

COMPOSITE SCHEME OF AMALGAMATION AND ARRANGEMENT

AMONG

GMR AIRPORTS LIMITED
(Transferor Company 1)

AND

GMR INFRA DEVELOPERS LIMITED
(Transferor Company 2)

AND

GMR AIRPORTS INFRASTRUCTURE LIMITED
(Formerly GMR Infrastructure Limited)
(Transferee Company)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

**UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE
COMPANIES ACT, 2013**



PART A: OVERVIEW AND OBJECTIVES

1. INTRODUCTION

1.1. Background of the Scheme

1.1.1. This Scheme (*as defined herein after*) seeks to merge and consolidate the businesses of:

- (a) GMR Airports Limited (“**Transferor Company 1**”) into and with GMR Infra Developers Limited (“**Transferor Company 2**”); and
- (b) Transferor Company 2 (upon the effectiveness of the provisions of **PART C** of this Scheme, as provided herein below) into and with GMR Airports Infrastructure Limited (“**Transferee Company**”, formerly named GMR Infrastructure Limited, and collectively with the Transferor Company 1 and Transferor Company 2, the “**Parties**”) (the resultant surviving entity, the “**Resultant Entity**”):

in each case, on a going concern basis.

1.1.2. This Scheme is presented pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act (*as defined herein after*), Section 2(1B) and other applicable provisions of the IT Act (*as defined herein after*), the SEBI Merger Circulars (*as defined herein after*) and other Applicable Laws (*as defined herein after*).

1.1.3. The Transferor Company 1 is registered with the RBI (*as defined herein after*) as a systemically important Core Investment Company (*as defined herein after*) and is engaged in the business of holding the shares and securities of, and lending funds to, group companies, which, in turn own, develop, manage and/or operate airports and related infrastructure in India and abroad. The Transferor Company 1 is a subsidiary of the Transferee Company. The Transferor Company 1 is also engaged in certain airport-related businesses, including the provision of engineering, procurement, and construction (EPC) services.

1.1.4. The Transferor Company 2 has been incorporated with the object of, *inter alia*, undertaking infrastructure business, providing financial assistance for development, construction, operation, and maintenance of infrastructure projects in India, and is engaged in the business of infrastructure construction services. The Transferor Company 2 is a wholly-owned subsidiary of the Transferee Company.

1.1.5. The Transferee Company is engaged in the business of infrastructure activities, executing projects either by itself or through special purpose vehicles, providing support activities, as well as, supervisory and management functions, to its group entities. The Transferee Company is the holding company of the Transferor Companies. The equity shares of the Transferee Company are listed on the BSE (*as defined herein after*) and the NSE (*as defined herein after*).

1.1.6. Upon the provisions of **PART C** of this Scheme coming into effect, in the manner provided for in this Scheme, securities (in accordance with the provisions of **PART C** of this Scheme), shall be issued to the relevant shareholders of Transferor Company 1, as approved by the Board of Directors of the relevant Parties. Thereafter, upon the provisions of **PART D** of this Scheme coming into effect, in the manner provided for in this Scheme, securities shall be issued to the relevant shareholders of Transferor Company 2, as approved by the Board of Directors (*as defined herein after*) of the relevant Parties.

1.1.7. The consummation of the actions contemplated under **PART C** of this Scheme, and thereafter the consummation of the actions contemplated under **PART D** of this Scheme, will be operative



from the Effective Date (*as defined herein after*) and shall be effective from the Appointed Date (*as defined herein after*).

1.2. Parts of this Scheme

1.2.1. This Scheme is divided into the following parts:

- (a) **PART A** (*Overview and Objectives*) deals with the background of the Scheme and the description of the Parties, the rationale and objects of the Scheme, and definitions and interpretation applicable to this Scheme.
- (b) **PART B** (*Capital Structure and Date of Giving Effect*) deals with the capital structure of the Parties and the date on which this Scheme will take effect.
- (c) **PART C** (*Amalgamation of Transferor Company 1 into Transferor Company 2*) deals with the amalgamation of the Transferor Company 1 into and with the Transferor Company 2, and sets forth certain additional arrangements that form a part of this Scheme in this regard.
- (d) **PART D** (*Amalgamation of Transferor Company 2 into Transferee Company*) deals with amalgamation of the Transferor Company 2 into and with the Transferee Company, and sets forth certain additional arrangements that form a part of this Scheme in this regard.
- (e) **PART E** (*General Terms and Conditions*) deals with the general terms and conditions applicable to this Scheme.

1.2.2. This Scheme also provides for various other matters consequential or otherwise integrally connected herewith, each in the manner as more particularly described in this Scheme.

1.3. Brief Overview of the Parties

1.3.1. GMR Airports Limited

- (a) The Transferor Company 1 is a public limited company incorporated on February 6, 1992 under the provisions of the Companies Act, 1956, with the Corporate Identification Number U65999HR1992PLC101718 and the Permanent Account Number AAACM7791H. The registered office of the Transferor Company 1 is located at BCCL, Times Internet Building, Second Floor, Plot No. 391, Udyog Vihar, Phase-III, Gurugram - 122 016, Haryana, India.
- (b) The Transferor Company 1 is an unlisted company, but has certain debt securities issued by it being listed on the BSE, and is subject to the SEBI Debt Circulars.
- (c) The Transferor Company 1 was incorporated on February 6, 1992, as "*Medvin Finance Private Limited*", under the provisions of the Companies Act, 1956. Pursuant to a resolution passed at the shareholders' meeting held on January 12, 2005, the name of the Company was changed to "*GVL Investments Private Limited*", with a corresponding certificate of incorporation dated April 28, 2005, being issued by the Registrar of Companies, Tamil Nadu. Pursuant to a resolution passed at the shareholders' meeting held on October 20, 2009, the name of the Company was changed to "*GMR Airports Holding Private Limited*", with a fresh certificate of incorporation dated November 10, 2009, being issued by the Registrar of Companies, Karnataka. Subsequently, pursuant to a resolution passed at the shareholders' meeting held on December 21, 2009, the Company was converted into a public limited



company, and the name of the Company was changed to “GMR Airports Holding Limited”, pursuant to a fresh certificate of incorporation dated February 9, 2010, being issued by the Registrar of Companies, Karnataka. Pursuant to a resolution passed at the shareholders’ meeting held on 14 March 2012, the name of the Transferor Company 1 was changed to “GMR Airports Limited”, and a fresh certificate of incorporation was issued on May 3, 2012, by the Registrar of Companies, Karnataka.

1.3.2. GMR Infra Developers Limited

- (a) The Transferor Company 2 is a public limited company incorporated on February 27, 2017 under the provisions of the Act, with the Corporate Identification Number U74999MH2017PLC291718¹, and the Permanent Account Number AAGCG7159M. The registered office of the Transferor Company 2 is located at Naman Center, 7th Floor, G Block, BKC, Bandra, Mumbai – 400 051, Maharashtra, India.²
- (b) The Transferor Company 2 is an unlisted company.

1.3.3. GMR Airports Infrastructure Limited (formerly GMR Infrastructure Limited)

- (a) The Transferee Company is a public limited company incorporated on May 10, 1996 under the provisions of the Companies Act, 1956, with the Corporate Identification Number L45203MH1996PLC281138³ and the Permanent Account Number AABCG8889P. The registered office of the Transferee Company is located at Naman Centre, 701, 7th Floor, Opposite Dena Bank, Plot No. C31 G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, Maharashtra, India.⁴
- (b) The equity shares of the Transferee Company are listed on the BSE and the NSE.
- (c) The Transferee Company was incorporated as “Varalakshmi Vasavi Power Projects Limited” and changed its name to “GMR Vasavi Infrastructure Finance Limited” on May 31, 1999 and subsequently to “GMR Infrastructure Limited” on July 24, 2000. Its name was changed to “GMR Airports Infrastructure Limited” on September 15, 2022.

1.3.4. The objects clause of the memorandum of association of each of the Parties authorise each such Party to carry on their respective businesses, and to enter into and implement this Scheme.

1.4. Rationale for the Scheme

1.4.1. As part of a restructuring of their operations, the Board of Directors of each of the Parties have proposed to consolidate the operations and management of the Transferor Company 1 into and with the Transferor Company 2, and thereafter consolidate the operations and management of the Transferor Company 2 into and with the Transferee Company, as detailed in this Scheme.

¹ The Corporate Identification Number provided herein is subject to modification on completion of the shifting of the registered office of the Transferor Company 2.

² The Regional Director, Western Region pursuant to its order dated February 28, 2023, has granted approval for the shifting of the registered office of Transferor Company 2 from the state of Maharashtra to the state of Haryana. Therefore, the registered office address provided herein is subject to modification on completion of the shifting of the registered office of the Transferor Company 2.

³ The Corporate Identification Number provided herein is subject to modification on completion of the shifting of the registered office of the Transferee Company.

⁴ The Regional Director, Western Region pursuant to its order dated February 28, 2023, has granted approval for the shifting of the registered office of the Transferee Company from the state of Maharashtra to the state of Haryana. Therefore, the registered office address provided herein is subject to modification on completion of the shifting of the registered office of the Transferee Company.



The rationale for, and the benefits of, the amalgamation of the Transferor Company 1 and the Transferor Company 2, into and with the Transferee Company, are *inter alia* as follows:

- (a) consolidation of the business of the Parties, leading to synergies of operations and resulting in the expansion and long-term sustainable growth of such Parties' business, which will create greater value for the Resultant Entity;
- (b) streamlining the corporate organizational structure of the Parties by reducing the number of legal entities involved in the business, and by reducing the number of layers of legal entities. This would provide several benefits, including enhanced managerial focus in a single amalgamated entity (being the Resultant Entity), seamless implementation of policy changes, reduction in the multiplicity of legal and regulatory compliances, costs rationalization and enhancement of the efficiency and control of the Parties, as well as improving the mechanisms for upstreaming of free cashflows and shareholder returns. This, in turn, will also assist shareholders and investors in better understanding and evaluating the structure and strength of the operations of the Parties, with the Resultant Entity also being more attractive to investors looking to invest in the airports sector;
- (c) ensuring a stronger and wider capital and financial base for the Resultant Entity, along with greater access to capital, the reduction of cost of capital, and efficient and optimal utilisation of cash resources of the Parties, and thereby facilitating future growth and expansion;
- (d) bringing about greater integration, operational and organisational rationalisation and effective utilisation of the combined resources of the Parties to enhance the operational efficiency of the Resultant Entity; and
- (e) enabling greater economies of scale and reduction in/avoiding duplication of overheads, administrative, managerial and other common costs, and adoption of an integrated approach to internal policies, including those pertaining to remuneration, employee benefits, workplace rules and policies.

1.4.2. Accordingly, the Scheme will be in the best interests of the Transferor Company 1, the Transferor Company 2 and the Transferee Company and their respective shareholders and creditors.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In this Scheme, unless repugnant to the subject, meaning or context thereof, the following expressions shall have the meanings as set forth below:

- 2.1.1. "Act" or "Companies Act" means the Companies Act, 2013, and the rules framed thereunder, and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force, and shall include all rules, regulations, circulars, notifications, guidelines made or issued in relation thereto, from time to time.
- 2.1.2. "ADP" means Aéroports de Paris S.A., a company existing under the laws of France, registered at R.C.S. Bobigny registry under registration number 552 016 628, having its registered office address at 1 rue de France, 93290, Tremblay-en-France, which is a shareholder in Transferor Company 1.



- 2.1.3. “**Applicable Law**” or “**Law**” shall mean, with reference to any entity or person, any statute, law, regulation, ordinance, rule, Judgment, notification, rule of common law, notice, order, decree, bye-law, clearance, License, directive, guideline, requirement or other governmental restriction, or any similar form of decision, or determination, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question, that is binding on, or applicable to, such entity or person.
- 2.1.4. “**Appointed Date**” means April 1, 2023 or such other date as may be agreed among the Boards of Directors of the Transferor Company 1, the Transferor Company 2 and the Transferee Company, or as the Tribunal may direct / approve.
- 2.1.5. “**Board of Directors**” or “**Boards**” in relation to the Transferor Company 1, the Transferor Company 2, and the Transferee Company, as the case may be, means the boards of directors of the respective companies, and includes any committee of directors.
- 2.1.6. “**BSE**” means BSE Limited.
- 2.1.7. “**Contracts**” means all contracts, agreements, purchase and sale/service orders, operation and maintenance contracts, memoranda of understanding/undertaking, memoranda of agreement, memoranda of agreed points, bids, tenders, expressions of interest, tariff policies, letters of intent, commitments (including those made to suppliers, customers and other third parties), hire purchase arrangements, lease/licence agreements, tenancy rights, *panchnamas* for right of way, equipment purchase agreements, agreements with customers, suppliers and others agreements with the supplier/manufacture goods/service providers, contracts with contractors to supply contract labour, concession agreements, other arrangements, undertakings, deeds, bonds, schemes, investments and interest in projects undertaken by the Transferor Company 1 or the Transferor Company 2, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise, to which the Transferor Company 1 or the Transferor Company 2 is a party to, or to the benefit of which the Transferor Company 1 or the Transferor Company 2 may be eligible/entitled, and all rights, title, interest, claims and benefits thereunder which are subsisting or contingent or having any effect immediately before the Effective Date.
- 2.1.8. “**Core Investment Company**” means a core investment company as defined under the Master Direction – Core Investment Companies (Reserve Bank) Directions, 2016, as may be amended from time to time.
- 2.1.9. “**Debt Securities**” shall mean, with reference to a Transferor Company, any and all borrowings of such Transferor Company in the form of debt securities, including, without limitation, commercial papers, NCDs, external commercial borrowings, bonds, notes or other securities or instruments of like nature, whether secured or unsecured, convertible into equity shares or not.
- 2.1.10. “**Effective Date**” shall have the meaning assigned to it in paragraph 13.1.4 of **PART E** of the Scheme.
- 2.1.11. “**Employees**” means all staff and employees, whether permanent or temporary, engaged in or in relation to the Transferor Company 1 or the Transferor Company 2 as on the Effective Date.
- 2.1.12. “**Employee Funds**” means all contributions, if any, made towards any provident fund, employees state insurance, gratuity fund, staff welfare scheme or any other special schemes, funds or benefits, existing for the benefit of the Employees, together with such of the investments made by these Employee Funds, which are referable to such Employees.



- 2.1.13. “**Encumbrance**” means any encumbrance including, without limitation, any claim, mortgage, negative lien, pledge, equitable interest, charge (whether fixed or floating), hypothecation, lien, deposit by way of security, security, title retention, interest, trust, guarantee, commitment, assignment by way of security, or other encumbrances or security interest of any kind securing or conferring any priority of payment in respect of any obligation of any Person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under any law, contract or otherwise, including any option or right of pre-emption, public right, common right, easement rights, any attachment, restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off and/ or any other interest held by a third party.
- 2.1.14. “**Framework Agreement**” means the Framework Agreement dated March 19, 2023, executed among, *inter alia*, the Transferor Company 1, the Transferor Company 2 and the Transferee Company.
- 2.1.15. “**GISPL**” means GMR Infra Services Private Limited, a company incorporated and registered under the provisions of the Companies Act, 2013 with Corporate Identification Number U45201HR2016PTC099269 and Permanent Account Number AAGCG4386G, which is a shareholder in the Transferor Company 1.
- 2.1.16. “**GMR Promoter Group**” means: (a) GMR Enterprises Private Limited; (b) Mr. G.M. Rao; (c) Mr. Srinivas Bommidala; (d) Mr. GBS Raju; and (e) Mr. Kiran Kumar Grandhi; and their respective legal heirs, successors or entities controlled by them, together with such other members of the promoter group of the Transferee Company as disclosed from time to time to the Stock Exchanges.
- 2.1.17. “**Governmental Authority**” means any national, regional or local government or governmental, administrative, regulatory, fiscal, judicial, or government-owned body of any nation or any of its ministries, departments, secretariats, agencies or any legislative body, commission, authority, court or tribunal or entity, and shall include any authority exercising jurisdiction over any Person, including the Stock Exchanges, the RoC, the Ministry of Corporate Affairs, the Competition Commission of India, the RBI, SEBI, the Tribunal and such other sectoral regulators or authorities as may be applicable.
- 2.1.18. “**Intellectual Property**” shall mean, with reference to any entity, all domestic and foreign intellectual property rights, including with respect to all patents, patent applications, and trademarks, service marks, trade names, trade dress, logos, corporate names, brand names, domain names, all copyrights, designs and mask works, and all registrations, applications and renewals in connection therewith, and software and all website content (including text, graphics, images, audio, video and data), trade secrets, confidential business information and other proprietary information.
- 2.1.19. “**IT Act**” means the Income Tax Act, 1961 and the rules and regulations framed thereunder and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force.
- 2.1.20. “**Judgment**” means any judgment, order, decree, writ, injunction, award, settlement, stipulation or finding issued, promulgated, made, rendered, entered into or enforced by or with any Governmental Authority (in each case, whether temporary, preliminary or permanent).
- 2.1.21. “**Liabilities**” means liabilities of every kind, nature and description, whatsoever and howsoever arising, raised, incurred or utilized for the business or operations of the Transferor Companies, whether present or future, whether or not reflected on a balance sheet in accordance with the accounting standards and includes secured and unsecured debts, sundry creditors, contingent



liabilities, secured loans, unsecured loans, borrowings, statutory liabilities (including those under taxation laws and stamp duty laws), contractual liabilities, duties, obligations, guarantees and those arising out of proceedings of any nature.

- 2.1.22. **“Licences”** means all permits, licenses (including the licenses granted by any Governmental Authority, organisations and companies for the purpose of carrying on its business or in connection therewith), order, permissions, approvals, clearances, consents, concessions, municipal permissions and other permissions, benefits, registrations, rights, entitlements, credits, subsidies, quotas, certificates, clearances, authorities, goodwill, allotments, no-objection certificates, sanctions, subsidies, tax deferrals allotments, quotas, authorisations, exemptions and other benefits, income tax benefits and exemptions, including the right to deduction (for the period remaining since the Appointed Date out of the total period for which the deduction is available in law, if any), liberties and advantages, of including those relating to privileges, powers, facilities etc., of every kind and description of whatsoever nature, if any and the benefits thereof, including applications made in relation thereto, of or relating to the Transferor Company 1 or the Transferor Company 2, or to the benefit of which Transferor Company 1 or the Transferor Company 2 may be eligible or entitled, but shall not include the status of a Core Investment Company, as has been granted by the RBI to the Transferor Company 1.
- 2.1.23. **“NCDs”** mean non-convertible bonds / debentures;
- 2.1.24. **“NSE”** means the National Stock Exchange of India Limited.
- 2.1.25. **“OCRPS”** shall mean optionally convertible and redeemable preference shares.
- 2.1.26. **“OCRPS Terms”** shall mean the terms for the issuance and allotment of the OCRPS of the Transferor Company 2, and upon the effectiveness of **PART D** of the Scheme, for the issuance and allotment of the OCRPS by the Transferee Company, which terms are set out in **SCHEDULE 1** to this Scheme.
- 2.1.27. **“Original OCRPS Shareholders”** shall mean the Transferee Company and GISPL.
- 2.1.28. **“Person”** means any individual, general or limited partnership, corporation (wherever incorporated or un-incorporated), limited liability company, joint stock company, trust, joint venture, unincorporated organisation, association or any other entity, including any Governmental Authority, or any group consisting of two or more of any of the foregoing.
- 2.1.29. **“Proceedings”** means all legal or other proceedings (including suits, appeals, legal (whether civil or criminal), taxation, administrative, arbitral or other proceedings or investigations of whatsoever nature, if any before any statutory or quasi-judicial authority, court or tribunal) initiated by or against the Transferor Company 1 or the Transferor Company 2, whether pending on the Effective Date, or which may be instituted any time in the future (irrespective of whether they relate to periods on or prior to the Effective Date) and in each case relating to the Transferor Company 1 or the Transferor Company 2.
- 2.1.30. **“RBI”** means the Reserve Bank of India.
- 2.1.31. **“RoC”** or **“Registrar of Companies”** means the relevant Registrar of Companies, having jurisdiction over the Transferor Company 1, the Transferor Company 2, or the Transferee Company.
- 2.1.32. **“SEBI”** means the Securities and Exchange Board of India.



2.1.33. “SEBI ICDR” means the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as may be amended, modified, replaced, or supplanted, from time to time.

2.1.34. “SEBI LODR” means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended, modified, replaced, or supplanted, from time to time.

2.1.35. “SEBI Merger Circulars” means, collectively each of the following SEBI circulars:

- (a) circular no. CFD/DIL3/CIR/2017/21 dated 10 March 2017;
- (b) circular no. CFD/DIL3/CIR/2017/26 dated 23 March 2017;
- (c) circular no. CFD/DIL3/CIR/2017/105 dated 21 September 2017;
- (d) circular no. CFD/DIL3/CIR/2018/2 dated 3 January 2018;
- (e) circular no. SEBI/HO/CFD/DIL1/CIR/P/2019/192 dated 12 September 2019;
- (f) circular no. SEBI/HO/CFD/DIL1/CIR/P/2020/215 dated 3 November 2020;
- (g) circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/0000000657 dated 16 November 2021;
- (h) circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/0000000659 dated 18 November 2021;
- (i) master circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated 23 November, 2021 (as well as any circulars added to Schedule I thereof);
- (j) circular no. SEBI/HO/DDHS/DDHS_Div1/P/CIR/2022/0000000103 dated 29 July, 2022 (updated as on 1 December, 2022); and
- (k) circular no. SEBI/HO/DDHS/DDHS-RACPOD1/P/CIR/2022/170 dated 9 December, 2022 (along with item (j), the “SEBI Debt Circulars”),

each as amended from time to time.

2.1.36. “Scheme” or “the Scheme” or “this Scheme” means this composite scheme of amalgamation and arrangement, including the schedules, in its present form, or with any modification(s), as may be approved or directed by the Tribunal or any modification sought by the Parties, as approved by the Tribunal.

2.1.37. “Stock Exchanges” means the NSE and the BSE.

2.1.38. “Tax” or “Taxation” means any applicable direct or indirect taxes, service tax, social security charges, customs or other duties, which any Person is required under Applicable Law to pay, withhold or collect, including any income taxes, capital gains taxes, any tax payable in a representative capacity which under applicable Law is such person’s liability to pay, property taxes, value added tax, goods and services tax, stamp duty, tax on distributed income to shareholders on buy-back of shares, withholding taxes, excise taxes, employee withholding taxes, dividend distribution tax, fringe benefit tax, wealth tax, gift tax, water tax and charges, municipal taxes, gram panchayat taxes, minimum alternative tax, including any surcharge or cess thereon, together with any charges, interest, penalties, levies fines or other additions thereto under Applicable Law for the time being in force as applicable in India with respect to such taxes.



- 2.1.39. **“Transferee Company”** means the resulting company pursuant to the amalgamation of the Transferor Company 2 and GMR Airports Infrastructure Limited, as contemplated in **PART D** of this Scheme, as applicable.
- 2.1.40. **“Transferor Companies”** means, together, the Transferor Company 1 and the Transferor Company 2.
- 2.1.41. **“Transferor Company 1”** means GMR Airports Limited, a public limited company incorporated under the Companies Act, 1956, and having its registered office at BCCL, Times Internet Building, Second Floor, Plot No. 391, Udyog Vihar Phase – III, Gurugram, Haryana 122 016, India.
- 2.1.42. **“Transferor Company 2”** means: (i) prior to the Appointed Date, GMR Infra Developers Limited, a public limited company incorporated under the provisions of the Act; or (ii) the resulting company pursuant to the amalgamation of the Transferor Company 1 and GMR Infra Developers Limited, as contemplated in **PART C** of this Scheme, as applicable;
- 2.1.43. **“Transferor 1 CCPS”** shall mean the compulsorily convertible preference shares of the Transferor Company 1 held by the Transferor Company 2 and the Transferee Company, as detailed in paragraph 3.1 below, and includes the Class A Bonus CCPS, Class B Bonus CCPS, Class C Bonus CCPS and Class D Bonus CCPS.
- 2.1.44. **“Transferor 1 Listed Debt Holders”** shall mean the Persons that are, as on the Effective Date, holders of the Transferor 1 NCDs.
- 2.1.45. **“Transferor 1 NCDs”** shall mean the non-convertible bonds issued by Transferor Company 1, with the relevant details provided in **SCHEDULE 3** of this Scheme.
- 2.1.46. **“Transferor 2 CCDs”** shall mean the compulsorily convertible debentures of the Transferor Company 2 held by the Transferee Company of INR 10,00,000 each, aggregating to INR 4138,50,00,000.
- 2.1.47. **“Transferor 2 Unlisted NCD Holders”** shall mean the Persons that are, as on the Effective Date, holders of the Transferor 2 NCDs.
- 2.1.48. **“Transferor 2 NCDs”** shall mean the non-convertible debentures issued by Transferor Company 2, comprising of:
- (a) 10,000 secured, redeemable, unlisted, unrated, non-convertible debentures of face value of INR 10,00,000 each, aggregating up to INR 1000,00,00,000; and
 - (b) 680 secured, redeemable, unlisted, unrated, non-convertible debentures of face value of INR 1,00,00,000 each, aggregating up to INR 680,00,00,000.
- 2.1.49. **“Tribunal”** means the applicable bench of the National Company Law Tribunal having jurisdiction over the Transferor Company 1, the Transferor Company 2, and the Transferee Company, respectively.
- 2.1.50. **“Undertaking”** means, as the context may require, the Transferor Company 1 and/or the Transferor Company 2, and includes, with reference to the relevant Transferor Company(ies), all the business, undertakings, assets, properties, investments and liabilities of such Transferor Company(ies), of whatsoever nature and kind and wherever situated, on a going concern basis and with continuity of business of such Transferor Company(ies), which shall include:



- (a) all movable assets, wherever situated, whether present, future or contingent, tangible or intangible, in possession or reversion, corporeal or incorporeal, including without limitation current assets, furniture, fixtures, fixed assets, computers, air conditioners, appliances, accessories, office equipment, communication facilities, installations, vehicles, inventory, stock, prepaid expenses, utilities, actionable claims, earnest monies, security deposits and sundry debtors, bills of exchange, promissory notes, trade investment, investments in companies and entities, non-current investments, financial assets including shares, scrips, stocks, prepaid expenses, bonds, debentures, debenture stock and any other securities and accrued benefits thereto, outstanding loans and advances recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cheques and other negotiable instruments, cash and bank balances and deposits including accrued interests thereto with banks, Governmental Authority, other authorities, bodies and other Persons, benefits of any bank guarantees, performance guarantees, corporate guarantees, letters of credit and tax related assets, if any (including but not limited to accumulated tax loss, unabsorbed tax depreciation, minimum alternate tax credit, income taxes, goods and service tax, service tax, sales tax / central sales tax, value added tax, custom, excise and customs, entry tax / duty, deferred tax benefits, set-offs, advance tax, tax deducted at source and any other tax benefits, exemptions and refunds);
- (b) all immovable properties (i.e., land together with the buildings and structures standing thereon or under construction including roads, drains and culverts, bunk house, civil works, foundations for civil works, buildings, warehouses, offices, godowns, depots, guest houses and residential premises, those provided to/occupied by the Employees of the Transferor Company 1 and/or the Transferor Company 2 (as relevant, if any, etc.), including the interest of rental agreements for lease or licence or other rights to use of premises, and all plant and machineries constructed on or embedded or attached to any such immovable properties, in any case whether freehold, leasehold, right of way, leave and licensed or otherwise and documents of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interests in connection with the said immovable properties;
- (c) all Licences;
- (d) all Contracts;
- (e) all intangible assets, including Intellectual Property rights;
- (f) all Employees and Employee Funds;
- (g) all Liabilities;
- (h) all Proceedings;
- (i) all benefits, entitlements, incentives and concessions under incentive schemes and policies including without limitation under customs, excise, goods and services tax, entry tax, income tax laws, sales tax / central sales tax and value added tax, to the extent statutorily available, along with associated obligations of the Transferor Companies and all taxes, duties, cess, etc., that are allocable, referable or related to the Transferor Companies, including all or any refunds, credits and claims relating thereto;
- (j) all books, records, files, papers, engineering and process information, databases for production, procurement, commercial and management, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer



credit information, customer pricing information and all other books and records, whether in physical or electronic form;

- (k) right to any claim not preferred or made by the Transferor Companies (as relevant) in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Companies and any interest thereon, with regard to any law, act or rule or Scheme made by the Government, and in respect of set-off, carry forward of unabsorbed losses and/ or unabsorbed depreciation, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under the IT Act, or taxation laws of other countries, or any other or like benefits under the said statute(s) or under and in accordance with any law or statute; and
- (l) any other assets and liabilities.

