
MEMORANDUM OF ASSOCIATION

AND

ARTICLES OF ASSOCIATION

OF

HLV LIMITED

(Formerly known as HOTEL LEELAVENTURE LIMITED)

CIN : L55101MH1981PLC024097



सत्यमेव जयते
GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): L55101MH1981PLC024097

I hereby certify that the name of the company has been changed from HOTEL LEELAVENTURE LIMITED to HLV LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name HOTEL LEELAVENTURE PRIVATE LIMITED.

Given under my hand at Mumbai this Twenty seventh day of December two thousand nineteen.



V T SAJEEVAN

Registrar of Companies
RoC - Mumbai

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

HLV LIMITED

THE LEELA, SAHAR, MUMBAI, Maharashtra, India, 400059



No- 2A097/TA

CERTIFICATE OF CHANGE OF NAME
IN THE OFFICE OF THE REGISTRAR OF COMPANIES, UNDER
THE COMPANIES ACT, 1956.

IN THE MATTER OF HOTEL LEEVAVENTURE PRIVATE LIMITED.

I do hereby certify that pursuant to the provisions of
section 23 of Companies Act, 1956 and the Special
Resolution passed by the company at its Extra-ordinary
General meeting on the 25th November, 1982.

The name of "HOTEL LEEVAVENTURE PRIVATE LIMITED.

has this day been changed to HOTEL LEEVAVENTURE LIMITED.

And that the said company has been duly incorporated as
a company under the provisions of the said Act.

Dated this TENTH day of MARCH one
thousand nine hundred and ~~seventy seven~~ eighty three.



(Signature)
(U.C. MANIA)

Asstt. Registrar of Companies,
Maharashtra, Bombay.



प्रत्येक आदि भारत
Form L.R.

निगमन का प्रमाण-पत्र
CERTIFICATE OF INCORPORATION

ता०.....का र्त०.....

No. 24097.....of 1881.....

मैं एतद्द्वारा प्रमाणित करता हूँ कि आज.....

कम्पनी अधिनियम, 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that.....HOTEL DEBLAVENTURE PRIVATE.....
.....LIMITED.....

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

मेरे हस्ताक्षर से आज ता०.....को दिना मना।

Given under my hand at.....BOMBAY.....this.....TWENTIETH.....
day of.....MARCH.....One thousand nine hundred and.....EIGHTYONE.....

20/3/81

(T.S.V. PANDURANGA SARMA)
.....
Registrar of Companies.



THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
(INCORPORATED UNDER THE COMPANIES ACT, 1956)

MEMORANDUM OF ASSOCIATION
OF
HLV LIMITED*

- I. The name of the Company is HLV LIMITED.*
- II. The Registered Office of the Company will be situated in the State of Maharashtra.
- III. A **The objects to be pursued by the Company on its incorporation are:-**

** (1) To carry on, in India or elsewhere, either alone or jointly with one or more persons, companies, government, or other entities and bodies of any kind, the business of hotels of every kind and sort, including hotel rooms, serviced apartments, banquet facilities, conference facilities, meeting rooms, function halls, convention centres, shopping galleria, retail and service shops, offices, libraries, swimming pool, health club, spa, fitness centres, beauty parlors, saloons, restaurants, café, bakery, tavern, pubs, bars, clubs, discotheques, casinos, coach, cab and motor car providers, caterers, house keeping, laundry, amusement and recreational facilities, parking, back offices, alongwith all the conveniences, amenities and facilities adjunct thereto and such other facilities as may be provided in hotels of all kinds, and to own, purchase, take over, acquire, erect, construct, build, set up, furnish, adapt, manage, franchise, run, use, maintain, operate or in any other manner and in all its aspects deal in, hotels of every kind and sort, including all land, buildings, premises, conveniences, amenities and facilities adjunct thereto, and to manage hotels of every kind and sort, with all related facilities and necessary adjuncts, whether owned by the Company or otherwise, and to render technical services, managerial services, advisory services thereon, including in relation to construction and / or operations of hotels with all related facilities and necessary adjuncts, to any persons or entities, and also to carry on the business of builders, developers, re-developers, constructors, contractors, designers, architects, consultants, of residences, apartments, dwelling houses, residential complexes, tenements, serviced residences, branded residences, offices, shops, exhibition halls, convention centres, conference centres, auditoriums, discotheques, sports and recreational facilities, and structures or properties of all kinds, tenure or description for commercial or residential purpose with requisite infrastructure and conveniences, and for these purposes to, either alone or jointly with one or more persons, government, or other bodies, purchase, own, take on lease or otherwise acquire and hold any lands or buildings of any tenure or description wherever situated, or rights or interests therein or connected therewith, to prepare building sites, and to construct, reconstruct, pull down, renovate, develop, alter, improve, decorate, furnish, use, manage and maintain such properties, either alone or jointly with one or more persons, and whether under its brand name and/or that of one or more other persons, and to lease, sell, license, rent, deal in or otherwise dispose of the same on ownership basis, instalment basis, license, lease or rental or any other basis and transfer such properties or any rights therein to co-operative societies, limited companies, bodies corporate, partnerships, association of persons or individuals or any person or entity, as the case may be, and to promote, operate, maintain, manage, market, enter into brand licensing arrangements, provide consultancy services, technical services, operation and management services, facilities management services, hospitality services, housekeeping services and other services, to any persons or entities, in relation to the residential or commercial projects, immoveable properties and other real estate assets and to enter into any arrangements of licensing, brokerage, commission, technical, business or financial collaboration with any other party or concern, in relation thereto.

* Amended and replaced the name vide Special Resolution passed by the shareholders through Postal Ballot on 17th December, 2019 .

** Amended and replaced the Main Object clause vide Special Resolution passed by the shareholders through Postal Ballot on 30th December, 2014.

**** B. Matters which are necessary for furtherance of the objects specified in Clause III(A) are:-**

- (2) To acquire by purchase, lease, exchange or otherwise and equip, act as collaborators, technicians, financiers of any other hotels, apartments, commercial or residential structures or properties of all kinds, in India or elsewhere and/or to take over in India or elsewhere the operation and management of or act as Buying and Selling Agents of any hotel, real estate, construction or technical/consultancy services company, and to do and perform all and singular the several duties, services and offices which the Buying and Selling Agents of any hotel / real estate, construction or technical/consultancy services company usually do and perform and undertake and to become bound by conditions of any agreement or agreements entered into for any of the purposes aforesaid.
- (3) To purchase, erect, acquire, equip, manage, sell or in any other manner and in all its aspects deal in hotels, residences, apartments, lodging houses, commercial or residential structures or properties, of every kind and sort, including all the conveniences, amenities and facilities adjunct thereto, in India or in any other part of the world.
- (4) To make advances upon, hold in trust, issue on commission, sell or dispose off any of the investments.
- (5) To engage qualified accountants, lawyers, engineers, managers, economists and other professional persons for itself or its clients and to undertake/promote training of all kinds.
- (6) To study, analyse, advise on the problems relating to recruitment and training of the personnel for organisation/institutions including job evaluation, assessment of work load, time and motion studies and to act generally as personnel and labour consultants and recruiting agents, in relation to its business.
- (7) To study, analyse, formulate means and methods of establishing, extending, developing and improving all types of business, industries, organisations including object planning and evaluation, feasibility studies, operations research and matters relating thereto, to formulate or assist in formulating definite plans of campaign on the basis of the study, analysis, research, knowledge or information gathered by the Company, and to advise on all systems and processes relating to production, storage, market surveys, research studies, techno-economic surveys and marketing and sale of goods.
- (8) To study, analyse and advise on maintenance of accounting, statistical or mathematical information and reports, including data processing, programming, collecting, processing and transmitting information and data of every kind and descriptions, system analysis, and machine services for solving or aiding commercial, industrial, scientific and research problems and to study and advise and assist in all financial costing, internal control and other similar matters, preparation of all revenue and capital budgets, deployment of funds, long term planning of utilisation of resources for rehabilitation, renewal, expansion, diversification, procuring bank and institutional finance assess the needs for short and long term credit facilities and raising of resources.
- (9) To buy, purchase, build, construct, alter, enlarge, maintain, pull down, remove, replace, manage, control, sell, lease, take on lease or tenancy or in exchange, take options over or otherwise acquire land, buildings, flats, godowns, sheds, factories, works, shops, offices, machinery, engines, roadways, branches of sidings, bridges, reservoirs, watercourses, wharves, oil wells, electric works or real and personal property of all kinds and hereditaments of any tenure or description in India or abroad whether for residential, business, manufacturing or other purposes and any rights, easements, advantages and privileges relating to and either for investments or resale or for trafficking in the same and to turn the same into account as may seem expedient, and to construct, alter, improve, decorate, develop, furnish, and maintain offices, flats, houses, factories, warehouses, godowns, shops, buildings and other structures, works and convenience of all kinds of any of the lands or immovable properties purchased or

** Amended vide Special Resolution of the shareholders passed through Postal Ballot on 30th December, 2014.

acquired by the Company and to lease, sell, deal in or to otherwise dispose of the same, and to purchase, charter, hire, build, or otherwise acquire vehicles of any or every sort of description for use on land or water or in air and to employ the same in the carriage of merchandise of all kinds or passengers for the business of the Company.

- (10) To buy, sell, manufacture, repair, alter, improve, exchange, let out or hire, import, export and deal in all factories, works, offices, plants, machinery, tools, utensils, appliances, apparatuses, products, materials, substances, articles and things relative to any business which this Company is competent to carry on or commonly dealt within by persons engaged in any such business or which may seem capable of being profitably dealt with in connection therewith and to manufacture, experiment with, render marketable and deal in all residual and by-products obtained in any of the businesses carried on by the Company.
- (11) To open retail stores for selling or otherwise dealing in all kinds of articles including any goods manufactured by the Company and goods of other manufacturers, which the Company may purchase or deal in whether as principals, agents, distributors, commission agents or otherwise.
- (12) (a) To carry on the business of manufacturing, purchasing, putting up and using all the apparatus now known or that may hereafter be invented, connected with the generation, accumulation, storage, transmission, distribution, supply and usage of electricity and to generate, receive, produce, improve, buy, sell, re-sell, acquire, use, transmit, accumulate, employ, distribute, develop, handle, protect, trade, sell, supply electric power and to act as agent, broker, representative, consultant, collaborator, or otherwise to deal in electric power in all its forms by harnessing wind energy, solar energy, thermal energy, or by any other means whatsoever, by establishing wind power plants, solar power plants, thermal power plants, or any other plants/equipments as may be necessary in this behalf and to manufacture and deal in all kinds of equipment accessories and tools used for such generation including all windmills, electric generators, storage batteries, cables, wires or appliances for connecting the apparatus at a distance with other apparatus and including the setting up of stations, sub-stations and to channelise all electric power so generated into the state or national grid or to set up a distribution network and systems for the purpose of making available the electrical energy to the members of the public.
- (b) to provide energy management and conservation services and all types of engineering facilities including construction and technical consultancy and architectural services related to the use, application installation, erection, operation and maintenance of all kinds of power generation equipment or parts thereof and their related products.
- (c) to enter into collaborations, contracts, sole selling agencies, agreements, operation and maintenance agreements, and any other business arrangements for the installations, erection, operation and maintenance of all kinds of power generation equipment, products or their component parts either manufactured, sold, supplied or dealt with by the Company or otherwise.
- (d) to acquire concessions, facilities or licenses from electricity boards, government, semi-government or local bodies or authorities for the generation, distribution, production, transmission sale or use of electric power and to take over alongwith all moveable and immovable properties, the existing facilities on mutually agreed terms from the said authorities and to do all other incidental acts, deeds and things necessary for the attainment of the foregoing objects.
- (13) To carry on the business of Full-fledged/Restricted money changers and other allied activities including buying, selling or otherwise dealing with foreign exchange, foreign currency and foreign securities and acting as money changers, brokers, buyers and sellers or dealers in all types of foreign exchange or foreign currencies, and to carry on the business of issuing travelers cheques, credit cards and all other like instruments in any currency. However, it is hereby declared that nothing in this paragraph shall authorise the Company to do any business which may fall within the purview of the Banking Regulation Act, 1949 or the Insurance Act, 1938.

- (14) To establish, provide, maintain and conduct, or otherwise subsidise research laboratories and experimental workshops for scientific and technical research and experiments; to undertake and carry on scientific and technical researches, experiments and tests of all kinds; to promote studies and researches, both scientific and technical, investigations and inventions by providing, subsidising, endowing, organising or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing or contributing to the remuneration of scientific or technical professors or teachers and by providing or contributing to the awards or scholarships, prizes, grants to students or otherwise generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any business which the Company is authorised to carry on.
- (15) To acquire from and/or to give and/or to provide any person, firm or body corporate or entity whether in India or elsewhere, technical information, know-how, processes, engineering, manufacturing and operating data, plans, layouts and blueprints useful for the design, erection and operation of hotels, apartments, commercial or residential structures, plant or properties of all kinds required for any of the businesses of the Company and to acquire any grant or license and other rights and benefits in the foregoing matters and things.
- (16) To apply for and acquire permits, licenses and quota rights from the Government of India or from State Governments or from foreign Governments, to import and export plant, equipment, spare parts thereof, machinery, raw materials, intermediates, finished products and processing materials.
- (17) To insure with any company, firm or persons against losses, damages and risks of all kinds which may affect the Company.
- (18) To sell, exchange, mortgage, lease, let on lease, under-let, gift, alter, manage, develop, grant royalty or tribute, grant licenses, easements, options and other rights over and in any other manner transfer, divest, deal with or dispose of the whole or any part of the undertaking, business, property, assets, shares, stocks, debentures, or other securities, land, rights, resources and effects of the Company for such consideration as the Company may think fit and in particular for cash, stocks, shares, whether fully or partly paid up, debentures, bonds or other securities of any other company whether or not having objects altogether or in part similar to those of the Company, including for the purpose of its or their acquiring all or any of the property, rights, or liabilities of the Company or for other purposes which may seem calculated to benefit this Company, and to distribute among the members in cash or in specie any property or assets of the Company, subject to the provisions of the Companies Act in this behalf in the event of winding up.
- (19) To pay for any rights or property acquired by the Company and to remunerate any person, or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise.
- (20) To open current, fixed, overdraft or other type of accounts with any bank, bankers, financial institution, non-banking financial company, company or other authorized entity and to pay into and to draw moneys from such accounts.
- (21) To borrow or raise moneys or loans for the purpose of the Company in such manner as the Company shall think fit and in particular to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, hundies, bills of lading, and other negotiable or transferable instruments, or by issue of warrants, debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property and assets, both present and future, movable and immovable, including its uncalled capital, by way of mortgage, charge, hypothecation or pledge or any other means, upon such terms as the Directors may deem expedient or in such other manner; to take money on deposit or otherwise with or without allowance of interest thereon and to execute all deeds, writing and assurances for any of the aforesaid purposes.
- (22) To guarantee the performance of any contract or obligations of and the payment of money of and interest on any stock, shares or securities of any company, corporation, firm or person in

any case in which such guarantee may be considered likely directly or indirectly to further the objects of the Company or the interests of its shareholders.

- (23) To advance and lend moneys to any entity or persons, including customers and others having dealings with the Company, on such security as may be thought proper or without taking any security thereof and to undertake financial and commercial obligations, transactions and operations of all kinds.
- (24) To invest the funds of the Company not immediately required from time to time in such assets, properties, securities, shares, bullion, specie or investments or otherwise as may from time to time be determined by Directors and from time to time sell or vary all such investments and to execute all assignments, transfers, receipts and documents that may be necessary in that behalf, and to hold, sell underwrite and deal with such investments and securities of any kind issued or guaranteed by any company, corporation or undertaking (whether incorporated or not) of whatever nature and wheresoever constituted or any government, State Commissioner, Trusts, Municipal, Local or other authority or body of whatever nature whether at home or abroad.
- (25) Upon any issue of shares, debentures, bonds or any other securities of the Company, to employ merchant bankers, brokers, commission agents and underwriters and to provide for the remuneration of such persons for their services by payment in cash or issue of shares, debentures or other securities of the Company, by the granting of options to take the same or in any other manner allowed by law.
- (26) To acquire any such shares, stocks, debentures, debenture-stock, bonds, obligations or securities by original subscription, participation in syndicates, tender, purchase, exchange or otherwise and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.
- (27) To enter into partnership or into any arrangements for sharing profits, co-operations, joint venture, reciprocal concession or otherwise, or collaborate or affiliate arrangements with any persons or company, carrying on or engaged in, any business or transaction, either in India or abroad, which the Company is authorised to carry on or engage in.
- (28) To act in conjunction with, unite or amalgamate with, create or constitute or assist in creating or constituting any other company or association, whether in India or abroad, of a kind similar wholly or partially to the Company in relation to the business of the Company, including for the purpose of acquiring all or any of the properties, rights and liabilities of that Company, and to buy up or absorb all or any part of the business or property of any such company or association and to acquire and secure membership, seat or privilege in and of any association, exchange, market or institution in India or any part of the world.
- (29) To enter into any arrangements with any government or authorities, municipal, local or otherwise, or any persons in relation to the objects of the Company and to obtain from any such government authority, persons or company, any rights, privileges, charters, contracts, licenses and concessions, and to procure the registration, or other recognition of the Company in India and abroad and to establish and regulate agency for the purposes of the Company's business and to apply or join in applying to Government, local municipal or other authority or body for 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 seem calculated directly or indirectly to prejudice the Company's interest.
- (30) To apply for and take out, purchase or otherwise by way of license or otherwise prolong and renew, in India or any part of the world, any patents, patent rights or inventions, trade mark rights, copyrights or secret processes or technical aid or 'know-how' which may be useful for the Company's objects and to grant licenses to use the same.
- (31) To pay, out of the funds of the Company, all costs, charges and expenses incurred or sustained in or about the promotion, registration and establishment of the Company or which the Company shall construe to be preliminary, including therein the costs of advertising, commission for

underwriting, brokerage, printing and stationery and the expenses attendant upon the formation of agencies and local boards and for the issue of its capital including brokerage and commission for obtaining application for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.

- (32) To provide for welfare of the Directors or ex-Directors or the employees or the ex-employees of the Company and the wives, widows and families of such persons, by building or by contributing to the building of houses, dwelling houses, chawls, or by grant of money, pensions, allowances, bonus or other payments or by creating and from time to time subscribing to provident, pension, superannuation, gratuity and other funds and providing or subscribing towards schools, places of instructions and recreation and hospitals, dispensaries, medical and other attendance and other assistances as the Company shall think fit, and to form, subscribe to or otherwise aid benevolent, religious, scientific, national, public or other institutions or objects or purposes.
- (33) To adopt such means of making known the business of the Company as may seem expedient and in particular by advertising in the press, television, internet, social media or otherwise or by purchase and exhibition of works of art or by publication of books and periodicals or by granting prizes, rewards, donations or scholarships.
- (34) To expend money in experimenting on and testing and improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or those which the Company may acquire or propose to acquire.
- (35) To create any reserve fund, sinking fund, insurance fund, dividend equalization fund or any other special fund or reserve for furniture, furnishing and equipment whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for any other purpose conducive to the interest of the Company.
- (36) To place to reserve or to distribute bonus shares among the members or otherwise to apply as the Company may from time to time think fit, any moneys received by way of premium on shares or debentures issued at a premium by the Company and any moneys received in respect of dividends accrued on forfeiture of shares and moneys arising from the sale by the Company of forfeited shares.
- (37) To acquire and undertake the whole or any part of the business property, assets or 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 suitable for the purposes of the Company.
- (38) To form, incorporate or promote any company or companies, whether in India or elsewhere having amongst its objects the acquisition of all or any of the assets or control, management or development of the Company or any other object which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay for all or any of the assets and expenses incurred in connection therewith and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered in connection therewith.
- (39) To refer to or agree to refer any claim, demand, disputes or any other question, by or against the Company, or in which the Company is interested or concerned, and whether between the Company and a member or their representatives or between the Company and third parties to arbitration in India or any place outside India and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
- (40) To do all or any of the things in any part of the world hereby authorised either alone or in conjunction with or in partnership with any person, firm or body corporate, or as factors, trustees or agents of any other companies or persons or by or through any factors, trustees or agents.
- (41) To receive money, securities and valuables of all kinds and deposits at interest or for custody.

- (42) To represent, express and give effect to the views and opinions of traders and manufacturers of commercial, mercantile or industrial matters of all kinds and promote co-operation, hold, organise and participate in conferences, meetings, discussions, symposiums and debates, maintain bureau, carry on correspondence, undertake publications, prepare statements, reports and articles relating to any and all matters of interest to trade, industry, business and generally to undertake liaison work and public relations.
- (43) To advise on promotion or opposition of bills in Parliament or other measures affecting traders or manufacturers generally and to consider, originate, and support improvement in commercial laws.
- (44) To communicate with chambers of commerce and other mercantile and public bodies throughout the world and to advise on, concert, promote and support measures for the protection, advancement, growth of trade, commerce and industry and for protection and welfare of persons engaged therein.
- (45) To promote, assist or take part in and appear or lead evidence before any commission, investigation inquiry, trial or hearing whether public or private relating to matters or connected with any trade, business or industry.
- (46) To undertake and carry on the office or offices and duties of trustees, executor, administrator, treasurer, registrar, custodian, attorney or nominee of, or for any person, body corporate (whether incorporated or not), association, scheme, trust funds, government, state, municipal or other body politic or corporate and generally to undertake, perform and discharge any trust or agency business and any office of trust or confidence.
- (47) To undertake and execute any trust or discretion, the undertaking whereof may seem desirable and the distribution amongst the beneficiaries, pensioners or other persons entitled thereof any income, capital or annuity, whether periodically or otherwise, and whether in money or specie, in furtherance of any trust direction, discretion or other obligation or permission.
- (48) To aid pecuniarily or otherwise, any association, body or movement having for an object the solution, settlement, or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
- (49) To undertake, carry out, itself, or promote, sponsor, donate, subscribe or guarantee money or otherwise assist any activity for programmes directly or in any other manner, for promoting agriculture, the social and economic development and welfare of, or the upliftment of the public in any rural area, or the growth of the national economy and national welfare, or any national charitable, benevolent, public, general or useful object or for any exhibition and to discharge the social and moral responsibilities of the Company to the consumers, employees, shareholders and to the public.
- (50) To act as buying and selling agents of any company, and to do and perform wholly or partly the several duties, services and offices which the buying and selling agents of any company usually do and perform and to undertake and to become bound by conditions of any agreement entered into for any purpose.
- (51) To carry on business as translation and data processing bureau.
- (52) To establish, compile, print, publish and carry on newspapers, periodicals, gazettes, trade lists, year books, statistics and other publications as literature and to carry on business as newspaper proprietors, printers, publishers and advertising agents in all their respective branches.
- (53) To carry on the business of contracting engineers, designers, contractors and manufacturers of all types of products, things, articles and equipments and to carry on the business of mechanical engineers and manufacturers, of machinery, tool makers, metal workers, machinists, iron and steel converters, smiths, wood workers, builders, painters, metallurgists, electrical engineers, electronic engineers, water supply engineers, gas makers, farmers, printers, carriers and merchants and to buy, sell, manufacture, repair, convert, alter, let or hire, and deal in machinery, implements rolling stock, and hardware of all kinds.

(54) Generally to do all such other things may be deemed incidental or conducive to the attainment of the above main objects or any of them.

*** IV. The liability of the 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.2,60,00,00,000 (Rupees Two Hundred Sixty Crores) divided into 100,00,00,000 (One Hundred Crores) Equity Shares of Rs.2 (Rupees Two) each and 60,00,000 (Sixty Lakhs) Redeemable Preference Shares of Rs.100 (Rupees One Hundred) each with the rights, privileges and conditions attached thereto as provided by the regulations of the Company for the time being in force and with power to increase and reduce the Capital of the Company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided for the regulations of the Company.

*** Amended and replaced vide Special Resolution passed by the shareholders through Postal Ballot on 30th December, 2014.

**** Amended and replaced vide Special Resolution passed by the shareholders through Postal Ballot on 10th July, 2017.

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

| Name of Subscribers | Addresses, Occupation and Description of Subscribers | Number of Shares taken by each Subscriber | Signature of Subscriber | Signature of Witnesses, and their Addresses, Description and Occupation |
|---------------------------------|--|---|-------------------------|---|
| MRS. CHANDRIKA UNNI | W/o. Mr. K. K. Unni 2, Devonshire House 3, West Field Estate B. Desai Road, Bombay – 400 026 Business | (10) Ten Equity Shares | Sd/- | Sd/- MR. RICHARD E. D'SOUZA S/o. John B. D'Souza Picardo & Narkar 68-B, Nariman Bhavan, 227, Nariman Point, Bombay 400 021 Chartered Accountants |
| DR. (MRS.) ANITA PICARDO | W/o. Mr. A.T. Picardo 39, Rebello House, 130, Hill Road, Bandra, Bombay – 400 050 Company Executive | (10) Ten Equity Shares | Sd/- | |
| TOTAL | | (20) Twenty Equity Shares | | |

Bombay, 23rd February, 1981

**THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
(INCORPORATED UNDER THE COMPANIES ACT, 1956)**

**ARTICLES OF ASSOCIATION
OF
HLV LIMITED***

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed through a Postal Ballot held on 30th December, 2014 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

- | | |
|--|--|
| <p>1. The regulations contained in Table 'F' in Schedule I to the Companies Act, 2013 ("Table 'F'"), as are applicable to a public company limited by shares, shall apply to the Company so far as they are not inconsistent with any of the provisions contained in these Articles or modifications thereof and only to the extent that there is no specific provision in these Articles. In case of any conflict between the provisions of these Articles and Table 'F', the provisions of these Articles shall prevail.</p> | <p>Table "F" to apply save as varied</p> |
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Interpretation

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| <p>2. In the interpretation of these Articles, unless repugnant to the subject or context:-</p> <p>"Act" means the Companies Act, 2013 and rules made thereunder or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.</p> <p>"Articles" means these articles of association of the Company or as altered from time to time.</p> <p>"Board" or "Board of Directors" means a meeting of the Directors duly called and constituted, or the case may be, the Directors assembled at a meeting of the Board, or the requisite number of Directors entitled to pass a circular resolution in accordance with the Articles, or the Directors of the Company collectively.</p> <p>"Company" means HLV Limited.</p> <p>"Directors" means the Directors for the time being of the Company or, as the case may be, the Directors assembled at a meeting of the Board.</p> <p>"Depository" shall mean a Depository as defined in Section 2 of the Depositories Act, 1996.</p> <p>"Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.</p> <p>"Seal" means the common seal of the Company.</p> | <p>Interpretation Clause</p> <p>"Act"</p> <p>"Articles"</p> <p>"Board" or "Board of Directors"</p> <p>"Company"</p> <p>"Directors"</p> <p>"Depository"</p> <p>"Rules"</p> <p>"Seal"</p> |
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The marginal notes used in these Articles shall not affect the construction hereof.

* Amended and replaced the name vide Special Resolution passed by the shareholders through Postal Ballot on 17th December, 2019.

Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

Share capital and variation of rights

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| Capital | 3. | The Authorised Share Capital of the Company shall be as stated in Clause V of the Memorandum of Association, with the power to increase or reduce such capital from time to time in accordance with the Articles and the legislative provisions for the time being in force in this behalf and with the power also to divide the shares in the capital for the time being into equity share capital and preference share capital and to attach thereto respectively any preferential, qualified or special rights, privileges or conditions, in accordance with the provisions of the Act and these Articles. |
| Shares under control of Board | 4. | Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Directors 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 and either at a premium or at par and at such time as they may from time to time think fit. |
| Shares for consideration other than cash | 5. | Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be, if the price of such shares is determined by the valuation report of a registered valuer and such issuance and allotment is approved by a special resolution of the shareholders of the Company. |
| Kinds of share capital | 6. | The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws: <ul style="list-style-type: none"> i. Equity share capital: <ul style="list-style-type: none"> a. with voting rights; and / or b. with differential rights as to dividend, voting or otherwise in accordance with the Rules; and ii. Preference share capital |
| Issue of certificate | 7. | <ul style="list-style-type: none"> i. Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue provide: <ul style="list-style-type: none"> a. one certificate for all his shares without payment of any charges; or b. several certificates, each for one or more of his shares, upon payment of twenty rupees, or such other fees as may be fixed by the Board, for each certificate after the first. |

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| ii. | Every certificate shall be under the Seal and shall specify the shares to which it relates and the amount paid-up thereon. | Certificate to bear seal |
| iii. | In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders. | One certificate for shares held jointly |
| 8. i. | If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued without any fee or on payment of such other fees as may be fixed by the Board from time to time in accordance with the Act, for each certificate. | Issue of new share certificate in place of one defaced, lost or destroyed |
| ii. | The provisions of the foregoing Articles relating to issue of certificates shall <i>mutatis mutandis</i> apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company. | Provisions as to issue of certificates to apply <i>mutatis mutandis</i> to debentures, etc. |
| 9. | Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by the Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder. | |
| 10. i. | The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules. | Power to pay commission in connection with securities issued |
| ii. | The rate or amount of the commission shall not exceed the rate or amount prescribed in the Act and the Rules. | Rate of commission in accordance with the Rules |
| iii. | The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other. | Mode of payment of commission |
| 11. i. | If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class, as prescribed under the Act. | Variation of the members right |
| ii. | To every such separate meeting, the provisions of these regulations relating to general meetings shall <i>mutatis mutandis</i> apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question. | Provisions as to general meetings to apply <i>mutatis mutandis</i> to each meeting |
| 12. | The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of | Issue of further shares not to affect rights of existing members |

the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

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| Power to issue redeemable preference shares | 13. | Subject to the provisions of the Act, any preference shares may, with the sanction of a special resolution, be issued or re issued on the terms that they are to be redeemed on such terms and in such manner as the Company before the issue of the shares may, by such special resolution, determine. |
| Further issue of share capital | 14. | <p>i. The Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to:</p> <p>a. persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or</p> <p>b. employees under any scheme of employees' stock option, subject to approval by the shareholders of the Company by way of a special resolution; or</p> <p>c. any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above, subject to approval by the shareholders of the Company by way of a special resolution.</p> |
| Mode of further issue of shares | ii. | A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules. |
| Sweat equity shares | 15. | Subject to the provisions of the Act and other applicable provisions of law, the Company may with the approval of the shareholders by a special resolution in general meeting issue sweat equity shares in accordance with such rules and guidelines issued by the Securities and Exchange Board of India and/or other competent authorities for the time being and further subject to such conditions as may be prescribed in that behalf. |
| Terms of issue of debentures | 16. | Any debentures, debenture-stock or other securities may be issued subject to the provisions of the Act and these Articles, at a discount, premium or otherwise and may be issued on the condition that they shall be convertible into shares of any denomination and with any special privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the general meeting, appointment of Directors and otherwise. Debentures or other securities with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the general meeting by way of a special resolution. |

Lien

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| Company's lien on shares | 17. | <p>i. The Company shall have a first and paramount lien—</p> <p>a. on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and</p> <p>b. on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company:</p> |
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Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

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| ii. | The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares. | Lien to extend to dividends, etc. |
| 18. | The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien. Provided that no sale shall be made: a. unless a sum in respect of which the lien exists is presently payable; or b. until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency or otherwise. | As to enforcing lien by sale |
| 19. | i. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof. ii. The purchaser shall be registered as the holder of the shares comprised in any such transfer. iii. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. | Validity of sale Purchaser to be registered holder Purchaser not affected |
| 20. | The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share. | Validity of Company's receipt |
| 21. | i. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. ii. The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale. | Application of proceeds of sale Payment of residual money |
| 22. | In exercising its lien, 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 unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim. | Outsider's lien not to effect Company's lien |
| 23. | The provisions of these Articles relating to lien shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company. | Provisions as to lien to apply <i>mutatis mutandis</i> to debentures, etc. |
| Certificates | | |
| 24. | Notwithstanding anything contained elsewhere in these Articles, the Board may in their absolute discretion refuse sub-division of share certificates or debenture certificates into denominations of less than the marketable lots except where such sub-division is required to be made to comply with a statutory provision or an order of a competent court of law. | Right of Directors to refuse sub-division |

- Issue of certificates, if required, in the case of dematerialised shares/ debentures/ other securities and rights of beneficial owner of such shares/ debentures/ other securities.
25. Notwithstanding anything contained elsewhere in these Articles, a certificate, if required, for a dematerialised share, debenture and other security shall be issued in the name of the Depository and all the provisions contained in these Articles in respect of the rights of a member/debenture holder of the Company shall *mutatis mutandis* apply to the Depository as if it were a member / debenture holder / security holder excepting that and notwithstanding that the Depository shall have been registered as the holder of a dematerialised share, debenture and other security, the person who is the beneficial owner of such shares, debentures and other securities shall be entitled to all other rights available to the registered holders of the shares, debentures and other securities in the Company as set out in the other provisions of these Articles.

Dematerialisation of Securities

- Company entitled to dematerialise its shares, debentures and other securities
26. Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its shares, debentures and other securities and to offer any shares, debentures or other securities proposed to be issued by it for subscription in a dematerialised form and on the same being done, the Company shall further be entitled to maintain a register of members/ debenture-holders/ other security-holders with the details of members/ debenture-holders/ other security-holders holding shares, debentures or other securities both in materialised and dematerialised form in any media as permitted by the Act.
- Option to hold shares in electronic or physical form
27. Every person subscribing to or holding securities of the Company shall have the option to receive security certificates or to hold the securities in electronic form with a Depository. If a person opts to hold his security with a Depository, the Company shall intimate such Depository the details of allotment of the security, and on receipt of the information, the Depository shall enter in its records the name of the allottee as the beneficial owner of the security.
- Beneficial owner deemed as absolute owner
28. Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears as the beneficial owner of the shares, debentures and other securities in the records of the Depository as the absolute owner thereof as regards receipt of dividends or bonus on shares, interest/premium on debentures and other securities and repayment thereof or for service of notices and all or any other matters connected with the Company and accordingly the Company shall not (except as ordered by a court of competent jurisdiction or as by law required and except as aforesaid) be bound to recognise any benami trust or equity or equitable, contingent or other claim to or interest in such shares, debentures or other securities as the case may be, on the part of any other person whether or not it shall have express or implied notice thereof.
- Shares, debentures and other securities held in electronic form
29. In the case of transfer of shares, debentures or other securities where the Company has not issued any certificates and where such shares, debentures or other securities are being held in an electronic and fungible form, the provisions of the Depositories Act, 1996 shall apply.
- Provided that in respect of the shares and securities held by the Depository on behalf of a beneficial owner, provisions of Section 9 of the Depositories Act, 1996, shall apply so far as applicable.
- Information about transfer of securities
30. Every Depository shall furnish to the Company, information about the transfer of securities in the name of the beneficial owner at such intervals and in such manner as may be specified by the bye-laws of the Depository and the Company in that behalf.
- Provisions to apply to shares in electronic form
31. Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in electronic form so far as they apply to shares in physical form subject however to the provisions of the Depositories Act, 1996.

Calls on shares

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| 32. | i. | The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times: | Board may make calls |
| | | 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 payment of the last preceding call. | |
| | ii. | Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares. | Notice of call |
| | iii. | The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances. | Board may extend time for payment |
| | iv. | A call may be revoked or postponed at the discretion of the Board. | Revocation or postponement of call |
| 33. | | A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by installments. | Call to take effect from date of resolution |
| 34. | | The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. | Liability of joint holders of shares |
| 35. | i. | If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine. | When interest on call payable |
| | ii. | The Board shall be at liberty to waive payment of any such interest wholly or in part. | Board may waive interest |
| 36. | i. | Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. | Sums deemed to be calls |
| | ii. | In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. | Effect of non-payment of sums |
| 37. | | The Board: | |
| | i. | may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and | Payment in anticipation of calls may carry interest |
| | ii. | upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, twelve per cent. per annum, as may be agreed upon between the Board and | |

the member paying the sum in advance. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.