2.2. Interpretation

2.2.1. The expressions, which are used, but not defined, in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act, the IT Act, the Securities Contracts (Regulation) Act, 1956, Securities and Exchange Board of India Act, 1992 (including the regulations made thereunder), the Depositories Act, 1996, and other Applicable Laws.

2.2.2. Wherever reference is made to the Tribunal in this Scheme, the reference would include, if appropriate, reference to the Tribunal or such other forum or authority, as may be vested with any of the powers of the Tribunal under the Act and/or rules made thereunder.

2.2.3. In this Scheme, unless the context otherwise requires:

- (a) references in this Scheme to “**upon this Scheme becoming effective**” or “**effectiveness of this Scheme**” etc. shall mean the Effective Date;
- (b) headings are for convenience only and shall be ignored in construing or interpreting any provision of this Scheme;
- (c) references to the singular shall include the plural and *vice-versa* and references to any gender includes the other gender;
- (d) the terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to this Scheme as a whole and not to any particular provision of this Scheme;
- (e) references to a “company” shall include a body corporate;
- (f) references to a document shall be a reference to that document as modified, amended, novated or replaced from time to time;
- (g) the expression “this paragraph” shall, unless followed by reference to a specific provision, be deemed to refer to the whole paragraph (not merely the sub-paragraph or other provision) in which the expression occurs;
- (h) references to paragraphs and Schedules are to paragraphs of and Schedules to this Scheme;
- (i) references to paragraphs and Schedules unless otherwise provided are to paragraphs of and Schedules to this Scheme;



- (j) the words “include” and “including” shall be construed without limitation;
- (k) references to any statute or statutory provision shall include:
 - (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
 - (ii) such provision as from time to time amended, modified, re-enacted or consolidated and (so far as liability thereunder may exist or can arise) shall include also any past statutory provision (as from time to time modified or re-enacted or consolidated) which such provision has directly or indirectly replaced, provided that nothing in this paragraph 2.2.3(k) shall operate to increase the liability of any Party beyond that which would have existed had this paragraph 2.2.3(k) been omitted;
- (l) reference to any Person shall include that Person’s successors in interest and permitted assigns or transferees;
- (m) where a wider construction is possible, the words “other” and “otherwise” shall not be construed *eiusdem generis* with any foregoing words;
- (n) references to “INR” or “Rs.” are to Indian National Rupees;
- (o) references to “USD”, “US\$” or “U.S. Dollars” are to United States Dollars;
- (p) references to “EUR” or “€” are to Euros; and
- (q) the Schedules attached to this Scheme form an integral part of this Scheme and will be in full force and effect as though they were expressly set forth in the body of this Scheme.



PART B: CAPITAL STRUCTURE AND DATE OF GIVING EFFECT

3. CAPITAL STRUCTURE

3.1. Transferor Company 1

3.1.1. As on March 19, 2023, the authorised, issued and paid-up share capital of Transferor Company 1 is as follows:

AUTHORISED SHARE CAPITAL	
Number and kind of shares	Amount (INR)
1,500,000,000 equity shares of INR 10/- each	15,000,000,000
1,500,000,000 preference shares of INR 10/- each	15,000,000,000
TOTAL	30,000,000,000
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
Number and kind of shares	Amount (INR)
1,406,669,470 equity shares of INR 10/- each	14,066,694,700
442,855,639 Compulsory Convertible Preference Shares of INR 10/- each	4,428,556,390
TOTAL	18,495,251,090

3.1.2. As on March 19, 2023, the shareholding pattern of the Transferor Company 1 is as follows:

EQUITY SHAREHOLDING PATTERN		
Name of Equity Holder	No. of Equity Shares	Percentage of Equity Shareholding
AEROPORTS DE PARIS S.A.	353,783,144	25.15
GMR AIRPORTS INFRASTRUCTURE LIMITED	422,000,837	30.00
GMR INFRA SERVICES PRIVATE LTD	335,484,897	23.85
GMR INFRA DEVELOPERS LIMITED	295,400,588	21.00
RAJESH KUMAR ARORA*	1	0.00
ANKIT KUMAR BAROLIA*	1	0.00
G.R.K. BABU*	1	0.00
MADHVA B TERDAL*	1	0.00
TOTAL	1,406,669,470	100.00

*Nominees of GMR Infra Services Private Limited



14



DETAILS OF BONUS COMPULSORILY CONVERTIBLE PREFERENCE SHARES		
Class A		
Name of Bonus CCPS Holder	No. of Class A Bonus CCPS	Percentage of Shareholding
GMR AIRPORTS INFRASTRUCTURE LIMITED	272,077,162	99.47
GMR INFRA DEVELOPERS LIMITED	1,439,230	0.53
TOTAL	273,516,392	100.00
Class B		
Name of Bonus CCPS Holder	No. of Class B Bonus CCPS	Percentage of Shareholding
GMR AIRPORTS INFRASTRUCTURE LIMITED	50,532,525	99.47
GMR INFRA DEVELOPERS LIMITED	269,249	0.53
TOTAL	50,801,774	100.00
Class C		
Name of Bonus CCPS Holder	No. of Class C Bonus CCPS	Percentage of Shareholding
GMR AIRPORTS INFRASTRUCTURE LIMITED	42,110,437	99.47
GMR INFRA DEVELOPERS LIMITED	224,375	0.53
TOTAL	42,334,812	100.00
Class D		
Name of Bonus CCPS Holder	No. of Class D Bonus CCPS	Percentage of Shareholding
GMR AIRPORTS INFRASTRUCTURE LIMITED	75,798,787	99.47
GMR INFRA DEVELOPERS LIMITED	403,874	0.53
TOTAL	76,202,661	100.00

3.2. Transferor Company 2

3.2.1. As on March 19, 2023, the authorised, issued and paid-up share capital of Transferor Company 2 is as follows:

AUTHORISED SHARE CAPITAL	
Number and kind of shares	Amount (INR)
50,000 equity shares of INR 10/- each	5,00,000
TOTAL	5,00,000
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	



Number and kind of shares	Amount (INR)
50,000 equity shares of INR 10/- each	5,00,000
TOTAL	5,00,000

3.2.2. As on March 19, 2023, the shareholding pattern of the Transferor Company 2 is as follows:

EQUITY SHAREHOLDING		
Name of Equity Holder	No. of Equity Shares	Percentage of Equity Shareholding
GMR AIRPORTS INFRASTRUCTURE LIMITED	49,994	100.00
DHRUVI SECURITIES LIMITED*	1	0
GMR AEROSTRUCTURE SERVICES LIMITED*	1	0
GMR CORPORATE AFFAIRS LIMITED*	1	0
GMR BUSINESS PROCESS AND SERVICES PRIVATE LIMITED*	1	0
MR. M.V. SRINIVAS*	1	0
MR. NARAYANA RAO K.*	1	0
TOTAL	50,000	100.00

*Nominees of GMR Airports Infrastructure Limited

3.2.3. As on March 19, 2023, Transferor Company 2 has issued 41,385 compulsorily convertible debentures of INR 10,00,000 each, each of which is held by the Transferee Company.

3.3. Transferee Company

3.3.1. As on March 19, 2023, the authorised, issued and paid-up share capital of GMR Airports Infrastructure Limited is as follows:

SHARE CAPITAL DETAILS	
Share Capital	Amount (In INR)
Authorised share capital	
13,550,000,000 equity shares of INR 1 each	13,550,000,000
10,00,000 preference shares of INR 1,000 each	1,000,000,000
TOTAL	14,550,000,000
Issued, subscribed and paid-up share capital	
603,59,45,275 equity shares of INR 1, each fully paid-up	6,035,945,275
TOTAL	6,035,945,275



- 3.3.2. As on March 19, 2023, GMR Airports Infrastructure Limited has issued foreign currency convertible bonds (“FCCBs”) of a face value of USD 1,000,000 each (United States Dollars One Million each), aggregating to a sum of USD 25,000,000 (United State Dollars Twenty Five Million Only).
- 3.3.3. As on March 19, 2023, the Board of GMR Airports Infrastructure Limited has approved the issuance of FCCBs of a face value of EUR 1,000 (Euros One Thousand each), aggregating to a sum of the EUR 330,817,000. These are pending allotment, subject to the receipt of necessary regulatory approvals, and the receipt of the subscription amount payable by the allottee in connection with such issuance.
- 3.3.4. The conversion of these FCCBs, including, where elected by the Transferee Company, any interest accrued thereon, may result in an increase in the issued and paid-up capital of GMR Airports Infrastructure Limited (or the Transferee Company, as applicable).
- 3.3.5. As on December 31, 2022, the shareholding pattern of GMR Airports Infrastructure Limited was as follows:

EQUITY SHAREHOLDING		
Name of Equity Holder	No. of Equity Shares	Percentage of Equity Shareholding (approx.)
PROMOTER & PROMOTER GROUP	3,555,169,176	58.90
INSTITUTIONS (DOMESTIC)	255,446,400	4.23
Mutual Funds	77025,370	1.28
Alternate Investment Funds	67,500	0.00
Banks	74,087,544	1.23
Life Insurance Corporation of India	103,673,136	1.72
NBFCs	592,850	0.01
INSTITUTIONS (FOREIGN)	1,680,098,469	27.83
FPIs – Category I	1,674,313,358	27.74
FPIs – Category II	5,785,111	0.10
GOVERNMENT COMPANIES	12,000	0.00
NON-INSTITUTIONAL INVESTORS	545,219,230	9.03
TOTAL	6,035,945,275	100.00

4. DATE OF TAKING EFFECT AND IMPLEMENTATION OF SCHEME

4.1. Date of taking effect

- 4.1.1. This Scheme set out herein in its present form, or with any modification(s) approved or imposed or directed by the Tribunal or any other Governmental Authority, shall become effective from the Appointed Date and operative from the Effective Date.



**PART C: AMALGAMATION OF THE TRANSFEROR COMPANY 1 INTO AND WITH
THE TRANSFEROR COMPANY 2**

5. TRANSFER AND VESTING OF THE TRANSFEROR COMPANY 1 INTO AND WITH THE TRANSFEROR COMPANY 2

5.1. Introduction

5.1.1. With effect from the Appointed Date, and upon this Scheme becoming effective, the Undertaking of the Transferor Company 1, together with all its estate, properties, assets, rights, claims, title and authorities, liabilities, contracts, employees, licences, records, approvals and interest, as applicable, being integral parts of the Transferor Company 1, shall stand transferred to and vested in, and be deemed to have been transferred to, and vested in and managed by, the Transferor Company 2, as a going concern, without any further deed, act or instrument, together with all its estate, properties, benefits, assets, rights, claims, title and authorities, liabilities and interest, as applicable, subject to the provisions of this Scheme and in accordance with Sections 230 to 232 of the Act, the IT Act, and all other provisions of Applicable Law.

5.2. Without prejudice to the generality of the above, and to the extent applicable, unless otherwise stated herein, with effect from the Appointed Date and upon this Scheme becoming effective, in relation to the Undertaking in respect of Transferor Company 1:

5.2.1. Assets

(a) In respect of the assets of the Transferor Company 1 which are moveable in nature, or are incorporeal / intangible property, or are otherwise capable of transfer by manual/physical or constructive delivery of possession, or by endorsement and delivery, such assets shall, pursuant to this Scheme, stand transferred to, and vested in and/or deemed to be transferred to and vested in the Transferor Company 2, wherever located, and shall become the property and assets of the Transferor Company 2 (to the extent permissible under Applicable Law). The vesting pursuant to this sub-paragraph shall be deemed to have occurred by manual/physical delivery or by endorsement and delivery, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly to the Transferor Company 2, without requiring execution of any deed or instrument of conveyance for the same.

(b) In respect of the moveable assets belonging to the Transferor Company 1 other than those specified in paragraph 5.2.1(a) above, including investments in shares and any other securities, sundry debtors, actionable claims, earnest monies, receivables, bills, credits, outstanding loans and advances, if any, recoverable in cash or in kind or value to be received, bank balances and deposits, if any, with Governmental Authorities, customers and other Persons, the same shall (notwithstanding whether there is any specific provision for transfer of credits, assets or refunds under Applicable Laws, wherever applicable) without any further act, instrument or deed by the Transferor Company 1 or the Transferor Company 2 or the need for any endorsements, be transferred to and vested from the Transferor Company 1 to the Transferor Company 2, and the same shall also be deemed to have been transferred by way of delivery of possession of the respective documents in this regard. Any security, lien, encumbrance or charge, if any, created over any assets of a third party in relation to the loans, debentures or borrowings extended by the Transferor Company 1, shall, without any further act or deed, stand transferred to the benefit of the Transferor Company 2 and the Transferor Company 2 will have all the rights of the Transferor Company 1 to enforce such security, lien, encumbrance or charge, by virtue of this Scheme. The Transferor Company 2 may (without being obliged to do so), if it so deems appropriate, give notice in such form as it deems fit and proper, to each debtor or obligor or any other Person, that pursuant to the Scheme becoming



effective, such debt, loan, advance, claim, bank balance, deposit or other asset be paid or made good or held on account of the Transferor Company 2 as the person entitled thereto, to the end and intent that the right of the Transferor Company 1 to recover or realize all such debts (including the debts payable by such debtor or obligor or any other Person to the Transferor Company 1) stands transferred and assigned to the Transferor Company 2 and that appropriate entries should be passed in the books of accounts of the relevant debtors or obligors or other Persons to record such change.

- (c) All immovable properties of the Transferor Company 1, including land, together with the buildings and structures standing thereof, and rights and interests in immovable properties of the Transferor Company 1, whether freehold or leasehold or otherwise, and all documents of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest in connection with the said immovable properties, shall stand transferred to and vested in, and be deemed to have been transferred to and vested in, the Transferor Company 2, without any further act or deed being done, or being required to be done, by the Transferor Company 1, or the Transferor Company 2 or both. The Transferor Company 2 shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties, and shall be liable to pay the ground rent and Taxes, and fulfil all obligations in relation to, or applicable to, such immovable properties (if any). The mutation or substitution of the title to the immovable properties and updates to the corresponding title records, where required, shall, upon this Scheme becoming effective, be undertaken and duly recorded in the name of the Transferor Company 2, by appropriate Governmental Authorities, in accordance with Applicable Law, without entering into further deed, instrument or writing.
- (d) Until the owned property, leasehold property and related rights thereto, license or right to use the immovable property, tenancy rights, liberties and special status are transferred, vested, recorded, effected and/or perfected in the record of the Governmental Authorities in favour of the Transferor Company 2, the Transferor Company 2 shall be deemed to be authorized to carry on business in the name and style of the Transferor Company 1 under the relevant agreement, deed, lease and/or license, as the case may be, and the Transferor Company 2 shall keep a record and account of such transactions. For purposes of taking on record the name of the Transferor Company 2 in the records of the Governmental Authorities in respect of transfer of immovable properties to the Transferor Company 2 pursuant to this Scheme, the Boards of Directors of the Transferor Company 1 and the Transferor Company 2 may approve the execution of such documents or deeds as may be necessary, including deed of assignment of lease or leave or license (as the case may be) by the Transferor Company 1 in favour of the Transferor Company 2.
- (e) It is hereby clarified, with reference to paragraph 5.2.1(b) and 5.2.1(c), that investments, if any, made by Transferor Company 1, and all the rights, title and interest of the Transferor Company 1 in any leasehold properties shall, pursuant to Section 232 and other provisions of the Act, as well as the provisions of this Scheme, without any further act or deed, be transferred to and vested in and/or be deemed to have been transferred to and vested in the Transferor Company 2, without entering into further deed, instrument or writing.
- (f) Notwithstanding anything contained in this Scheme, with respect to the immovable properties of the Transferor Company 1 in the nature of land and buildings located outside the States / territory where the registered office address of the Transferor Company 1 is situated as on the Effective Date, whether owned, leased or licensed, for the purpose of, *inter alia*, payment of stamp duty and vesting in the Transferor Company 2, if the Transferor Company 2 so decides, the Transferor Company 1 and/or the Transferor Company 2, whether before or after the Effective Date, as the case may be, may execute and register or cause to be executed and registered, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Transferor Company 2 in respect of such immovable properties. Each of the immovable properties, only for the purposes of the payment of stamp duty (if required under



Applicable Law), shall be deemed to be conveyed at a value determined by the relevant authorities in accordance with the applicable circle rates. The transfer of such immovable properties shall form an integral part of this Scheme.

- (g) For the avoidance of doubt and without prejudice to the generality of paragraph 5.2.1(c) and paragraph 5.2.1(d), it is clarified that, with respect to the immovable properties of the Transferor Company 1 in the nature of land and buildings, the Transferor Company 1 and/or the Transferor Company 2 shall register the certified copy of the orders of the Tribunal approving the Scheme with the offices of the relevant sub-registrar or similar registering authority having jurisdiction over the location of such immovable property and shall also execute and register, as required, such other documents as may be necessary in this regard. For the avoidance of doubt, it is clarified that any document executed pursuant to paragraph 5.2.1(c) and paragraph 5.2.1(d) will be for the limited purpose of meeting requirements under Applicable Law, and shall not be deemed to be a document under which the transfer / conveyance of any property of the Transferor Company 1 takes place and the assets and liabilities of the Transferor Company 1 shall be transferred solely pursuant to and in terms of this Scheme and the order of the Tribunal sanctioning this Scheme;
- (h) The transfer and vesting of movable and immovable properties, as detailed in this paragraph 5.2.1, shall be subject to Encumbrances, if any, affecting the same.
- (i) All Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Company 1 which secure or relate to any liability, shall, after the Effective Date, without any further act, instrument or deed, continue to be related and attached to such assets or any part thereof to which they related or were attached prior to the Effective Date, and as are transferred to the Transferor Company 2. *Provided that* if any assets of the Transferor Company 1 have not been Encumbered in respect of the liabilities, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferor Company 2. The secured creditors of the Transferor Company 2 and/or other holders of security over the properties of the Transferor Company 2 shall not be entitled to any additional security over the properties, assets, rights, benefits and interests of the Transferor Company 1 and therefore, such assets which are not currently Encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Transferor Company 2. The absence of any formal amendment which may be required by a lender or trustee or any third party shall not affect the operation of the foregoing provisions of this Scheme.
- (j) All the security interest over any moveable and/or immoveable properties, and security in any other form (both present and future), including, but not limited to any pledges, or guarantees, if any, created / executed by any Person in favour of the Transferor Company 1 or any other Person acting on behalf of, or for the benefit of, the Transferor Company 1, for securing the obligations of the Persons to whom the Transferor Company 1 has advanced loans and granted other funded and non-funded financial assistance, by way of letter(s) of comfort or through other similar instruments, shall, without any further act, instrument or deed stand vested in and be deemed to be in favour of the Transferor Company 2, and the benefit of such security shall be available to the Transferor Company 2, as if such security was *ab initio* created in favour of the Transferor Company 2. The mutation or substitution of the charge in relation to the movable and immovable properties of the Transferor Company 1 shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Transferor Company 2 by the appropriate authorities and third parties (including any depository participants) pursuant to the sanction of this Scheme by the Tribunal, and upon the Scheme becoming effective in accordance with the terms hereof.



- (k) All estate, assets, rights, title, claims, interest, investments and properties of the Transferor Company 1 as on the Appointed Date, whether or not included in the books of the Transferor Company 1, and all assets, rights, title, interest, investments and properties, of whatsoever nature and wherever situated, which are acquired by the Transferor Company 1 on or prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferor Company 2, with effect from the Appointed Date.
- (l) Upon this Scheme becoming effective, in relation to assets (if any) belonging to the Transferor Company 1 which require separate documents for vesting in the Transferor Company 2, the Transferor Company 1 and the Transferor Company 2 will execute such deeds, documents or such other instruments, if any.

5.2.2. Liabilities

- (a) Upon this Scheme becoming effective and with effect from the Appointed Date, all Liabilities of Transferor Company 1, to the extent they are outstanding as on the Effective Date, shall, without any further act, instrument or deed, stand transferred to and vested in, and shall be deemed to have been transferred to and vested in the Transferor Company 2, so as to become, Liabilities of the Transferor Company 2 on the same terms and conditions as were applicable to the Transferor Company 1, and the Transferor Company 2 shall, and undertakes to meet, discharge and satisfy the same, as if it has incurred such Liabilities, in accordance with their respective terms and conditions, if any.
- (b) Without prejudice to the foregoing provisions of this paragraph 5.2.2, upon the coming into effect of the Scheme, all borrowings of the Transferor Company 1, including in the form of Debt Securities (which will include, without limitation, the Transferor 1 NCDs) shall, pursuant to the provisions of Sections 230 to 232 of the Companies Act, and other relevant provisions of the Act, without any further act, instrument or deed, become the Debt Securities of the Transferor Company 2, on the same terms and conditions, and without any change in the structure thereof. All rights, powers, duties, and obligations in relation thereto shall be and stand transferred to and vested in, or be deemed to have been transferred to and vested in, and shall be exercised by or against the Transferor Company 2 as if it were the issuer of such Debt Securities so transferred and vested, with: (i) all Transferor 1 Listed Debt Holders being entitled to receive NCDs of the Transferor Company 2 in lieu of their holding of NCDs of the Transferor Company 1; (ii) each such Transferor 1 Listed Debt Holder receiving 1 NCD of the Transferor Company 2 for each NCD of the Transferor Company 1 held by it; and (iii) each such NCD having the same attributes as that of the corresponding NCD of the Transferor Company 1. The Parties agree that the Transferor 1 NCDs will be listed on the relevant Stock Exchanges on consummation of the actions contemplated in **PART D** of this Scheme.
- (c) This Scheme shall not operate to enlarge or extend security for any of the Liabilities of the Transferor Company 1, and the Transferor Company 2 shall not be obliged to create any further or additional securities after the Effective Date, unless otherwise agreed to by the Transferor Company 2 with such secured creditors and subject to the consent and approval of the existing secured creditors of the Transferor Company 2, if any. Further, this Scheme shall not operate to enlarge or extend the security for any loan, deposit, credit or other facility availed by the Transferor Company 2, in as much as the security shall not extend to the assets forming part of the Transferor Company 1 prior to the Effective Date. In so far as the existing security in respect of the Liabilities of the Transferor Company 1 is concerned, such security shall, without any further act, instrument or deed, be modified and shall be extended to, and shall operate only over, the assets forming part of the Transferor Company 1, which have been charged and secured and subsisting as on the Effective Date, in respect of such Liabilities. Provided that if any of the assets forming part of the Transferor Company 1 have not been charged or secured in respect of the Liabilities of Transferor Company 1, such assets shall



remain unencumbered, and the existing security referred to above shall not be extended to and shall not operate over such assets.

- (d) Where any such debts, loans raised, liabilities, contingent liabilities, duties and obligations of the Transferor Company 1 as on the Appointed Date have been discharged or satisfied by the Transferor Company 1 after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferor Company 2.
- (e) The Liabilities of the Transferor Company 1, if any, due or which may at any time in the future become due, *inter-se* the Transferor Company 1 and the Transferor Company 2, shall stand discharged and there shall be no liability in that behalf, and corresponding effect shall be given in the books of account and records of the Transferor Company 2.
- (f) It is hereby clarified that, unless expressly provided herein, 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 paragraph 5.2.2. Further, the absence of any formal amendment which may be required by a lender or any third party shall not affect the operation of this paragraph 5.2.2. It is expressly provided that, save as mentioned in this paragraph 5.2.2, no other term or condition of the Liabilities is modified by virtue of this Scheme, except to the extent that such amendment is required by necessary implication.
- (g) Wherever required under Applicable Law, the Transferor Company 1 and Transferor Company 2 shall, respectively, take necessary actions for cancellation of securities and issuance of fresh securities, so as to give effect to the provisions of paragraph 5.2.2 herein above.