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| Installments on shares to be duly paid | 38. | If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder. |
| Calls on shares of same class to be on uniform basis | 39. | All calls shall be made on a uniform basis on all shares falling under the same class. |
| Partial payment not to preclude forfeiture | 40. | Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided. |
| Provisions as to calls to apply <i>mutatis mutandis</i> to debentures etc. | 41. | The provisions of these Articles relating to calls on shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company. |

Transfer of shares

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| Instrument of transfer to be executed by transferor and transferee | 42. | <p>i. The instrument of transfer of any share in the Company which is in physical form shall be executed by or on behalf of both the transferor and transferee.</p> <p>ii. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.</p> |
| Transfer not to be registered except on production of instrument of transfer | 43. | <p>The Company shall not register a transfer of shares in, or debentures of the Company held in physical form unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company along with the certificates relating to the shares or debentures, or if no such certificate is in existence, along with the letter of allotment of the shares or debentures:</p> <p>Provided that where on an application in writing made to the Company by the transferee and bearing the stamp required for an instrument of transfer, it is proved to the satisfaction of the Board that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost or where the instrument of transfer has not been delivered within the prescribed period, the Company may register the transfer on such terms as to indemnity as the Board may think fit:</p> <p>Provided further that nothing in this Article shall prejudice any power of the Company to register as shareholder or debenture holder any person to whom the right to any shares in, or debentures of, the Company has been transmitted by operation of law.</p> |
| Board may refuse to register transfer | 44. | In case of shares held in physical form, the Board may, subject to the right of appeal conferred by the Act decline to register any transfer of shares on which the Company has a lien. |
| Transfer by legal representative | 45. | A transfer of the shares or other interest in the Company of a deceased member thereof made by his legal representatives shall, although the legal representative is not himself a member be as valid as if he had been a member at the time of the execution of the instrument of transfer. |

46. Where the application is made by the transferor and relates to partly paid shares, the transfer shall not be registered, unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the date of receipt of the notice.
- Transfer of partly paid shares
- For the purpose of above clause notice to the transferee shall be deemed to have been duly given if it is dispatched by pre-paid registered post to the transferee at the address given in the instrument of transfer, and shall be deemed to have been duly delivered upon the expiry of seven days from the date of dispatch.
47. In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless:
- Board may decline to recognize instrument of transfer
- i. the instrument of transfer is in the form as prescribed in the Rules or under the Act,
 - ii. 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
 - iii. the instrument of transfer is in respect of only one class of shares.
48. If the Company refuses to register the transfer of any share pursuant to these Articles, it shall within thirty days from the date on which the instrument of transfer was delivered to the Company send notice of refusal to the transferee and transferor.
- Notice of refusal to be given to transferor and transferee
49. No transfer shall be made to a person of unsound mind. However, transfer of fully paid up shares can be made in the name of a minor if he is represented by his lawful guardian.
- No transfer to minor
50. All instruments of transfer shall be retained by the Company, but any instrument of transfer which the Board may decline to register shall be returned to the person depositing the same.
- When transfers to be retained
51. The Board may, in their discretion, waive the payment of any transfer or transmission fee either generally or in any particular case or cases.
- Fee on transfer
52. The Company may, after giving not less than seven days' previous notice by advertisement in some newspaper circulating in the district in which the registered office of the Company is situate, close the register of members or the register of debenture-holders or other security holders for any period or periods not exceeding in the whole forty-five days in each year, but not exceeding thirty days at any one time.
- Power to close Register of Members or other security-holders
53. The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.
- Provisions as to transfer of shares to apply *mutatis mutandis* to debentures, etc.

Transmission of shares

54. i. 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 recognised by the Company as having any title to his interest in the shares.
- Title to shares on death of a member
- ii. Nothing in clause (i) 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.
- Estate of deceased member liable

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| Transmission Clause | 55. | <p>i. Any person becoming entitled to a share in consequence of the death or insolvency 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—</p> <p>a. to be registered himself as holder of the share; or</p> <p>b. to make such transfer of the share as the deceased or insolvent member could have made.</p> |
| Board's right unaffected | | <p>ii. The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.</p> |
| Indemnity to the Company | 56. | <p>The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.</p> |
| Right to election of holder of share | 57. | <p>i. 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.</p> |
| Manner of testifying election | | <p>ii. If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.</p> |
| Limitations applicable to notice | | <p>iii. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.</p> |
| Claimant to be entitled to same advantage | 58. | <p>A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:</p> <p>Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.</p> |
| Provisions as to transmission to apply <i>mutatis mutandis</i> to debentures, etc. | 59. | <p>The provisions of these Articles relating to transmission by operation of law shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.</p> |
| Forfeiture of shares | | |
| If call or installment not paid notice must be given | 60. | <p>If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.</p> |
| Form of notice | 61. | <p>The notice aforesaid shall:</p> <p>i. name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and</p> |

- ii. state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
62. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. In default of payment of shares to be forfeiture
63. When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid. Entry of forfeiture in register of members
64. The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share. Effect of forfeiture
65. i. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. Forfeited shares may be sold, etc. cancellation of forfeiture
- ii. At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
66. i. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares. Member still liable to pay money owing at time of forfeiture
- ii. All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part. Member still liable to pay money owing at time of forfeiture and interest
- iii. 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 shares. Cesser of liability
67. i. A duly verified declaration in writing that the declarant is a Director, the manager or the secretary, of the Company, and that a share in the Company has 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 share; Certificate of forfeiture
- ii. 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; Title of purchaser and transferee of forfeited shares
- iii. The transferee shall thereupon be registered as the holder of the share; and Transferee to be registered as holder
- iv. The transferee shall not be bound to see to the application of the purchase money, if any, 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. Transferee not affected

- Validity of the sales 68. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.
- Cancellation of share certificate in respect of forfeited shares 69. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.
- Surrender of share certificates 70. The Board may, subject to the provisions of the Act, accept a surrender of the share certificate for any forfeited share from or by any member desirous of surrendering them on such terms as they think fit.
- Sums deemed to be calls 71. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment 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.
- Provisions as to forfeiture of shares to apply *mutatis mutandis* to debentures, etc. 72. The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Alteration of capital

73. The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
- Power to alter share capital 74. Subject to the provisions of the Act, the company may, by ordinary resolution:
- i. consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - ii. convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
 - iii. sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
 - iv. cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
- Shares may be converted into stock 75. Where shares are converted into stock—
- i. the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit.

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
 - ii. the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting
- Right of stockholders

at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

- iii. such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

76. The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law:
- i. its share capital;
 - ii. any capital redemption reserve account; or
 - iii. any share premium account
- Reduction of capital

Joint Holders

77. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint holders with benefits of survivorship, subject to the following and other provisions contained in these Articles:
- i. The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such share. Liability of joint-holders
 - ii. On the death of any one or more of such joint holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person. Death of one or more joint holders
 - iii. Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share. Receipt of one sufficient
 - iv. Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders. Delivery of certificate and giving of notice to first named holder
 - v. a. Any one of two or more joint holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof but the other or others of the joint-holders shall be entitled to vote in preference to a joint holder present by attorney or by proxy although the name of such joint holder present by any attorney or proxy stands first or higher (as the case may be) in the register in respect of such shares. Vote of joint-holders

Executors or administrator as joint holders

b. Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.

Provisions as to joint holders as to shares to apply *mutatis mutandis* to debentures, etc.

vi. The provisions of these Articles relating to joint holders of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company registered in joint names.

Capitalisation of profits

Capitalisation

78. i. The Company in general meeting may, upon the recommendation of the Board, resolve—

a. that it is desirable to capitalise 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

b. that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

Sum how applied

ii. The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—

a. paying up any amounts for the time being unpaid on any shares held by such members respectively;

b. 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;

c. partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b);

d. 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;

e. The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

Powers of the Board for capitalisation

79. i. Whenever such a resolution as aforesaid shall have been passed, the Board shall:

a. make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

b. generally do all acts and things required to give effect thereto.

Board's power to issue fractional certificate/coupon etc.

ii. The Board shall have power:

a. 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; and

- b. to authorise 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 capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;
- iii. Any agreement made under such authority shall be effective and binding on such members.

Agreement
binding on
members

Buy-back of shares

80. Notwithstanding anything contained in these Articles but subject to the provision of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.
81. The Company shall not give any financial assistance for or in connection with the purchase or subscription of any shares in the Company or in its holding company, save as provided by the Act.

Buy-back of
shares

Restrictions on
purchase by
Company of its
own shares

General meetings

82. All general meetings other than annual general meeting shall be called extraordinary general meeting.
83. i. The Board may, whenever it thinks fit, call an extraordinary general meeting.
- ii. If at any time Directors capable of acting who are sufficient in number to form a quorum are not within India, any Director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

Extraordinary
general meeting

Powers of Board
to call
extraordinary
general meeting

Proceedings at general meetings

84. i. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- ii. Save as otherwise provided herein, the quorum for the general meetings shall be as provided in the Act.
85. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.
86. No business shall be discussed or transacted at any general meeting whilst the chair is vacant, except election of Chairperson.
87. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the Co-Chairman, or in the absence of the Co-Chairman, the Vice Chairman, of the Board shall preside as Chairman of such meeting and in such event the Co-Chairman or Vice Chairman (as applicable) shall assume all the powers, authorities and responsibilities of the Chairman as set out in these Articles. In the absence of Chairman, Co-Chairman or Vice Chairman, the Directors present shall elect one of their members to be Chairperson of the meeting.

Presence of
Quorum

Quorum for
general meeting

Chairperson of
the meetings

Business confined
to election of
Chairperson
whilst chair vacant

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| Members to elect chairperson | 88. | If at any meeting, pursuant to Article 89 above, no Director is willing to act as Chairperson or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by poll or electronically choose one of their members to be Chairperson of the meeting. |
| Power of Chairperson | 89. | The Chairperson of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairperson present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll. |
| Casting vote of Chairperson at general meeting | 90. | On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote. |
| Minutes of proceedings of meetings and resolutions passed by postal ballot | 91. | <p>i. The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.</p> |
| Certain matters not to include in the minutes books | ii. | <p>There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting:</p> <p>a. is, or could reasonably be regarded, as defamatory of any person; or</p> <p>b. is irrelevant or immaterial to the proceedings; or</p> <p>c. is detrimental to the interests of the Company.</p> |
| Discretion of the chairperson in relation to Minutes | iii. | 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 the aforesaid clause. |
| Minutes to be evidence | iv. | The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein. |
| Inspection of minute books of general meeting | 92. | <p>i. The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:</p> <p>a. be kept at the registered office of the Company; and</p> <p>b. be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays.</p> |
| Members may obtain copy of the minutes | ii. | Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to above. |

Adjournment of meeting

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| Chairperson may adjourn the meeting | 93. | <p>i. 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 and from place to place.</p> |
| Business at adjourned meeting | ii. | No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. |

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| iii. | 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. | Notice of adjourned meeting |
| iv. | Save as aforesaid, and as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. | Notice of adjourned meeting not required |

Voting rights

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| 94. | Subject to any rights or restrictions for the time being attached to any class or classes of shares,— | Entitlement to vote on show of hands and on poll |
| i. | on a show of hands, every member present in person shall have one vote; and | |
| ii. | on a poll, the voting rights of members shall be in proportion to their share in the paid-up equity share capital of the Company. | |
| 95. | Where a poll is to be taken, the Chairman of the meeting shall appoint such number of persons, as he deems necessary to scrutinise the poll process and votes given on the poll and to report thereon to him; | Scrutineers at poll |
| 96. | The Chairman shall have power, at any time before the result of the poll is declared to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause. | |
| 97. | A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once. | Voting through electronic means |
| 98. | i. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. | Vote of joint-holders |
| | ii. For this purpose, seniority shall be determined by the order in which the names stand in the register of members. | Seniority of names |
| 99. | A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians. | How members <i>non compos mentis</i> and minor may vote |
| 100. | Subject to the provisions of the Act and other provisions of these Articles, any person entitled to any shares, pursuant to the provisions related to <i>Transmission</i> in these Articles, may vote at any general meeting in respect thereof as if he was the registered holder of such shares, 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 he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof. | Votes in respect of shares of deceased or insolvent members, etc. |
| 101. | Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll. | Business may proceed pending poll |
| 102. | No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien. | Restriction on voting rights |

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| Restriction on exercise of voting rights in other cases to be void | 103. A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article. |
| Validity of the Vote | 104. i. 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. ii. Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive. |
| Equal rights of members | 105. Any member shall enjoy the same rights and be subject to the same liabilities as all other members of the same class. |

Proxy

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| Member may vote in person or otherwise | 106. Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting. |
| Proxies when to be deposited | 107. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised 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 the taking of the poll; and in default the instrument of proxy shall not be treated as valid. |
| Form of proxy | 108. An instrument appointing a proxy shall be in the form as prescribed in the Rules and under the Act. |
| Proxies to be valid notwithstanding death of the principal | 109. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used. |

Board of Directors

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| Board of directors | 110. Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than 3 (three) and shall not be more than 16(sixteen). ¹ |
| Nominee Directors | 111. Notwithstanding anything contrary contained in the Articles, if the Company has availed any loan(s) from, or issued any debentures or other instruments/securities to, any bank(s), financial institution(s), non-banking financial companies, asset reconstruction companies or any other body corporate ("Lender(s)") and so long as any monies with respect to such loan(s) granted by such Lender(s) to the Company remain outstanding by the Company to any Lender(s) or so long as the Lender(s) continue to hold debentures in the Company by direct subscription or private placement, or so long as the Lender(s) hold equity shares in the Company as a result of conversion of such loans/debentures, or if the agreement with the respective |

¹ Passed by way of Special Resolution at the Annual General Meeting held on September 18, 2014

Lender(s) provide for appointment of any person or persons as a Director or Directors, or if the Company is required to appoint any person as a director pursuant to any agreement, (which Director or Directors is / are herein after referred to as "Nominee Director(s) / Observer(s)") on the Board, the Company may appoint such person nominated by such Lender(s) as Nominee Director / Observer, in accordance with the terms and conditions specified in the agreement executed with such Lender.

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| 112. | The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company, subject to section 203 of the Act. | Same individual may be Chairperson and Managing Director / Chief Executive Officer |
| 113. | The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. | Remuneration of directors |
| 114. | <p>i. The remuneration payable to the Directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting.</p> <p>ii. In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid all travelling, hotel and other expenses properly incurred by them—</p> <p style="margin-left: 40px;">a. in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or</p> <p style="margin-left: 40px;">b. in connection with the business of the company.</p> | <p>Remuneration to require members' consent</p> <p>Travelling and other expenses</p> |
| 115. | The fees payable to the Director for attending the meeting of the Board or committee thereof shall be decided by the Board of Directors from time to time within the maximum limits of such fees that may be prescribed under the Act or the Rules. | |
| 116. | The Company may exercise the powers conferred on it by section 88 of the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register. | |
| 117. | All cheques, promissory notes, drafts, <i>hundis</i> , 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 or a committee thereof shall from time to time by resolution, determine. | Execution of negotiable instruments |
| 118. | Every Director present at any meeting of the Board or of a committee thereof shall sign his name in the attendance book or attendance sheet kept for that purpose or submit a duly signed attendance slip which shall be maintained as part of the book to be kept for that purpose. | |
| 119. | <p>i. Subject to the provisions of the Act, the Board shall have 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 the Articles.</p> <p>ii. Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.</p> | <p>Appointment of Additional director</p> <p>Duration of the office of the additional director</p> |

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| Appointment of alternate director | 120. | The Board may appoint an alternate director to act for a Director (hereinafter in this Article 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 for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act. |
| Duration of office of alternate director | 121. | An alternate director 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. |
| Re-appointment provisions applicable to Original Director | 122. | If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the alternate director. |
| Appointment of director to fill casual vacancies | 123. | <p>i. If the office of any Director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.</p> <p>ii. The Director so appointed shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not been vacated.</p> |

Power of Board

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| General powers of the Company vested in Board | 124. | The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. |
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Borrowing Powers

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| Power to borrow | 125. | The Directors may, from time to time, at their discretion, raise or borrow, or secure the payment of, any sum or sums of money for the purposes of the Company; Provided that the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not at any time except with the consent of the Company by way of special resolution in general meeting exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose. |
| Conditions on which money may be borrowed | 126. | The Directors, with shareholders' consent where required by the Act and Rules, may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and, in particular, by the issue of debentures or debenture-stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being. |

Proceedings of the Board

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| When meeting to be convened | 127. | <p>i. The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.</p> |
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| ii. | The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time summon a meeting of the Board. | Who may summon Board meeting |
| 128. | A meeting of the Board of Directors shall be held at least four times every year and not more than 120 days shall lapse between two Board meetings. | |
| 129. | Notice of every meeting of the Board of Directors of the Company shall be given in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means. | Notice of Meetings |
| 130. | The quorum for a Board meeting shall be as provided in the Act. | Quorum for Board meetings |
| 131. | The participation of Directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law. | Participation at Board meetings |
| 132. | i. Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. | Questions at Board meeting how decided |
| | ii. In case of an equality of votes, the Chairperson of the Board shall have a second or casting vote. | Casting vote of Chairperson at Board meeting |
| 133. | 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 summoning a general meeting of the Company, but for no other purpose. | Directors not to act when number falls below minimum |
| 134. | i. The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. | Who to preside at meetings of the Board |
| | ii. The Board may elect one of their members as Co-Chairperson to preside over their meetings in the absence of the Chairperson and determine the period for which he is to hold office. The Co-Chairperson shall in the absence of the Chairperson, have all the powers conferred on the Chairperson by these Articles. | Directors to elect a Co-Chairperson |
| | iii. The Board may elect one of their members as Vice Chairman to preside over their meetings in the absence of the Chairperson and Co-Chairperson and determine the period for which he is to hold office. The Vice Chairman shall in the absence of the Chairperson and Co-Chairperson, have all the powers conferred on the Chairperson by these Articles. | Directors to elect a Vice Chairman |
| | iv. If no such Chairperson, Co-Chairperson or Vice Chairman is elected, or if at any meeting the Chairperson, Co-Chairperson and Vice Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairperson of the meeting. | Absence of Chairperson |
| 135. | i. The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. | Delegation of powers |
| | ii. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board. | Committee to conform to Board regulations |

- Participation at Committee meetings 136. The participation of Directors in a meeting of the committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.
- Chairperson of Committee 137. i. A committee may elect a Chairperson of its meetings.
- Who to preside at meetings of Committee ii. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
- Committee to meet 138. i. A committee may meet and adjourn as it thinks fit.
- Questions at Committee meeting how decided ii. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
- Acts of Board or Committee valid notwithstanding defect of appointment 139. All acts done in any meeting of the Board or of a 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, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director.
- Passing of resolution by circulation 140. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

**Chief Executive Officer, Manager, Company Secretary,
Whole Time Director, Chief Financial Officer**

141. Subject to the provisions of the Act,—
- Chief Executive Officer, etc i. A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon 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 of the Board;
- Director may be chief executive officer, etc. ii. A Director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
- Same person not authorized to act in different capacity 142. A provision of the Act or these regulations requiring or authorising 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 its 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.

Managing Director

- Managing Director 143. i. Subject to the provisions of the Act, the Directors may from time to time appoint one or more of their body to be the Managing Director of the Company, in accordance with the provisions of the Act and the Rules
- ii. A Managing Director so appointed shall exercise the powers and authorities conferred upon him by an agreement entered into between him and the

Company and/or by a resolution of the Board and be subject to the obligations and restrictions imposed upon him thereby or by the Act.

Registers

144. The Company shall keep and maintain at its registered office all statutory registers including, register of charges, register of annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.
- Statutory registers
- i. The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register.
- Foreign register
- ii. The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, *mutatis mutandis*, as is applicable to the register of members.

The Seal

145. The Company shall have a common Seal and the Directors shall provide for the safe custody thereof. The Seal shall not be affixed to any instrument except:
- Seal
- i. by the authority of a resolution of the Board of Directors or a committee of the Board authorized in that behalf, and
- ii. in the presence of at least two Directors or one Director and the secretary of the Company or such other person as the Board may appoint for the purpose, who shall sign every instrument to which the Seal is so affixed. Such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

Dividends and Reserve

146. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
- Company in general meeting may declare dividends
147. Subject to the provisions 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.
- Interim dividends
148. i. 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 provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.
- Dividends only to be paid out of profits
- ii. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
- Carry forward of profits

- Division of profits 149. i. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.
- Payments in advance ii. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.
- Dividends to be apportioned iii. All dividends shall be apportioned and paid proportionately to the amounts paid or 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.
- No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom 150. 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.
151. The Board may retain dividends payable upon shares in respect of which any person is, under the *Transmission* clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.
152. i. Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or cheque or warrant sent through post or courier 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.
- Instrument of payment ii. Every such cheque or warrant or electronic payment mode shall be made payable to the order of the person to whom it is sent.
- Receipt of one holder sufficient 153. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
- Notice of Dividend 154. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
- Waiver of dividend 155. The waiver in whole or in part of any dividend on any share by any document (whether or not under Seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.
- No Interest on Dividend 156. No dividend shall bear interest against the Company.

Accounts

- Inspection by Directors 157. The books of account and books and papers of the Company, or any of them, shall be open to the inspection of Directors in accordance with the applicable provisions of the Act and the Rules.
158. i. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members not being Directors.

- ii. No member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting. Restriction on inspection by members

Winding up

159. Subject to the provisions of Chapter XX of the Act and Rules thereunder— Winding up of Company
- i. If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
- ii. For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- iii. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity and Insurance

160. Subject to the provisions of the Act, every Director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such Director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such Director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses. Directors and officers right to indemnity
161. Subject as aforesaid, every Director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by a court or such authority.
162. The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former Directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably. Insurance

General Power

163. Wherever in the Act or the Rules, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided. General Power

Secrecy Clause

Secrecy clause

164. Subject to the provisions of the Act, no member shall be entitled to require discovery of any information respecting any detail of the Company's trading or any matter in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Board of Directors it may be inexpedient in the interest of the Company to communicate to the public.

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

| Name of Subscribers | Addresses, Occupation and Description of Subscribers | Number of Shares taken by each Subscriber | Signature of Subscriber | Signature of Witnesses, and their Addresses, Description and Occupation |
|---------------------------------|--|---|-------------------------|---|
| MRS. CHANDRIKA UNNI | W/o. Mr. K. K. Unni 2, Devonshire House 3, West Field Estate B. Desai Road, Bombay – 400 026 Business | (10) Ten Equity Shares | Sd/- | Sd/- MR. RICHARD E. D'SOUZA S/o. John B. D'Souza Picardo & Narkar 68-B, Nariman Bhavan, 227, Nariman Point, Bombay 400 021 Chartered Accountants |
| DR. (MRS.) ANITA PICARDO | W/o. Mr. A.T. Picardo 39, Rebello House, 130, Hill Road, Bandra, Bombay – 400 050 Company Executive | (10) Ten Equity Shares | Sd/- | |
| TOTAL | | (20) Twenty Equity Shares | | |

Bombay, 23rd February, 1981

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 226 OF 2003

CONNECTED WITH

COMPANY APPLICATION NO. 87 OF 2003

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 Leela Hotels Limited;
AND
IN THE MATTER of the Scheme of Amalgamation of
Leela Hotels Limited with Hotel Leelaventure Limited.

| | | |
|--|---|---------------|
| Leela Hotels Limited |) | |
| a company incorporated under the |) | |
| Companies Act, 1956 (No. 1 of 1956) and |) | |
| having its Registered Office at The Leela, Sahar |) | |
| Mumbai 400 059, India |) | ...Petitioner |

Coram: D.G. Karnik J.
Date: 24th July, 2003

UPON the Petition of Leela Hotels Limited, the Petitioner abovenamed solemnly declared on the 27th day of February, 2003 and presented to this Hon'ble Court on the 28th day of February, 2003 for sanction of the arrangement embodied in the proposed Scheme of Amalgamation of Leela Hotels Limited (hereinafter referred to as "the Transferor Company" or "the Petitioner") with Hotel Leelaventure Limited (hereinafter referred to as "the Transferee Company") and for other consequential reliefs as mentioned in the Petition AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mr. Vivek Nair, Director of the Petitioner Company, solemnly affirmed on the 27th day of February, 2003, verifying the said Petition AND UPON READING the Affidavit of Mr. Vivek Nair solemnly affirmed on the 26th day of May, 2003 proving the publication of Notice of the date of hearing of the Petition in the English newspaper namely Free Press Journal, Mumbai Edition dated the 10th day of May, 2003 and Marathi newspaper Navshakti, Mumbai Edition dated the 11th day of May, 2003 and proving despatch of notice of date of hearing of Petition upon the unsecured creditors of the Petitioner pursuant to the Order dated 3rd April, 2003 passed by the Hon'ble Court in abovementioned Petition AND UPON READING the Affidavit of Mr. Bhagwan W. Sawant, Clerk in the office of the Advocates for the Petitioner Company dated the 24th day of April, 2003 proving service of notices of hearing of the Petition upon the Regional Director, Department of Company Affairs, Maharashtra, Mumbai and the Official Liquidator, High Court, Bombay AND UPON READING the Order dated 21st day of February, 2003 passed by this Hon'ble Court in Company Application No. 87 of 2003 whereby holding of the meeting of the shareholders holding equity shares of the Petitioner Company for the purpose of approving the Scheme of Amalgamation of the Petitioner Company with the Transferee Company was dispensed with as the shareholders

of the Petitioner Company had given their consent to the Scheme which are annexed as Exhibits "F" to the Affidavit of Smt. Anna R. Malhotra dated 11th day of February, 2003 in support of the said Company Application No. 87 of 2003 AND the Petitioner Company was directed to obtain consent to the Scheme of the six individual nominee shareholders holding in the aggregate 60 shares in the Petitioner Company before the final hearing of the Petition AND meeting of creditors of the Petitioner was also dispensed with in view of the averment made in paragraph 22 of the said Affidavit of Smt. Anna R. Malhotra dated the 11th day of February, 2003 in support of Company Application No. 87 of 2003 and the undertaking given by the Petitioner Company to give notice of hearing of the Petition to individual creditors of the Petitioner Company AND in view of the judgement passed by this Hon'ble High Court in Mahaamba Investments Limited vs. IDI Limited (105 Company Cases 16) and in view of the averments made in paragraph 26 (A) and (B) of the Affidavit of Smt. Anna R. Malhotra in Company Application No. 87 of 2003, a separate application by the Transferee Company was not necessary AND UPON READING the consent or nominee shareholders annexed as Exhibits 'G 1' to 'G 6' to the Petition AND UPON READING the Affidavit dated 25th day of March, 2003 of Mr. Vivek Nair, clarifying correct positions on the Balance Sheet of the Transferor Company and the Transferee Company AND UPON READING the Report dated 25th day of June, 2003 of the Official Liquidator, High Court Bombay wherein he has opined that the affairs of the Petitioner Company have not been conducted in a manner prejudicial to the interest of its members or to public interest AND UPON READING the affidavit dated 18th day of June, 2003 of Mr. Chakradhara Paik, Regional Director, Western Region, Department of Company Affairs stating that the Scheme is not prejudicial to the interest of creditors and shareholders of the Petitioner Company AND UPON HEARING Mr. Virag V. Tulzapurkar, Counsel with Mr. Balakrishnan, instructed by M/s. Crawford Bayley & Co. for the Petitioner Company, Mr. R.C. Master, Panel Counsel instructed by Mr. H.L. Rathod for the Regional Director, Department of Company Affairs, Maharashtra, Mumbai, who submits to the Order of the Court, and Mr. S.R. Kom, the Official Liquidator, High Court, Bombay, who also submits to the order of the Court AND no other person or persons entitled to appear at the hearing of the said Petition appearing this day either in support of the said Petition or to show cause against the same THIS COURT DOTH HEREBY SANCTION the arrangement embodied in the proposed Scheme of Amalgamation of Leela Hotels Limited, the Petitioner Company with Hotel Leelaventure Limited, the Transferee Company as set forth in Exhibit "A" to the said Petition and in the Schedule hereto AND THIS COURT DOTH HEREBY DECLARE THAT the same shall be binding with effect from 1st day of April, 2002 on the Petitioner Company and the Transferee Company and all the members and creditors of the Petitioner Company and the Transferee Company respectively AND THIS COURT DOTH ORDER that with effect from the 1st day of April, 2002 (hereinafter referred to as the "Appointed Date") the entire business and Undertaking of the Petitioner Company as described in the Scheme of Amalgamation and the Schedule hereto shall, without any further act or deed stand transferred to and vested in the Transferee Company in accordance with and pursuant to the provisions of Section 394 of the Companies Act, 1956, AND THIS COURT DOTH FURTHER ORDER that with effect from the Appointed Date all the debts, liabilities, duties and obligations of the Petitioner Company shall, without any further act or deed stand transferred to or be deemed to be transferred to the Transferee Company pursuant to the provisions of Section 394 of the Companies Act, 1956 so as to become the debts, liabilities, duties and obligations of the Transferee Company AND THIS COURT DOTH FURTHER ORDER that with effect from the Appointed Date all suits, actions and proceedings of whatever nature pending by or against the Petitioner Company shall be continued,

prosecuted and enforced by or against the Transferee Company AND THIS COURT DOTH FURTHER ORDER that upon the Scheme becoming effective the shares of the Petitioner Company held by the Transferee Company shall stand cancelled as the Petitioner Company is wholly owned subsidiary of the Transferee Company AND THIS COURT DOTH FURTHER ORDER that upon the Scheme of Amalgamation becoming effective the Petitioner Company shall stand dissolved without winding up AND THIS COURT DOTH FURTHER ORDER that Petitioner Company do within 30 (thirty) days from the date of sealing of the Order cause a certified copy of the Order to be delivered to and filed with the Registrar of Companies, Maharashtra, Mumbai, for registration and upon such certified copy of the Order being so filed the Petitioner Company shall stand dissolved without winding up and the Registrar of Companies, Maharashtra, Mumbai, shall transfer all the files, documents and records relating to the Petitioner Company and registered with him on the files, documents and records kept by him relating to the Transferee Company and consolidate the files and records of the Petitioner Company and the Transferee Company accordingly AND THIS COURT DOTH FURTHER ORDER that the parties to the said Scheme of Amalgamation sanctioned herein and any other person, or persons interested therein, shall be at liberty to apply to this Hon'ble Court for any directions that may be necessary in regard to the working of the Scheme of Amalgamation sanctioned herein annexed as Schedule hereto in the above matter AND THIS COURT DOTH LASTLY ORDER that the Petitioner Company do pay a sum of Rs.2,500/- (Rupees Two thousand five hundred only) each to Regional Director, Department of Company Affairs, Maharashtra, Mumbai, and the Official Liquidator, High Court, Bombay, towards the costs of the Petition, WITNESS SHRI CHUNILAL KARSANDAS THAKKER, the Chief Justice at Bombay aforesaid this 24th day of July, 2003.

By the Court

Sd/-

for Prothonotary & Senior Master

Dated this 5th day of August, 2003

Order sanctioning of the Scheme)
of Amalgamation drawn on the)
Application of Crawford Bayley & Co.)
Advocates for the Petitioner Company)
Having their office at State Bank Buildings)
NGN Vaidya Marg, Fort, Mumbai 400 023.)

SCHEDULE
SCHEME OF AMALGAMATION OF
LEELA HOTELS LIMITED
WITH
HOTEL LEELAVENTURE LIMITED

PART I - GENERAL

1. This Scheme of Amalgamation (hereinafter referred to as the "Scheme") provides for the amalgamation of Leela Hotels Limited with Hotel Leelaventure Limited, pursuant to Sections 391 to 394 and other relevant provisions of the Companies Act, 1956.
2. In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:

"Act" means the Companies Act, 1956 including any statutory modification(s) or re-enactment(s) thereof;

"Appointed Date" means April 1, 2002;

"Assets" or **"Undertaking"** of the Transferor Company means and includes all the undertakings, the entire business, all the properties (whether movable or immovable, tangible or intangible), buildings and structures, offices, residential and other premises, capital work in progress, furniture, fixtures, office equipment, appliances, accessories, vehicles, deposits, all stocks, assets, cash balances with banks, loans, advances, contingent rights or benefits, receivables, benefit of any deposits, financial assets, leases (including lease rights) and benefit of any security arrangements, reversions, powers, authorities, allotments, approvals, permits and consents, rights, entitlements, contracts, licenses (industrial and otherwise), municipal permissions, tenancies in relation to the office, and/or residential premises for the employees or other persons, leases, licenses, fixed and other assets, benefits of assets or properties or other interests and all other rights including loans, title, interests, other benefits (including tax benefits) all records, files, papers, computer programmes, manuals, data, catalogues, sales and advertising materials, lists and other records in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company.

"Effective Date" or **"coming into effect of this Scheme"** or **"effectiveness of this Scheme"** with their grammatical variations, if any, means the last of the dates on which all the orders, approvals, consents, conditions, matters or filings referred to in Clause 17 hereof have been obtained or fulfilled;

"LHL" or **"Transferor Company"** means Leela Hotels Limited, a company incorporated under the Companies Act, 1956, and having its registered office at Sahar, Mumbai 400 059, India;

"HLVL" or **"Transferee Company"** or **"Holding Company"** means Hotel Leelaventure Limited, a company incorporated under the Companies Act, 1956 and having its registered office at The Leela, Sahar, Mumbai 400 059, India;

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contract Regulation Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modifications or re-enactments thereof from time to time.

PART II - SHARE CAPITAL

3. (a) The share capital of the Transferor Company is as under:

| | |
|---|----------------|
| Authorised | Rupees |
| 12,50,00,000 Equity Shares of Rs. 10/- each | 1,25,00,00,000 |
| Issued | |
| 7,51,00,360 Equity Shares of Rs. 10 each | 75,10,03,600 |
| | |
| Subscribed and Paid Up | Rupees |
| 4,26,64,617 Equity Shares Rs. 10 each | 42,66,46,170 |

(b) The share capital of the Transferee Company is as under:

| Authorised | Rupees | Rupees |
|--|---------------|-----------------------|
| 7,50,00,000/- Equity Shares of Rs.10/- each | | 75,00,00,000 |
| 90,00,000 Cumulative Redeemable Preference Shares of Rs.100/- each | | 90,00,00,000 |
| TOTAL | | 1,65,00,00,000 |

| Issued, Subscribed and Paid-up | Rupees | Rupees |
|---|---------------|----------------------|
| Equity Shares | | |
| 6,03,69,554 Equity Shares of Rs.10/- each | 60,36,95,540 | |
| Less: Calls in Arrears (Other than Directors) | 62,425 | 60,36,33,115 |
| Preference Shares | | |
| 6,15,000, 12.50% Cumulative Redeemable Preference Shares of Rs.100/- each | 6,15,00,000 | |
| 10,25,000, 11% Cumulative Redeemable Preference Shares of Rs.100/- each. | 10,25,00,000 | |
| 45,00,000, 7.25% Non-Cumulative Redeemable Preference Shares of Rs.100/- each | 45,00,00,000 | 61,40,00,000 |
| TOTAL | | 121,76,33,115 |

(c) The Transferor Company is a wholly owned subsidiary of the Transferee Company.

PART III - TRANSFER AND VESTING

4. Upon the coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme:
 - (a) The Undertaking and the Assets shall, pursuant to Section 394(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stood transferred to and vested in the Transferee Company as a going concern so as to become as and from the Appointed Date, the undertaking, estate, assets, rights, title and interests and authorities of the Transferee Company.
 - (b) All assets, estate, rights, title, interest, licenses and authorities acquired by or permits, quotas, approvals, permissions, incentives, loans or benefits, subsidies, concessions, grants, claims, leases, tenancy rights, liberties, and other assets, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by and/or all rights and benefits that have accrued or which may accrue to the Transferor Company after the Appointed Date and prior to the Effective Date in connection or in relation to the operation of the Undertaking shall, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested or deemed to have been transferred to and vested in the Transferee Company.
5. Upon the coming into effect of this Scheme and with effect from the Appointed Date:
 - (a) All secured and unsecured debts, all liabilities, duties and obligations of the Transferor Company alongwith any charge, encumbrance, lien or security thereon (hereinafter referred to as the "said Liabilities") shall, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in or deemed to have been transferred to and vested in, so as to become the debts, liabilities, duties and obligations of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause.
 - (b) Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the

Transferor Company and the Transferee Company shall stand discharged and there shall be no liability in that behalf on either party.

- (c) (i) Where any of the liabilities and obligations of the Transferor Company as on the Appointed Date transferred to the Transferee Company have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.
 - (ii) All loans raised and utilized and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Company in relation to or in connection with the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
 - (iii) All estates, assets, rights, title, interests and authorities accrued to and/or acquired by the Transferor Company in relation to or in connection with the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been accrued to and/or acquired for and on behalf of the Transferee Company and shall, upon the coming into effect of this Scheme, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the estates, assets, rights, title, interest and authorities of the Transferee Company.
6. (a) With effect from Appointed Date and up to the Effective Date:
- (i) The Transferor Company shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for, the Transferee Company;
 - (ii) All the profits or incomes accruing or arising to the Transferor Company, or expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Company shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditures or losses or taxes of the Transferee Company, as the case may be.
- (b) With effect from the Appointed Date and upto and including the Effective Date, the Transferor Company shall carry on its business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of group companies or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertaking save and except in each case in the following circumstances:
- (a) if the same is in its ordinary course of business as carried on by it as on the Appointed Date;
 - (b) if the same is expressly permitted by this Scheme; or
 - (c) if written consent of the Transferee Company has been obtained.
7. If any suit, appeal, or other proceedings of whatever nature (hereinafter called "the proceedings") by or against the Transferor Company be pending as on the Effective Date, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking of the Transferor Company or of anything contained in the Scheme, but the proceedings shall be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted or enforced by or against the Transferor Company if the Scheme had not been made.
8. (a) Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments (including all tenancies, leases, licenses and other assurances in favour of the Transferor Company or powers or authorities granted by or to it) 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 are subsisting or having effect immediately before the Effective Date, shall, without any further act, instrument or deed, be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company shall, at any time prior to the Effective Date, wherever necessary, enter into, and/or issue and/or execute deeds, writings, confirmations, any tripartite arrangements or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause.

- (b) The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, be deemed to be authorised to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.
9. The Transferor Company has no workmen, staff or other employees as on and from the Appointed Date.
10. On the Scheme becoming effective, the Transferor Company shall be dissolved without being wound up.

PART IV - REORGANISATION OF CAPITAL

11. All the equity shares of Rs.10/- each in the Transferor Company, held by the Transferee Company on the Effective Date shall be cancelled and shall be deemed to have been cancelled without any further act or deed, and no shares of the Transferee Company shall be issued in lieu thereof.