5.2.3. Contracts

- (a) All Contracts (including, without limitation, all letters of intent, requests for proposal, requests for quotation, invitations to bid, pre-qualifications, bid acceptances, tenders, and other instruments, of whatsoever nature,) to which the Transferor Company 1 is party, or to the benefit of which the Transferor Company 1 may be entitled, and which are subsisting or having effect immediately before the Effective Date, shall, without any further act, instrument or deed, stand transferred to and vested in, the Transferor Company 2 and continue in full force and effect against or in favour of the Transferor Company 2, as the case may be, and may be enforced by or against the Transferor Company 2 as fully and effectually as if, instead of the Transferor Company 1, the Transferor Company 2 had been a party or beneficiary or obligee thereto or thereunder.
- (b) Upon coming into effect of this Scheme, the past track record of the Transferor Company 1, shall be deemed to be the track record of the Transferor Company 2 for all commercial and regulatory purposes, including for the purposes of profitability, experience, credentials, eligibility, standing, evaluation and participation of the Transferor Company 2 in all existing and future bids, tenders and contracts of all authorities, agencies and clients.
- (c) All guarantees provided by any bank in favour of the Transferor Company 1, that are outstanding as on the Effective Date, shall vest in the Transferor Company 2 and shall inure to the benefit of the Transferor Company 2, and all guarantees issued by the bankers of the Transferor Company 1 at the request of the Transferor Company 1 favouring any third party shall be deemed to have been issued at the request of the Transferor Company 2, and continue in favour of such third party till its maturity or earlier termination.



- (d) Without prejudice to the other provisions of this Scheme and notwithstanding that the vesting of the Transferor Company 1 with the Transferor Company 2 occurs by virtue of this Scheme itself, the Transferor Company 2 may, at any time after the Effective Date in accordance with the provisions hereof, if so required, under any Law or otherwise, execute deeds, confirmations or other writings with any party to any Contract or arrangement to which the Transferor Company 1 is a party or any writings as may be necessary to be executed in order to give formal effect to the provisions of the Scheme. The Transferor Company 2 shall be deemed to be authorized to execute any such writings on behalf of the Transferor Company 1 and to carry out or perform all such formalities or compliances required for the purposes specified above by the Transferor Company 1.

5.2.4. Licences

- (a) All Licences relating to the Transferor Company 1 (other than the status of a Core Investment Company, as has been granted by the RBI to the Transferor Company 1), which are subsisting or having effect immediately before the Effective Date, shall be transferred to and vested in the Transferor Company 2, without any further act or deed being done by the Transferor Company 1 or the Transferor Company 2, and shall be in full force and effect in favour of the Transferor Company 2, as if the same were originally given to, issued to or executed in favour of the Transferor Company 2, and the Transferor Company 2 shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferor Company 2.
- (b) In so far as the various incentives, subsidies, schemes, special status and other benefits or privileges enjoyed, granted by any Governmental Authority, or by any other Person, or availed by the Transferor Company 1, are concerned, the same shall vest with and be available to the Transferor Company 2 on the same terms and conditions as applicable to the Transferor Company 1, as if the same had been allotted and/or granted and/or sanctioned and/or allowed to the Transferor Company 2.
- (c) Upon this Scheme becoming effective, all electricity, gas, water and any other utility connections and tariff rates in respect thereof sanctioned by various public sector and private companies, boards, agencies and authorities in different states to the Transferor Company 1, together with security deposits and all other advances paid, shall stand automatically transferred in favour of the Transferor Company 2 on the same terms and conditions without any further act, instrument or deed. The relevant electricity, gas, water and any other utility companies, boards, agencies and authorities shall issue invoices in the name of Transferor Company 2 with effect from the billing cycle commencing from the month immediately succeeding the month in which the Effective Date falls. The Transferor Company 2 shall comply with the terms, conditions and covenants associated with the grant of such connection and shall also be entitled to refund of security deposits placed with such companies, boards, agencies and authorities by the Transferor Company 1.
- (d) Benefits of any and all corporate approvals, whether in the nature of compliances or otherwise, as may have already been taken by the Transferor Company 1 (including, without limitation, any resolutions adopted by the Transferor Company 1 which are valid on the Effective Date, and are considered necessary by the Board of Directors of the Transferor Company 2), whether for compliances under Applicable Law or otherwise, shall stand transferred to and vested in the Transferor Company 2, and the said corporate approvals and compliances shall be deemed to have been obtained and complied with by the Transferor Company 2.
- (e) Any resolutions of the Transferor Company 1 relating to any powers in connection with borrowing, making investments, provision of loans, provision of guarantees, etc., subject to the provisions of the Act or any other applicable statutory provisions, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting, and be deemed to



be resolutions of the Transferor Company 2, and any limits (in connection with the aforesaid actions) provided under such resolutions shall be added to the limits under the resolutions passed by the Transferor Company 2, with such limits being incremental to the existing limits of the Transferor Company 2. Such increased limits shall be available to the Transferor Company 2 as if the relevant resolutions had been originally approved by the Transferor Company 2.

- (f) Upon this Scheme becoming effective, all powers of attorney given by, issued to, or executed in favour of, the Transferor Company 1 shall stand transferred to the Transferor Company 2, on the same terms and conditions, subject to Applicable Law, and the Transferor Company 2 shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferor Company 2.
- (g) Any third party or authority, the consent of which is required to give effect to the provisions of this paragraph, shall take on record the order of the Tribunal sanctioning this Scheme, and make and duly record the necessary substitution or endorsement in the name of the Transferor Company 2 as successor in interest. For this purpose, the Transferor Company 2 shall file certified copies of such sanction order, and if required, file appropriate applications or forms with relevant authorities concerned for statistical and information purposes only, and there shall be no break in the validity and enforceability of the licenses.
- (h) Further, in the event any licence of the Transferor Company 1 is non-transferrable, then, in such scenario and to the extent required, the Transferor Company 2 shall apply for fresh licenses, permits, permissions, approvals, consents, etc.

5.2.5. **Employees**

- (a) All Employees of the Transferor Company 1, whether permanent or temporary, engaged in or in such employment as on the Effective Date, if any, shall become, and be deemed to have become the Employees of the Transferor Company 2 and shall stand transferred to the Transferor Company 2, without any interruption of or break in service and on terms and conditions no less favourable than those on which they are engaged by the Transferor Company 1.
- (b) The Transferor Company 2 agrees that the duration of service of all such employees with the Transferor Company 1 prior to the transfer, shall be taken into account for the purposes of all benefits to which such employees may be eligible, and accordingly, shall be reckoned from the date of their respective appointment in the Transferor Company 1. The Transferor Company 2 undertakes to pay the same, as and when payable under Applicable Laws.
- (c) All contributions, including contributions towards any Employee Funds, made by the Transferor Company 1 on behalf of its Employees, including the interests arising thereon, shall be transferred to the funds maintained by the Transferor Company 2, along with such of the investments made by such Employee Funds which are referable and allocable to its Employees, and the Transferor Company 2 shall stand substituted for the Transferor Company 1 with regard to the obligation to make the said contributions.
- (d) With regard to the Employee Funds, including provident fund, gratuity fund, superannuation fund or any other special fund or obligation of the Transferor Company 1, created or existing for the benefit of Employees, either with the Transferor Company 1 or with the jurisdictionally authorised officer and/or like regulators, shall, on the Effective Date stand transferred to the Transferor Company 2 and the Transferor Company 2 shall stand substituted for the Transferor Company 1 for all purposes whatsoever relating to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents and Applicable Law, and shall take all necessary



steps to effectuate such substitution and enrolment of the Employees of the Transferor Company 1 as members of such funds as may be necessary. Such funds, if any, created by the Transferor Company 1 for its Employees or with the jurisdictional legally authorised officer and/or like regulators shall, on and from the Effective Date, be continued for the benefit of such employees on the same terms and conditions. With effect from the Effective Date, the Transferor Company 2 will make the necessary contributions for such Employees of the Transferor Company 1, and deposit the same in the relevant Employee Funds, including the provident fund, gratuity fund or superannuation fund and/or similar obligations, where applicable.

- (e) In the event that trustees are constituted as holders of any securities, trust funds or trust monies, in relation to any provident fund trust, gratuity trust, superannuation trust, welfare trust, or any other such trust existing for the benefit of the Employees of the Transferor Company 1, such funds shall be transferred by such trustees of the trusts of the Transferor Company 1 to similarly placed separate trusts and the trustees of the Transferor Company 2, if set up for the same purpose and object, on the same terms and conditions, and shall be deemed to be a transfer of trust property from one set of trustees to another set of trustees in accordance with the provisions of the relevant labour laws, Indian Trusts Act, 1882, the IT Act and relevant stamp legislations, relevant trust deed and rules, as applicable. In such case, appropriate deeds of trusts and/or documents for transfer of trust properties shall be executed upon the sanction of the Scheme in accordance with the terms hereof by the trustees of such trusts in favour of the trusts of the Transferor Company 2, so as to continue the benefits of the Employees of the Transferor Company 1. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company 1 in relation to such schemes or funds shall become those of the Transferor Company 2. Without prejudice to the aforesaid, the Board of Directors of the Transferor Company 2, if it deems fit and subject to Applicable Laws, shall be entitled to: (a) retain separate trusts or funds within the Transferor Company 2, for the erstwhile fund(s) of the Transferor Company 1; or (b) merge the pre-existing fund of the Transferor Company 1 with other similar funds of the Transferor Company 2.
- (f) The contributions, if any, made by the Transferor Company 1 under Applicable Laws in connection with the Employees of the Transferor Company 1, to the Employee Funds of the Transferor Company 1, for the period after the Appointed Date shall be deemed to be contributions made by the Transferor Company 2.

5.2.6. Intellectual Property

All Intellectual Property of the Transferor Company 1, including any Intellectual Property in connection with which the Transferor Company 1 has, or is eligible to have, any rights or entitlement, whether towards usage or otherwise, shall, without any requirement of any further act, instrument or deed stand transferred to and vested in the Transferor Company 2, and be in full force and effect in favour of the Transferor Company 2, and may be enforced by or against it as fully and effectually as if, instead of the Transferor Company 1, the Transferor Company 2 had been a party or beneficiary or obligee thereto. This Scheme shall serve as the requisite consent for the use and transfer of the Intellectual Property of the Transferor Company 1, without requiring the execution of any further deed or document, so as to transfer the Intellectual Property in favour of the Transferor Company 2.

5.2.7. Taxes, Benefits, Entitlements, Incentives and Concessions

- (a) All direct and indirect taxes, including but not limited to customs, excise, advance tax, self-assessment tax, buyback tax, tax deducted at source ("TDS"), tax collected at source ("TCS"), minimum alternate tax credits, dividend distribution tax, banking cash transaction tax, securities transaction tax, taxes withheld / paid in a foreign country, equalization levy, goods and services tax (including central goods and service tax ("CGST")), state goods and service



tax ("SGST"), integrated goods and service tax ("IGST") and union territory goods and service tax ("UTGST"), sales tax, value added tax, service tax, entry tax, wealth tax, and any surcharges, interest, duties and cess payable by or refundable to the Transferor Company 1, including all or any refunds or claims, shall be treated as the tax payable / refundable, as the case may be, of the Transferor Company 2.

- (b) Any benefits, entitlements, incentives, concessions, advantages, privileges, exemptions, credits, holidays, remissions, reductions, etc., that the Transferor Company 1 is entitled to, including but not limited to customs, excise, goods and services tax, value added tax, service tax, entry tax, income tax laws, and wealth tax shall, to the extent statutorily available and along with associated obligations, stand transferred to and be available to the Transferor Company 2 by operation of law pursuant to the order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company 1 or the Transferor Company 2 and these shall relate back to the Appointed Date as if the Transferor Company 2 was originally entitled to all such benefits, entitlements, incentives and concessions, subject to continued compliance by the Transferor Company 2 of all the terms and conditions subject to which the benefits under the incentive schemes were initially made available to the Transferor Company 1.

5.2.8. Legal Proceedings

- (a) The Transferor Company 2 shall bear the burden and the benefits of all Proceedings, filed by or against the Transferor Company 1 pending and/or arising on or before the Effective Date. Upon the Scheme coming into effect on the Effective Date, if any Proceedings in respect of Transferor Company 1 are pending or which may be instituted at any time in the future, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the amalgamation of the Transferor Company 1 with the Transferor Company 2 or of anything contained in this Scheme and may be continued, prosecuted and enforced by or against the Transferor Company 2 in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company 1, by operation of law pursuant to the order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company 1 or the Transferor Company 2.
- (b) The Transferor Company 2 undertakes to have such Proceedings relating to or in connection with the Transferor Company 1, initiated by or against the Transferor Company 1, transferred in its name as soon as possible and to have the same continued, prosecuted and enforced by or against the Transferor Company 2. The Transferor Company 2 also undertakes to pay all amounts including interest, penalties, damages, etc., which the Transferor Company 1 may be called upon to pay or secure in respect of any liability or obligation relating to the Transferor Company 1 for the period from the Appointed Date up to the Effective Date and any costs incurred by the Transferor Company 1 in respect of such Transferor 1 Proceedings started by or against it relating to the period from the Appointed Date up to the Effective Date, upon submission of necessary evidence by the Transferor Company 1 to the Transferor Company 2 for making such payment. Following the Effective Date, the Transferor Company 2 may initiate any legal proceeding for and on behalf of the Transferor Company 1.

5.2.9. Books and Records

- (a) All books, records, files, papers, process information, databases, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, and all other books and records, whether in physical or electronic form of the Transferor Company 1 shall, to the extent possible and permitted under Applicable Laws, be handed over and transferred to the Transferor Company 2.

5.2.10. Bank Accounts



- (a) The Transferor Company 2 shall be entitled to operate all bank accounts, realise all monies and complete and enforce all pending Contracts and transactions in the name of the Transferor Company 1, to the extent necessary, without any further acts, deed or writing. For avoidance of doubt, it is hereby clarified that all cheques and other negotiable instruments, payment orders received and presented for encashment which are drawn in the name of, or the benefit of, the Transferor Company 1 after the Effective Date, shall be accepted for payment by the bankers of the Transferor Company 2, and credited to the accounts of the Transferor Company 2, as if presented by the Transferor Company 2. Similarly, the banker of the Transferor Company 2 shall honour all cheques issued by the Transferor Company 1 for payment after the Effective Date.
- (b) All bank accounts operated or entitled to be operated by the Transferor Company 1 shall be deemed to have transferred and shall stand transferred to the Transferor Company 2 and names of the Transferor Company 1 shall be substituted by the name of the Transferor Company 2 in the bank's records, without any further acts, deeds or writings.
- (c) For the avoidance of doubt it is clarified that with effect from the Effective Date, the Transferor Company 2 shall be entitled to operate such bank accounts of the Transferor Company 1, in its name, in so far as may be necessary, notwithstanding whether the name of the account holder in the respective bank accounts of the Transferor Company 1 has been substituted by the bank in the name of the Transferor Company 2.

5.2.11. **Inter se Transactions**

Upon this Scheme becoming effective and with effect from the Appointed Date, all *inter se* Contracts solely between the Transferor Company 1 and the Transferor Company 2 shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferor Company 2.

6. ACTIONS UPON EFFECTIVENESS OF PART C OF THE SCHEME

6.1. Transfer of Authorised Share Capital

- 6.1.1. Upon this Scheme becoming effective the authorised share capital of the Transferor Company 1 shall stand transferred to, and be amalgamated with, the authorised share capital of the Transferor Company 2, without any liability for payment of any additional fees (including fees and charges to the relevant RoC) or stamp duty.
- 6.1.2. In addition to the actions detailed in paragraph 6.1.1 above, the Board of Directors of the Transferor Company 2 shall, if and to the extent necessary, undertake necessary corporate actions for undertaking the increase and/or re-classification of the authorised share capital of the Transferor Company 1 necessary to enable the consummation of the actions contemplated in paragraph 6.4.2.
- 6.1.3. The consent of the shareholders of the Transferor Company 1 and the Transferor Company 2 to this Scheme shall be deemed to be sufficient for the purpose of effecting the above provisions, and no further action under Section 13 or 61 or any other provision of the Act shall be separately required, nor shall any additional fees (including fees and charges to the relevant RoC) or stamp duty be payable by Transferor Company 2.
- 6.1.4. For the avoidance of doubt, it is clarified that, if the authorised share capital of the Transferor Company 1 or the Transferor Company 2 undergoes any changes, either as a consequence of



any corporate action or otherwise, then this paragraph 6.1 shall automatically stand modified to take into account the effect of such change.

6.2. Determination of Record Date

6.2.1. The Board of Directors of the Transferor Company 2, after procuring the consent of the Board of Directors of the Transferor Company 1, shall determine the Record Date for issuance and allotment of equity shares and OCRPS of the Transferor Company 2 to the shareholders of Transferor Company 1, in terms of paragraph 6.4, *provided that* the Record Date shall be the Effective Date. Upon determination of the Record Date, the Transferor Company 1 shall provide a list of its shareholders as on such Record Date, who are entitled to receive equity shares and/or OCRPS in the Transferor Company 2 in terms of this Scheme.

6.3. Share capital of Transferor Company 1 immediately prior to the Effective Date

6.3.1. Prior to **PART C** of this Scheme coming into effect, but subject to the receipt of the order from the Tribunal approving this Scheme, the Transferor 1 CCPS shall stand converted in the following manner:

- (a) the Class B CCPS shall stand converted into 96,81,848 equity shares having a face value of INR 10 of the Transferor Company 1, *pari passu* with all other equity shares issued by the Transferor Company 1;
- (b) the Class C CCPS shall stand converted into 80,68,207 equity shares having a face value of INR 10 of the Transferor Company 1, *pari passu* with all other equity shares issued by the Transferor Company 1;
- (c) the Class D CCPS shall stand converted into 1,45,22,772 equity shares having a face value of INR 10 of the Transferor Company 1, *pari passu* with all other equity shares issued by the Transferor Company 1; and
- (d) the Class A CCPS shall stand converted into 12,79,05,992 equity shares having a face value of INR 10 of the Transferor Company 1, *pari passu* with all other equity shares issued by the Transferor Company 1.

6.3.2. The Board of Directors of the Transferor Company 1 shall, if and to the extent necessary, undertake necessary corporate actions for undertaking the increase and/or re-classification of the authorised share capital of the Transferor Company 1 necessary to enable the conversion of the Transferor 1 CCPS specified in paragraph 6.3.1. The consent of the shareholders of the Transferor Company 1 to this Scheme shall be deemed to be sufficient for the purpose of effecting the above, and no further action under Section 13 or 61 or any other provision of the Act shall be separately required, nor shall any additional fees (including fees and charges to the relevant RoC) or stamp duty be payable by Transferor Company 1.

6.3.3. The issued share capital of the Transferor Company 1, after such conversion, shall stand as follows:

ISSUED SHARE CAPITAL		
Name of Equity Holder	No. of Equity Shares	% of Holding
ADP	36,95,96,829	23.59%
GIL	56,55,17,023	36.09%



GISL	33,54,84,901	21.41%
GIDL	29,62,49,536	18.91%
TOTAL	1,56,68,48,289	100%

6.4. Consideration and Issue of Shares

6.4.1. The Parties have agreed that, upon this Scheme becoming effective, and in consideration of the transfer of and vesting of the Transferor Company 1 into and with the Transferor Company 2 in terms of **PART C** of this Scheme, the resident Indian shareholders of the Transferor Company 1 shall be issued, in lieu of their existing shareholding in the Transferor Company 1, securities in the form of equity shares as well as OCRPS of the Transferor Company 2, such that 9.00% of the value of the securities issued to the resident Indian shareholders, on account of their direct shareholding in the Transferor Company 1, is in the form of equity shares, and 91.00% of the value of the securities issued to the resident Indian shareholders on account of their direct shareholding in the Transferor Company 1 is in the form of OCRPS. 100% of the value of the securities issued to foreign shareholders shall be in the form of equity shares, as ADP, being a company incorporated outside India, cannot be issued OCRPS in compliance with Applicable Law.

6.4.2. Upon this Scheme becoming effective, and in consideration of the transfer of and vesting of the Transferor Company 1 into and with the Transferor Company 2 in terms of **PART C** of this Scheme, the Transferor Company 2 shall without any further application, act, instrument or deed, but subject to the terms stated herein below and in compliance with Applicable Law, issue (at a face value of INR 10 (with reference to equity shares), and at a face value of INR 400 (with reference to OCRPS)), and allot securities, out of the authorised share capital of the Transferor Company 2, as on the Record Date as follows:

- (a) GMR Airports Infrastructure Limited, as a shareholder in the Transferor Company 1, shall be entitled to receive:
 - (i) for every 1,000 equity shares of the Transferor Company 1 held by GMR Airports Infrastructure Limited, 15,918 equity shares of the Transferor Company 2, having a face value of INR 10; and
 - (ii) for every 40,000 equity shares of Transferor Company 1 held by GMR Airports Infrastructure Limited, 15,918 OCRPS of the Transferor Company 2, having a face value of INR 400, each of which OCRPS shall reflect 40 equity shares of Transferor Company 2 on a fully diluted basis;
- (b) GISPL, as a shareholder in the Transferor Company 1, shall be entitled to receive:
 - (i) for every 1,000 equity shares of Transferor Company 1 held by GISPL, 15,918 equity shares of the Transferor Company 2, having a face value of INR 10; and
 - (ii) for every 40,000 equity shares of Transferor Company 1 held by GISPL, 15,918 OCRPS of the Transferor Company 2, having a face value of INR 400, each of which OCRPS shall reflect 40 equity shares of Transferor Company 2 on a fully diluted basis;
- (c) ADP, being a company incorporated outside India, cannot be issued OCRPS (governed by the OCRPS Terms) in compliance with Applicable Law, and as a shareholder in the Transferor Company 1, shall be entitled to receive for every 1,000



equity shares of the Transferor Company 1 held by ADP, 15,918 equity shares of the Transferor Company 2, having a face value of INR 10;

- (d) the equity shares of the Transferor Company 1, as held by the Transferor Company 2, shall stand cancelled in their entirety, without any further act, instrument or deed; and
- (e) for the purposes of issuance of shares and OCRPS under sub-items (a) to (c) of this paragraph 6.4.1, such issuance shall be undertaken on the basis of the Share Exchange Ratio and the OCRPS Exchange Ratio.

6.4.3. For the purposes of paragraph 6.4.1 herein above:

- (a) the “**Share Exchange Ratio**” shall be every 1,000 (one thousand) fully paid equity shares of the face value of INR 10 of the Transferor Company 1 being exchanged for 15,918 equity shares of the face value of INR 10 of the Transferor Company 2, each being a fully paid-up equity share of the Transferor Company 2; and
- (b) the “**OCRPS Exchange Ratio**” shall be every 40,000 fully paid equity shares of the face value of INR 10 of the Transferor Company 1 being exchanged for 15,918 OCRPS of the face value of INR 400 of the Transferor Company 2. It is clarified that the OCRPS Exchange Ratio is calculated based on the Share Exchange Ratio, taking into account the number of equity shares which would result, on a fully diluted basis, from the conversion of the OCRPS.

6.4.4. The issuance of equity shares and OCRPS by the Transferor Company 2 shall be based on the valuation report dated March 19, 2023, provided by KPMG Valuation Services LLP, being the valuer appointed by the Board of Directors of each of the Transferor Company 1 and the Transferor Company 2, and the fairness opinion dated March 19, 2023 issued by ICICI Securities Limited.

6.4.5. For the purpose of issue and allotment of equity shares and OCRPS pursuant to this paragraph 6.4, the following terms shall apply:

- (a) Approval of this Scheme by the shareholders of the Transferor Company 2 shall be deemed to constitute due compliance with Section 62 and any other applicable provisions of the Act and the articles of association of the Transferee Company 2, and no other consent shall be required under the Act, any other Applicable Law, or the articles of association of the Transferor Company 2, for the issue of equity shares and OCRPS to the shareholders of the Transferor Company 1, and upon the shareholders of the Transferor Company 2 approving the Scheme, it shall be deemed that they have given their consent, including under the Act, any other Applicable Law, and the articles of association of the Transferor Company 2, to the issue of equity shares and OCRPS of the Transferor Company 2 to the shareholders of the Transferor Company 1, in accordance with this Scheme.
- (b) The equity shares and OCRPS proposed to be allotted pursuant to the Scheme shall be subject to the provisions of the memorandum of association and the articles of association of the Transferor Company 2, and shall rank *pari passu* with the existing equity shares and OCRPS respectively, as the case may be, including the rights in respect of dividend and bonus shares, if declared by the Transferor Company 2 on or after the Effective Date.
- (c) The issue and allotment of equity shares and OCRPS as provided in **PART C** of this Scheme shall be carried out in accordance with the provisions of the Act.



- (d) All equity shareholders, as detailed in paragraph 6.4.1 hereinabove, shall be issued and allotted fresh equity shares of the Transferor Company 2, in accordance with Applicable Law. All OCRPS issued by the Transferor Company 2 shall, by virtue of this Scheme, be deemed to be allotted in accordance with the provisions of paragraph 6.4.1, on and in accordance with the OCRPS Terms, and the Transferor Company 2 shall take all necessary steps to give effect to such issuance and allotment of OCRPS.

6.4.6. If any of the entities mentioned in paragraph 6.4.2 above become entitled to any fractional shares, entitlements or credit, in connection with the allotment of equity shares or OCRPS of the Transferor Company 2, such fractional shares, entitlement or credit shall be rounded down to the nearest whole number.

6.4.7. The Transferor Company 2 shall comply with and make the appropriate and necessary filings with the RBI within the prescribed timelines, as required under Applicable Law, for issuance of shares to non-resident shareholders as a result of this Scheme.

6.5. Dissolution of the Transferor Company 1

6.5.1. Upon **PART C** of this Scheme becoming effective, the Transferor Company 1 shall stand dissolved without being wound up, without any further act, instrument or deed.