PART V - GENERAL TERMS AND CONDITIONS

12. (a) From the Appointed Date and upto and including the Effective Date, the Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective equity shareholders in respect of the accounting period after the Appointed Date and prior to the Effective Date, provided that the Transferor Company shall not make any such declaration, except with the prior approval of the Board of Directors of the Transferee Company.
- (b) Until the coming into effect of this Scheme, the holder of equity shares of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.
- (c) It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of any of the Transferor Company and/or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors of the Transferor Company and the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.
13. (a) Upon the coming into effect of this Scheme and with effect from the Appointed Date, for the purpose of accounting for and dealing with the value of the assets and liabilities of the Transferor Company in the books of the Transferee Company, the book value of the assets and liabilities of the Transferor Company as of the Appointed Date shall be taken into account, and accounted for appropriately.
- (b) If considered appropriate for the purpose of application of uniform accounting methods and policies between the Transferor Company and the Transferee Company, the Transferee Company may make suitable adjustments and reflect the effect thereof in the General Reserve of the Transferee Company.
14. The Transferor Company and the Transferee Company shall with all reasonable despatch, make all applications/petitions under Sections 391 and 394 and other applicable provisions of the Act to the High Court of Judicature at Bombay for sanction of this Scheme and for the dissolution of the Transferor Company without winding up, as of the Appointed Date.

15. Upon the coming into effect of this Scheme the Board of Directors, and any committee(s) thereof of the Transferor Company shall without any further act, instrument or deed be and stand dissolved.
16. (a) The Transferor Company and the Transferee Company may assent from time to time on behalf of all persons concerned to any modifications or amendments or additions to this Scheme or to any conditions or limitations which either the Board of Directors or a committee or committees of the concerned Board or any Director authorised in that behalf by the concerned Board of Directors (hereinafter referred to as the "Delegates") of the Transferor Company and the Transferee Company deem fit, or which the High Court of Judicature at Bombay or any other authorities under law may deem fit to approve of or impose and which the Transferor Company and the Transferee Company may in their discretion deem fit and to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or to review the position relating to the satisfaction of the conditions to this Scheme and if necessary, to waive any of those (to the extent permissible under law) for bringing this Scheme into effect. In the event that any of the conditions may be imposed by the Courts or other authorities which the Transferor Company or the Transferee Company may find unacceptable for any reason, then the Transferor Company and the Transferee Company are at liberty to withdraw the Scheme. The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by the Delegates of the respective Companies.
- (b) For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Delegates of the Transferor Company and the Transferee Company may give and are authorised to determine and give all such directions as are necessary including directions for setting or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.
17. This Scheme is conditional upon and subject to:
 - (a) The Scheme being agreed to by the requisite majority of the members of the Transferee Company as required under the Act and the requisite orders of the High Court of Judicature at Bombay referred to in Clause 14 above being obtained.
 - (b) Such other sanctions and approvals including sanctions of any governmental or regulatory authority, creditor, lessor or contracting party as may be required by law or contract in respect of the Scheme being obtained; and
 - (c) The certified copies of the court orders referred to in this Scheme being filed with the Registrar of Companies, Maharashtra.
18. (a) In the event of any of the approvals or conditions enumerated in the Scheme not being obtained or complied, or for any other reason, this Scheme cannot be implemented, then the Board of Directors of Hotel Leelaventure Limited and Leela Hotels Limited shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement or in case this Scheme is not sanctioned by the High Court of Judicature at Bombay or does not otherwise become effective by 31st July, 2003 or within such further period or periods as may be agreed upon between Hotel Leelaventure Limited and Leela Hotels Limited through their respective Board of Directors, then the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with this Scheme.
- (b) Upon the Scheme so becoming null and void as per Clause 18(a) above, no person, including (but not limited to) any Shareholder, Transferee of Shares, or any Creditor, Customer of the Transferor Company and /or of the Transferee Company shall have any right against the respective Companies or the Board of Directors of the said Transferor and /or Transferee Company by reason of he either has, or has apprehensions as to he having, suffered any loss, damage, financial or otherwise, by relying upon any of the contents of the Scheme.
19. All costs, charges and expenses, including any taxes and duties of the Transferor Company and the Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company in pursuance of this Scheme shall be borne and paid by the Transferee Company.

CERTIFIED TO BE A TRUE COPY

Sd/-

For Porthonotorny and Senior Master

Dated this 5th day of August, 2003

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 110 OF 2005
CONNECTED WITH
COMPANY APPLICATION NO. 10 OF 2005

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 Vision Hotels & Resorts Limited;
AND
IN THE MATTER of the Scheme of Amalgamation of
Vision Hotels & Resorts Limited with Hotel
Leelaventure Limited.

| | | |
|---|---|---------------|
| Vision Hotels & Resorts Limited |) | |
| a company incorporated under the |) | |
| Companies Act, 1956 and having its |) | |
| Registered Office at The Leela Kempinski, |) | |
| Sahar, Mumbai 400059, India |) | ...Petitioner |

Coram : S.U. Kamdar J.

Date: 15th April, 2005

UPON the Petition of Vision Hotels & Resorts Limited, the Petitioner abovenamed solemnly declared on the 21st day of February, 2005 and presented to this Hon'ble Court on 21st day of February, 2005 for sanction of the arrangement embodied in the proposed Scheme of Amalgamation of Vision Hotels & Resorts Limited (hereinafter referred to as "the Transferor Company" or "the Petitioner Company") with Hotel Leelaventure Limited (hereinafter referred to as "the Transferee Company") and for other consequential reliefs as mentioned in the Petition AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mr. R. Venkatachalam, Authorised Signatory of the Petitioner Company, solemnly affirmed on the 21st day of February, 2005, verifying the said Petition AND UPON READING the Affidavit of Mr. R. Venkatachalam solemnly affirmed on the 21st day of March, 2005 proving the publication of Notice of the date of hearing of the Petition in the English newspaper namely Free Press Journal, Mumbai Edition dated the 12th day of March, 2005 and Marathi newspaper Navshakti, Mumbai Edition dated the 12th day of March, 2005 and proving service of notice of the date of hearing of the Petition to all the unsecured creditors of the Petitioner Company, pursuant to the Order dated 25th day of February, 2005 passed by the Hon'ble Court in abovementioned Petition AND UPON READING the Affidavit of Mr. Bhagwan W. Sawant, Clerk in the office of the Advocates for the Petitioner Company dated the 9th day of March, 2005 proving service of notices of hearing of the Petition upon the Regional Director, Department of Company Affairs, Maharashtra, Mumbai and the Official Liquidator, High Court, Bombay AND UPON READING the Order dated 14th day of January, 2005 passed by this Hon'ble Court in Company Application no. 10 of 2005, whereby holding of the meeting of the shareholders holding equity shares of the Petitioner Company for the purpose of approving the Scheme of Amalgamation of the Petitioner Company with the Transferee Company was dispensed

with as all the shareholders of the Petitioner Company had given their consent to the Scheme which are annexed as Exhibits "F-1" to "F-7" to the Affidavit of Mr. R. Venkatachalam dated the 10th day of January, 2005 in support of the said Company Application No. 10 of 2005 AND meeting of creditors of the Petitioner Company for the purpose of approving the Scheme of Amalgamation of the Petitioner Company with the Transferee Company was also dispensed with in view of the averment made in paragraphs 15 and 21 of the Affidavit of Mr. R. Venkatachalam dated 10th January, 2005 in support of the Company Application No. 10 of 2005 and the undertaking given by the Petitioner Company to give notice of the date of hearing of the Petition to all its unsecured creditors AND by the said order dated 14th January, 2005 it was ordered that in view of the judgment passed by this Hon'ble High Court in Mahaamba Investments Limited vs. IDI Limited (105 Company Cases 16) and in view of averments made in 24(A) and (B) of the Affidavit of Mr. R. Venkatachalam dated 10th day of January, 2005 in support of Company Application no. 10 of 2005 a separate application by the Transferee Company was not necessary AND UPON READING the Report dated 13th day of April, 2005 of the Official Liquidator, High Court Bombay wherein he has opined that the affairs of the Petitioner Company have not been conducted in a manner prejudicial to the interest of its members or to public interest AND UPON READING the affidavit dated 13th day of April, 2005 of Mr. Chakradhara Paik, Regional Director, Western Regional, Ministry of Company Affairs stating that a complaint has been filed by Mr. Dhirendra Gandhi, a shareholder of the Transferee Company with the Registrar of Companies, Maharashtra, Mumbai against the affairs of the Transferee Company and further stated that as Transferor Company is 100% wholly owned subsidiary of the Transferee Company the said complaint will not affect the Scheme in any way as the Transferee Company continues to exist and stated that save as aforesaid the Scheme is not prejudicial to the interest of creditors and shareholders of the Petitioner Company AND UPON HEARING Mr. Balakrishnan, Advocate, instructed by M/s. Crawford Bayley & Co., Advocate for the Petitioner Company, Mr. C.J.Joy with Mr. R.C. Master and Mr. M.M.Goswami, Panel Counsel instructed by Dr. T.C.Kaushik, Advocate for the Regional Director, Department of Company Affairs, Maharashtra, Mumbai, who submits to the Order of the Court, and Mr. S.C. Gupta, the Official Liquidator, High Court, Bombay, who also submits to the order of the Court AND no other person or persons entitled to appear at the hearing of the said Petition appearing this day either in support of the said Petition or to show cause against the same THIS COURT DOTH HEREBY SANCTION the arrangement embodied in the Scheme of Amalgamation of Vision Hotels & Resorts Limited, the Petitioner Company with Hotel Leelaventure Limited, the Transferee Company as set forth in Exhibit "A" to the said Petition and in the Schedule hereto, subject to the continuance of the complaint filed by Mr. Dhirendra Gandhi, a shareholder of the Transferee Company with the Registrar of Companies, Maharashtra, Mumbai, against the Transferee Company AND THIS COURT DOTH HEREBY DECLARE THAT the same shall be binding with effect from 1st day of April, 2005 on the Petitioner Company and the Transferee Company and all the members and creditors of the Petitioner Company and the Transferee Company respectively AND THIS COURT DOTH ORDER That with effect from the 1st day of April, 2004 (hereinafter referred to as the "Appointed Date") the entire business and Undertaking of the Petitioner Company as described in the Scheme of Amalgamation and the Schedule hereto shall, without any further act or deed stand transferred to and vested in the Transferee Company in accordance with and pursuant to the provisions of Section 394 of the Companies Act, 1956, AND THIS COURT DOTH FURTHER ORDER that with effect from the Appointed Date all the debts, liabilities, duties and obligations of the Petitioner Company shall, without any further act or deed stand transferred to or be deemed to be transferred

to the Transferee Company pursuant to the provisions of Section 394 of the Companies Act, 1956 so as to become the debts, liabilities, duties and obligations of the Transferee Company AND THIS COURT DOTH FURTHER ORDER that with effect from the Appointed Date all suits, actions and proceedings of whatever nature pending by or against the Petitioner Company shall be continued, prosecuted and enforced by or against the Transferee Company as effectually as if the same had been pending and/or arising by or against the Transferee Company and the Transferee Company shall or may initiate any legal proceedings for and on behalf of the Petitioner Company on and from the Effective Date as defined in the Scheme of Amalgamation AND THIS COURT DOTH FURTHER ORDER that upon the Scheme becoming effective the shares of the Petitioner Company held by the Transferee Company shall stand cancelled as the Petitioner Company is wholly owned subsidiary of the Transferee Company. AND THIS COURT DOTH FURTHER ORDER that upon the Scheme of Amalgamation becoming effective the Petitioner Company shall stand dissolved without winding up AND THIS COURT DOTH FURTHER ORDER that Petitioner Company do within 30 (thirty) days from the date of sealing of the Order cause a certified copy of the Order to be delivered to and filed with the Registrar of Companies, Maharashtra, Mumbai, for registration and upon such certified copy of the Order being so filed the Petitioner Company shall stand dissolved without winding up and the Registrar of Companies, Maharashtra, Mumbai shall transfer all the files, documents and records relating to the Petitioner Company and registered with him on the files, documents and records kept by him relating to the Transferee Company and consolidate the files and records of the Petitioner Company and the Transferee Company accordingly AND THIS COURT DOTH FURTHER ORDER that the parties to the said Scheme of Amalgamation sanctioned herein and any other person, or persons interested therein, shall be at liberty to apply to this Hon'ble Court for any directions that may be necessary in regard to the working of the Scheme of Amalgamation sanctioned herein and annexed as Schedule hereto in the above matter AND THIS COURT DOTH LASTLY ORDER that the Petitioner Company do pay a sum of Rs.2500/- (Rupees Two Thousand Five Hundred only) each to Regional Director, Department of Company Affairs, Maharashtra, Mumbai, and the Official Liquidator, High Court, Bombay, towards the costs of the Petitioner,

WITNESS SHRI DALVEER BHANDARI, the Chief Justice at Bombay aforesaid this 15th day of April, 2005.

By the Court

Sd/-

For the Prothonotary & Senior Master

Dated this 5th day of May, 2005

Order sanctioning of the Scheme of)
 Amalgamation drawn on the Application)
 of Crawford Bayley & Co., Advocates for)
 the Petitioner Company having their office)
 at State Bank Buildings, NGN Vaidya Marg)
 Fort, Mumbai 400023)

SCHEDULE
SCHEME OF AMALGAMATION OF
VISION HOTELS & RESORTS LIMITED
WITH
HOTEL LEELAVENTURE LIMITED

PART I-GENERAL

1. This Scheme of Amalgamation (hereinafter referred to as the "Scheme") provides for the amalgamation of Vision Hotels & Resorts Limited with Hotel Leelaventure Limited, pursuant to Sections 391 to 394 and other relevant provisions of the Companies Act, 1956.
2. In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:

"Act" means the Companies Act, 1956 including any statutory modification(s) or re-enactment(s) thereof;

"Appointed Date" means April 1,2004;

"Assets" or **"Undertaking"** of the Transferor Company means and includes all the undertakings, the entire business, all the properties (whether movable or immovable, tangible or intangible), land, buildings and structures, offices, residential and other premises, capital work in progress, furniture, fixtures, office equipment, appliances, accessories, vehicles, deposits, all stocks, assets, cash balances with banks, loans, advances, contingent rights or benefits, receivables, benefit of any deposits, financial assets, leases (including lease rights) and benefit of any security arrangements, reversions, powers, authorities, allotments, approvals, permits, quotas and consents, rights, entitlements, contracts, licenses (industrial and otherwise), municipal permissions, tenancies in relation to the office, and/or residential premises for the employees or other persons, leases, licenses, fixed and other assets, benefits of assets or properties or other interests and all other rights including loans, title, interests, other benefits (including tax benefits) all records, files, papers, computer programmes, manuals, data, catalogues, sales and advertising materials, lists and other records in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company.

"Effective Date" or **"coming into effect of this Scheme"** or **"effectiveness of this Scheme"** with their grammatical variations, if any, means the last of the dates on which all the orders, approvals, consents, conditions, matters or filings referred to in Clause 17 hereof have been obtained or fulfilled;

"Vision" or **"Transferor Company"** means Vision Hotels & Resorts Limited, a company incorporated under the Companies Act, 1956, and having its registered office at The Leela, Sahar, Mumbai 400 059, India;

"HLVL or Transferee Company" or **"Holding Company"** means Hotel Leelaventure Limited, a company incorporated under the Companies Act, 1956 and having its registered office at The Leela Kempinski, Sahar, Mumbai 400 059, India;

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contract Regulation Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modifications or re-enactments thereof from time to time.

PART II - SHARE CAPITAL

3. (a) The share capital of the Transferor Company is as under:

| | |
|--------------------------------------|---------------|
| Authorised | Rupees |
| 50,000 Equity Shares of Rs.10/- each | 5,00,000 |
| Issued | |
| 50,000 Equity Shares of Rs.10/- each | 5,00,000 |
| Subscribed and Paid Up | Rupees |
| 50,000 Equity Shares of Rs.10/- each | 5,00,000 |

- (b) The share capital of the Transferee Company is as under:

| Authorised | Rupees | Rupees |
|--|---------------|-----------------------|
| 7,50,00,000/- Equity Shares of Rs.10/- each | | 75,00,00,000 |
| 90,00,000 Redeemable Preference Shares of Rs.100/-each | | 90,00,00,000 |
| TOTAL | | 1,65,00,00,000 |

| Issued, Subscribed and Paid-up | Rupees | Rupees |
|--|---------------|-----------------------|
| Equity Shares | | |
| 6,03,59,004 Equity Shares of Rs.10/- each | | 60,35,90,040 |
| Preference Shares | | |
| 1) 45,00,000, 7.25% Non-Cumulative Redeemable Preference Shares of Rs.100/- each | 45,00,00,000 | |
| 2) 35,00,000, 5.25% Non-Cumulative Redeemable Preference Shares of Rs.100/- each | 35,00,00,000 | 80,00,00,000 |
| TOTAL | | 1,40,35,90,040 |

- (c) The Transferor Company is a wholly owned subsidiary of the Transferee Company.

PART III - TRANSFER AND VESTING

4. Upon the coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme:
- The Undertaking and the Assets shall, pursuant to Section 394(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stood transferred to and vested in the Transferee Company as a going concern so as to become as and from the Appointed Date, the undertaking, estate, assets, rights, title and interests and authorities of the Transferee Company.
 - All assets, estate, rights, title, interest, licenses and authorities acquired by or permits, quotas, approvals, permissions, incentives, loans or benefits, subsidies, concessions, grants, claims, leases, tenancy rights, liberties, and other assets, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by and/or all rights and benefits that have accrued or which may accrue to the Transferor Company after the Appointed Date and prior to the Effective Date in connection or in relation to the operation of the Undertaking shall, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested or deemed to have been transferred to and vested in the Transferee Company.
5. Upon the coming into effect of this Scheme and with effect from the Appointed Date:
- All secured and unsecured debts, all liabilities, duties and obligations of the Transferor Company alongwith any charge, encumbrance, lien or security thereon (hereinafter referred to as the "said Liabilities") shall, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in or deemed to have been transferred to and vested in, so as to become the debts, liabilities, duties and obligations of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause.
 - Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall stand discharged and there shall be no liability in that behalf on either party.
 - (i) Where any of the liabilities and obligations of the Transferor Company as on the Appointed Date transferred to the Transferee Company have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.