6.6. Contingent effect

6.6.1. Notwithstanding anything to the contrary provided in this Scheme, no provision of **PART C** of this Scheme shall be given effect to, unless **PART D** of this Scheme has also been approved by the Tribunal, and the procedure detailed in paragraph 13.1.5 can be undertaken, validly and in compliance with Applicable Law, in the exact manner and sequence detailed therein.

7. CONDUCT OF BUSINESS BETWEEN THE APPOINTED DATE AND THE EFFECTIVE DATE AND SAVING OF CONCLUDED TRANSACTIONS

7.1. Conduct of business

7.1.1. The approval of this Scheme by the Board of Directors of the Transferor Company 1 or the Transferor Company 2, or the submission of this Scheme to the Tribunal, shall be without prejudice to the ability of each of the Transferor Company 1 and the Transferor Company 2 to conduct their respective businesses and operations in the ordinary course of business, including (without limitation) accruing indebtedness or procuring suitable investments (such as by way of raising capital), except as otherwise agreed to by the parties to the Framework Agreement.

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

- (a) The Transferor Company 1 shall carry on and be deemed to have been carrying on the business and activities, and shall be further deemed to have held and stood possessed of all the said assets, rights, title, interests, authorities, contracts, investments and decisions, for and on account of, and in trust for, the Transferor Company 2 and all the profits and incomes accruing or arising to the Transferor Company 1, and all the expenditures or losses arising or incurred by it shall for all purposes be treated as the profits and incomes or expenditures and losses of the Transferor Company 2, as the case may be.



- (b) All taxes, including without limitation, income-tax, minimum alternate tax, dividend distribution tax, securities transaction tax, taxes withheld / paid in a foreign country, sales tax, excise duty, custom duty, service tax, value added tax, goods and services tax (including CGST, SGST, IGST, UTGST), entry tax, wealth tax and equalisation levy, paid or payable by the Transferor Company 1 in respect of the operations and/or the profits of the business before the Appointed Date shall be on account of the Transferor Company 1 and, in so far as it relates to the tax payment (including, without limitation, income-tax, minimum alternate tax, securities transaction tax, taxes withheld/paid in a foreign country, sales tax, excise duty, custom duty, service tax, value added tax, goods and services tax (including CGST, SGST, IGST, UTGST) and equalisation levy) whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company 1 in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferor Company 2 and shall, in all proceedings, be dealt with accordingly.
- (c) All obligations, liabilities, duties and commitments attached, related or pertaining to the Transferor Company 1 shall be undertaken and shall be deemed to have been undertaken for and on account of and in trust for the Transferor Company 2.
- (d) The Transferor Company 1 shall not, without the prior written consent of the Transferor Company 2, undertake any new business or alter or substantially expand its existing business.
- (e) The Transferor Company 1 shall not make any change in its capital structure, whether by way of increase (by issue of equity shares, rights shares, bonus shares, preferential issue, convertible debentures, share warrants or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner effect the reorganisation of capital of the Transferor Company 1, except under any of the following circumstances:
- (i) by mutual consent of the respective Boards of Directors of each of the Transferor Company 1 and the Transferor Company 2; or
 - (ii) changes pursuant to commitments, obligations or arrangements made prior to the Appointed Date and disclosed to the Transferor Company 2 or as part of this Scheme; or
 - (iii) as may be permitted under this Scheme, including conversion of the Transferor 1 CCPS; or
 - (iv) if such action does not affect the Share Exchange Ratio and/or the OCRPS Exchange Ratio (as defined in paragraph 6.4.2 of this Scheme)
- (f) The Transferor Company 1 shall preserve and 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 nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments, either for itself or on behalf of its group companies or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with any assets or any part thereof save and except in each case in the following circumstances:



- (i) if the same is in the ordinary course of business as carried on by the Transferor Company 1 as on the date of filing this Scheme with the Tribunal; or
 - (ii) if the same is permitted by this Scheme; or
 - (iii) when financial commitment or borrowing or incurring of liability is to or from or creation of charge, mortgage or encumbrance on assets is in favour of, the Transferor Company 2; or
 - (iv) if written consent of the Board of Directors of the Transferor Company 2 has been obtained.
- (g) The Transferor Company 1 shall not vary the terms and conditions of service of any of its Employees, except in the ordinary course of its business and shall not, without the prior written consent of the Transferor Company 2, materially alter the terms and conditions of service of any of the Employees of the Transferor Company 1 or enter into any long term settlements or contracts with any of the Employees of the Transferor Company 1 or its employees' unions. Notwithstanding the above, the Transferor Company 1 shall be permitted to transfer all or some of the Employees of the Transferor Company 1 to the Transferor Company 2 on or prior to the Effective Date.

7.1.3. All assets acquired, leased or licensed, Licences obtained, benefits, entitlements, incentives and concessions granted, Contracts entered into, Intellectual Property developed or registered or applications made thereto, Liabilities incurred and Proceedings initiated or made party to, between the Appointed Date and until the Effective Date by the Transferor Company 1 shall be deemed to be transferred to and vested in the Transferor Company 2. For avoidance of doubt, where any of the Liabilities as on the Appointed Date (deemed to have been transferred to the Transferor Company 2) have been discharged by the Transferor Company 1 on or after the Appointed Date but before the Effective Date, such discharge shall be deemed to have been for and on behalf of the Transferor Company 2 for all purposes and under Applicable Laws.

7.1.4. With effect from the Effective Date, the Transferor Company 2 shall commence and carry on and shall be authorized to carry on the business of the Transferor Company 1.

7.1.5. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Transferor Company 1 occurs by virtue of **PART C** of this Scheme itself, the Transferor Company 2 may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under Applicable Law or otherwise, give notice in such form, as may be required or as it may deem fit and proper or enter into or execute deeds (including deeds of adherence), confirmations, novations, declarations or other writings or documents as may be necessary and carry out and perform all such formalities and compliances, for and on behalf of the Transferor Company 1, including, with or in favour of and required by: (a) any party to any Contract to which the Transferor Company 1 is a party; or (b) any Governmental Authority or non-government authority, in order to give formal effect to the provisions of this Scheme. *Provided however*, that execution of any confirmation or novation or other writings or arrangements shall in no event postpone the giving effect to this Scheme from the Effective Date, and shall not affect transfer and vesting under the Scheme, which shall be without any act, deed or writing by the Transferor Company 2.

7.1.6. To the extent possible, pending sanction of this Scheme by the Tribunal, the Transferor Company 1 or the Transferor Company 2 shall also be entitled to apply to the relevant Governmental Authorities and other third parties concerned, as may be necessary under any



law or contract for transfer of such consents, approvals and sanctions which the Transferor Company 2 may require to own and carry on the business of the Transferor Company 1, with effect from the Effective Date and subject to this Scheme being sanctioned by the Tribunal.

7.2. Saving of Concluded Transactions

7.2.1. The transfer and vesting of the Transferor Company 1 with and into the Transferor Company 2 under **PART C** of this Scheme and the continuance of the proceedings mentioned herein shall not affect the transactions or proceedings already concluded by the Transferor Company 1 on or prior to the Effective Date, to the end and intent that the Transferor Company 2 shall accept all the acts, deeds and things done and executed, be it of whatsoever nature, by or on behalf of the Transferor Company 1 in respect thereto as acts, deeds and things done and executed on behalf of itself.

8. ACCOUNTING AND TAX TREATMENT

8.1. Accounting Treatment

8.1.1. Upon the Scheme becoming effective, the Transferor Company 2 shall account for the amalgamation in its books of accounts in accordance with the "Pooling of Interest Method" laid down under Appendix C (*Business combinations of entities under common control*) of the Indian Accounting Standard 103 – 'Business Combination' notified under Section 133 of the Act, read with the Companies (Indian Accounting Standards) Rules, 2015 as follows:

- (a) The Transferor Company 2 shall record all the assets, liabilities and reserves of the Transferor Company 1, vested in the Transferor Company 2 pursuant to the Scheme, at their respective carrying amounts.
- (b) The carrying amount of investments in the equity shares of Transferor Company 1, as appearing in the books of the Transferor Company 2, together with the corresponding unrealised gain recognised in fair valuation through other comprehensive income ("FVTOCI") reserve, and any related deferred tax liability shall stand cancelled.
- (c) Inter-corporate loans, deposits or balances as between the Transferor Company 2 and the Transferor Company 1, as well as any obligations in respect thereof, shall stand cancelled, and there shall be no obligations / rights extant in that regard.
- (d) No adjustments are to be made to reflect fair values, or recognise new assets or liabilities, except to harmonise the accounting policies between the Transferor Company 2 and the Transferor Company 1. In case of any difference in accounting policies between the Transferor Company 2 and the Transferor Company 1, the accounting policies followed by the Transferor Company 2 shall prevail, and the impact of the difference will be quantified and adjusted to the revenue reserves of Transferor Company 2 to ensure that the financial statements of the Transferor Company 2 reflect the financial position on the basis of consistent accounting policies.
- (e) All costs and expenses incurred in connection with the Scheme and to put it into operation, and any other expenses and charges attributable to the implementation of the Scheme, shall be debited to the statement of profit and loss of the Transferee Company.
- (f) The identity of the reserves, including retained earnings of the Transferor Company 1, shall be preserved and they shall appear in the financial statements of the



Transferor Company 2 in the same form and manner in which they appeared in the financial statements of the Transferor Company 1.

- (g) The Transferor Company 2 shall credit, to its equity share capital account and OCRPS classified under 'other equity', the aggregate face value of equity shares and OCRPS respectively issued by it to the equity shareholders of the Transferor Company 1 in terms of paragraph 6.4.2 of the Scheme.
- (h) The excess of value of assets over the value of liabilities and reserves of the Transferor Company 1 transferred to the Transferor Company 2 pursuant to the Scheme, after adjusting any differences arising on the cancellation of investment in equity share capital of the Transferor Company 1 together with the unrealised gain recognised in FVTOCI reserve and related deferred tax liability as per paragraph 8.1.1(b) above, the face value of equity shares and OCRPS of the Transferor Company 2 issued in paragraph 6.4.2 above and other adjustments contained in paragraph 8.1.1(c) and 8.1.1(d) above, will be transferred to the capital reserve of the Transferor Company 2, and presented separately from other Capital Reserve in the books of Transferor Company 2 with disclosure of its nature and purpose in the notes to the financial statements of Transferor Company 2. In case the aforementioned difference is a deficit, it shall be transferred to amalgamation adjustment deficit account after adjusting the revenue reserves and capital reserves of the Transferor Company 2 and presented separately in the books of Transferor Company 2 with disclosure of its nature and purpose in the notes to the financial statements of Transferor Company 2.
- (i) Notwithstanding anything above, the Board of Directors of the Transferor Company 2 is authorized to account for any of the abovementioned balances for any amendments / clarifications to the Indian Accounting Standards (Ind AS) specified under Section 133 of the Act, read with the Companies (Indian Accounting Standards) Rules, 2015, and in accordance with the other generally accepted accounting principles in India.

8.2. Consequential Matters Relating to Tax

- 8.2.1. Upon the Scheme coming into effect, notwithstanding anything to the contrary contained in the provisions of this Scheme, all accumulated tax loss, unabsorbed tax depreciation, minimum alternate tax credit, if any, of the Transferor Company 1 as on the Appointed Date shall, for all purposes, be treated as accumulated tax loss, unabsorbed tax depreciation and minimum alternate tax credit of the Transferor Company 2, subject to the provisions of the IT Act and all accumulated tax loss of the Transferor Company 2 shall continue to be carried forward.
- 8.2.2. Upon the Scheme becoming effective, the Transferor Company 1 and the Transferor Company 2 shall be entitled, wherever necessary and pursuant to the provisions of this Scheme, to file or revise their financial statements, tax returns, TDS and TCS certificates, TDS and TCS returns, and other statutory returns, and shall have the right to claim the refunds, advance tax credits, credit for minimum alternate tax, carry forward of losses and unabsorbed depreciation, deductions, tax holiday benefits, deductions or any other credits and / or set off of all amounts paid by the Transferor Company 1 or the Transferor Company 2 under the relevant laws relating to income tax, value added tax, service tax, central sales tax, goods and service tax including CGST, SGST, IGST and UTGST, or any other tax, as may be required consequent to the implementation of the Scheme.
- 8.2.3. Upon the Scheme becoming effective, any advance tax, self-assessment tax, minimum alternate tax and/or TDS and TCS credit available or vested with the Transferor Company 1,



including any taxes paid and TDS and TCS deposited by the Transferor Company 2 on *inter se* transactions during the period between the Appointed Date and the Effective Date shall be treated as advance tax, self-assessment tax, minimum alternate tax and/or TDS and TCS credit paid by the Transferor Company 2 and shall be available to the Transferor Company 2 for set-off against its liability under the IT Act and any excess tax so paid shall be eligible for refund together with interest. Any TDS and TCS certificates issued by the Transferor Company 2 to, or for the benefit of, the Transferor Company 1 under the IT Act with respect to the *inter se* transactions would be available to the Transferor Company 2 to seek refund of from the tax authorities in compliance with law. Further, TDS and TCS deposited, TDS and TCS certificates issued or TDS and TCS returns filed by the Transferor Company 1 and the Transferor Company 2 on transactions other than *inter se* transactions during the period between the Appointed Date and the Effective Date shall continue to hold good as if such TDS and TCS amounts were deposited, TDS and TCS certificates were issued and TDS and TCS returns were filed by the Transferor Company 2. Any TDS deducted and TCS deposited by, or on behalf of, the Transferor Company 1 on *inter se* transactions will be treated as advance tax deposited by the Transferor Company 2.

- 8.2.4. The Transferor Company 2 is also expressly permitted to claim refunds, credits, including restoration of input tax credit, tax deduction in respect of nullifying of any transaction between the Transferor Company 2 and the Transferor Company 1, in terms of this Scheme between the Appointed Date and the Effective Date, provided that upon the Scheme becoming effective, the Transferor Company 2 is also expressly permitted to revise its income tax returns, withholding tax returns, good and services tax returns, other tax returns, to obtain TDS and TCS certificates, including TDS and TCS certificates relating to transactions between the Transferor Company 2 and the Transferor Company 1, and to claim refunds, seek adjustment of tax paid, advance tax, and TDS and TCS credits, benefit of carry forward of accumulated losses etc., pursuant to the provisions of this Scheme.
- 8.2.5. In accordance with the Central Goods and Services Tax Act, 2017 and the rules framed thereunder as are prevalent on the Effective Date, the accumulated un-utilised input tax credits according to tax records lying in the accounts of the Transferor Company 1 shall be permitted to be transferred to the credit of the Transferor Company 2, as if all such accumulated un-utilised input credits were lying to the account of the Transferor Company 2. The Transferor Company 2 shall accordingly be entitled to set off all such accumulated un-utilized input tax credits against good and services tax payable by it.
- 8.2.6. All tax assessment proceedings/appeals of whatsoever nature by or against the Transferor Company 1 pending and/or arising at the Appointed Date and relating to the Transferor Company 1 shall be continued and/or enforced until the Effective Date by the Transferor Company 1. In the event of the Transferor Company 1 failing to continue or enforce any proceeding/appeal, the same may be continued or enforced by the Transferor Company 2. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferor Company 2 in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company 1. Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company 1 with the Transferor Company 2.
- 8.2.7. The provisions of this Scheme as they relate to the amalgamation of the Transferor Company 1 into and with the Transferor Company 2 have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) and relevant sections and provisions of the IT Act. If any terms or provisions of this Scheme are found or interpreted to be inconsistent with any of the provisions of the IT Act, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the IT Act shall prevail and the Scheme shall stand modified to the extent



determined necessary to comply with Section 2(1B) of the IT Act. Such modification(s), will, however, not affect the other parts of the Scheme.



PART D: AMALGAMATION OF TRANSFEROR COMPANY 2 INTO AND WITH THE TRANSFEREE COMPANY

9. TRANSFER AND VESTING OF THE TRANSFEROR COMPANY 2 INTO AND WITH THE TRANSFEREE COMPANY

9.1. Introduction

9.1.1. Subsequent to the effectiveness of **PART C** of the Scheme, with effect from the Appointed Date, and upon this Scheme becoming effective, the Undertaking of the Transferor Company 2, together with all its estate, properties, assets, rights, claims, title and authorities, liabilities, contracts, employees, licences, records, approvals and interest, as applicable, being integral parts of the Transferor Company 2, shall stand transferred to and vested in, and be deemed to have been transferred to, and vested in and managed by, the Transferee Company, as a going concern, without any further deed, act or instrument, together with all its estate, properties, benefits, assets, rights, claims, title and authorities, liabilities and interest, as applicable, subject to the provisions of this Scheme and in accordance with Sections 230 to 232 of the Act, the IT Act, and all other provisions of Applicable Law.

9.2. Without prejudice to the generality of the above, and to the extent applicable, unless otherwise stated herein, with effect from the Appointed Date and upon this Scheme becoming effective, in relation to the Undertaking in respect of the Transferor Company 2:

9.2.1. Assets

(a) In respect of the assets of the Transferor Company 2 which are moveable in nature, or are incorporeal / intangible property, or are otherwise capable of transfer by manual/physical or constructive delivery of possession, or by endorsement and delivery, such assets shall, pursuant to this Scheme, stand transferred to, and vested in and/or deemed to be transferred to and vested in the Transferee Company, wherever located, and shall become the property and assets of the Transferee Company (to the extent permissible under Applicable Law). The vesting pursuant to this sub-paragraph shall be deemed to have occurred by manual/physical delivery or by endorsement and delivery, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly to the Transferee Company, without requiring execution of any deed or instrument of conveyance for the same.

(b) In respect of the moveable assets belonging to the Transferor Company 2 other than those specified in paragraph 9.2.1(a) above, including investments in shares and any other securities, sundry debtors, actionable claims, earnest monies, receivables, bills, credits, outstanding loans and advances, if any, recoverable in cash or in kind or value to be received, bank balances and deposits, if any, with Governmental Authorities, customers and other Persons, the same shall (notwithstanding whether there is any specific provision for transfer of credits, assets or refunds under Applicable Laws, wherever applicable) without any further act, instrument or deed by the Transferor Company 2 or the Transferee Company or the need for any endorsements, be transferred to and vested from the Transferor Company 2 to the Transferee Company, and the same shall also be deemed to have been transferred by way of delivery of possession of the respective documents in this regard. Any security, lien, encumbrance or charge, if any, created over any assets of a third party in relation to the loans, debentures or borrowings extended by the Transferor Company 2, shall, without any further act or deed, stand transferred to the benefit of the Transferee Company and the Transferee Company will have all the rights of the Transferor Company 2 to enforce such security, lien, encumbrance or charge, by virtue of this Scheme. The Transferee Company may (without being obliged to do so), if it so deems appropriate, give notice in such form as it deems fit and proper, to each debtor or obligor or any other Person, that pursuant to the Scheme becoming effective, such debt, loan, advance, claim, bank balance, deposit or other asset be paid or made



good or held on account of the Transferee Company as the person entitled thereto, to the end and intent that the right of the Transferor Company 2 to recover or realize all such debts (including the debts payable by such debtor or obligor or any other Person to the Transferor Company 2) stands transferred and assigned to the Transferee Company and that appropriate entries should be passed in the books of accounts of the relevant debtors or obligors or other Persons to record such change.

- (c) All immovable properties of the Transferor Company 2, including land, together with the buildings and structures standing thereof, and rights and interests in immovable properties of the Transferor Company 2, whether freehold or leasehold or otherwise, and all documents of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest in connection with the said immovable properties, shall stand transferred to and vested in, and be deemed to have been transferred to and vested, the Transferee Company, without any further act or deed being done, or being required to be done, by the Transferor Company 2, or the Transferee Company or both. The Transferee Company shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties, and shall be liable to pay the ground rent and Taxes, and fulfil all obligations in relation to, or applicable to, such immovable properties (if any). The mutation or substitution of the title to the immovable properties and updates to the corresponding title records, where required, shall, upon this Scheme becoming effective, be undertaken and duly recorded in the name of the Transferee Company, by appropriate Governmental Authorities, in accordance with Applicable Law, without entering into further deed, instrument or writing.
- (d) Until the owned property, leasehold property and related rights thereto, license or right to use the immovable property, tenancy rights, liberties and special status are transferred, vested, recorded, effected and/or perfected in the record of the Governmental Authorities in favour of the Transferee Company, the Transferee Company shall be deemed to be authorized to carry on business in the name and style of the Transferor Company 2 under the relevant agreement, deed, lease and/or license, as the case may be, and the Transferee Company shall keep a record and account of such transactions. For purposes of taking on record the name of the Transferee Company in the records of the Governmental Authorities in respect of transfer of immovable properties to the Transferee Company pursuant to this Scheme, the Boards of Directors of the Transferor Company 2 and the Transferee Company may approve the execution of such documents or deeds as may be necessary, including deed of assignment of lease or leave or license (as the case may be) by the Transferor Company 2 in favour of the Transferee Company.
- (e) It is hereby clarified, with reference to paragraphs 5.2.1(b) and 5.2.1(c), that investments, if any, made by Transferor Company 2, and all the rights, title and interest of the Transferor Company 2 in any leasehold properties shall, pursuant to Section 232 and other provisions of the Act and the provisions of this Scheme, without any further act or deed, be transferred to and vested in and/or be deemed to have been transferred to and vested in the Transferee Company, without entering into further deed, instrument or writing.
- (f) Notwithstanding anything contained in this Scheme, with respect to the immovable properties of the Transferor Company 2 in the nature of land and buildings located outside the States / territory where the registered office address of the Transferor Company 2 is situated as on the Effective Date, whether owned, leased or licensed, for the purpose of, *inter alia*, payment of stamp duty and vesting in the Transferee Company, if the Transferee Company so decides, the Transferor Company 2 and/or the Transferee Company, whether before or after the Effective Date, as the case may be, may execute and register or cause to be executed and registered, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Transferee Company in respect of such immovable properties. Each of the immovable properties, only for the purposes of the payment of stamp duty (if required under Applicable Law), shall be deemed to be conveyed at a value determined by the relevant



authorities in accordance with the applicable circle rates. The transfer of such immovable properties shall form an integral part of this Scheme.

- (g) For the avoidance of doubt and without prejudice to the generality of paragraph 9.2.1(c) and paragraph 9.2.1(d), it is clarified that, with respect to the immovable properties of the Transferor Company 2 in the nature of land and buildings, the Transferor Company 2 and/or the Transferee Company shall register the certified copy of the orders of the Tribunal approving the Scheme with the offices of the relevant sub-registrar or similar registering authority having jurisdiction over the location of such immovable property and shall also execute and register, as required, such other documents as may be necessary in this regard. For the avoidance of doubt, it is clarified that any document executed pursuant to paragraph 9.2.1(c) and paragraph 9.2.1(d) will be for the limited purpose of meeting requirements under Applicable Law, and shall not be deemed to be a document under which the transfer / conveyance of any property of the Transferor Company 2 takes place and the assets and liabilities of the Transferor Company 2 shall be transferred solely pursuant to and in terms of this Scheme and the order of the Tribunal sanctioning this Scheme;
- (h) The transfer and vesting of movable and immovable properties, as detailed in this paragraph 9.2.1, shall be subject to Encumbrances, if any, affecting the same.
- (i) All Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Company 2 which secure or relate to any liability, shall, after the Effective Date, without any further act, instrument or deed, continue to be related and attached to such assets or any part thereof to which they related or were attached prior to the Effective Date, and as are transferred to the Transferee Company. *Provided that* if any assets of the Transferor Company 2 have not been Encumbered in respect of the liabilities, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. The secured creditors of the Transferee Company and/or other holders of security over the properties of the Transferee Company shall not be entitled to any additional security over the properties, assets, rights, benefits and interests of the Transferor Company 2 and therefore, such assets which are not currently Encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or any third party shall not affect the operation of the foregoing provisions of this Scheme.
- (j) All the security interest over any moveable and/or immoveable properties, and security in any other form (both present and future), including, but not limited to any pledges, or guarantees, if any, created / executed by any Person in favour of the Transferor Company 2 or any other Person acting on behalf of, or for the benefit of, the Transferor Company 2, for securing the obligations of the Persons to whom the Transferor Company 2 has advanced loans and granted other funded and non-funded financial assistance, by way of letter(s) of comfort or through other similar instruments, shall, without any further act, instrument or deed stand vested in and be deemed to be in favour of the Transferee Company, and the benefit of such security shall be available to the Transferee Company, as if such security was *ab initio* created in favour of the Transferee Company. The mutation or substitution of the charge in relation to the movable and immovable properties of the Transferor Company 2 shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the appropriate authorities and third parties (including any depository participants) pursuant to the sanction of this Scheme by the Tribunal, and upon the Scheme becoming effective in accordance with the terms hereof.
- (k) All estate, assets, rights, title, claims, interest, investments and properties of the Transferor Company 2 as on the Appointed Date, whether or not included in the books of the Transferor



Company 2, and all assets, rights, title, interest, investments and properties, of whatsoever nature and wherever situate, which are acquired by the Transferor Company 2 on or prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company, with effect from the Appointed Date.

- (l) Upon this Scheme becoming effective, in relation to assets (if any) belonging to the Transferor Company 2 which require separate documents for vesting in the Transferee Company, the Transferor Company 2 and the Transferee Company will execute such deeds, documents or such other instruments, if any.

9.2.2. Liabilities

- (a) Upon this Scheme becoming effective and with effect from the Appointed Date, all Liabilities of Transferor Company 2, to the extent they are outstanding as on the Effective Date, shall, without any further act, instrument or deed, stand transferred to and vested in, and shall be deemed to have been transferred to and vested in the Transferee Company, so as to become, Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company 2, and the Transferee Company shall, and undertakes to meet, discharge and satisfy the same, as if it has incurred such Liabilities, in accordance with their respective terms and conditions, if any.
- (b) Without prejudice to the foregoing provisions of this paragraph 9.2.2, upon the coming into effect of the Scheme, all borrowings of the Transferor Company 2, including in the form of Debt Securities (which will include, without limitation, the Transferor 2 NCDs, as well as any Debt Securities covered under paragraph 5.2.2) shall, pursuant to the provisions of Sections 230 to 232 of the Companies Act, and other relevant provisions of the Act, without any further act, instrument or deed, become the Debt Securities of the Transferee Company, on the same terms and conditions, and without any change in the structure. All rights, powers, duties, and obligations in relation thereto shall be and stand transferred to and vested in, or be deemed to have been transferred to and vested in, and shall be exercised by or against the Transferee Company as if it were the issuer of such Debt Securities so transferred and vested, with: (i) all Transferor 1 Listed Debt Holders being entitled to receive NCDs of the Transferee Company in lieu of their holding of NCDs of the Transferor Company 2; (ii) each such Transferor 1 Listed Debt Holder receiving 1 NCD of the Transferee Company for each NCD of the Transferor Company 2 held by it; and (iii) such NCD having the same attributes as that of the corresponding NCD of the Transferor Company 2. In addition, the Board of Directors of the Transferee Company, shall be authorised to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to, in compliance with Applicable Laws, list (and have admitted for trading) the various bonds, infrastructure bonds and/ or other securities (such as the NCDs issued herein above) on the relevant Stock Exchanges. The Transferor Company shall make all requisite applications, and shall otherwise comply with, the provisions of the SEBI Merger Circulars and Applicable Law, and take all steps to procure the listing of the NCDs issued by it pursuant to this paragraph 9.2.2(b). The Parties agree that the Transferor 2 NCDs will be listed on the relevant Stock Exchanges on consummation of the actions contemplated in **PART D** of this Scheme.
- (c) This Scheme shall not operate to enlarge or extend security for any of the Liabilities of Transferor Company 2, and the Transferee Company shall not be obliged to create any further or additional securities after the Effective Date, unless otherwise agreed to by the Transferee Company with such secured creditors and subject to the consent and approval of the existing secured creditors of the Transferee Company, if any. Further, this Scheme shall not operate to enlarge or extend the security for any loan, deposit, credit or other facility availed by the Transferee Company, in as much as the security shall not extend to the assets forming part of the Transferor Company 2 prior to the Effective Date. In so far as the existing security in respect of the Liabilities of Transferor Company 2 is concerned, such security shall, without



any further act, instrument or deed, be modified and shall be extended to, and shall operate only over, the assets forming part of the Transferor Company 2, which have been charged and secured and subsisting as on the Effective Date, in respect of such Liabilities. *Provided that* if any of the assets forming part of the Transferor Company 2 have not been charged or secured in respect of the Transferor 2 Liabilities, such assets shall remain unencumbered, and the existing security referred to above shall not be extended to and shall not operate over such assets.

- (d) Where any such debts, loans raised, liabilities, contingent liabilities, duties and obligations of the Transferor Company 2 as on the Appointed Date have been discharged or satisfied by the Transferor Company 2 after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.
- (e) The Liabilities of the Transferor Company 2, if any, due or which may at any time in the future become due, *inter-se* the Transferor Company 2 and the Transferee Company, shall stand discharged and there shall be no liability in that behalf, and corresponding effect shall be given in the books of account and records of the Transferee Company.
- (f) It is hereby clarified that, unless expressly provided herein, 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 paragraph 9.2.2. Further, the absence of any formal amendment which may be required by a lender or any third party shall not affect the operation of this paragraph 9.2.2. It is expressly provided that, save as mentioned in this paragraph 9.2.2, no other term or condition of the Liabilities is modified by virtue of this Scheme, except to the extent that such amendment is required by necessary implication.
- (g) Wherever required under Applicable Law, the Transferor Company 2 and Transferee Company shall, respectively, take necessary actions for cancellation of securities and issuance of fresh securities, so as to give effect to the provisions of this paragraph 9.2.2 herein above.

9.2.3. **Contracts**

- (a) All Contracts (including, without limitation, all letters of intent, requests for proposal, requests for quotation, invitations to bid, pre-qualifications, bid acceptances, tenders, and other instruments, of whatsoever nature,) to which the Transferor Company 2 is party, or to the benefit of which the Transferor Company 2 may be entitled, and which are subsisting or having effect immediately before the Effective Date, shall, without any further act, instrument or deed, stand transferred to and vested in, the Transferee Company and continue in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company 2, the Transferee Company had been a party or beneficiary or obligee thereto or thereunder.
- (b) Upon coming into effect of this Scheme, the past track record of the Transferor Company 2, shall be deemed to be the track record of the Transferee Company for all commercial and regulatory purposes, including for the purposes of profitability, experience, credentials, eligibility, standing, evaluation and participation of the Transferee Company in all existing and future bids, tenders and contracts of all authorities, agencies and clients.
- (c) All guarantees provided by any bank in favour of the Transferor Company 2, that are outstanding as on the Effective Date, shall vest in the Transferee Company and shall inure to the benefit of the Transferee Company, and all guarantees issued by the bankers of the Transferor Company 2 at the request of the Transferor Company 2 favouring any third party



shall be deemed to have been issued at the request of the Transferee Company, and continue in favour of such third party till its maturity or earlier termination.

- (d) Without prejudice to the other provisions of this Scheme and notwithstanding that the vesting of the Transferor Company 2 with the Transferee Company 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 with any party to any Contract or arrangement to which the Transferor Company 2 is a party or any writings as may be necessary to be executed in order to give formal effect to the provisions of the Scheme. The Transferee Company shall be deemed to be authorized to execute any such writings on behalf of the Transferor Company 2 and to carry out or perform all such formalities or compliances required for the purposes specified above by the Transferor Company 2.

9.2.4. Licences

- (a) All Licences relating to the Transferor Company 2, which are subsisting or having effect immediately before the Effective Date, shall be transferred to and vested in the Transferee Company, without any further act or deed being done by the Transferor Company 2 or the Transferee Company, and shall be in full force and effect in favour of the Transferee Company, as if the same were originally given to, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.
- (b) In so far as the various incentives, subsidies, schemes, special status and other benefits or privileges enjoyed, granted by any Governmental Authority, or by any other Person, or availed by the Transferor Company 2, are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions as applicable to the Transferor Company 2, as if the same had been allotted and/or granted and/or sanctioned and/or allowed to the Transferee Company.
- (c) Upon this Scheme becoming effective, all electricity, gas, water and any other utility connections and tariff rates in respect thereof sanctioned by various public sector and private companies, boards, agencies and authorities in different states to the Transferor Company 2, together with security deposits and all other advances paid, shall stand automatically transferred in favour of the Transferee Company on the same terms and conditions without any further act, instrument or deed. The relevant electricity, gas, water and any other utility companies, boards, agencies and authorities shall issue invoices in the name of Transferee Company with effect from the billing cycle commencing from the month immediately succeeding the month in which the Effective Date falls. The Transferee Company shall comply with the terms, conditions and covenants associated with the grant of such connection and shall also be entitled to refund of security deposits placed with such companies, boards, agencies and authorities by the Transferor Company 2.
- (d) Benefits of any and all corporate approvals, whether in the nature of compliances or otherwise, as may have already been taken by the Transferor Company 2 (including, without limitation, any resolutions passed by the Transferor Company 2 which are valid on the Effective Date, and are considered necessary by the Board of Directors of the Transferee Company), whether for compliances under Applicable Law or otherwise, shall stand transferred to and vested in the Transferee Company, and the said corporate approvals and compliances shall be deemed to have been obtained and complied with by the Transferee Company.
- (e) Any resolutions of the Transferor Company 2 relating to any powers in connection with borrowing, making investments, provision of loans, provision of guarantees, etc., subject to



the provisions of the Act or any other applicable statutory provisions, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting, and be deemed to be resolutions of the Transferee Company, and any limits (in connection with the aforesaid actions) provided under such resolutions shall be added to the limits under the resolutions passed by the Transferee Company, with such limits being incremental to the existing limits of the Transferee Company. Such increased limits shall be available to the Transferee Company as if the relevant resolutions had been originally approved by the Transferee Company.

- (f) Upon this Scheme becoming effective, all powers of attorney given by, issued to, or executed in favour of, the Transferor Company 2 shall stand transferred to the Transferee Company, on the same terms and conditions, subject to Applicable Law, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.
- (g) Any third party or authority, the consent of which is required to give effect to the provisions of this paragraph, shall take on record the order of the Tribunal sanctioning this Scheme, and make and duly record the necessary substitution or endorsement in the name of the Transferee Company as successor in interest. For this purpose, the Transferee Company shall file certified copies of such sanction order, and if required, file appropriate applications or forms with relevant authorities concerned for statistical and information purposes only, and there shall be no break in the validity and enforceability of the licenses.
- (h) Further, in the event any licence of the Transferor Company 2 is non-transferrable, then, in such scenario and to the extent required, the Transferee Company shall apply for fresh licenses, permits, permissions, approvals, consents, etc.

9.2.5. **Employees**

- (a) All Employees of the Transferor Company 2, whether permanent or temporary, engaged in or in such employment as on the Effective Date, if any, shall become, and be deemed to have become the Employees of the Transferee Company and shall stand transferred to the Transferee Company, without any interruption of or break in service and on terms and conditions no less favourable than those on which they are engaged by the Transferor Company 2.
- (b) The Transferee Company agrees that the duration of service of all such employees with the Transferor Company 2 prior to the transfer, shall be taken into account for the purposes of all benefits to which such employees may be eligible, and accordingly, shall be reckoned from the date of their respective appointment in the Transferor Company 2. The Transferee Company undertakes to pay the same, as and when payable under Applicable Laws.
- (c) All contributions, including contributions towards any Employee Funds, made by the Transferor Company 2 on behalf of its Employees, including the interests arising thereon, shall be transferred to the funds maintained by the Transferee Company, along with such of the investments made by such Employee Funds which are referable and allocable to its Employees, and the Transferee Company shall stand substituted for the Transferor Company 2 with regard to the obligation to make the said contributions.
- (d) With regard to the Employee Funds, including provident fund, gratuity fund, superannuation fund or any other special fund or obligation of the Transferor Company 2, created or existing for the benefit of Employees, either with the Transferor Company 2 or with jurisdictional legally authorised officer and/or like regulators, shall, on the Effective Date stand transferred to the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company 2 for all purposes whatsoever relating to the obligation to make



contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents and Applicable Law, and shall take all necessary steps to effectuate such substitution and enrolment of the Employees of the Transferor Company 2 as members of such funds as may be necessary. Such funds, if any, created by the Transferor Company 2 for its Employees or with the jurisdictional legally authorised officer and/or like regulators shall, on and from the Effective Date, be continued for the benefit of such employees on the same terms and conditions. With effect from the Effective Date, the Transferee Company will make the necessary contributions for such Employees of the Transferor Company 2, and deposit the same in the relevant Employee Funds, including the provident fund, gratuity fund or superannuation fund and/or similar obligations, where applicable.

- (e) In the event that trustees are constituted as holders of any securities, trust funds or trust monies, in relation to any provident fund trust, gratuity trust, superannuation trust, welfare trust, or any other such trust existing for the benefit of the Employees of the Transferor Company 2, such funds shall be transferred by such trustees of the trusts of the Transferor Company 2 to similarly placed separate trusts and the trustees of the Transferee Company, if set up for the same purpose and object, on the same terms and conditions, and shall be deemed to be a transfer of trust property from one set of trustees to another set of trustees in accordance with the provisions of the relevant labour laws, Indian Trusts Act, 1882, the IT Act and relevant stamp legislations, relevant trust deed and rules, as applicable. In such case, appropriate deeds of trusts and/or documents for transfer of trust properties shall be executed upon the sanction of the Scheme in accordance with the terms hereof by the trustees of such trusts in favour of the trusts of the Transferee Company, so as to continue the benefits of the Employees of the Transferor Company 2. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company 2 in relation to such schemes or funds shall become those of the Transferee Company. Without prejudice to the aforesaid, the Board of Directors of the Transferee Company, if it deems fit and subject to Applicable Laws, shall be entitled to: (a) retain separate trusts or funds within the Transferee Company, for the erstwhile fund(s) of the Transferor Company 2; or (b) merge the pre-existing fund of the Transferor Company 2 with other similar funds of the Transferee Company.
- (f) The contributions, if any, made by the Transferor Company 2 under Applicable Laws in connection with the Employees of the Transferor Company 2, to the Employee Funds of the Transferor Company 2, for the period after the Appointed Date shall be deemed to be contributions made by the Transferee Company.

9.2.6. Intellectual Property

All Intellectual Property of the Transferor Company 2, including any Intellectual Property in connection with which the Transferor Company 2 has, or is eligible to have, any rights or entitlement, whether towards usage or otherwise, shall, without any requirement of any further act, instrument or deed stand transferred to and vested in the Transferee Company, and be in full force and effect in favour of the Transferee Company, and may be enforced by or against it as fully and effectually as if, instead of the Transferor Company 2, the Transferee Company had been a party or beneficiary or obligee thereto. This Scheme shall serve as the requisite consent for the use and transfer of the Intellectual Property of the Transferor Company 2, without requiring the execution of any further deed or document, so as to transfer the Intellectual Property in favour of the Transferee Company.

9.2.7. Taxes, Benefits, Entitlements, Incentives and Concessions

- (a) All direct and indirect taxes, including but not limited to customs, excise, advance tax, self-assessment tax, buyback tax, TDS, TCS, minimum alternate tax credits, dividend distribution tax, banking cash transaction tax, securities transaction tax, taxes withheld / paid in a foreign



country, equalization levy, goods and services tax (including CGST, SGST, IGST and UTGST), sales tax, value added tax, service tax, entry tax, wealth tax, and any surcharges, interest, duties and cess payable by or refundable to the Transferor Company 2, including all or any refunds or claims, shall be treated as the tax payable / refundable, as the case may be, of the Transferee Company:

- (b) Any benefits, entitlements, incentives, concessions, advantages, privileges, exemptions, credits, holidays, remissions, reductions, etc., that the Transferor Company 2 is entitled to, including but not limited to customs, excise, goods and services tax, value added tax, service tax, entry tax, income tax laws, and wealth tax shall, to the extent statutorily available and along with associated obligations, stand transferred to and be available to the Transferee Company by operation of law pursuant to the order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company 2 or the Transferee Company and these shall relate back to the Appointed Date as if the Transferee Company was originally entitled to all such benefits, entitlements, incentives and concessions, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits under the incentive schemes were initially made available to the Transferor Company 2.

9.2.8. Legal Proceedings

- (a) The Transferee Company shall bear the burden and the benefits of all Proceedings filed by or against the Transferor Company 2 pending and/or arising on or before the Effective Date. Upon the Scheme coming into effect on the Effective Date, if any Proceedings in respect of the Transferor Company 2, be pending or which may be instituted at any time in the future, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the amalgamation of the Transferor Company 2 with the Transferee Company or of anything contained in this Scheme and may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company 2, by operation of law pursuant to the order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed of the Transferee Company or the Transferor Company 2.
- (b) The Transferee Company undertakes to have such Proceedings relating to or in connection with the Transferor Company 2, initiated by or against the Transferor Company 2, transferred in its name as soon as possible and to have the same continued, prosecuted and enforced by or against the Transferee Company. The Transferee Company also undertakes to pay all amounts including interest, penalties, damages, etc., which the Transferor Company 2 may be called upon to pay or secure in respect of any liability or obligation relating to the Transferor Company 2 for the period from the Appointed Date up to the Effective Date and any costs incurred by the Transferor Company 2 in respect of such Transferor 2 Proceedings started by or against it relating to the period from the Appointed Date up to the Effective Date, upon submission of necessary evidence by the Transferor Company 2 to the Transferee Company for making such payment. Following the Effective Date, the Transferee Company may initiate any legal proceeding for and on behalf of the Transferor Company 2.

9.2.9. Books and Records

- (a) All books, records, files, papers, process information, databases, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, and all other books and records, whether in physical or electronic form of the Transferor Company 2 shall, to the extent possible and permitted under Applicable Laws, be handed over and transferred to the Transferee Company.

9.2.10. Bank Accounts



- (a) The Transferee Company shall be entitled to operate all bank accounts, realise all monies and complete and enforce all pending Contracts and transactions in the name of the Transferor Company 2, to the extent necessary, without any further acts, deed or writing. For avoidance of doubt, it is hereby clarified that all cheques and other negotiable instruments, payment orders received and presented for encashment which are drawn in the name of, or for the benefit of, the Transferor Company 2 after the Effective Date, shall be accepted for payment by the bankers of the Transferee Company, and credited to the accounts of the Transferee Company, as if presented by the Transferee Company. Similarly, the banker of the Transferee Company shall honour all cheques issued by the Transferor Company 2 for payment after the Effective Date.
- (b) All bank accounts operated or entitled to be operated by the Transferor Company 2 shall be deemed to have transferred and shall stand transferred to the Transferee Company and names of the Transferor Company 2 shall be substituted by the name of the Transferee Company in the bank's records, without any further acts, deeds or writings.
- (c) For the avoidance of doubt it is clarified that with effect from the Effective Date, the Transferee Company shall be entitled to operate such bank accounts of the Transferor Company 2, in its name, in so far as may be necessary, notwithstanding whether the name of the account holder in the respective bank accounts of the Transferor Company 2 has been substituted by the bank in the name of the Transferee Company.

9.2.11. **Inter se Transactions**

Upon this Scheme becoming effective and from the Appointed Date, all *inter se* Contracts solely between the Transferor Company 2 and the Transferee Company shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company.

10. ACTIONS UPON EFFECTIVENESS OF PART D OF SCHEME

10.1. Transfer of Authorised Share Capital

- 10.1.1. Upon this Scheme becoming effective, the authorised share capital of the Transferor Company 2 shall stand transferred to, and be amalgamated with, the authorised share capital of the Transferee Company, without any liability for payment of any additional fees (including fees and charges to the relevant RoC) or stamp duty.
- 10.1.2. In addition to the actions detailed in paragraph 10.1.1, the Board of Directors of the Transferee Company shall, if and to the extent necessary, undertake necessary corporate actions for undertaking the increase and/or re-classification of the authorised share capital of the Transferee Company necessary to enable the consummation of the actions contemplated in paragraph 10.4.1.
- 10.1.3. The consent of the shareholders of the Transferor Company 2 and the Transferee Company to this Scheme shall be deemed to be sufficient for the purpose of effecting the above, and no further action under Section 13 or 61 or any other provision of the Act shall be separately required, nor shall any additional fees (including fees and charges to the relevant RoC) or stamp duty be payable by the Transferee Company.
- 10.1.4. For the avoidance of doubt, it is clarified that, if the authorised share capital of the Transferor Company 2 or the Transferee Company undergoes any changes, either as a consequence of any corporate action or otherwise, then this paragraph 10.1 shall automatically stand modified to take into account the effect of such change.



10.2. Determination of Record Date

10.2.1. The Board of Directors of the Transferee Company, after procuring the consent of the Board of Directors of the Transferor Company 2, shall determine the Record Date, for issuance and allotment of equity shares and OCRPS of the Transferee Company to the equity shareholders and the OCRPS holders of Transferor Company 2 in terms of paragraph 10.4, *provided that* the Record Date shall be the Effective Date. Upon determination of the Record Date, the Transferor Company 2 shall provide a list of its equity shareholders and the OCRPS holders as on such Record Date, who are entitled to receive equity shares and/or OCRPS in the Transferee Company in terms of this Scheme.

10.3. Share capital of Transferor Company 2 immediately prior to the Effective Date

10.3.1. Prior to **PART C** or **PART D** of this Scheme coming into effect, the outstanding Transferor 2 CCDs held by the Transferee Company shall stand converted into 4,13,85,00,000 equity shares having a face value of INR 10 of the Transferor Company 2, *pari passu* with all other equity shares issued by the Transferor Company 2, such that all such Transferor 2 CCDs stand converted into equity shares. Each of Transferor Company 2 and Transferee Company shall take all steps to give effect to such conversion.

10.3.2. Without prejudice to the generality of the foregoing, upon the completion of **PART C** of this Scheme, and immediately prior to the Effective Date for **PART D** of this Scheme, the issued share capital of Transferor Company 2 shall stand recast as under:

ISSUED SHARE CAPITAL		
EQUITY SHARES		
Name of Equity Holder	No. of Equity Shares	% of Holding
GIL	4,94,87,20,996	43.75%
GISL	48,06,22,377	4.25%
ADP	5,88,32,42,308	52.00%
TOTAL	11,31,25,85,681	100.00%
OCRPS		
Name of OCRPS Holder	No. of OCRPS	% of Holding
GISL	12,14,90,656	37.23%
GIL	20,47,93,224	62.77%
Total	32,62,83,880	100.00%

10.3.3. The Board of Directors of the Transferor Company 2 shall, if and to the extent necessary, undertake necessary corporate actions for undertaking the increase and/or re-classification of the authorised share capital of the Transferor Company 2 necessary to enable the conversion of the Transferor 2 CCDs specified in paragraph 10.3.1. In the event the conversion of the Transferor 2 CCDs into equity shares has not occurred as of the date on which the Tribunal approves the Scheme, the consent of the shareholders of the Transferor Company 2 and the Transferee Company to this Scheme shall be deemed to be sufficient for the purpose of effecting the above, and no further action under Section 13 or 61 or any other provision of the



Act shall be separately required, nor shall any additional fees (including fees and charges to the relevant RoC) or stamp duty be payable by Transferor Company 2.

10.4. Consideration and Issue of Shares

10.4.1. Upon this Scheme becoming effective, and in consideration of the transfer of and vesting of the Transferor Company 2 into the Transferee Company in terms of **PART D** of this Scheme, as decided by the Board of Directors of the Transferor Company 2 and the Transferee Company at their respective meetings held on March 19, 2023, the Transferee Company shall, without any further act, instrument or deed, but subject to the terms stated herein below and in compliance with Applicable Law, issue and allot securities, out of the authorised share capital of the Transferee Company, as on the Record Date, as follows:

- (a) equity shares of the Transferee Company shall be issued, in compliance with Applicable Law, to the equity shareholders of the Transferor Company 2 (except for the Transferee Company itself), and therefore:
 - (i) ADP, as a shareholder in the Transferor Company 2, shall be entitled to receive 3,15,30,31,945 equity shares, having a face value of INR 1, issued by the Transferee Company, in accordance with the Share Exchange Ratio, in lieu of its shareholding in the Transferor Company 2; and
 - (ii) GISPL, as a shareholder in the Transferor Company 2, shall be entitled to receive 25,75,82,066 equity shares, having a face value of INR 1, issued by the Transferee Company, in accordance with the Share Exchange Ratio, in lieu of its equity shareholding in the Transferor Company 2;
- (b) in lieu of the OCRPS issued under the OCRPS Terms to GMR Airports Infrastructure Limited and GISPL under **PART C** of this Scheme, the obligations of the Transferor Company 2 under the OCRPS Terms shall stand transferred in favour of the Transferee Company and accordingly, OCRPS of the Transferee Company shall be issued with the same terms and conditions as those prescribed under the OCRPS Terms, as follows:
 - (i) the OCRPS held by GMR Airports Infrastructure Limited will stand extinguished, without any act, instrument or deed being required to be undertaken by the parties to the OCRPS Terms; and
 - (ii) obligations of the Transferor Company 2 in respect of the OCRPS held by GISPL (as an Original OCRPS Shareholder) shall stand transferred to the Transferee Company (i.e., would be replaced by equivalent OCRPS, with the same terms and conditions as prescribed in the OCRPS Terms, issued by the Transferee Company), and therefore, GISPL shall be entitled to receive 6,51,11,022 OCRPS, having a face value of INR 40 each, issued by the Transferee Company (each of which OCRPS shall reflect 40 equity shares of the Transferee Company on a fully diluted basis), in accordance with the OCRPS Exchange Ratio, in lieu of its holding of OCRPS in the Transferor Company 2;
- (c) these issuances will be based on the valuation report dated March 19, 2023 provided by Ernst & Young Merchant Banking Services LLP, being the valuer appointed by the Board of Directors of the Transferee Company and the fairness opinion dated issued by Morgan Stanley India Company Private Limited dated March 19, 2023;



- (d) the equity shares and OCRPS of the Transferor Company 2 issued earlier to the Transferee Company, shall stand cancelled in their entirety, without any further act, instrument or deed; and
- (e) On completion of the actions detailed in paragraph 10.4 herein above, the shareholding in the Transferee Company shall be as follows⁵:

S. No.	Name of Shareholder	No. of equity shares	% of equity holding
A. Promoter and Promoter Group			
1.	GMR Group	3,55,51,69,176	33.67
2.	ADP	3,15,30,31,945	29.86
3.	GISL	25,75,82,066	2.44
	Total (A)	6,96,57,83,187	65.97
B. Public			
1.	Public	3,59,31,92,765	34.03
	Total (B)	3,59,31,92,765	34.03
TOTAL EQUITY (A) + (B)		10,55,89,75,952	100.00
S. No.	Nature of securities	No. of securities	% of holding
C. FCCBs and OCRPS			
1.	Foreign currency convertible bonds – ADP	3,30,817 (of EUR 1000 each)	-
2.	OCRPS – GISL	6,51,11,022 (of INR 40 each)	-

10.4.2. Pursuant to the SEBI Merger Circulars, the price at which the equity shares and OCRPS of the Transferee Company will be issued to the shareholders of the Transferor Company 2, will be compliance with the pricing guidelines for preferential allotments set forth in the SEBI ICDR. The valuation reports mentioned in paragraph 10.4.1(c) herein above have been prepared in accordance with the foregoing.

10.4.3. For the purposes of paragraph 10.4.1 herein above:

- (a) the “**Share Exchange Ratio**” shall be every 18,659 fully paid equity shares of the face value of INR 10 of the Transferor Company 2 being exchanged for 10,000 equity shares of the face value of INR 1 each of the Transferee Company, each being a fully paid-up equity share of the Transferee Company; and
- (b) the “**OCRPS Exchange Ratio**” shall be every 18,659 OCRPS of the face value of INR 400 of the Transferor Company 2 being exchanged for 10,000 OCRPS of the face value of INR 40 of the Transferee Company. It is clarified that the OCRPS

⁵ Number of equity shares and percentage of equity holding to be adjusted to reflect the actual shareholding of the GMR Group and public shareholders in the Transferee Company on the Effective Date.