- (ii) All loans raised and utilized and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Company in relation to or in connection with the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
 - (iii) All estates, assets, rights, title, interests and authorities accrued to and/or acquired by the Transferor Company in relation to or in connection with the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been accrued to and/or acquired for and on behalf of the Transferee Company and shall, upon the coming into effect of this Scheme, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the estates, assets, rights, title, interest and authorities of the Transferee Company.
- 6. (a) With effect from Appointed Date and up to the Effective Date:
 - (i) The Transferor Company shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for, the Transferee Company;
 - (ii) All the profits or incomes accruing or arising to the Transferor Company, or expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Company shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditures or losses or taxes of the Transferee Company, as the case may be.
- (b) With effect from the Appointed Date and upto and including the Effective Date, the Transferor Company shall carry on its business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of group companies or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertaking save and except in each case in the following circumstances:
 - (a) if the same is in its ordinary course of business as carried on by it as on the Appointed Date;
 - (b) if the same is expressly permitted by this Scheme; or
 - (c) if written consent of the Transferee Company has been obtained.
- 7. If any suit, appeal, or other judicial, quasi judicial or statutory proceedings of whatever nature (hereinafter called "the proceedings") by or against the Transferor Company be pending as on the Effective Date, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking of the Transferor Company or of anything contained in the Scheme, but the proceedings shall be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted or enforced by or against the Transferor Company if the Scheme had not been made.
- 8. (a) Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments (including all tenancies, leases, licenses and other assurances in favour of the Transferor Company or powers or authorities granted by or to it) 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 are subsisting or having effect immediately before the Effective Date, shall, without

any further act, instrument or deed, be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company shall, at any time prior to the Effective Date, wherever necessary, enter into, and/or issue and/or execute deeds, writings, confirmations, any tripartite arrangements or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause.

- (b) The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, be deemed to be authorised to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.
9. The Transferor Company has no workmen, staff or other employees as on and from the Appointed Date.
10. On the Scheme becoming effective, the Transferor Company shall be dissolved without being wound up.

PART IV - REORGANISATION OF CAPITAL

11. All the equity shares of Rs.10/- each in the Transferor Company, held by the Transferee Company on the Effective Date shall be cancelled and shall be deemed to have been cancelled without any further act or deed, and no shares of the Transferee Company shall be issued in lieu thereof.

PART V - GENERAL TERMS AND CONDITIONS

12. (a) From the Appointed Date and upto and including the Effective Date, the Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective equity shareholders in respect of the accounting period after the Appointed Date and prior to the Effective Date, provided that the Transferor Company shall not make any such declaration, except with the prior approval of the Board of Directors of the Transferee Company.
- (b) Until the coming into effect of this Scheme, the holder of equity shares of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.
- (c) It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of any of the Transferor Company and/or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors of the Transferor Company and the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.
13. (a) Upon the coming into effect of this Scheme and with effect from the Appointed Date, for the purpose of accounting for and dealing with the value of the assets and liabilities of the Transferor Company in the books of the Transferee Company, the book value of the assets and liabilities of the Transferor Company as of the Appointed Date shall be taken into account, and accounted for appropriately.
- (b) If considered appropriate for the purpose of application of uniform accounting methods and policies between the Transferor Company and the Transferee Company, the Transferee Company may make suitable adjustments and reflect the effect thereof in the General Reserve of the Transferee Company.
14. The Transferor Company and the Transferee Company shall with all reasonable despatch, make all applications/petitions under Sections 391 and 394 and other applicable provisions of the Act to the High Court of Judicature at Bombay or the National Company Law Tribunal ("the Tribunal"), as the case may be, for sanction of this Scheme and for the dissolution of the Transferor Company without winding up, as of the Appointed Date.
15. Upon the coming into effect of this Scheme the Board of Directors, and any committee(s) thereof of the Transferor Company shall without any further act, instrument or deed be and stand dissolved.

16. (a) The Transferor Company and the Transferee Company may assent from time to time on behalf of all persons concerned to any modifications or amendments or additions to this Scheme or to any conditions or limitations which either the Board of Directors or a committee or committees of the concerned Board or any Director authorised in that behalf by the concerned Board of Directors (hereinafter referred to as the "Delegates") of the Transferor Company and the Transferee Company deem fit, or which the High Court of Judicature at Bombay or the Tribunal, as the case may be, or any other authorities under law may deem fit to approve of or impose and which the Transferor Company and the Transferee Company may in their discretion deem fit and to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or to review the position relating to the satisfaction of the conditions to this Scheme and if necessary, to waive any of those (to the extent permissible under law) for bringing this Scheme into effect. In the event that any of the conditions may be imposed by the Courts or the Tribunal, as the case may be, or other authorities which the Transferor Company or the Transferee Company may find unacceptable for any reason, then the Transferor Company and the Transferee Company are at liberty to withdraw the Scheme. The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by the Delegates of the respective Companies.
- (b) For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Delegates of the Transferor Company and the Transferee Company may give and are authorised to determine and give all such directions as are necessary including directions for setting or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.
17. This Scheme is conditional upon and subject to:
- (a) The Scheme being agreed to by the requisite majority of the members of the Transferee Company as required under the Act and the requisite orders of the High Court of Judicature at Bombay or the Tribunal, as the case may be, referred to in Clause 14 above being obtained.
- (b) Such other sanctions and approvals including sanctions of any governmental or regulatory authority, creditor, less or or contracting party as may be required by law or contract in respect of the Scheme being obtained; and
- (c) The certified copies of the court orders referred to in this Scheme being filed with the Registrar of Companies, Maharashtra.
18. (a) In the event of any of the approvals or conditions enumerated in the Scheme not being obtained or complied, or for any other reason, this Scheme cannot be implemented, then the Board of Directors of Hotel Leelaventure Limited and Vision Hotels & Resorts Limited shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement or in case this Scheme is not sanctioned by the High Court of Judicature at Bombay or the Tribunal, as the case may be, or does not otherwise become effective by 31st July, 2005 or within such further period or periods as may be agreed upon between Hotel Leelaventure Limited and Vision Hotels & Resorts Limited through their respective Board of Directors, then the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with this Scheme.
- (b) Upon the Scheme so becoming null and void as per Clause 18(a) above, no person, including (but not limited to) any Shareholder, Transferee of Shares, or any Creditor, Customer of the Transferor Company and /or of the Transferee Company shall have any right against the respective Companies or the Board of Directors of the said Transferor and /or Transferee Company by reason of he either has, or has apprehensions as to he having, suffered any loss, damage, financial or otherwise, by relying upon any of the contents of the Scheme.
19. All costs, charges and expenses, including any taxes and duties of the Transferor Company and the Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company in pursuance of this Scheme shall be borne and paid by the Transferee Company.

CERTIFIED TO BE A TRUE COPY

Sd/-

For Porthonotorny and Senior Master

Dated this 5th day of May, 2005

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 38 OF 2007
CONNECTED WITH
COMPANY APPLICATION NO. 1124 OF 2006

In the matter of the Scheme of Arrangement of
Kovalam Hotels Limited with Hotel Leelaventure Limited

Kovalam Hotels Limited

Petitioners.
(Transferor Co.)

WITH

COMPANY PETITION NO. 733 OF 2007

CONNECTED WITH

COMPANY APPLICATION NO. 749 OF 2007

Hotel Leelaventure Limited

Petitioners.
(Transferee Co.)

Mr. Harinder Toor with Rajesh Shah i/b Rajesh Shah & Co., for the petitioners.

Ms. K.V. Gautam, Dy. Official Liquidator only in CP NO. 38 of 2007.

Mr. C.J. Joy with N.D. Sharma and Mr. G.C. Mishra, for Regional Director in both the petitions.

CORAM : D.B.BHOSALE, J.

DATED : 02.11.2007.

P.C.:

1. Heard learned counsel for the parties.
2. The sanction of the court is sought under sections 391 to 394 of the Companies Act, 1956 to a Scheme of arrangement of Kovalam Hotels Limited (for short, "transferor company") with Hotel Leelaventure Limited (for short, "transferee Company").
3. Counsel appearing on behalf of the Petitioners has stated before the court that insofar as transferor is concerned: (i) the equity shareholders at their meeting held on 4.12.2007 have approved the scheme by majority in number and 3/4" in value; (ii) all the secured creditors have granted their consents; and (iii) individual notices were dispatched to all the unsecured creditors in pursuance of the directions issued by this court while dispensing with the convening of the meeting of the unsecured creditors.
4. Insofar as the transferee is concerned, the court has been informed by the learned counsel that: (i) the equity shareholders at their meeting held on 13.8.2007 have approved the scheme unanimously; (ii) all the secured creditors have granted their consents; and (iii) individual notices were dispatched to all the unsecured creditors in pursuance of the directions issued by this court while dispensing with the convening of the meeting of the unsecured creditors.
5. Upon perusal of the entire material placed on record, the scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to any public policy. None of the parties concerned has come forward to oppose the scheme. Moreover, both the Regional Director and the Official Liquidator have stated that the scheme as proposed is not contrary to the public interest or prejudicial to the interest of shareholders or creditors.
6. There is no objection to the scheme and since all the requisite statutory compliances have

been fulfilled, Company Petition No. 38 of 2007 filed by the transferor company is made absolute in terms of prayer clauses (a) to (j). Company Petition No. 733 of 2007 filed by the transferee company is also made absolute in terms of prayer clause (a) to (i).

7. The transferee company to lodge a copy of this order and the scheme with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 30 days of obtaining the certified copy and/or an authenticated copy of the order.
8. The petitioners in both the Company petitions to pay cost of Rs.5,000/- each to the Regional Director and to the Official Liquidator by the petitioners in the petition filed by the transferor company. Costs to be paid within four weeks from today.
9. Filing and issuance of the drawn up order is dispensed with.
10. All authorities concerned to act on a copy of this order duly authenticated by the Registry.

TRUE COPY
Sd/-
M. D. NAVREKAR
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY
Dated this 28th day of November, 2007

**COMPOSITE SCHEME OF ARRANGEMENT
UNDER SECTIONS 391 to 394 READ WITH SECTIONS 100 TO 103
OF THE COMPANIES ACT, 1956
BETWEEN**

KOVALAM HOTELS LIMITED

THE TRANSFEROR COMPANY

AND

HOTEL LEELAVENTURE LIMITED

THE TRANSFEREE COMPANY

AND

THEIR RESPECTIVE SHAREHOLDERS

The Composite Scheme of Arrangement is presented under Sections 391 to 394 read with Sections 100 to 103 and other applicable provisions of the Companies Act, 1956 for -

- i) the amalgamation of Kovalam Hotels Limited with Hotel Leelaventure Limited; and
- ii) reduction of capital of Kovalam Hotels Limited.

1. DEFINITIONS

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

- 1.1 “Act”** means the Companies Act, 1956 including any statutory modification(s) or re-enactment(s) thereof;
- 1.2 “Appointed Date”** means April 1, 2006;
- 1.3 “Assets” or “Undertaking”** means and includes all the undertakings, the entire business, all the properties (whether movable or immovable, tangible or intangible) and buildings and structures, offices, residential and other premises, capital work-in-progress, furniture, fixtures, office equipment, appliances, accessories, vehicles, deposits, all stocks, assets, cash balances with banks, loans, advances, contingent rights or benefits, receivables, benefit of any deposits, financial assets, leases (including lease rights) and benefit of any security arrangements, reversions, powers, authorities, allotments, approvals, permits and consents, rights, entitlements, contracts, licences (industrial and otherwise), municipal permissions, tenancies in relation to the office, and/or residential premises for the employees or other persons, leases, licences, fixed and other assets, benefits of assets or properties or other interests and all other rights including loans, titles, interests, other benefits (including tax benefits) all records, files, papers, computer programmes, manuals, data, catalogues, sales and advertising materials, lists and other records in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company.
- 1.4 “Effective Date” or “coming into effect of this Scheme” or “effectiveness of this Scheme”** with their grammatical variations, if any means the last of the dates on which all the orders, approvals, consents, conditions, matters or filings referred to in Clause 11.8 hereof have been obtained or fulfilled;
- 1.5 “Transferee Company”** means Hotel Leelaventure Limited, a company incorporated under the Companies Act, 1956, and having its registered office at The Leela Kempinski, Sahar, Mumbai 400 059, India;
- 1.6 “Transferor Company”** means Kovalam Hotels Limited, a company incorporated under the Companies Act, 1956, and having its registered office at The Leela Kempinski, Sahar, Andheri (East), Mumbai 400 059, India;

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contract Regulation Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modifications or re-enactments thereof from time to time.

2. NATURE OF BUSINESS

2.1 Nature of Business of Transferor Company

Transferor Company is, inter alia, engaged in the business of owning, running and managing 5 star deluxe hotels, casinos.

2.2 Nature of Business of Transferee Company

The Transferee Company is, inter alia, engaged in the business of owning, running and managing 5 star deluxe hotels.

3. SHARE CAPITAL

3.1 The share capital of the Transferor Company is as under:

| Authorised | Rupees |
|---|---------------|
| 30,00,000 equity shares of Rs. 10/- each | 3,00,00,000 |
| Subscribed and Paid -up | |
| 25,13,490 equity shares of Rs. 10/- each fully paid up. | 2,51,34,900 |

3.2 The share capital of the Transferee Company is as under:

| Authorised | Rupees |
|---|----------------------|
| 9,00,00,000 equity shares of Rs.10/- each | 90,00,00,000 |
| 9,00,00,000 Redeemable Preference Shares of Rs.100/- each | 90,00,00,000 |
| TOTAL | 180,00,00,000 |
| Issued, Subscribed and Paid-up | |
| Equity Shares | |
| 7,40,60,617 Equity Shares of Rs. 10/- each | 74,06,06,170 |
| TOTAL | 74,06,06,170 |

3.3 From 2nd August, 2006 the Authorised and Paid-up Share Capital of the Transferee Company have been sub-divided and they are as follows:-

| Authorised | Rupees |
|--|----------------------|
| 60,00,00,000 equity shares of Rs.2/- each | 120,00,00,000 |
| 60,00,000 Redeemable Preference Shares of Rs. 100/- each | 60,00,00,000 |
| TOTAL | 180,00,00,000 |
| Issued, Subscribed and Paid-up | |
| Equity Shares | |
| 37,03,03,085 Equity Shares of Rs. 2/- each | 74,06,06,170 |
| TOTAL | 74,06,06,170 |

4. REDUCTION OF SHARE CAPITAL OF TRANSFEROR COMPANY

4.1 On and from 31st August, 2006, the 357 paid-up equity shares of Rs.10/- each of the Transferor Company held by individuals (other than those equity shares held by the Transferee Company in the Transferor Company) shall stand reduced by paying off / returning to the holders of the said 357 equity shares a sum of Rs. 240/- per share being the face value of Rs.10/- each and a premium of Rs.230/- per share and thereby extinguishing all such shares.

- 4.2 The Reduction of Capital as aforesaid shall be effected as a part of this composite Scheme itself and not under a separate process in terms of Sections 100 to 103 of the Act and the same shall be deemed to be substantial compliance of Sections 100 to 103 of the Act.
- 4.3 On giving effect to Clause 4.1 of the Scheme, the certificates representing 357 equity shares of the face value of Rs. 10/- each of the Transferor Company held by the said individuals, whose names appear in the Register of Members as on the Record Date shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and the Transferor Company will become the wholly-owned (100%) subsidiary of the Transferee Company.

5. TRANSFER AND VESTING

- 5.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme.
- 5.1.1 The Undertaking and the Assets shall, pursuant to Section 394(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stood transferred to and vested in the Transferee Company as a going concern so as to become as and from the Appointed Date, the undertaking, estate, assets, rights, title and interests and authorities of the Transferee Company.
- 5.1.2 All assets, estate, rights, title, interest, licences and authorities acquired by or permits, quotas, approvals, permissions, incentives, loans or benefits, subsidies, concessions, grants, claims, leases, tenancy rights, liberties, and other assets, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by and/or all rights and benefits that have accrued or which may accrue to the Transferor Company after the Appointed Date and prior to the Effective Date in connection or in relation to the operation of the Undertaking shall, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in or deemed to have been transferred to and vested in the Transferee Company.
- 5.2 Upon the coming into effect of this Scheme and with effect from the Appointed Date:
- 5.2.1 All secured and unsecured debts, (whether in rupees or in foreign currencies), all liabilities, duties and obligations of the Transferor Company along with any charge, encumbrance, lien or security thereon (hereinafter referred to as the "said Liabilities") shall, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in or deemed to have been transferred to and vested in, so as to become the debts, liabilities, duties and obligations of the Transferee Company, and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause.
- 5.2.2. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or : which may at any time in future become due between the Transferor Company and the Transferee Company shall stand discharged and there shall be no liability in that behalf on either party.
- 5.2.3 (i) Where any of the liabilities and obligations of the Transferor Company as on the Appointed Date transferred to the Transferee Company have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.
- (ii) All loans raised and utilized and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Company in relation to or in connection with the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

- (iii) All estates, assets, rights, title, interests and authorities accrued to and/or acquired by the Transferor Company in relation to or in connection with the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been accrued to and/or acquired for and on behalf of the Transferee Company and shall, upon the coming into effect of this Scheme, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the estates, assets, rights, title, interests and authorities of the Transferee Company.

5.2.4 Any reference in any security documents or arrangements relating to loans and liabilities of the Transferor Company in connection with the entire Undertaking, and to the assets of, the Transferor Company which it has offered or agreed to be offered as security to such secured creditors of the Transferor Company, shall be construed as reference only to the assets pertaining to the Transferor Company as are vested in the Transferee Company by virtue of this Scheme.

Provided that the Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available the Transferor Company related to the Undertaking, which shall vest in the Transferee Company by virtue of the Scheme and the Transferee Company shall not be obliged to create any further, or additional security thereof after this Scheme has become effective or otherwise. The transfer/ vesting in as aforesaid, shall be subject to the existing charges / hypothecation / mortgages over or in respect of the assets or any part thereof, of the Transferor Company related to the Undertaking.

5.2.5 For the purpose of giving effect to the Order passed by the High Court under Sections 391 and 394 in respect of this Scheme, the Transferee Company shall at any time pursuant to the Order on this Scheme be entitled to get the recordal of the change in the title of such assets in the Transferee Company. Upon the Scheme becoming effective and the filing of certified copy of the Order of the High Court sanctioning this Scheme, and with effect from the Appointed Date it shall constitute a creation/ modification of charge in the name of the Transferee Company in accordance with the provisions of Section 127 of the Act and satisfaction of charge in respect of the Transferor Company in accordance with Section 138 of the Act, if there are any existing charges attached to the above mentioned charges.

6. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

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

- (i) The Transferor Company shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for, the Transferee Company;
- (ii) All the profits or incomes accruing or arising to the Transferor Company, or expenditure or losses arising or incurred (including the effect of taxes, including advance tax and tax deducted at source) if any, thereon by the Transferor Company or any costs, charges, expenditure accruing to the Transferor, shall for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditures or losses or taxes or costs or charges of the Transferee Company, as the case may be.

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

- (i) The Transferor Company shall carry on its business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of group companies or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertaking, save and except in each case in the following circumstances:
 - (a) if the same is in its ordinary course of business as carried on by it as on the Appointed Date; or
 - (b) if the same is expressly permitted by this Scheme; or
 - (c) if written consent of the Transferee Company has been obtained.

7. LEGAL PROCEEDINGS

7.1 Upon the coming into effect of this Scheme, all suits, actions and proceedings by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and be enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been pending and/or arising by or against the Transferee Company, in the same manner and to the same extent as they would or might have been continued, prosecuted or enforced or against the Transferor Company if the Scheme had not been made.