Exchange Ratio is calculated based on the Share Exchange Ratio, taking into account the number of equity shares which would result, on a fully diluted basis, from the conversion of the OCRPS.

10.4.4. For the purpose of issue and allotment of shares and OCRPS pursuant to this paragraph 10.4, the following terms shall apply:

- (a) Approval of this Scheme by the shareholders of the Transferee Company shall be deemed to constitute due compliance with Section 62 and any other applicable provisions of the Act, the provisions of the SEBI LODR, the provisions of the SEBI ICDR and the articles of association of the Transferee Company, and no other consent shall be required under the Act, any other Applicable Law or the articles of association of the Transferee Company, for the issue of equity shares and OCRPS to the shareholders of the Transferor Company 2 and the Transferee Company under the Scheme, and upon the shareholders of the Transferee Company approving the Scheme, it shall be deemed that they have given their consent, including under the Act, any other Applicable Law and the articles of association of the Transferee Company, to the issue of equity shares and, OCRPS of the Transferee Company to the shareholders of the Transferor Company 2, in accordance with this Scheme.
- (b) The equity shares and OCRPS proposed to be allotted pursuant to the Scheme shall be subject to the provisions of the memorandum of association and articles of association of the Transferee Company, and shall rank *pari passu* with the existing equity shares and OCRPS respectively, as the case may be, including the rights in respect of dividend and bonus shares, if declared by the Transferee Company on or after the Effective Date.
- (c) The issue and allotment of equity shares and OCRPS as provided in **PART D** of this Scheme shall be carried out in accordance with the provisions of the Act. All equity shareholders, as detailed in paragraph 10.4.1 hereinabove, shall be issued equity shares of the Transferee Company in dematerialized form.
- (d) The equity shares issued pursuant to this paragraph 10.4 shall, in compliance with applicable Laws, be listed and admitted to trading on the Stock Exchanges pursuant to this Scheme and the SEBI Merger Circulars. The Transferee Company shall make all requisite applications, and shall otherwise comply with, the provisions of the SEBI Merger Circulars and Applicable Law, and take all steps to procure the listing of the equity shares issued by it pursuant to this paragraph 10.4.
- (e) All OCRPS issued by the Transferor Company 2 shall, pursuant to this Scheme, be deemed to be allotted by Transferee Company on the same OCRPS Terms as those issued by Transferor Company 2, and the Transferee Company shall take all necessary steps to give effect to such issuance and allotment of OCRPS.

10.4.5. The share certificates of the Transferor Company 2, in relation to the equity shares, and OCRPS held by the shareholders of the Transferor Company 2 shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and be of no effect on and from the Record Date. In the event that shares of the Transferor Company 2 are in dematerialized form, suitable actions shall be taken by the relevant third parties to nullify such dematerialized shares and replace the same with dematerialized shares of the Transferee Company.

10.4.6. If any of the entities mentioned in paragraph 10.4.1 above become entitled to any fractional shares, entitlements or credit, in connection with the allotment of equity shares or OCRPS of



the Transferee Company, such fractional shares, entitlement or credit shall be rounded down to the nearest whole number.

10.4.7. The Transferee Company shall comply with and make the appropriate and necessary filings with the RBI within the prescribed timelines, as required under Applicable Law, for issuance of shares to non-resident shareholders as a result of this Scheme.

10.4.8. Upon **PART D** of the Scheme becoming effective with effect from the Effective Date, ADP, shall be categorised as a “promoter” of the Transferee Company, in addition to the promoters of the Transferee Company as in existence prior to the Effective Date (i.e., GMR Enterprises Private Limited and Mr. G. M. Rao).

10.5. Dissolution of the Transferor Company 2

10.5.1. Upon **PART D** of this Scheme becoming effective, the Transferor Company 2 shall stand dissolved without being wound up, without any further act, instrument or deed.

10.6. Contingent effect

10.6.1. Notwithstanding anything to the contrary provided in this Scheme, no provision of **PART D** of this Scheme shall be given effect to, unless **PART C** of this Scheme has also been approved by the Tribunal, and the procedure detailed in paragraph 13.1.5 can be undertaken, validly and in compliance with Applicable Law, in the exact manner and sequence detailed therein.

11. CONDUCT OF BUSINESS BETWEEN THE APPOINTED DATE AND THE EFFECTIVE DATE AND SAVING OF CONCLUDED TRANSACTIONS

11.1. Conduct of business

11.1.1. The approval of this Scheme by the Board of Directors of the Transferor Company 2 or the Transferee Company, or the submission of this Scheme to the Tribunal, shall be without prejudice to the ability of each of the Transferor Company 2 and the Transferee Company to conduct their respective businesses and operations in the ordinary course of business, including (without limitation) accruing indebtedness or procuring suitable investments (such as by way of raising capital), except as otherwise agreed to between the parties to the Framework Agreement. The Parties shall not be restricted from making any alterations to their respective capital structures, in any manner, if such alterations do not affect the Share Exchange Ratio and/or the OCRPS Exchange Ratio (as defined in paragraph 10.4.3 of this Scheme) specified in this Scheme.

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

(a) The Transferor Company 2 shall carry on and be deemed to have been carrying on the business and activities, and shall be further deemed to have held and stood possessed of all the said assets, rights, title, interests, authorities, contracts, investments and decisions, for and on account of, and in trust for, the Transferee Company and all the profits and incomes accruing or arising to the Transferor Company 2, and all the expenditures or losses arising or incurred by it shall for all purposes be treated as the profits and incomes or expenditures and losses of the Transferee Company, as the case may be.

(b) All taxes, including without limitation, income-tax, minimum alternate tax, dividend distribution tax, securities transaction tax, taxes withheld / paid in a foreign country, sales tax, excise duty, custom duty, service tax, value added tax, goods and services tax (including CGST, SGST, IGST, UTGST), entry tax, wealth tax and equalisation



levy, paid or payable by the Transferor Company 2 in respect of the operations and/or the profits of the business before the Appointed Date shall be on account of the Transferor Company 2 and, in so far as it relates to the tax payment (including, without limitation, income-tax, minimum alternate tax, securities transaction tax, taxes withheld/paid in a foreign country, sales tax, excise duty, custom duty, service tax, value added tax, goods and services tax (including CGST, SGST, IGST, UTGST) and equalisation levy) whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company 2 in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

- (c) All obligations, liabilities, duties and commitments attached, related or pertaining to the Transferor Company 2 shall be undertaken and shall be deemed to have been undertaken for and on account of and in trust for the Transferee Company.
- (d) The Transferor Company 2 shall not, without the prior written consent of the Transferee Company, undertake any new business or alter or substantially expand its existing business.
- (e) The Transferor Company 2 shall not make any change in its capital structure, whether by way of increase (by issue of equity shares, rights shares, bonus shares, preferential issue, convertible debentures, share warrants or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner effect the reorganisation of capital of the Transferor Company 2, except under any of the following circumstances:
 - (i) by mutual consent of the respective Boards of Directors of each of the Transferor Company 2 and the Transferee Company; or
 - (ii) changes pursuant to commitments, obligations or arrangements made prior to the Appointed Date and disclosed to the Transferee Company or as part of this Scheme; or
 - (iii) as may be permitted under this Scheme; or
 - (iv) if such action does not affect the Share Exchange Ratio and/or the OCRPS Exchange Ratio (as defined in paragraph 10.4.3 of this Scheme).
- (f) The Transferor Company 2 shall preserve and 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 nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments, either for itself or on behalf of its group companies or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with any assets or any part thereof save and except in each case in the following circumstances:
 - (i) if the same is in the ordinary course of business as carried on by the Transferor Company 2 as on the date of filing this Scheme with the Tribunal; or
 - (ii) if the same is permitted by this Scheme; or



- (iii) when financial commitment or borrowing or incurring of liability is to or from or creation of charge, mortgage or encumbrance on assets is in favour of, the Transferee Company; or
 - (iv) if written consent of the Board of Directors of the Transferee Company has been obtained.
- (g) The Transferor Company 2 shall not vary the terms and conditions of service of any of its Employees of the Transferor Company 2, except in the ordinary course of its business and shall not, without the prior written consent of the Transferee Company, materially alter the terms and conditions of service of any of the Employees of the Transferor Company 2 or enter into any long term settlements or contracts with any of the Employees of the Transferor Company or its employees' unions. Notwithstanding the above, the Transferor Company 2 shall be permitted to transfer all or some of the Employees of the Transferor Company 2 to the Transferee Company on or prior to the Effective Date.

11.1.3. All assets acquired, leased or licensed, Transferor 2 Licences obtained, benefits, entitlements, incentives and concessions granted, Transferor 2 Contracts entered into, Intellectual Property developed or registered or applications made thereto, Transferred Liabilities incurred and Transferor 2 Proceedings initiated or made party to, between the Appointed Date and till the Effective Date by the Transferor Company 2 shall be deemed to be transferred to and vested in the Transferee Company. For avoidance of doubt, where any of the Transferor 2 Liabilities as on the Appointed Date (deemed to have been transferred to the Transferee Company) have been discharged by the Transferor Company 2 on or after the Appointed Date but before the Effective Date, such discharge shall be deemed to have been for and on behalf of the Transferee Company for all purposes and under Applicable Laws.

11.1.4. With effect from the Effective Date, the Transferee Company shall commence and carry on and shall be authorized to carry on the business of the Transferor Company 2.

11.1.5. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Transferor Company 2 occurs by virtue of **PART D** of this Scheme itself, the Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under Applicable Law or otherwise, give notice in such form, as may be required or as it may deem fit and proper or enter into or execute deeds (including deeds of adherence), confirmations, novations, declarations or other writings or documents as may be necessary and carry out and perform all such formalities and compliances, for and on behalf of the Transferor Company 2, including, with or in favour of and required by: (a) any party to any Contract to which the Transferor Company 2 is a party; or (b) any Governmental Authority or non-government authority; in order to give formal effect to the provisions of this Scheme. *Provided however*, that execution of any confirmation or novation or other writings or arrangements shall in no event postpone the giving effect to this Scheme from the Effective Date and shall not affect transfer and vesting under the Scheme, which shall be without any act, deed or writing by the Transferee Company.

11.1.6. To the extent possible, pending sanction of this Scheme by the Tribunal, the Transferor Company 2 or the Transferee Company shall also be entitled to apply to the relevant Governmental Authorities and other third parties concerned, as may be necessary under any law or contract for transfer of such consents, approvals and sanctions which the Transferee Company may require to own and carry on the business of the Transferor Company 2 with effect from the Effective Date and subject to this Scheme being sanctioned by the Tribunal.

11.2. Saving of Concluded Transactions



- 11.2.1. The transfer and vesting of the Transferor Company 2 with and into the Transferee Company under **PART D** of this Scheme and the continuance of the proceedings mentioned herein shall not affect the transactions or proceedings already concluded by the Transferor Company 2 on or prior to the Appointed Date, to the end and intent that the Transferee Company shall accept all the acts, deeds and things done and executed, be it of whatsoever nature, by or on behalf of the Transferor Company 2 in respect thereto as acts, deeds and things done and executed on behalf of itself.

12. ACCOUNTING AND TAX TREATMENT

12.1. Accounting Treatment

- 12.1.1. Upon the Scheme becoming effective, the Transferee Company shall account for the amalgamation in its books of accounts in accordance with the "Pooling of Interest Method" laid down under Appendix C (*Business combinations of entities under common control*) of the Indian Accounting Standard 103 – 'Business Combination' notified under Section 133 of the Act, read with the Companies (Indian Accounting Standards) Rules, 2015 as follows:

- (a) The Transferee Company shall record all the assets, liabilities and reserves of the Transferor Company 2, after giving effect of the accounting treatment specified in paragraph 8.1 of the Scheme, relating to the merger of Transferor Company 1 with Transferor Company 2 under **PART C** of this Scheme, vested in the Transferee Company pursuant to the Scheme, at the respective existing carrying amounts.
- (b) The cumulative carrying amount of investments in:
- (i) the equity shares and OCRPS of Transferor Company 2, including the equity shares and OCRPS received by the Transferee Company pursuant to paragraph 6.4.2 of the Scheme, relating to the merger of the Transferor Company 1 with the Transferor Company 2; and
- (ii) the equity shares of Transferor Company 2 to be issued pursuant to paragraph 10.3.1, as appearing in the books of the Transferee Company;
- together with the cumulative corresponding unrealised gain recognised in FVTOCI reserve, and related deferred tax liability, shall stand cancelled.
- (c) Inter-corporate loans, deposits or balances as between the Transferee Company and the Transferor Company 2, as well as the obligations in respect thereof, shall stand cancelled, and there shall be no obligations / rights in that regard.
- (d) No adjustments are to be made to reflect fair values, or recognise new assets or liabilities, except to harmonise the accounting policies between the Transferor Company 2 and Transferee Company. In case of any difference in accounting policies between the Transferee Company and the Transferor Company 2, the accounting policies followed by the Transferee Company shall prevail and the impact of the difference will be quantified and adjusted to the revenue reserves of Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policies.
- (e) All costs and expenses incurred in connection with the Scheme and to put it into operation, and any other expenses and charges attributable to the implementation of the Scheme, shall be debited to the statement of profit and loss of the Transferee Company.



- (f) The comparative financial information presented in the financial statements of Transferee Company shall be restated for the accounting impact of the business combination from the beginning of the preceding period in the financial statements or from the date from which Transferee Company, Transferor Company 1 and Transferor Company 2 came under common control, whichever is later.
- (g) The identity of the reserves, including retained earnings of the Transferor Company 2, shall be preserved and they shall appear in the financial statements of the Transferee Company, in the same form and manner in which they appeared in the financial statements of the Transferor Company 2, after giving effect of the accounting treatment specified in paragraph 8.1 of the Scheme relating to the merger of Transferor Company 1 with Transferor Company 2.
- (h) The Transferee Company shall credit, to its equity share capital account and OCRPS classified under 'other equity', the aggregate face value of equity shares and OCRPS respectively issued by it to the equity shareholders and OCRPS holders of the Transferor Company 2 in terms of paragraph 10.4.1 of the Scheme.
- (i) The difference between the value of assets over the value of liabilities and reserves of the Transferor Company 2 transferred to the Transferee Company pursuant to the Scheme (after giving effect of the accounting treatment specified in paragraph 8.1 of the Scheme), after adjusting any differences arising on the cancellation of investment in equity share capital and OCRPS together with the unrealised gain recognised in FVTOCI reserve and related deferred tax liability, as mentioned in paragraph 12.1.1(b) above, the face value of equity shares and OCRPS of the Transferee Company issued in paragraph 10.4.1 above and other adjustments contained in clause 12.1.1(c) and 12.1.1(d) above, will be first adjusted with or added to the amalgamation adjustment deficit account / capital reserve (if any) transferred to the Transferee Company pursuant to the effect of accounting treatment specified in paragraph 8.1 of the Scheme and then, the net difference, if in excess, shall be transferred to the capital reserve of the Transferee Company and presented separately from other capital reserve in the books of Transferee Company with disclosure of its nature and purpose in the notes to the financial statements of the Transferee Company. The net difference after the aforesaid adjustment will be disclosed as capital reserve / amalgamation adjustment deficit account, as the case may be.
- (j) Notwithstanding anything above, the Board of Directors of the Transferee Company is authorized to account for any of the abovementioned balances for any amendments / clarifications to the Indian Accounting Standards (Ind AS) specified under Section 133 of the Act, read with the Companies (Indian Accounting Standards) Rules, 2015, and in accordance with the other generally accepted accounting principles in India.

12.2. Consequential Matters Relating to Tax

- 12.2.1. Upon the Scheme coming into effect, notwithstanding anything to the contrary contained in the provisions of this Scheme, all accumulated tax loss, unabsorbed tax depreciation, minimum alternate tax credit, if any, of the Transferor Company 2 as on the Appointed Date shall, for all purposes, be treated as accumulated tax loss, unabsorbed tax depreciation and minimum alternate tax credit of the Transferee Company, subject to the provisions of the IT Act and all accumulated tax loss of the Transferee Company shall continue to be carried forward.



- 12.2.2. Upon the Scheme becoming effective, the Transferor Company 2 and the Transferee Company shall be entitled, wherever necessary and pursuant to the provisions of this Scheme, to file or revise their financial statements, tax returns, TDS and TCS certificates, TDS and TCS returns, and other statutory returns, and shall have the right to claim the refunds, advance tax credits, credit for minimum alternate tax, carry forward of losses and unabsorbed depreciation, deductions, tax holiday benefits, deductions or any other credits and / or set off of all amounts paid by the Transferor Company 2 or the Transferee Company under the relevant laws relating to income tax, value added tax, service tax, central sales tax, goods and service tax including CGST, SGST, IGST and UTGST, or any other tax, as may be required consequent to the implementation of the Scheme.
- 12.2.3. Upon the Scheme becoming effective, any advance tax, self-assessment tax, minimum alternate tax and/or TDS and TCS credit available or vested with the Transferor Company 2, including any taxes paid and TDS and TCS deposited by the Transferor Company 2 on *inter se* transactions during the period between the Appointed Date and the Effective Date, shall be treated as advance tax, self-assessment tax, minimum alternate tax and/or TDS and TCS credit paid by the Transferee Company and shall be available to the Transferee Company for set-off against its liability under the IT Act and any excess tax so paid shall be eligible for refund together with interest. Any TDS and TCS certificates issued by the Transferee Company to, or for the benefit of, the Transferor Company 2 under the IT Act with respect to the *inter se* transactions would be available to the Transferee Company to seek refund of from the tax authorities in compliance with law. Further, TDS and TCS deposited, TDS and TCS certificates issued or TDS and TCS returns filed by the Transferor Company 2 and the Transferee Company, other than *inter se* transactions during the period between the Appointed Date and the Effective Date, on transactions shall continue to hold good as if such TDS and TCS amounts were deposited, TDS and TCS certificates were issued and TDS and TCS returns were filed by the Transferee Company. Any TDS deducted and TCS deposited by, or on behalf of, the Transferor Company 2 on *inter se* transactions will be treated as advance tax deposited by the Transferee Company.
- 12.2.4. The Transferee Company is also expressly permitted to claim refunds, credits, including restoration of input tax credit, tax deduction in respect of nullifying of any transaction between the Transferee Company and the Transferor Company 2, in terms of this Scheme, between the Appointed Date and the Effective Date, provided that upon the Scheme becoming effective, the Transferee Company is also expressly permitted to revise its income tax returns, withholding tax returns, good and services tax returns, other tax returns, to obtain TDS and TCS certificates, including TDS and TCS certificates relating to transactions between the Transferee Company and the Transferor Company 2, and to claim refunds, seek adjustment of tax paid, advance tax, and TDS and TCS credits, benefit of carry forward of accumulated losses etc., pursuant to the provisions of this Scheme.
- 12.2.5. In accordance with the Central Goods and Services Tax Act, 2017 and the rules framed thereunder as are prevalent on the Effective Date, the accumulated un-utilised input tax credits according to tax records lying in the accounts of the Transferor Company 2 shall be permitted to be transferred to the credit of the Transferee Company, as if all such accumulated un-utilised input credits were lying to the account of the Transferee Company. The Transferee Company shall accordingly be entitled to set off all such accumulated un-utilized input tax credits against good and services tax payable by it.
- 12.2.6. All tax assessment proceedings/appeals of whatsoever nature by or against the Transferor Company 2 pending and/or arising at the Appointed Date and relating to the Transferor Company 2 shall be continued and/or enforced until the Effective Date by the Transferor Company 2. In the event of the Transferor Company 2 failing to continue or enforce any proceeding/appeal, the same may be continued or enforced by the Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against



the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company 2. Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company 2 with the Transferee Company.

12.2.7. The provisions of this Scheme as they relate to the amalgamation of the Transferor Company 2 into and with the Transferee Company have been drawn up to comply with the conditions relating to “*amalgamation*” as defined under Section 2(1B) and relevant sections and provisions of the IT Act. If any terms or provisions of this Scheme are found or interpreted to be inconsistent with any of the provisions of the IT Act, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the IT Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act. Such modification(s), will, however, not affect the other parts of the Scheme.



PART E: GENERAL TERMS AND CONDITIONS

13. SEQUENCING

13.1. Conditionality and Effectiveness of this Scheme (Conditions Precedent)

13.1.1. This Scheme is, and shall be, conditional upon and subject to, the satisfaction (or waiver, as applicable) of the following conditions, and any additional conditions precedent to the effectiveness of the Scheme set forth under the Framework Agreement.

- (a) *Shareholder and Creditor Approval:* This Scheme being agreed to by the respective requisite majorities of the members and the creditors (where applicable) of the Transferor Company 1, Transferor Company 2, and the Transferee Company' in accordance with Sections 230 to 232 of the Companies Act, the SEBI Merger Circulars and the SEBI LODR, as applicable;
- (b) *Shareholder approval under SEBI Merger Circulars:* The public shareholders of the Transferee Company shall have approved the transactions contemplated herein, pursuant to, and in accordance with the requirements of, the SEBI Merger Circulars;
- (c) *Stock Exchange Approvals:* The Transferor Company 1 and the Transferee Company shall have received no-objection letters from the BSE and NSE in respect of the Scheme (prior to the filing of the Scheme with the Tribunal), and the transactions contemplated therein, which shall be in a form and substance acceptable to the Parties, each acting reasonably and in good faith;
- (d) *Tribunal Approval and RoC filing:* This Scheme being approved by the Tribunal, either on terms as originally approved by the Parties, or subject to such modifications approved by the Tribunal, which shall be in a form and substance acceptable to the Parties, each acting reasonably and in good faith, and a certified copy of the order of the Tribunal sanctioning this Scheme being filed with the RoC.
- (e) *Others:* Such other conditions precedent as may be agreed under the Framework Agreement.

13.1.2. In the event the conditions precedent to the Scheme, as detailed in paragraph 13.1.1 above, are not satisfied or waived on or prior to the date specified therein, this Scheme shall become null and void, and, except as agreed in writing among the Parties, no rights or liabilities whatsoever shall accrue to, or be incurred by, the Parties or their respective shareholders or creditors or employees or any other Person.

13.1.3. The Parties, acting through their respective Boards of Directors, may mutually agree, in writing, to withdraw this Scheme from the Tribunal.

13.1.4. Upon satisfaction of the conditions specified in paragraph 13.1.1 above, and filing of the certified copy of the Judgment of the Tribunal sanctioning this Scheme with the relevant RoC, the Scheme shall become effective from the Appointed Date and operative from the date on which all of the aforesaid conditions have been met and the certified copy of the Scheme is filed with the RoC, which date shall be known as the "**Effective Date**".

13.1.5. On the sanction of this Scheme and upon this Scheme becoming effective, the following shall be deemed to have occurred on the Appointed Date and become effective and operative only in the sequence and in the order set out hereunder:



- (a) filing of the certified copy of the Judgment of the Tribunal sanctioning the Scheme with the relevant RoC by the Transferor Company 1 and the Transferor Company 2;
- (b) pursuant to paragraph 13.1.5(a), amalgamation of the Transferor Company 1 into and with the Transferor Company 2, in accordance with **PART C** of the Scheme, becoming effective;
- (c) transfer of the authorised share capital of the Transferor Company 1 to the Transferor Company 2, and consequential increase in the authorised share capital of the Transferor Company 2 in accordance with **PART C** of this Scheme, unless the authorised share capital of the Transferor Company 2 has already been increased, prior to the effectiveness of this Scheme;
- (d) cancellation of the equity shares of the Transferor Company 1 held by the Transferor Company 2 pursuant to **PART C** of this Scheme;
- (e) issue and allotment of fully paid-up equity shares and OCRPS of the Transferor Company 2 to the shareholders of the Transferor Company 1 (other than the Transferor Company 2) and the Original OCRPS Shareholders respectively, in accordance with **PART C** of this Scheme;
- (f) issue and allotment of NCDs of the Transferor Company 2 to the Transferor 1 Listed Debt Holders (if, and to the extent, any Transferor 1 NCDs are outstanding), in accordance with **PART C** of this Scheme;
- (g) dissolution of the Transferor Company 1 without winding-up;
- (h) filing of the certified copy of the Judgment of the Tribunal sanctioning the Scheme with the relevant RoC by the Transferor Company 2 (as required) and the Transferee Company;
- (i) pursuant to paragraph 13.1.5(h), amalgamation of the Transferor Company 2 into and with the Transferee Company, in accordance with **PART D** of the Scheme, becoming effective;
- (j) transfer of the authorised share capital of the Transferor Company 2 to the Transferee Company, and consequential increase in the authorised share capital of the Transferee Company, in accordance with **PART D** of this Scheme, unless the authorised share capital of the Transferee Company has already been increased, prior to the effectiveness of this Scheme;
- (k) cancellation of the equity shares and OCRPS of the Transferor Company 2 held by the Transferee Company pursuant to **PART D** of this Scheme;
- (l) issue and allotment of fully paid-up equity shares and OCRPS of the Transferee Company to the shareholders of the Transferor Company 2 (which, for the avoidance of doubt shall not include the Transferee Company and its nominees), in accordance with provided in **PART D** of this Scheme;
- (m) issue and allotment of NCDs of the Transferee Company to the Transferor 1 Listed Debt Holders and Transferor 2 Unlisted NCD Holders (if, and to the extent, any Transferor 2 NCDs are outstanding), in accordance with **PART D** of this Scheme; and
- (n) dissolution of the Transferor Company 2 without winding-up.



13.1.6. By way of the provision of their approval of the Scheme, the shareholders of each of the Parties shall have, and shall be deemed to have, accorded their approval for any and all related party transactions undertaken, or to be undertaken, to give effect to the transactions contemplated under this Scheme, including the issuance, conversion and transfer of any securities, issued at any time after the approval of this Scheme by the respective Boards of Directors of the Parties.

14. AMENDMENT OF ORGANIZATIONAL DOCUMENTS

14.1. Modification of memorandum of association of the Transferor Company 2

14.1.1. As a consequence of any increase in and/or re-classification in the authorised share capital of the Transferor Company 2 in accordance with **PART C** of this Scheme, Clause 5 in the memorandum of association of the Transferor Company 2 shall, upon **PART C** of this Scheme becoming effective, and without any further act or deed, be automatically substituted to account for such alterations to the authorised share capital of the Transferor Company 2.

For the avoidance of doubt, it is hereby clarified that in the event the authorised share capital of the Transferor Company 2 undergoes any change either as a consequence of any corporate action or otherwise, the authorised share capital to be specified in Clause 5 of the memorandum of association of the Transferor Company 2 shall, with effect from the Effective Date, stand automatically modified to take into account the effect of such change, if any.

14.1.2. It is clarified that upon approval of the Scheme by the members of the Transferor Company 2 pursuant to Sections 230 to 232 of the Act, it shall be deemed that the members have also accorded their consent to alter the memorandum of association of the Transferor Company 2 as noted in this paragraph 14.1, and no further resolution under Sections 13, 61 or any other applicable provisions of the Act would be required to be separately passed. Pursuant to the sanction of the Scheme, the Transferor Company 2 shall file the requisite forms with the RoC and reflect the above alterations in every copy of the memorandum of association.

14.2. Modification of memorandum of association and the articles of association of the Transferee Company

14.2.1. As a consequence of any increase in and/or re-classification of the authorised share capital of the Transferee Company in accordance with **PART D** of this Scheme, Clause IV in the memorandum of association of the Transferee Company shall, upon **PART D** of this Scheme becoming effective, and without any further act or deed, be automatically substituted to account for such alterations to the authorised share capital of the Transferee Company.

For the avoidance of doubt, it is hereby clarified that in the event the authorised share capital of the Transferee Company undergoes any change either as a consequence of any corporate action or otherwise, the authorised share capital to be specified in Clause IV of the memorandum of association of the Transferee Company shall, with effect from the Effective Date, stand automatically modified to take into account the effect of such change, if any.

14.2.2. With effect from the later of: (a) the Effective Date; or (b) September 16, 2023; the name of the Transferee Company shall stand altered to 'GMR Airports Limited', and the memorandum of association and the articles of association of the Transferee Company shall, without any further act, instrument or deed, stand amended to reflect such alteration of the name of the Transferee Company.

14.2.3. Subject to the provisions of paragraph 14.2.2, the articles of association of the Transferee Company shall be amended and restated in the manner set out in **SCHEDULE 2** of this Scheme and such amended and restated articles of association shall be effective from the Effective Date. In the event the Transferee Company is required to amend its articles of



association for compliance with Applicable Law prior to the Effective Date, such amended articles shall, without any further act, instrument or deed, form a part of the amended and restated articles of association of the Transferee Company as set out in **SCHEDULE 2**.

- 14.2.4. It is clarified that upon approval of the Scheme by the members of the Transferee Company pursuant to Sections 230 to 232 of the Act, it shall be deemed that the members have also accorded their consent to alter the memorandum of association and the articles of association of the Transferee Company as noted in this paragraph 14.2, and no further resolution under Sections 13, 14, 61 or any other applicable provisions of the Act would be required to be separately passed. Pursuant to the sanction of the Scheme, the Transferee Company shall file the requisite forms with the RoC and reflect the above alterations in every copy of the memorandum of association and articles of association.

15. OTHER TERMS

15.1. Treatment of certain contracts and Licences

- 15.1.1. Notwithstanding anything to the contrary provided in any other provision of this Scheme:

- (a) the Licences held by, or in the name of, the Transferor Company 1, including those relating to any subsidiaries (including, without limitation, Delhi International Airport Limited, GMR Hyderabad International Airport Limited, GMR Goa International Airport Limited, GMR Vishakhapatnam Airport Limited, and Nagpur International Airport Limited) of the Transferor Company 1 (or pertaining to the activities thereof) shall, for the purposes of any Licences and/or contracts governing the business / activities / conduct of the Transferor Company 1 or its subsidiaries, be deemed to directly vest in the Transferee Company upon the effectiveness of the Scheme, and for such purpose, the Transferee Company shall be a successor in interest of the Transferor Company 1 and/or the Transferor Company 2; and
- (b) the investments of the Transferor Company 1 in any subsidiaries of the Transferor Company 1 shall, at the option of the Parties, for the purposes of any contracts governing the business / activities / conduct of such subsidiaries, be deemed to directly vest in the Transferee Company upon the effectiveness of the Scheme, and for such purpose, the Transferee Company shall be a successor in interest of the Transferor Company 1 and/or the Transferor Company 2.

15.2. Application to the Tribunal

- 15.2.1. The Parties, shall, jointly make and file all necessary applications/petitions with the Tribunal under Sections 230 to 232 and other applicable provisions of the Act, to seek orders for dispensing with or convening, holding or conducting of the meetings of their respective members and creditors (secured and unsecured) and for sanction of this Scheme and all matters ancillary or incidental thereto as may be necessary to give effect to the terms of the Scheme, with such modifications, as may be approved by the Tribunal.

15.3. Modifications or Amendments to the Scheme

- 15.3.1. The Parties will be at liberty to apply to the Tribunal from time to time for necessary directions in matters relating to the Scheme or any terms thereof, in terms of the Act.
- 15.3.2. Each of the Parties, through their respective Boards of Directors may assent and mutually agree:



62



- (a) to make any modifications, amendments, clarifications or confirmations to this Scheme; and
- (b) to take such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions that may arise in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any manner whatsoever connected therewith, whether by reason of any directive or order of the Tribunal or any other Governmental Authorities or otherwise, howsoever arising out of, under or by virtue of this Scheme and/or any matters concerned or connected therewith, and to do and execute all acts, deeds, matters and things necessary for giving effect to this Scheme.

15.3.3. If any part of this Scheme is held invalid, ruled illegal by any court of competent jurisdiction, or becomes unenforceable for any reason, whether under present or future Laws, then it is the intention of the Parties that such part shall be severable from the remainder of this Scheme and this Scheme shall apply with whatever deletion or modification is necessary so that such part is legal, valid and enforceable and gives effect to the commercial intention of the Parties, subject to the terms of the Framework Agreement. If the deletion of such part shall cause this Scheme to become materially adverse to either of the Parties or is not in accordance with the Framework Agreement, the Parties (acting through their respective Board of Directors) shall attempt to bring about a modification in this Scheme, as will best preserve for the Parties and the other parties to the Framework Agreement, the benefits and obligations of this Scheme, including but not limited to such part, provided that such modification shall have been agreed to in accordance with the terms of the Framework Agreement.

15.4. Revocation, withdrawal of this Scheme

15.4.1. The Parties, acting through their respective Boards of Directors, shall be entitled to revoke, cancel, withdraw and declare this Scheme of no effect at any stage if:

- (a) this Scheme is not being sanctioned by the Tribunal or if any of the consents, approvals, permissions, resolutions, agreements, sanctions and conditions required for giving effect to this Scheme are not obtained or for any other reason;
- (b) in case any condition or alteration is imposed by the Tribunal, shareholders of the Transferor Company 1, Transferor Company 2, and/or the Transferee Company or any other authority that is not acceptable to the Board of Directors of the Transferor Company 1, Transferor Company 2, and/or Transferee Company; and
- (c) the Board of Directors of the Transferor Company 1, Transferor Company 2, and/or Transferee Company is of the view that the coming into effect of this Scheme in terms of the provisions of this Scheme or filing of the drawn up order(s) with any Governmental Authority could have adverse implication on all or any of the companies in which the promoters of the Transferee Company (prior to the effectiveness of the Scheme) have any shareholding.

15.4.2. On revocation, withdrawal, or cancellation, this Scheme shall stand revoked, withdrawn, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* to the Parties or their respective shareholders or creditors or employees or any other Person, save and except in respect of any act or deed done and agreed in the Framework Agreement prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with Applicable Law, and in such case, each Party shall bear its own costs unless otherwise mutually agreed.



15.4.3. In the event of withdrawal under Clause 15.4.1 above, the Parties shall take all necessary steps to withdraw this Scheme from the Tribunal and any other authority and to make all necessary filings/applications as may be required to withdraw this Scheme.

15.5. Dividends

15.5.1. The Transferor Company 1, Transferor Company 2, and Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date.

15.6. Mutation of property and stamp duty

15.6.1. The Transferor Company 2 and/or the Transferee Company will make application(s) to the appropriate authorities for mutation or substitution of the title to the immovable properties of the Transferor Company 1 and/or Transferor Company 2, if any, upon the effectiveness of this Scheme, in accordance with Applicable Law, for purposes of updating the records in the name of the Transferor Company 2 and Transferee Company, as applicable, pursuant to the sanction of this Scheme by the Tribunal in accordance with the terms hereof.

15.6.2. Since all movable properties belonging to the Transferor Company 1 and Transferor Company 2 shall be transferred by way of delivery and possession, no stamp duty shall be payable on transfer of such properties.

15.7. Transfer of registered office

15.7.1. The registered offices of the Transferor Company 2 and the Transferee Company are subject to transfer. To the extent relevant, any reference, in this Scheme, to any Applicable Law, Governmental Authority or any related term, in connection with the Transferor Company 2 and the Transferee Company, shall be regarded as referring to such Applicable Law, Governmental Authority or such other related term as would be applicable, or have jurisdiction, in the location of their registered office after such transfer.

15.8. Costs and expenses

15.8.1. Each of the Parties shall bear their respective costs, charges, expenses, fees, taxes and all other expenses, if any, including stamp duty, registration charges and transfer fees arising out of or incurred in carrying out and implementing the Scheme, stamp duty payable on the order of the Tribunal approving this Scheme and issuance and allotment of securities pursuant to this Scheme.

15.8.2. All costs, charges and expenses of the Transferor Company 1 and Transferor Company 2 respectively in relation to or in connection with the Scheme and of carrying out and implementing / completing the terms and provisions of the Scheme and/or incidental to the completion of amalgamation of the Transferor Company 1 in pursuance of the Scheme shall be allowed as a deduction to the Transferor Company 2 in accordance with Section 35DD of the IT Act over a period of 5 (five) years beginning with the previous year in which the Appointed Date falls.

15.8.3. All costs, charges and expenses of the Transferor Company 2 and Transferee Company respectively in relation to or in connection with the Scheme and of carrying out and implementing / completing the terms and provisions of the Scheme and/or incidental to the completion of amalgamation of the Transferor Company 2 in pursuance of the Scheme shall be allowed as a deduction to the Transferee Company in accordance with Section 35DD of the IT Act over a period of 5 (five) years beginning with the previous year in which the Appointed Date falls.



15.9. **Compliance with Applicable Laws**

- 15.8.1 The Parties undertake to comply with all Applicable Laws (including all applicable compliances required by the SEBI and the Stock Exchanges and all applicable compliances required under the Foreign Exchange Management Act, 1999 and the rules, regulations and guidelines issued thereunder as may be prescribed by the RBI, from time to time), including making the requisite intimations and disclosures to any Governmental Authority and obtaining the requisite consent, approval or permission of the relevant Governmental Authority, which by Law may be required for the implementation of this Scheme or which by Law may be required in relation to any matters connected with this Scheme.
- 15.8.2 Since the Transferee Company is a listed company and the Transferor Company 1 is a debt listed entity, this Scheme is subject to compliance by the Transferee Company and the Transferor Company 1 with applicable requirements under the SEBI LODR, the SEBI Merger Circulars and all other statutory directives of SEBI, as applicable.



SCHEDULE 1: OCRPS Terms

[attached separately]



SCHEDULE 2: Amended and Restated Articles of Association of the Transferee Company

[attached separately]



SCHEDULE 3: Details pertaining to Transferor 1 NCDs

Sr. No.		1
ISIN		INE903F08086
Face Value		10,000,000
Dividend / Coupon		6%
Terms of payment of Dividend / Coupon including frequency		Payable Semi Annually
Credit Rating		Care A-
Tenure/Maturity		December 28, 2023
Redemption	Terms of redemption	Bullet Repayment
	Amount	Initial Amount of Issue was Rs. 220,00,00,000, of which Rs. 107,00,00,000 were mandatorily redeemed on February 23, 2023 and the balance in this ISIN is Rs. 113,00,00,000
	Date	December 28, 2023
	Redemption Premium	7% PA
	Early Redemption Scenarios	<p>Yes - On the occurrence of the following events, the Issuer will be required to mandatorily redeem the Bonds in the manner detailed in the Bond Trust Deed:</p> <p>(i) Upon any primary equity proceeds raised by the Issuer, (the "Equity Issuance Event"), such equity proceeds shall be applied towards repayment of the Bonds and Existing Bonds in a <i>pro rata</i> manner except for (a) 100% of the proceeds of an initial public offering, or (b) up to 50% of the proceeds of any other equity investment (divestment); provided such proceeds are used for the airport business or operational purposes by the Issuer within 1 year from the receipt of the equity proceeds. Notwithstanding anything contained above if an event of default is continuing under the Transaction Documents all equity issuance proceeds must be applied towards mandatory redemption of the Bonds;</p> <p>(ii) Proceeds to GAIBV, the Issuer or its subsidiaries from monetization of any equity interest in foreign subsidiary or joint venture entity including, without limitation, the Medan Airport (Indonesia) ("Medan Asset Monetisation"), Crete Airport (Greece), SSP – Mactan Cebu Corporation (Philippines), Mactan Travel Retail Group (Philippines), Megawide GMR Construction JV Inc (Philippines), or Cebu Airport shall be applied in full to redeem outstanding amounts of Existing Bonds and Bonds on a pro-rated basis. Provided, however, such proceeds shall not be applied</p>



		<p>towards pro-rata mandatory repayment of Existing Bonds or Bonds if the holders of such tranches waive their <i>pro-rata</i> share of prepayment;</p> <p>(iii) Illegality – if it becomes illegal for any Bond Holder in any applicable jurisdiction to hold or maintain its investments in the Bonds it shall be entitled to seek a redemption of its Bonds;</p> <p>(iv) The Issuer failing to list the Bonds within 4 trading days from the respective Deemed Date of Allotment;</p> <p>(v) Any other mandatory redemption event prescribed for the Existing Bonds, including but not limited to occurrence of Cebu Disposal Event and/ or any permitted disposal of DIAL and GHIAL shares.</p>
	Safeguards for the protection of Holders of NCDs	<p>Taking into consideration:</p> <p>(i) the Audit Committee recommending the draft Scheme to the Board, and the same being approved by the Board;</p> <p>(ii) the Valuation Reports issued by the independent registered valuer viz KPMG Valuation Services LLP (“Registered Valuer”); and</p> <p>(iii) the Fairness Opinions issued by SEBI registered independent merchant banker viz. ICICI Securities Limited (“Merchant Banker”);</p> <p>the proposed entitlement ratio as recommended by the Registered Valuer and certified as fair by the Merchant Banker was approved by the Board and subject to the approval from the holders of NCDs whose names are recorded in the relevant registers of the Company on the Record Date shall continue holding the same number of NCDs in the Transferee Company as held by such NCD holder in the Company and on the same terms and conditions.</p> <p>Thus, the Scheme envisages that the holders of NCDs of GAL will become holders of NCDs of the Transferee Company at exactly the same terms, including the coupon rate, tenure, redemption price, quantum, and nature of security, ISIN, respectively, as NCDs of GAL. Therefore, the Scheme will not have any adverse impact on the holders of the NCDs and thus adequately safeguards interests of the holders of the NCDs.</p>
Other embedded features	Call	NA
	Put	NA
Exit offer to the Dissenting holders of NCDs		Since the Scheme is between the subsidiary and the holding company and envisages that the holders of NCDs of GAL will become holders of NCDs of the Transferee Company on the same terms and as such, no exit offer is required.



Other information/details pertinent for holders of NCDs	The Scheme envisages that the holders of NCDs of GAL will become holders of NCDs of the Transferee Company at exactly the same terms, including the coupon rate, tenure, redemption price, quantum, and nature of security, ISIN, respectively, as NCDs of GAL. Therefore, the Scheme will not have any adverse impact on the holders of the NCDs and thus adequately safeguards interests of the holders of the NCDs.
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Sr. No.	2	
ISIN	INE903F08094	
Face Value	10,000,000	
Dividend / Coupon	6%	
Terms of payment of Dividend / Coupon including frequency	Payable Semi Annually	
Credit Rating	Care A-	
Tenure/Maturity	December 28, 2023	
Redemption	Terms of redemption	Bullet Repayment
	Amount	8,000,000,000
	Date	December 28, 2023
	Redemption Premium	7.2875% PA
	Early Redemption Scenarios	Same as for Sr. No. 1
Safeguards for the protection of Holders of NCDs	Same as for Sr. No. 1	
Other embedded features	Call	NA
	Put	NA
Exit offer to the Dissenting holders of NCDs	Same as for Sr. No. 1	
Other information / details pertinent for holders of NCDs	Same as for Sr. No. 1	

Sr. No.	3	
ISIN	INE903F08102	



Face Value		10,000,000
Dividend / Coupon		6%
Terms of payment of Dividend / Coupon including frequency		Payable Semi Annually
Credit Rating		Care A-
Tenure/Maturity		December 28, 2023
Redemption	Terms of redemption	Bullet Repayment
	Amount	Initial Amount of Issue was Rs. 325,00,00,000, of which Rs. 157,00,00,000 were mandatorily redeemed on February 23, 2023 and the balance in this ISIN is Rs.168,00,00,000
	Date	December 28, 2023
	Redemption Premium	7.2875% PA
	Early Redemption Scenarios	Same as for Sr. No. 1
Safeguards for the protection of Holders of NCDs		Same as for Sr. No. 1
Other embedded features	Call	NA
	Put	NA
Exit offer to the Dissenting holders of NCDs		Same as for Sr. No. 1
Other information/details pertinent for holders of NCDs		Same as for Sr. No. 1

Sr. No.	4
ISIN	INE903F08110
Face Value	10,000,000
Dividend / Coupon	6%
Terms of payment of Dividend / Coupon including frequency	Payable Semi Annually
Credit Rating	Care A-
Tenure/Maturity	December 28, 2023



Redemption	Terms of redemption	Bullet Repayment
	Amount	3,250,000,000
	Date	December 28, 2023
	Redemption Premium	7.2875% PA
	Early Redemption Scenarios	Same as for Sr. No. 1
Safeguards for the protection of Holders of NCDs		Same as for Sr. No. 1
Other embedded features	Call	NA
	Put	NA
Exit offer to the Dissenting holders of NCDs		Same as for Sr. No. 1
Other information/details pertinent for holders of NCDs		Same as for Sr. No. 1

Sr. No.	5	
ISIN	INE903F08169	
Face Value	10,000,000	
Dividend / Coupon	6%	
Terms of payment of Dividend / Coupon including frequency	Payable Semi Annually	
Credit Rating	Care A-	
Tenure/Maturity	24 Months	
Redemption	Terms of redemption	Bullet Repayment
	Amount	3,450,000,000
	Date	September 24, 2024
	Redemption Premium	5.5% PA
	Early Redemption Scenarios	Same as for Sr. No. 1



Safeguards for the protection of Holders of NCDs		Same as for Sr. No. 1
Other embedded features	Call	NA
	Put	NA
Exit offer to the Dissenting holders of NCDs		Same as for Sr. No. 1
Other information/details pertinent for holders of NCDs		Same as for Sr. No. 1

Sr. No.	6	
ISIN	INE903F08128	
Face Value	1,000,000	
Dividend / Coupon	6%	
Terms of payment of Dividend / Coupon including frequency	Payable Semi Annually	
Credit Rating	Care A-	
Tenure/Maturity	36 Months	
Redemption	Terms of redemption	Bullet Repayment
	Amount	3,000,000,000
	Date	August 17, 2024
	Redemption Premium	5.5% PA
	Early Redemption Scenarios	Same as for Sr. No. 1
Safeguards for the protection of Holders of NCDs		Same as for Sr. No. 1
Other embedded features	Call	NA
	Put	NA
Exit offer to the Dissenting holders of NCDs		Same as for Sr. No. 1



Other information/details pertinent for holders of NCDs	Same as for Sr. No. 1
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Sr. No.	7		
ISIN	INE903F08136		
Face Value	1,000,000		
Dividend / Coupon	6%		
Terms of payment of Dividend / Coupon including frequency	Payable Semi Annually		
Credit Rating	Care A-		
Tenure/Maturity	24 Months	23 Months 6 Days	
Redemption	Terms of redemption	Bullet Repayment	Bullet Repayment
	Amount	990,000,000	3,010,000,000
	Date	June 24, 2024	
	Redemption Premium	6.15% PA	
	Early Redemption Scenarios	Same as for Sr. No. 1	
Safeguards for the protection of Holders of NCDs	Same as for Sr. No. 1		
Other embedded features	Call	NA	NA
	Put	NA	NA
Exit offer to the Dissenting holders of NCDs	Same as for Sr. No. 1		
Other information/details pertinent for holders of NCDs	Same as for Sr. No. 1		

Sr. No.	8		
ISIN	INE903F08151		
Face Value	1,000,000		
Dividend / Coupon	5.50%		



Terms of payment of Dividend / Coupon including frequency		Payable Semi Annually
Credit Rating		Care A-
Tenure/Maturity		24 Months
Redemption	Terms of redemption	Bullet Repayment
	Amount	Initial Amount of Issue was Rs. 1110,00,00,000, of which Rs. 65,00,00,000 and 113,90,00,000 were mandatorily redeemed on February 20, 2023 and March 16, 2023, respectively and the balance in this ISIN is Rs. 931,10,00,000 (with corporate actions in connection with such change ongoing as of March 19, 2023).
	Date	September 22, 2024
	Redemption Premium	6.635% PA
	Early Redemption Scenarios	Same as for Sr. No. 1
Safeguards for the protection of Holders of NCDs		Same as for Sr. No. 1
Other embedded features	Call	NA
	Put	NA
Exit offer to the Dissenting holders of NCDs		Same as for Sr. No. 1
Other information/details pertinent for holders of NCDs		Same as for Sr. No. 1

[Note: Other relevant information, such as: the latest audited financials (along with notes to accounts and any audit qualifications); an auditors' certificate certifying the payment/ repayment capability of the resultant entity; and the fairness report; is attached separately and/or is available at <https://gmrinfra.com/gmr-airports-limited.aspx#investors>.]



SCHEDULE 1

TERMS OF OCRPS

S. No.	Title	Description
1.	Name of the Issuer	Merged GIDL and upon effectiveness of Part D of the Merger Scheme, Merged GIL
2.	Name of the Allottees	GIL and GISL, and upon effectiveness of Part D of the Merger Scheme, GISL
3.	Face value of the OCRPS	<p>Merged GIDL shall issue OCRPS at a face value of INR 400, based on the conversion ratio approved in accordance with the Merger Scheme.</p> <p>Since the face value of equity shares of GIL is INR 1, upon effectiveness of Part D of the Merger Scheme, OCRPS shall be issued by Merged GIL at a face value of INR 40, based on the conversion ratio approved in accordance with the Merger Scheme.</p>
4.	Issue price of the OCRPS	Issued on the basis of the OCRPS swap ratio derived from the underlying equity swap ratio under the Merger Scheme.
5.	Tenure	20 years
6.	Lock-up and New SHA compliance	<p>No lock-up.</p> <p>OCRPS holder shall be entitled to transfer the OCRPS or convert into equity shares without any restrictions, provided that the Agreed Equity Shareholding Ratio, if applicable, is maintained.</p> <p>Notwithstanding anything contained herein or the Transaction Documents, by way of abundant caution it is hereby clarified that that the Transfer of the OCRPS, shall be subject to Clauses 13.1.1, 13.1.2, 13.1.3, 13.1.6, 13.1.7, 13.1.8, 13.3 and 13.4 of the New SHA.</p>
7.	Conversion Ratio	<p>1 OCRPS issued by Merged GIDL (and carried forward by Merged GIL upon effectiveness of Part D of the Merger Scheme), shall be converted to 40 equity shares of Merged GIDL (or 40 equity shares of Merged GIL upon effectiveness of Part D of the Merger Scheme).</p> <p>Adjustments shall be made for the following agreed events:</p> <p>(a) any share split;</p> <p>(b) any bonus issue of shares; and</p> <p>(c) any other similar event that may have an impact on the capital structure of Merged GIL.</p>



8.	Dividends	OCRPS holder shall be entitled to receive dividends on the OCRPS on an "as if converted" basis at the same time and in the same proportion as any dividends paid to the equity shareholders of Merged GIDL or Merged GIL or in any event a pre-determined non-cumulative dividend at the rate of 0.001% per annum. In addition, and without prejudice to the foregoing, the OCRPS holder shall be entitled to a pre-determined dividend only where there is any distributable profit of Merged GIDL / Merged GIL, as applicable.
9.	Redemption	Merged GIDL or Merged GIL, as applicable shall not be entitled to redeem the OCRPS at any time or for any reason whatsoever.
10.	Conversion Option	<p>(a) OCRPS holder shall have the right to require conversion of all or any OCRPS into equity shares of Merged GIDL or Merged GIL, as applicable at any time, in its sole discretion, provided that, subject to paragraph 10(d) below, the Agreed Equity Shareholding Ratio is maintained, if applicable.</p> <p>(b) In order to exercise the option of converting the OCRPS into equity shares of Merged GIDL or Merged GIL, as applicable, OCRPS holder shall issue a notice to Merged GIDL or Merged GIL, as applicable (with a copy to GEPL) specifying, <i>inter alia</i>, the number of OCRPS to be converted. Within thirty (30) days of the receipt of such a notice, Merged GIDL or Merged GIL, as applicable shall undertake all actions to complete the process of conversion, including to obtain any board or shareholder approvals necessary in this regard.</p> <p>(c) The conversion of OCRPS into equity shares of Merged GIDL or Merged GIL, as applicable, may be undertaken in multiple tranches, at the sole discretion of OCRPS holder.</p> <p>(d) OCRPS holder shall be entitled to convert the OCRPS into equity shares, in each case, without any requirement to maintain the Agreed Equity Shareholding Ratio, upon:</p> <p>(i) any failure by the FCCB Purchaser (<i>as defined in the FCCB Transaction Documents</i>) to complete the purchase of all the FCCBs held by ADP upon the exercise of the FCCB Put Option (<i>as defined in the FCCB Transaction Documents</i>); or</p> <p>(ii) the non-completion of the merger of Merged GIDL into GIL in accordance with the Transaction Documents for any reason whatsoever.</p> <p>(e) If OCRPS holder holds any OCRPS, thirty-five (35) Business Days prior to the date of expiry of the 20-year tenure of the OCRPS, it shall be deemed to have issued a notice requiring conversion of all such OCRPS into equity</p>