8. CONTRACTS AND DEEDS

8.1 Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments (including all tenancies, leases, licences and other assurances in favour of the Transferor Company or powers or authorities granted by or to it) 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 are subsisting or having effect immediately before the Effective Date, shall, without any further act, instrument or deed, be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company shall, at any time prior to the Effective Date, wherever necessary, enter into, and/or issue and/or execute deeds, writings, confirmations, any tripartite arrangements or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause.

8.2 The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorised to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

9. EMPLOYEES

9.1 All employees in the employment of the Transferor Company on the Effective Date, shall, as from the said date, become the employees of the Transferee Company on the basis that their services have not been interrupted due to the vesting of the Undertaking of the Transferor Company in the Transferee Company under the Scheme, and on the terms and conditions of service, not in any way less favourable to them than those subsisting with reference to the Transferor Company, immediately before the Effective Date.

9.2 It is expressly provided that insofar as the existing Provident Fund, Gratuity Fund, Pension Fund, Superannuation Fund or any other special fund or trusts created by the Transferor Company are concerned, upon the Scheme becoming operative, the funds shall be transferred to the relevant funds, and/or continued/substituted in the name, of the Transferee Company.

9.3 It is clarified that the services of the employees of the Transferor Company will be treated as continuous for the purpose of the aforesaid Funds or provisions.

10. REORGANISATION OF CAPITAL

10.1 Upon coming into effect of reduction of share capital as provided in Clause 4 of this Scheme, the entire shareholding of the Transferor Company will be held by the Transferee Company and as a result thereof, the Transferor Company will become a wholly owned (100%) subsidiary Company of the Transferee Company. Thus, the Transferor Company, on becoming a wholly owned subsidiary of the Transferee Company and upon the Scheme of Amalgamation coming into effect, no shares of the Transferee Company shall be issued or allotted in respect of the holding of the Transferee Company in the Transferor Company.

10.2 In consideration of the transfer and vesting of the Undertaking pursuant to this Scheme and amalgamation of the Transferor Company with the Transferee Company, the entire equity share capital of the Transferor Company held by the Transferee Company shall stand cancelled without any further act, application or deed.

11. GENERAL TERMS AND CONDITIONS

- 11.1 From the Appointed Date and upto and including the Effective Date, the Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective equity shareholders in respect of the accounting period after the Appointed Date and prior to the Effective Date, provided that the Transferor Company shall not make any such declaration, except with the prior approval of the Board of Directors of the Transferee Company.
- 11.2 Until the coming into effect of this Scheme, the holder of equity shares of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective articles of association including the right to receive dividends.
- 11.3 It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of any of the Transferor Company and/or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors of the Transferor Company and the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.
- 11.4 (a) Upon the coming into effect of this Scheme and with effect from the Appointed Date, for the purpose of accounting for and dealing with the value of the assets and liabilities of the Transferor Company in the books of the Transferee Company, the book value of the assets and liabilities of the Transferor Company as of the Appointed Date shall be taken into account, and accounted for appropriately.
- (b) If considered appropriate for the purpose of application of uniform accounting methods and policies between the Transferor Company and the Transferee Company, the Transferee Company may make suitable adjustments and reflect the effect thereof in the General Reserve of the Transferee Company.
- 11.5 The Transferor Company and the Transferee Company shall with all reasonable despatch, make all applications/petitions under Sections 391 and 394 and other applicable provisions of the Act to the High Court of Judicature at Bombay Court or the National Company Law Tribunal, as the case may be, for the sanctioning of this Scheme and for the dissolution of the Transferor Company without winding up under the provisions of law, and obtain all approvals as may be required thereunder.
- 11.6 Upon the coming into effect of this Scheme, the Transferor Company shall, without any further act, instrument or deed, stand dissolved without being wound up.
- 11.7 The Transferor Company and the Transferee Company may
- 11.7.1 assent from time to time on behalf of all persons concerned to any modifications or amendments or additions to this Scheme or to any conditions or limitations which either the Board of Directors or a committee or committees of the Board concerned or any Director authorised in that behalf by the Board of Directors concerned (hereinafter referred to as the "Delegates") of the Transferor Company and the Transferee Company deems fit, or which the High Court of Judicature at Bombay Court or the National Company Law Tribunal, as the case may be, or any other authorities under law may deem fit to approve of or impose and which the Transferor Company and the Transferee Company may at their discretion deem fit and to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or to review the position relating to the compliance with the conditions to this Scheme and if necessary, to waive any of them (to the extent permissible under law) for bringing this Scheme into effect. In the event that any of the conditions may be imposed by the Courts or other authorities which the Transferor Company or the Transferee Company may find unacceptable for any reason, then the Transferor Company and the Transferee Company are at liberty to withdraw the Scheme. The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by the Delegates of the respective Companies.
- 11.7.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Delegates of the Transferor Company and the Transferee Company may give and are authorised to determine and give all such directions as are necessary including directions for setting or removing any question of doubt or difficulty that may arise and such determination or directions,

as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

11.7.3 In the event of there being any pending share transfers with respect to any application lodged for transfer by any shareholder of the Transferor Company, the Board of Directors or any committee thereof of the Transferor Company if in existence, or failing which the Board of Directors or any committee thereof of the Transferee Company shall be empowered in appropriate cases, even subsequent to the Record Date, to effectuate such a transfer in the Transferor Company as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or the transferee of the shares(s) in the Transferee Company and in relation to the new shares after the Scheme becomes effective.

11.8. This Scheme is conditional upon and subject to:

11.8.1 the Scheme being agreed to by the requisite majority of the members of the Transferor Company and the Transferee Company as required under the Act and the requisite orders of the High Court of Judicature at Bombay Court or the National Company Law Tribunal, as the case may be, referred to in Clause 11.5 above being obtained;

11.8.2. such other sanctions and approvals including sanctions of any governmental or regulatory authority, lessor or contracting party as may be required by law or contract in respect of the Scheme being obtained; and

11.8.3 the certified copies of the court orders referred to in this Scheme being filed with the Registrar of Companies, Maharashtra.

11.9 In the event of any of the approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, this Scheme cannot be implemented, the Board of Directors of Hotel Leelaventure Limited and Kovalam Hotels Limited shall mutually waive such conditions as they may consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement or in case this Scheme is not sanctioned by the High Court of Judicature at Bombay or the National Company Law Tribunal, as the case may be, or does not otherwise become effective by 1st April, 2007 or within such further period or periods as may be agreed upon between Hotel Leelaventure Limited and Kovalam Hotels Limited through their respective Board of Directors, then the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with this Scheme.

11.10 Upon the scheme so becoming null and void as per Clause 11.9 above, no person, including (but not limited to) any shareholder, Transferee of shares, or any creditors, customer of the Transferor Company and/or of the Transferee Company shall have any right against the respective Companies or the Board of Directors of the said Transferor and/or Transferee Company by reason of he or she has suffered any loss, damage, financial or otherwise by relying upon any of the contents of the Scheme.

12. All costs, charges and expenses, including any taxes and duties of the Transferor Company and the Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company in pursuance of this Scheme shall be borne and paid by the Transferee Company.

TRUE COPY
Sd/-
M. D. NAVREKAR
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

Dated this 28th day of November, 2007

Certified to be TRUE COPY
For RAJESH SHAH & CO.
Sd/-
Advocates for the Petitioner / Applicant

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SCHEME PETITION NO. 39 OF 2012**

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO.670 OF 2011

In the matter of the Companies Act, 1956;

And

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

And

In the matter of Scheme of Arrangement between
Hotel Leelaventure Limited

and

Kovalam Resort Private Limited
and their respective shareholders and creditors.

Hotel Leelaventure Limited

.....Petitioner

AND

COMPANY SCHEME PETITION NO. 40 OF 2012

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO.671 OF 2011

In the matter of the Companies Act. 1956;

And

In the matter of Petition under Sections 391 to 394,
of the Companies Act. 1956;

And

In the matter of Scheme of Arrangement between
Hotel Leelaventure Limited

And

Kovalam Resort Private Limited
and their respective shareholders and creditors.

Kovalam Resort Private Limited

.....Petitioner

Mr. Ravi M Kadam Senior Advocate with Ms. Sowmya Srikrishna and Mr. Tapan Deshpande, Advocates i/b Amarchand & Mangaldas & Suresh A. Shroff & Co.,

Advocates for the Petitioners in both Petitions.

Mr. C .J. Joy and Mr. N. R. Prajapaty i/b Mr. H. P. Chaturvedi for Regional Director in both Petitions.

Coram : S. J. Kathawalla, J.

Date: 24th February, 2012

PC:

1. Heard learned Counsel for the Parties.
2. The sanction of the Court is sought to a Scheme of Arrangement between Hotel Leelaventure Limited and Kovalam Resort Private Limited and their respective shareholders and creditors, under Sections 391 to 394 of the Companies Act, 1956.
3. Counsel appearing on behalf of the Petitioner Companies has stated that both the Petitioner Companies have complied with all requirements as per the directions of this Court and they have filed necessary affidavits of compliance in the Court. Both the Petitioner Companies also undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the Rules made thereunder. The said undertaking is accepted.
4. The Regional Director has filed an Affidavit stating therein that, the Scheme is not prejudicial to the interest of its shareholders and public.
5. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned have come forward to oppose the Scheme.
6. Since all requisite statutory compliances have been fulfilled, Company Scheme Petition No. 39 of 2012 filed by the Transferor Company is made absolute in terms of prayer clauses (a) to (f) and the Company Scheme Petition No. 40 of 2012 filed by the Transferee Company is made absolute in terms of prayer clauses (a) to (f).
7. The Petitioner Companies to lodge a copy of this order and the Scheme duly authenticated by the Company Registrar, High Court (O.S.), Bombay, with the concerned Superintendent of Stamps, for purposes of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the order.
8. The Petitioner Companies are directed to file copy of this order along with a copy of the Scheme of Arrangement with the concerned Registrar of Companies, electronically, along with e-form 21 and also file physical copy thereof both within 30 days from the date of issuance of the order by the Registry.
9. The Petitioner Companies in both the Petitions to pay costs of Rs. 10,000/- each to the Regional Director, Western Region, Mumbai. Costs to be paid within four weeks from the date of the order.
10. Filing and issuance of the drawn up order is dispensed with.
11. All authorities concerned to act on a copy of this order along with Scheme attached thereto, duly authenticated by the Company Registrar, High Court (O.S.), Bombay.

TRUE COPY

Sd/-

Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

Dated this 1st day of March, 2012

SCHEME OF ARRANGEMENT

BETWEEN

HOTEL LEELAVENTURE LIMITED Transferor Company

AND

KOVALAM RESORT PRIVATE LIMITED Transferee Company

AND

their respective shareholders and creditors**PART I – GENERAL**

- A. Hotel Leelaventure Limited (the “**Transferor Company**”) is a public limited company incorporated under the Companies Act (as hereinafter defined), having its registered office at The Leela, Saber, Mumbai 400 059. The Transferor Company is primarily engaged in the business of hospitality, including owning, operating and managing hotels. The equity shares of the Transferor Company are listed on the Bombay Stock Exchange Limited and the National Stock Exchange of India Limited (the “**Stock Exchanges**”).
- B. Kovalam Resort Private Limited (the “**Transferee Company**”) is a private company incorporated under the Companies Act (as hereinafter defined), having its registered office at The Leela, Sahar, Mumbai 400 059. The main object of the Transferee Company is to own, construct, furnish, run, takeover, manage, carry on the business of hotel, motel, restaurant, café, tavern, bars, refreshment-rooms, boarding and lodging, house keepers, clubs, casinos, association in India or in any other part of the world, and/or to render technical advice thereon. The Transferee Company is a subsidiary of the Transferor Company, with 99.9% (ninety nine point nine percent) of the equity share capital of the Transferee Company being held by the Transferor Company and the remaining 0.1% (zero point one percent) of its equity share capital being held by Leela Palaces and Resorts Limited (“**Leela Palaces**”), a wholly-owned subsidiary of the Transferor Company.
- C. In order to de-leverage its balance sheet, and in the interests of maximizing overall stakeholder value, the Transferor Company has decided to adopt an asset-light strategy. Therefore, with a view to effect such plan, the Transferor Company proposes that the Undertaking (as hereinafter defined) be transferred to and vest in the Transferee Company by a slump sale to be undertaken through this Scheme (as hereinafter defined) under the provisions of Sections 391 to 394 and other relevant provisions of the Companies Act for such consideration and in such manner as provided for in this Scheme.
- D. Pursuant to a Memorandum of Understanding dated August 17, 2011 entered into between the Transferor Company and Travancore Enterprises Private Limited (“TEPL”), a company incorporated under the Companies Act, and having its registered office at XXV/812, Sri Valsam, Ramavarma Club Road, Thevally PO, Kollam 691 009, Kerala, India (the “**Investor**”) and a Deed of Adherence thereto dated September 12, 2011 executed by the Transferee Company, the Transferor Company and the Investor, it is proposed that the Transferor Company shall transfer the Undertaking as a going concern to the Transferee Company by way of a slump sale, in consideration for which the Transferee Company shall issue to the Transferor Company 9,999,800 (nine million nine hundred and ninety nine thousand eight hundred) equity shares of Rs. 10/- (Rupees Ten Only) each (the “**Consideration Shares**”, which shares shall be issued at a premium of Rs. 490/- (Rupees Four Hundred and Ninety Only) per share). Subject thereto, the Investor and its nominees shall acquire 100% (one hundred percent) of the issued and paid up share capital of the Transferee Company by way of transfer of shares of the Transferee Company from the Transferor Company and Leela Palaces, to the Investor and its nominee(s), for cash consideration aggregating to Rs. 500,00,00,000/- (Rupees Five Hundred Crore Only), such that the Transferor Company and Leela Palaces cease to be shareholders in the Transferee Company. Pursuant to and in accordance

with the terms of the MOU, the parties thereto were required to execute certain definitive agreements. The parties have accordingly executed, inter alia, the following agreements:

- a) a share purchase agreement dated October 6, 2011 (the "SPA"), executed between the Transferor Company, the Transferee Company, the Investor and Leela Palaces, setting out the detailed terms and conditions of the aforesaid sale and purchase of shares of the Transferee Company subsequent to the effectiveness of the Scheme; and
- b) an operation and management service agreement dated October 6, 2011, executed between the Transferor Company and the Transferee Company, whereby the Transferor Company, agreed to operate and manage the Hotel subsequent to the effectiveness of the Scheme in accordance with the terms and conditions therein contained.

Further, pursuant to an assignment of its rights, interests and obligations under the SPA and the MOU by the Investor to Kollam Royal Park Hotel & Resorts Private Limited ("Kollam Royal Park"), the Transferor Company, the Transferee Company, the Investor, Leela Palaces and Kollam Royal Park have executed a deed of adherence dated November 10, 2011. In terms of the said deed of adherence, Kollam Royal Park has assumed and agreed to abide by all obligations and shall be entitled to all rights and interests of TEPL under the SPA and the MOU, and TEPL has agreed to remain responsible for the performance of all of its obligations under the SPA. Kollam Royal Park is an Indian company having its registered office in Kollam, Kerala, and is an affiliate of the Investor promoted by the promoter of the Investor who, along with his wife, holds 100% (one hundred percent) of the equity shares of Kollam Royal Park.

- E. This Scheme under Sections 391 to 394 of the Companies Act provides for the transfer of the Undertaking of the Transferor Company as a going concern on a slump sale basis to the Transferee Company, for the issue to the Transferor Company of 9,999,800 (nine million nine hundred and ninety nine thousand eight hundred) equity shares of Rs. 10/- (Rupees Ten only) each of the Transferee Company, issued at a premium of Rs. 490/- (Rupees Four Hundred and Ninety Only) per share.

1. Definitions

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

- (A) "**Appointed Date**" means September 1, 2011;
- (B) "**Board of Directors**" in relation to each of the Transferee Company and the Transferor Company, as the case may be, means its board of directors as in existence from time to time and includes a committee of directors;
- (C) "**Companies Act**" means the Companies Act, 1956 or any statutory modification or re-enactment thereof for the time being in force;
- (D) "**Consideration Shares**" shall have the meaning assigned to it in Recital D hereof;
- (E) "**EBITDA**" means earnings before income tax, depreciation and amortization, as such term is understood in accordance with generally accepted accounting principles applicable in India;
- (F) "**Effective Date**" means the date on which all the conditions and matters referred to in Clause 22 hereof have been fulfilled;
- (G) "**Governmental Authority**" means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau, instrumentality, judicial or arbitral body having jurisdiction over the territory of India;

- (H) **“High Court”** means the High Court of Judicature at Bombay, Maharashtra;
- (I) **“Hotel”** means The Leela, Kovalam, Kerala, Thiruvananthapuram 695 527;
- (J) **“Investor”** shall have the meaning assigned to it in Recital D hereof;
- (K) **“Land”** means the plot of land measuring approximately 25.78.40 hectares comprised in the following Re-Survey Numbers- 7/1 -1, 8/1, 8/2, 8/3, 8/20, 11/31, 14/1, 16/2, 16/3, 18, 19/1, 19/2, 19/6, 19/7, 19/8 and 29/1-1 of Block No. 14, at Vizhinjam Village, Thiruvananthapuram 695 527, Kerala, bounded on the North by Vellar division of Thiruvananthapuram Corporation, on the South by Corporation Road to Hawa Beach, on the East by KTDC Samudra Hotel and on the West by the sea;
- (L) **“Remaining Business”** means all the assets, undertakings, businesses, properties, activities and operations (including all investments) of the Transferor Company other than those comprised in the Undertaking;
- (M) **“Scheme”** means this Scheme of Arrangement in its present form or with any modification(s) made to it in accordance with its provisions;
- (N) **“Transferee Company”** shall have the meaning assigned to it in Recital B hereof;
- (O) **“Transferor Company”** shall have the meaning assigned to it in Recital A hereof;
- (P) **“Transferred Employee”** shall have the meaning assigned to it in Clause 9(a) hereof;
- (Q) **“Undertaking”** means all the undertakings, business, activities, operations, properties and liabilities, of whatsoever nature and kind and wheresoever situated of the Transferor Company pertaining to the Hotel to be transferred on a going concern basis, which shall mean and include (without limitation):
- (i) all assets and properties (including investments), moveable and immoveable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible of whatsoever nature, wheresoever situated, including, the Hotel, all lands and buildings (whether freehold or leasehold), including the Land and building thereon benefits of any rental agreements for use or premises, offices, plant and machinery, vehicles, equipment, appliances, accessories; furniture, fixtures, sundry debtors, inventories, cash and cash equivalents, bank accounts (including bank balances), bills of exchange, benefit of any deposits, financial assets, investments, benefit of any bank guarantees, performance guarantees and letters of credit in relation to the Undertaking, funds belonging to or proposed to be utilized for the Undertaking, the EBITDA of the Undertaking commencing as of the Appointed Date, loans (excluding inter divisional loans) and advances together with accrued interest thereon; all debts and liabilities (including contingent liabilities pertaining to the Undertaking), duties and obligations, secured or unsecured, whether provided for or not or disclosed in the books of account of the Transferor Company (other than corporate taxes on profits under the Income Tax Act. 1961, prior to the Appointed Date); and all legal, taxation or other proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Company under any statute, whether pending on the Appointed Date or which may be instituted any time thereafter and in each case relating to the Undertaking;
 - (ii) all permits, quotas, rights (including, without limitation, rights under any shareholders agreements, or customer contracts, or other contracts or agreements, including all contracts, pertaining to the Hotel), entitlements, industrial and other licenses, bids, tenders, letters of intent, expressions of interest, municipal permissions and authorizations, approvals, authorizations, consents, subsidies, (including the benefit of any applications made for any of the foregoing) tenancies in relation to the properties, offices, software programs and data (whether proprietary or otherwise), goodwill, privileges, all other rights, benefits and entitlements including any tax exemptions, deferrals and other benefits or privileges, lease

rights (including the benefit of any applications made therefore), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections, e-mail connections, communication facilities, and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Undertaking, as on the Appointed Date;

- (iii) all earnest moneys and / or security deposits paid by Transferor Company in connection with or relating to the Undertaking;
- (iv) all employees on the payroll of the Transferor Company engaged in or in relation to the Undertaking as on the Effective Date;
- (v) advantages of whatsoever nature and wheresoever situated, belonging to or in the ownership, possession, power or control of or vested in or granted in favour of or enjoyed by Transferor Company in relation to the Undertaking;
- (vi) all necessary records, files, papers, formulae, engineering and process information, computer programmes, manuals, data, catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customer credit information, customer pricing information and other records in connection with or relating to the Undertaking as on the Appointed Date;
- (vii) it is hereby clarified that the term "Undertaking" shall not include any trademark, tradename or logo being used by the Transferor Company in relation to the Undertaking or the Hotel or any part thereof (such as spas, restaurants etc. forming part of the Hotel) or otherwise, including without limitation, the name 'Leela' or 'Divya'; and
- (viii) for the avoidance of doubt, it is hereby clarified that the investment held by the Transferor Company in the Transferee Company does not form part of the Undertaking.

2. Interpretation

- (a) References in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" shall mean the Effective Date;
- (b) Wherever reference is made to the High Court in this Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal or such other forum or authority, as may be vested with any of the powers of the High Court under the Companies Act ;
- (c) References to a person include any individual, firm, body corporate (wherever incorporated), government, state or agency of a State or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);
- (d) References to clauses, recitals and schedules, unless otherwise provided, are to clauses, recitals and schedules of and to this Scheme;
- (e) The headings herein shall not affect the construction of this Scheme;
- (f) The singular shall include the plural and *vice versa*; and references to one gender include all genders;
- (g) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (h) The Schedule to this Scheme forms an integral and inseparable part of this Scheme.

3. Share Capital:

(a) The share capital structure of the Transferee Company as on August 31, 2011 is as follows:

| A. Authorised Share Capital | Amount in Rs. |
|---|----------------------|
| 60,00,00,000 Equity Shares of Rs. 2/- each | 120,00,00,000 |
| 60,00,000 Redeemable Preference Shares of Rs. 100/- each | 60,00,00,000 |
| Total | 180,00,00,000 |
| | |
| B. Issued, Subscribed and paid up Share Capital | |
| 38,78,24,992 Equity Shares of Rs. 2/- each | 77,56,49,984 |
| Total | 75,56,49,984 |

(b) The Share capital structure of the Transferee Company as on August 31, 2011 is as follows :

| A. Authorized Share Capital | Amount in Rs. |
|--|----------------------|
| 1,00,000 Equity Shares of Rs. 10/- each | 10,00,000 |
| Total | 10,00,000 |
| | |
| B. Issued, Subscribed and paid up Share Capital | |
| 10,000 Equity Shares of Rs. 10/- each | 1,00,000 |
| Total | 1,00,000 |

PART II – TRANSFER OF THE UNDERTAKING

4. (a) Upon the coming into effect of the Scheme and with effect from the Appointed Date, the Undertaking (including all the estates, assets, rights, properties, liabilities, obligations, title, interest and authorities including accretions and appurtenances of the Undertaking) shall, subject to the provisions of this Clause in relation to the mode of vesting and pursuant to Section 394(2) of the Companies Act and without any further act or deed, be transferred to and vest in or be deemed to have been transferred to and vest in the Transferee Company as a going concern so as to become on and from the Appointed Date, the estates, rights, properties, liabilities, obligations, title, interest and authorities of the Transferee Company.
- (b) In respect of such of the assets of the Undertaking as are movable in nature or are otherwise capable of transfer by delivery, manual or constructive, or by endorsement and delivery, the same shall stand transferred by the Transferor Company upon the coming into effect of the Scheme, and shall become the property of the Transferee Company as an integral part of the Undertaking with effect from the Appointed Date pursuant to the provisions of Section 394 of the Companies Act, without requiring any deed or instrument of conveyance for transfer of the same.
- (c) The assets of the Undertaking as described in sub-clause (a) above, other than those referred to in sub-clause (b), shall without any further act, instrument or deed be transferred to and vest in and/or be deemed to be transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date, pursuant to the provisions of Section 394 of the Companies Act.

- (d) Without prejudice to the generality of the foregoing, all assets, estate, rights, title, interest and authorities held by the Transferor Company on the Appointed Date as regards the Land shall stand transferred to and vest in the Transferee Company upon the coming into effect of this Scheme.
 - (e) All assets, estate, rights, title, interest and authorities acquired by the Transferor Company after the Appointed Date and prior to, or as on the Effective Date for operation of the Undertaking including any EBITDA, shall also stand transferred to and vest in the Transferee Company upon the coming into effect of this Scheme.
5. (a) Upon the coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme, all contracts (including without limitation any contracts with employees, contracts or documents relating to intellectual property), deeds, bonds, offers, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Undertaking, to which the Transferor Company is a party or to the benefit of which the Transferor Company is or may be eligible and which are subsisting or having effect immediately before the Effective Date, shall, without any further act or deed, be in full force and effect on or against or in favour, as the case may be, of the Transferee Company and may be enforced, without any further act or deed, as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such contracts, deeds, bonds, offers, agreements, schemes, arrangements and other instruments to give effect to the provisions of this Clause 5 of the Scheme.
- (b) Without prejudice to the other provisions of the Scheme and notwithstanding that the transfer and vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds, confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the provisions of this Scheme.
- (c) For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme and with effect from the Appointed Date, all consents, permissions, licenses, approvals, certificates, clearances, authorities given by, issued to or executed in favour of the Transferor Company including by any Governmental Authority, in relation to the Undertaking, including the benefits of any applications made for any of the foregoing, shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the rights and benefits under the same shall be available to the Transferee Company.
6. (a) Upon the coming into effect of the Scheme and with effect from the Appointed Date, the liabilities forming part of the Land shall, without any further act or deed, be and stand transferred to the Transferee Company and shall thereupon become the debts, liabilities and obligations of the Transferee Company which the Transferee Company shall meet, discharge and satisfy to the exclusion of the Transferor Company. It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this sub-clause.
- (b) All loans raised and used and all liabilities and obligations incurred by the Transferor Company for the operations of the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on such later date, shall also without any further act or deed be and stand transferred to the Transferee Company

and shall become the liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

- (c) Where any of the liabilities forming part of the Undertaking have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.
 - (d) Without prejudice to the other provisions of the Scheme and notwithstanding that the transfer and vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds, confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company is a party.
7. (a) Upon the coming into effect of the Scheme, all legal, taxation (other than corporate taxes on profits under the Income Tax Act, 1961) or other proceedings, whether civil or criminal (including any proceedings before any statutory or quasi judicial authority or tribunal), by or against the Transferor Company under any statute, whether pending on the Effective Date or which may be instituted in future in respect of any matter and in each case relating to the Undertaking shall be continued and be enforced by or against the Transferee Company with effect from the Effective Date. In the event that the legal proceedings referred to herein require both the Transferor Company and the Transferee Company to be parties thereto, the Transferee Company shall be added as a party to such proceedings and shall prosecute or defend such proceedings in cooperation with the Transferor Company.
8. From the Appointed Date and up to and including the Effective Date:
- (a) the Transferor Company shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Undertaking and stand possessed of all the estates, assets, rights, title and interest of the Undertaking for and on account of, and in trust for, the Transferee Company; and
 - (b) all profits accruing to the Transferor Company, or losses arising or incurred by it (including the effect of taxes if any thereon), relating to the Undertaking shall for all purposes, be treated as the profits, taxes or losses, as the case may be, of the Transferee Company.
9. (a) Upon the coming into effect of this Scheme, all employees of the Transferor Company as are engaged in the Undertaking and who are in the employment of the Transferor Company as on the Effective Date (the "Transferred Employees") shall, subject to the provisions hereof, on terms and conditions not less favourable than those on which they are engaged by the Transferor Company in relation to the Undertaking and without any interruption of or break in service as a result of the transfer of the Undertaking, become the employees of the Transferee Company with effect from the Effective Date. All expenses, emoluments and liabilities relating to the Transferred Employees shall be borne and paid by the Transferee Company from the Effective Date. The Transferee Company shall be legally liable to pay to each Transferred Employee, in the event of such Transferred Employee's retrenchment, compensation on the basis that such Transferred Employee's service has been continuous and has not been interrupted by the transfer. The Transferor Company shall pay or make adequate provision for making payment, in respect of all amounts due and payable and/or accrued to the Transferred Employees for the period prior to the Effective Date, including salaries, wages, remuneration, allowances, bonuses, *ex gratia*, service benefits, reimbursements and any and all payments and/or benefits whatsoever, including contributions required to be made to any gratuity trust, provident fund or any other such fund. The Transferee Company shall continue to abide by any agreement / settlement entered into by the Transferor Company in respect of the Undertaking with any union / employees of the

Transferor Company in relation to the Undertaking. For the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such Transferred Employees with the Transferor Company shall also be taken into account and the Transferee Company shall pay the same as and when payable.

- (b) Insofar as the existing gratuity trust created by the Transferor Company for its employees (including the Transferred Employees) is concerned an amount equivalent to the actuarial liability of the Transferor Company with respect to the Transferred Employees as of the Effective Date shall be transferred to the fund established by the Transferee Company.
 - (c) In relation to those Transferred Employees 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 relating to the obligation to making contributions to the said fund in accordance with the provisions of such fund, bye laws etc. in respect of such Transferred Employees, on and with effect from the Effective Date.
 - (d) In relation to any other fund created or existing for the benefit of the Transferred Employees, on and with effect from the Effective Date, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including 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 the Transferred Employees.
10. The transfer and vesting of the assets, liabilities and obligations of the Undertaking and the continuance of the proceedings by or against the Transferee Company pursuant to this Scheme shall not affect any transaction or proceedings already completed by the Transferor Company on the Effective Date to the end and intent that, subject to Clause 11, the Transferee Company accepts all acts, deeds and things done and executed by the Transferor Company as acts, deeds and things done and executed by and /or on behalf of the Transferee Company.

PART III - REMAINING BUSINESS

11. (a) The Remaining Business and all the assets, rights, titles, liabilities and obligations pertaining thereto shall continue to belong to and vest in and be managed by the Transferor Company.
- (b) All legal, taxation or other proceedings by or against the Transferor Company and relating to the Remaining Business under any statute, whether pending on the Effective Date or which may be instituted in future: whether or not in respect of any matter arising before the Effective Date and relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Transferor Company in respect of the Remaining Business) shall be continued and enforced by Of against the Transferor Company.
12. With effect from the Appointed Date and up to and including the Effective Date :
- (a) the Transferor Company shall be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf; and
 - (b) all profits accruing to the Transferor Company thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits, taxes or losses, as the case may be, of the Transferor Company.
13. From the date of filing this Scheme with the High Court and up to the Effective Date, the

Transferor Company shall not alienate, charge, mortgage or encumber the Undertaking or any portion thereof and shall not deal with the Undertaking or any portion thereof, and the Transferor Company shall carry on the business and activities not expressly prohibited herein in relation to the Undertaking with reasonable diligence and business prudence and shall not undertake any additional financial commitments, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or any third party, except in each case in the following circumstances:

- (a) if the same is in the ordinary course of business as carried on by it or is currently being considered as on the date of filing this Scheme with the High Court; or .
- (b) if the same is expressly permitted by this Scheme; or
- (c) if the prior written consent of the Transferee Company has been obtained.

PART IV - SECURITY

- 14. (a) Insofar as the assets comprising the Undertaking which are being transferred to the Transferee Company pursuant to this Scheme are concerned, the security and charge over such assets relating to any loans, borrowing or debentures which are not transferred pursuant to this Scheme (and which shall continue with the Transferor Company) shall, without any further act, instrument or deed be released and discharged from such encumbrance and shall no longer be available as security in relation to the Remaining Business. The absence of any formal amendment which may be required by a lender or third party shall not affect the above.
- (b) The provisions of this Clause shall operate, notwithstanding anything to the contrary contained in any deed or writing or terms of sanction or issue or any security documents all of which instruments shall stand modified and / or superseded by this Clause.

PART V - CONSIDERATION

- 15. Upon this Scheme becoming effective, in consideration of the transfer and vesting of the Undertaking in the Transferee Company on the Effective Date, or on such later date as the Transferor Company may consent to in writing, the Transferor Company shall be entitled to receive, and the Transferee Company shall issue and allot to the Transferor Company the Consideration Shares, i.e 9,999,800 (nine million nine hundred and ninety nine thousand eight hundred) fully paid-up equity shares of the face value of Rs. 10/- (Rupees Ten only) each of the Transferee Company, at a premium of Rs. 490/- (Rupees Four Hundred and Ninety Only) per share.
- 16. The Undertaking has been duly valued by BDO Consulting Private Limited, an independent valuer. Further, Fortress Capital Management Services Private Limited, independent merchant banker, has provided a fairness report on the fairness of the consideration determined for the transfer of the Undertaking to the Transferee Company as set out in Clause 15 above.
- 17. The Consideration Shares shall rank *pari passu* in all respects with the existing equity shares in the Transferee Company. The shares issued to the Transferor Company by the Transferee Company pursuant to Clause 15 above, shall be issued in dematerialized form by the Transferee Company, unless otherwise notified in writing by the Transferor Company to the Transferee Company. The approval and consent to this Scheme by the shareholders of the Transferee Company pursuant to Sections 391 to 394 of the Companies Act, shall be deemed to mean that such shareholders have also accorded their consent for the issuance of shares by the Transferee Company to the Transferor Company pursuant to this Scheme, and other provisions of the Companies Act, as may be applicable.
- 18. Upon this Scheme coming into effect and with effect from the Appointed Date, the authorized share capital of the Transferee Company of Rs. 10,00,000/- (Rupees Ten Lakh Only) divided into

100,000 (one hundred thousand) equity shares of Rs. 10/- (Rupees Ten Only) each, in terms of Clause V of its Memorandum of Association shall stand enhanced by an amount of Rs. 9,99,98,000/- (Rupees Nine Crore Ninety Nine Lakh Ninety Eight Thousand Only). Accordingly, the words and figures in Clause V of the Memorandum of Association of Transferee Company shall stand modified and substituted to be read as follows: "The authorised share capital of the Company is Rs. 10,00,98,000/- (Rupees Ten Crore Ninety Eight Thousand only) divided into 10,009, 800 (ten million nine thousand eight hundred) equity shares of Rs. 10/- (Rupees Ten Only) each."

19. Between the date of the sanction of this Scheme by the High Court and the Effective Date, the Transferee Company shall give effect to Clause 18, and shall also make payment of all necessary fees for enhancement of its authorized capital, as applicable. For the purposes of this Clause, the consent of the share holders of Transferee Company to this Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and no further resolution under Section 16 and Section 94 or any other applicable provisions of the Companies Act, would be required to be separately passed by Transferee Company.

PART VI - GENERAL TERMS & CONDITIONS

20. The Transferor Company and the Transferee Company shall make necessary applications before the High Court for the sanction of this Scheme under Sections 391 and 394 of the Companies Act.
21. The Transferor Company through its Board of Directors and the Transferee Company through its Board of Directors, either by themselves or through a committee appointed by them in this behalf may in their full and absolute discretion:
- (a) assent to any alteration or modification to this Scheme which the High Court and/or any other authority may deem fit to approve or impose. In the event any of the conditions that may be imposed by the High Court and/or any regulatory or statutory authority are unacceptable to the Transferor Company and the Transferee Company, then they shall be at liberty to withdraw from the Scheme.
 - (b) give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of the Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders, depositors or debenture holders of the respective companies), or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under law).
 - (c) modify, vary or withdraw the Scheme prior to the sanction of the Scheme by the High Court in any manner at any time.
 - (d) decide any issue as to whether any asset, liability, employee, legal or other proceedings pertains to the Undertaking or not, on the basis of any evidence that they may deem relevant for this purpose.
22. The Scheme is conditional upon and subject to:
- (a) the Scheme being agreed to by the respective requisite majorities of the various classes of members and creditors (where applicable) of the Transferor Company and the Transferee Company as required under the Companies Act, and the requisite orders of the High Court being obtained;
 - (b) such other sanctions and approvals including sanction of any Governmental Authority or creditor being obtained as may be required by law in respect of the Scheme; and

- (c) the certified copies of the court orders referred to in this Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai.
23. The Transferor Company through its Board of Directors, shall have the right to waive any of the conditions referred to in Clause 22 above (other than those required to be complied with by law) and the waiver of such condition shall not affect in any manner the coming into effect of the Scheme.
24. If any part of this Scheme is found to be 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.
25. The Transferee Company shall bear all costs expenses and charges pertaining to all stamp duty costs in relation to the transfer of the Undertaking, all registration charges, all costs, fees and charges pertaining to the increase in its authorized share capital pursuant to Clause 18, penalties etc. in relation to effecting mutation of the assets pertaining to the Undertaking in favour of the Transferee Company, all stamp duty and other costs in relation to this Scheme, and all charges for transfer of licenses, contracts and other assets of the Undertaking in favour of the Transferee Company. Notwithstanding anything to the contrary set out in this Clause 25, all costs pertaining to the filing of the Scheme and the court process until the receipt of the order of the High Court shall be borne by the Transferor Company.
26. Upon this Scheme becoming effective, the shareholders, creditors and counter parties to contracts of both the Transferor Company and the Transferee Company shall be deemed to have also accorded their approval under all relevant provisions of the Companies Act for giving effect to the provisions contained in this Scheme.

TRUE COPY
Sd/-
AMARCHAND & MANGALDAS &
SURESH A. SHROFF & CO.
Advocates & Solicitors
Advocates for the Petitioner Company

TRUE COPY
Sd/-
Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY
Dated this 1st day of March, 2012