		<p>shares of Merged GIDL or Merged GIL, as applicable. Upon such conversion, the requirement to maintain the Agreed Equity Shareholding Ratio shall not apply. In such case, Merged GIDL or Merged GIL, as applicable, shall undertake all actions to complete the process of conversion, including to obtain any board or shareholder approvals necessary in this regard, prior to the expiry of the 20-year tenure of the OCRPS. However, GEPL shall continue to have a right of first offer on sale of all shares held by OCRPS holder (including those post conversion of OCRPS).</p> <p>(f) Any accrued but unpaid dividend on the OCRPS shall be paid by Merged GIDL or Merged GIL, as applicable, to OCRPS holder in cash at the time of conversion into equity shares.</p>
11.	Rights of OCRPS holder	<p>Subject to applicable law:</p> <p>(a) The OCRPS shall carry a preferential right vis-à-vis equity shares of Merged GIDL or Merged GIL, as applicable, with respect to the payment of dividend and repayment in case of a winding up or repayment of capital.</p> <p>(b) The equity shares to be allotted on conversion of the OCRPS shall rank <i>pari passu</i> with the then existing equity shares of Merged GIDL or Merged GIL, as applicable, in all respects.</p> <p>(c) OCRPS holder shall participate in surplus assets and profits, in the event of the winding up of Merged GIDL or Merged GIL, as applicable, after the entire capital has been re-paid.</p> <p>(d) No voting rights shall be attached to the OCRPS, except voting rights as a separate class of preference shareholders which may affect the value of the OCRPS or any rights attached to the OCRPS. To the extent that any voting rights attach to the OCRPS, the OCRPS holder agrees that each OCRPS shall entitle the OCRPS holder to 1 vote, notwithstanding the face value of such OCRPS.</p>
12.	Rights of Issuer	<p>(a) Except as specified in the New SHA and this Agreement, the Issuer shall not have any rights with respect to the OCRPS.</p> <p>(b) The Issuer of the OCRPS shall not have any right to buy-back, reduce, re-classify or cancel the OCRPS.</p>



AMENDED AND RESTATED ARTICLES OF ASSOCIATION
UNDER THE COMPANIES ACT, 2013
(COMPANY LIMITED BY SHARES)

**ARTICLES OF ASSOCIATION
OF
GMR AIRPORTS INFRASTRUCTURE LIMITED¹**

CHAPTER – I

		I. PRELIMINARY
1.	Table "F" not to apply	Save as reproduced or adopted herein, the regulations contained in Table "F" (in the first Schedule to the Act) shall not apply to the Company.
		II. INTERPRETATION
2.		
	<i>In these regulations:</i>	
	"Act"	means the Companies Act 2013 and every rule, regulation, notification and circular issued under the provisions of the Companies Act 2013, including any amendment, modification or re-enactment thereof.
	"Articles" or "these presents"	means these articles of association, as altered or varied from time to time in accordance with the provisions of the Act (and "Article" means any provision of these Articles).
	"Beneficial owner"	means a person whose name is recorded as such with a Depository.
	"Board" or "Board of Directors"	means the Board of Directors of the Company as reconstituted from time to time in accordance with these Articles.
	"Charter Documents"	means collectively the Memorandum and Articles.
	"Company or GIL"	means 'GMR Airports Infrastructure Limited'.
	"Depositories Act"	means the Depositories Act, 1996 and includes any statutory modification or re-enactment thereof from time to time.
	"Depository"	means a company formed and registered under the Act and which has been granted a certificate of registration under sub-section (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992.
	"Directors"	means the Directors on the Board of the Company for the time being and includes any person appointed as a director of the Company in accordance with these Articles and the provisions of the Act, from time to time, and also includes Alternate Directors.
	"Dividend"	includes interim dividend.
	"General Meeting"	shall mean a meeting of the Members including an Annual General Meeting or an Extraordinary General Meeting as the context may require.
	"GEPL"	means GMR Enterprises Private Limited, a company incorporated under provisions of the Companies Act, 1956 having its registered office at Third Floor, Old No. 248/New No. 114 Royapettah High Road, Royapettah, Tamil Nadu 600014, including its successor and assigns.
	"GMR"	means Mr. Grandhi Mallikarjuna Rao, S/o Late Shri Grandhi China Sanyasi Raju, Indian resident, currently residing at Varalakshmi Nilayam, 486/76, 38th

¹ Change in name pursuant to a special resolution passed through Postal Ballot on August 27, 2022, and the approval of the Central Government dated September 15, 2022.



		Cross, 1st Main Road, 8th Block, Jayanagar, Bangalore – 560 082, State of Karnataka, including his successors and legal heirs.
	"Managing Director"	shall have the meaning assigned thereto by the Act.
	"Member"	means the duly registered holder from time to time of the shares of the Company and includes the subscribers to the Memorandum of the Company or a beneficial owner.
	"Memorandum"	means the memorandum of association of GIL, as amended, modified or supplemented from time to time.
	"Month"	means the English calendar month.
	"Officer"	shall have the meaning assigned thereto by the Act.
	"Ordinary Resolution"	shall have the meaning assigned thereto by the Act.
	"Register"	means the register of members to be kept pursuant to the Act.
	"Registered Office" or "Office"	means the registered office of the Company for the time being.
	"Registrar"	means the Registrar of Companies having jurisdiction over the Company.
	"Seal"	means the common seal of the Company for the time being.
	"Secretary"	shall have the meaning assigned thereto by the Act.
	"Shareholders"	means the Members of the Company for the time being.
	"Shares"	means the equity shares of the Company unless otherwise mentioned.
	"Special Resolution"	shall have the meaning assigned thereto by the Act.
	"Transfer"	means and includes any direct or indirect sale, assignment, lease, transfer, pledge, encumbrance or other disposition of or the subjecting to a security interest of, any property, asset, rights or privilege or any interest therein or thereto.
	"Writing"	shall include printing and lithography and any other mode or modes of representing or reproducing words in a visible form.
3.		<p style="text-align: center;">• III. INTERPRETATION</p> <p>The marginal notes hereto are inserted for convenience and shall not affect the constitution hereof and, in these presents, unless there be something in the subject or context inconsistent therewith:</p> <p>(a) Words importing only the singular number shall include the plural number and <i>vice versa</i>.</p> <p>(b) Words importing the masculine gender shall include the feminine gender.</p> <p>(c) Words importing persons shall include individuals, firms, associations and corporations.</p> <p>(d) Subject as aforesaid, any words or expressions defined in the Act shall except where the subject or context forbids bear the same meaning in these Articles.</p>
		IV. SHARE CAPITAL AND ALTERATION OF CAPITAL
4.	Authorized Share Capital	<p>The Authorized Share Capital of the Company be read as is given in Clause V of the Memorandum of Association of the Company.</p> <p>The Company has power from time to time to increase or reduce its capital and to divide the shares in the capital for the time being into other classes and to attach thereto respectively such preferential, deferred, qualified or other special</p>



		rights, privileges, conditions or restrictions, as may be determined by or in accordance with these Articles and to vary, modify or abrogate any such right, privileges or conditions or restrictions in such manner as may for the time being permitted by these Articles or the legislative provisions for the time being in force in that behalf. Subject to the provisions of Section 55 of the Act, provisions of other laws in force and of these Articles, any preference shares (redeemable or convertible) may be issued on such terms and in such manner as the Company before the issue of the shares may, by special resolution, determine.
5.	Alteration of Capital	The company may, from time to time, increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
6.	Consolidation, subdivision and cancellation of shares	Subject to the provisions of section 61 of the Act and these Articles, the company may, by ordinary resolution, — (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination; (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; (d) 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.
7.	Reduction of capital	The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law, — (a) its share capital; (b) any capital redemption reserve account; or (c) any share premium account.
8.	Further issue of Share Capital	Where at any time, the Company proposes to increase its subscribed capital by the issue of further Shares, such Shares shall be offered: (a) persons who, at the date of offer, are holders of equity shares of the Company in proportion, as nearly as circumstances admit, to the paid-up capital on those shares by sending a letter of offer subject to the conditions as may be prescribed; (b) to employees under a scheme of employees' stock option subject to special resolution passed by the Company and subject to such conditions as may be prescribed (c) to any persons, if it is authorized by a special resolution, whether or not those persons include the persons referred to in clause (a) or clause (b) above subject to the provisions of the Act and these Articles.
9.	Mode of further issue of shares	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 these Articles. Notwithstanding anything contained in these Articles, but subject, however, to section 62 of the Act and these Articles, the Company may increase its subscribed Share Capital on exercise of an option attached to the Debentures issued or loans raised by the Company to convert such Debentures or loans into Shares, or to subscribe for Shares in the Company by passing resolution by the members.
10.	Shares to be under the control of the Board	Subject to the provisions of the Act and these Articles, the shares in the capital of the Company for the time being shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit and with the



		sanction of the Company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Board thinks fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued shall be deemed to be fully paid shares. Provided that the option or right to call on shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.
11.	Variation of rights	(a) 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 section 48, 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. (b) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis 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.
12.	Preferred or other rights	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 the shares of that class, be deemed to be varied by the creation or issue of further shares ranking <i>pari passu</i> therewith.
13.	Preference Shares	Subject to the provisions of Section 43, Section 55 and other applicable provisions, if any, of the Act and the provisions of these Articles, the Company shall by a Special Resolution have power to issue or re-issue preference Shares / cumulative convertible preference Shares of one or more classes which are liable to be redeemed or converted to equity Shares, with such rights and on such terms and conditions that are prescribed in this behalf under the Act from time to time.
14.	Sub-division into preferred and ordinary share capital	The resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting or otherwise over or as compared with others, subject, nevertheless, to the provisions of the Act and these Articles. The Board may, from time to time subject to the consent of the Members in General Meeting, reclassify or convert the preference share capital into equity share capital or vice versa, as may be permitted by law.
15.	Surrender of shares	Subject to the provisions of the Act the Board may accept from any Member the surrender of all or any of his shares.
16.	Stock	Where shares are converted into stock, — (a) 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. (b) 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 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.



4



		(c) 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.
17.	Return of allotments	As regards all allotments made, from time to time, the Board shall comply with the provisions of the Act.
18.	Money due on shares to be a debt to the Company	The Money (if any) which the Board shall, on the allotment of any shares being made by them required or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by them, shall immediately on the inscription of the name of allottee in the Register of Members as the name of the holder of such shares become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.
19.	Members or heir to pay unpaid amounts	Every Member or his heir's executors or administrators shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being remain unpaid thereon, in such amounts, at such time or times and in such manner, as the Board shall from time to time in accordance with the Company's regulations require or fix for the payment thereof.
20.	Installments on shares to be duly paid	If by the conditions of allotment of any shares the whole or part of the amount or issue price thereof shall be payable in installments, every such installment shall, when due to be paid to the Company by the person who for the time being shall be the registered holder of the shares including his legal representatives, be deemed to be payable on the date fixed for payment and in the case of non-payment the provisions of these Articles as to payment of interest and expenses, forfeiture and the like and all other relevant provisions of the Articles shall apply as if such installments were a call duly made and notified as hereby provided.
21.	Commission for placing shares	(a) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 of the Act, 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 that section and rules made thereunder. (b) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40 of the Act. (c) 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.
22.	Liability of joint holders of shares.	The joint holders of Shares shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such share but the person first named in the Register shall as regards notice at General Meetings, proxy, receipt of dividends or bonus, service of voting and all or any other matters connected with the Company, except the transfer of shares, be deemed the sole holder thereof.
23.	Number of joint holders	Not more than three persons shall be registered as joint-holders of any share.
24.	Right of joint holders	If any share stands in the name of two or more persons, the person first named in the Register shall, as regards receipt of dividends or bonus or service of notices and all or any other matter connected with the Company except voting at General Meeting and the transfer of the shares, be deemed the sole holder thereof but the joint holders of a share shall severally as well as jointly be liable for the payment of all installment and calls due in respect of such share and for all incidents thereof according to the Company's regulations.
25.	Certificates	(i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided. —



5



		<p>(a) one certificate for all his shares without payment of any charges; or</p> <p>(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.</p> <p>(ii) Every certificate shall specify the shares to which it relates and the amount paid-up thereon and shall be signed by two Directors or by a director and the company secretary, wherever the company has appointed a company secretary:</p> <p>Provided that in case the company has a common seal it shall be affixed in the presence of the persons required to sign the certificate.</p> <p>(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.</p> <p>The provisions of this Article shall apply mutatis mutandis to debentures of the Company.</p>
26.	Fully paid shares for consideration other than cash.	Subject to the provisions of the Act and these Articles, the Board may allot and issue shares in the capital of the Company as payment for any property sold or transferred or for service rendered to the Company in the conduct of its business or in satisfaction of any outstanding debt or obligation of the Company and any shares which may be so issued shall be deemed to be fully paid-up shares.
27.	Acceptance of shares	Any application signed by or on behalf of any applicant for shares in the Company, followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles; and every person who thus or otherwise accepts any shares and whose name is therefore placed on the register shall, for the purposes of these Articles, be a Member.
28.	Issue of new certificate in place of one defaced, lost or destroyed	<p>If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof 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 lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under the Article shall be issued without payment of fees if the Board so decides, or on payment of such fees (not exceeding Rs.20/- for each certificate) as the Board shall prescribe.</p> <p>Provided that notwithstanding what is stated above the Board shall comply with such rules or regulations or requirements of any Stock Exchange or the rules made under the Act or the rules made under Securities Contracts (Regulation) Act, 1956 or any other act, or rules applicable in this behalf.</p> <p>The provisions of this Article shall apply <i>mutatis mutandis</i> to debentures of the Company.</p>
29.	Company not bound to recognize any interest in shares other than that of the registered holder	Except as ordered by a court of competent jurisdiction or as required by the Act or any other law for the time being in force, the Company shall not be bound to recognize, even when having notice thereof, any equitable, contingent, future or partial interest in any share, or any right in respect of a share other than an absolute right thereto, in accordance with these Articles, in the person from time to time registered as holders thereof, but the Board may at its sole discretion register any share in the joint names of any two or more persons (but not exceeding 3 persons) of the survivor or survivors of them.
30.	Trust not recognized	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 these regulations 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.
31.	Right of nomination	Subject to the provisions of Section 72 of the Act, every holder of shares in, or holder of debentures of, the Company may, at any time, nominate a person to whom his shares in, or debentures of the Company shall vest in the event of his death.
32.	Limitation of time for issue of certificates	Every Member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Board so approves (upon paying such fee as the Board may from time to time determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within two months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the seal of the Company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the Board may prescribe or approve, provided that in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and such certificate shall be delivered to the person first named in the Register and such delivery shall be sufficient delivery to all such holders.
		V. LIEN
33.	Company's lien on shares	(i) The company shall have a first and paramount lien— (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/ debenture; and (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: Provided that the Board of Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. (i) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
34.	Notice to be given	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.
35.	Manner of sale	(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.
36.	Application of Proceeds of the sale	(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.
37.	Company's lien on debenture	The provisions of Article 33 to 37 shall apply mutatis mutandis to debentures of the Company.
		VI. CALL ON SHARES
38.	Calls	<p>(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:</p> <p>Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.</p> <p>(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.</p> <p>(iii) A call may be revoked or postponed at the discretion of the Board.</p>
39.	When call deemed to have been made.	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 instalments.
40.	Liability of joint holders in a call	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
41.	Board to extend time to pay call:	The Board may from time to time at its discretion extend the time fixed for the payment of any call and may extend such time to all or any of the members. No member shall be entitled to such extension save as a matter of grace and favour.
42.	When interest on call or installment payable	<p>(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.</p> <p>(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.</p>
43.	Amount payable at fixed time or by installments payable as call.	<p>(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 regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.</p> <p>(ii) In case of non-payment of such sum, all the relevant provisions of these regulations 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.</p>
44.	Partial payment not to preclude forfeiture	Neither a judgment nor a decree in favour of the Company, for call or other moneys due in respect of any share nor any part payment or satisfaction there under, nor the receipt by the company of a portion of any money which shall from time to time be due from any member to the Company in respect of his shares either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money shall preclude the Company from thereafter proceeding to enforce forfeiture of such shares as hereinafter provided.



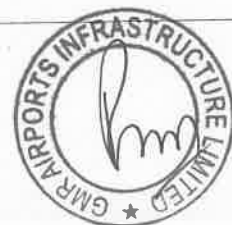
45.	Evidence in action by Company shareholders against	On the trial or hearing of any action or suit for the recovery of money due for any call it shall be sufficient to prove that the name of the persons sued is or was when the claim arose, on the Register of Members of the Company as a holder or one of the holders of the number of shares in respect of which such claim is made, that the amount claimed is not entered as paid in the books of accounts of the Company that the resolution making the call is duly recorded in the minute book of the Company and that the notice of such call was duly given to the person sued, in pursuance of these presents, and it shall not be necessary to prove the appointment of the Directors who made such call or any other matters whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debts.
46.	Payment of calls in advance	The Board— (a) 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 (b) 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. Provided that the money made in advance of calls shall not confer a right to participate in profits or dividends. The Board may at any time repay the amounts so advanced. The Members shall not be entitled to any voting rights in respect of the monies so paid by them until the same would, but for such payment become presently payable. The provisions of these Articles shall apply mutatis mutandis to the calls on debentures of the Company.
47.	Payment of dividend in proportion to amount paid-up.	Every Member shall be entitled to receive dividends in proportion to the amount paid-up on each share where a larger amount is paid up on some shares than on others.
VII. FORFEITURE OF SHARES		
48.	If call or installment not paid notice may be given	If a member fails to pay any call, or instalment 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 instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
	Form of notice	The notice aforesaid shall— (a) 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 (b) 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..
	If notice not complied with, shares may be forfeited.	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.
	Notice after forfeiture	When any shares shall have been so forfeited notice of the resolution shall be given to the Member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture with the date thereof shall forthwith be made in the Register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
49.	Forfeited shares become property of Company	A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. Any share so forfeited shall be deemed to



		be the property of the Company and the Board may sell, re-allot or otherwise dispose of the same in such a manner as they think fit.
50.	Power to annul forfeiture	At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
51.	Arrears to be paid not withstanding forfeiture	(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. (ii) 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.
52.	Effect of forfeiture	The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share and all other rights incident to the share except such of those rights as by these Articles are expressly saved.
53.	Evidence of forfeiture	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;
54.	Effecting sale of shares	(i) 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; (ii) The transferee shall thereupon be registered as the holder of the share; and (iii) 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.
55.	Certificates of forfeited shares to be void	Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect and the Directors shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereto.
56.	Non-payment of any sum which, by the terms of issue of a share	The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
VIII. TRANSFER OF SHARES		
57.	Transfer of shares	(a) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee. (b) 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. (c) Nothing in these Articles shall prohibit a holder of any shares or securities of the Company from undertaking a mortgage, pledge or assignment of, or creating any other security interest over, such shares or securities, in compliance with applicable law.
58.	Endorsement of Transfer	In respect of any transfer of shares registered in accordance with the provision of these Articles, the Board may, at their discretion direct an endorsement of the transfer and the name of the transferee and other particulars, on the existing share certificate and authorize any Director or officer of the company to authenticate such endorsement on behalf of the company or direct the issue of a fresh share certificate, in lieu of and in cancellation of the existing certificate in the name of the transferee.



59.	Rejection of transfer	The Board may, subject to the right of appeal conferred by section 58 decline to register— (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; (b) any transfer of shares on which the company has a lien; or (c) any transfer not in accordance with the provisions of these Articles
60.	Instrument of Transfer	The Board may decline to recognise any instrument of transfer unless— (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56; (b) 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 (c) the instrument of transfer is in respect of only one class of shares.
61.	Suspension of Registration	On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
62.	Compliance with rules, regulations and requirements of stock exchanges, etc.	The Company shall comply with the rules, regulations and requirements of the Stock Exchange or the rules made under the Act, or the rules made under the Securities Contracts (Regulation) Act, 1956 or any other law or rules applicable, relating to the transfer or transmission of shares or debentures.
IX. TRANSMISSION OF SHARES		
63.	Title to the shares of a deceased member	(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. Provided however, that if the deceased Member was a Member of a joint Hindu family and the Board on being satisfied that the shares standing in such name in fact belonged to the joint family may recognize the survivor or the Karta thereof as having title to the shares registered in the name of such Members. In any case it shall be lawful for the Board in their absolute discretion to dispense with production of probate or letter of administration or other legal representation upon such terms as to indemnity or otherwise as the Board may deem expedient and justified. (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.
64.	Registration of transmission	(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— (a) to be registered himself as holder of the share; or (b) to make such transfer of the share as the deceased or insolvent member could have made. (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.
65.	Registration as member	(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. (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.



		(iii) All the limitations, restrictions and provisions of these regulations 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.
66.	Rights on Transmission	<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>
		X. CAPITALISATION OF PROFITS
67.	Capitalization of profit	<p>(i) The company in general meeting may, upon the recommendation of the Board, resolve—</p> <p>(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</p> <p>(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.</p> <p>(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in Act and these Articles, either in or towards—</p> <p>(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;</p> <p>(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;</p> <p>(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);</p> <p>(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;</p> <p>(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.</p>
68.	Procedure	<p>(i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—</p> <p>(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</p> <p>(b) generally do all acts and things required to give effect thereto.</p> <p>(ii) The Board shall have power—</p>



		<p>(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</p> <p>(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;</p> <p>(iii) Any agreement made under such authority shall be effective and binding on such members.</p>
69.	Surplus Money	A General Meeting may resolve that any surplus money arising from the realization of any capital assets of the Company or any investment representing the same, or any other undistributed profits of the Company not subject to charge for income-tax be distributed among the Members on the footing that they receive the same as capital.
70.	Equitable Interest not be recognized	The Company shall not be bound by or recognize any equitable, contingent, future or partial interest in any fractional part of a share or (except only as by these presents otherwise expressly provided) any other right in respect of any share <u>except an absolute right to the entirety thereof as the registered holder.</u>
		XI. BUY-BACK OF SHARES
71.	Buy-Back	Subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, and these Articles, the company may purchase its own shares or other specified securities.
		XII. BORROWING POWERS



72.	Powers of the Board with regard to borrowing	<p>The Board may from time to time but with such consent of the Company in General Meeting, as may be required under Section 180 of the Act raise any money or sums of money for the purpose of the Company <i>provided that</i> the moneys to be borrowed by the Company apart from temporary loans obtained from the Company's bankers in the ordinary course of business shall not without the sanction of the Company 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 and in particular, but subject to the provisions of Section 180 of the Act and /or other applicable provisions of the Act and /or Securities and Exchange Board of India guidelines and of all other applicable laws, rules / regulations, and these Articles, the Board may from time to time at their discretion raise or borrow or secure the payment of any such sum of money for the purpose of the Company, by the issue of debentures perpetual or otherwise including debentures convertible into shares of this or any other Company or perpetual annuities, Foreign Currency Convertible Bonds, American Depository Receipts, Global Depository Receipts, Warrants, and other instruments with or without option to convert into equity shares having or not having voting / special rights, whether attached to any securities or otherwise, and such other securities and instruments as may be permissible in law and/or by way External Commercial Borrowings or otherwise and in security of any such money so borrowed, raised or received mortgage pledge or charge, the whole or any part of the property, assets or revenue of the Company present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely in trust and give the lenders powers of sale and other powers as may be expedient and to purchase redeem or pay off any such securities. Provided that every resolution passed by the Company in General Meeting in relation to the exercise of the power to borrow as stated above shall specify the total amount up to which the Board may borrow moneys. The Board may by a resolution at its meeting delegate the above power to borrow money otherwise than on debentures to a Committee of Directors or the Managing Director, if any, within the limits prescribed.</p> <p>Subject to the provisions of this Article, the Board may, from time to time, at their discretion, raise or borrow, secure the repayment of any sum or sums of money for the purpose of the Company, from time to time and in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by promissory notes or by opening current accounts or by receiving deposits and advances with or without security, or by the issue of bonds, perpetual or redeemable debentures or debenture stock (both present and future of the Company) including the uncalled capital for the time being of the Company.</p>
73.	Securities may be assignable free from equities	Debentures, debenture-stock, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
74.	Charge of uncalled capital	If any uncalled share capital of the Company is included in or charged by any other security the Board may, by instrument under the Company's seal, to make calls on the Members in respect of such uncalled capital and the provision herein before contained in regard to calls, shall, apply mutatis mutandis to calls made under such authority, and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Boards power or otherwise and shall be assignable if expressed so to be.
XIII. GENERAL MEETINGS		
75.	General Meetings	All general meetings other than annual general meeting shall be called extraordinary general meeting.
76.	When Annual General Meeting to be held	In addition to any other meeting, General Meetings of the Company shall be held within such intervals as are specified in Section 96 of the Act and subject to the provisions of Section 96 of the Act and these Articles, at such times and places as may be determined by the Board. Each such General Meeting shall be



		called an "Annual General Meeting" and shall be specified as such in the notice convening the meeting.
77.	When other General Meeting to be called	(i) The Board may, whenever they think fit and they shall, either sue moto or on the requisition of the holders of not less than one-tenth of the paid up capital of the Company as at the date carries right of voting in regard to the matter in respect of which the requisition is made, forthwith proceed to convene an Extraordinary General Meeting of the Company and in the case of such requisition the provisions of Section 100 of the Act shall apply. (ii) If at any time Director 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.
78.	Circulation of Members' Resolutions	The Company shall comply with the provisions of Section 111 of the Act and these Articles as to giving notice of resolutions and circulating statements on the requisition of Members.
79.	Notice of Meeting	Save as provided in first proviso to sub-section (1) of Section 101 of the Act, not less than 21 clear days' notice shall be given for every General Meeting of the Company. Notice of every General Meeting of the Company shall be given to: a. every member of the company, legal representative of any deceased member or the assignee of an insolvent member; b. the auditor or auditors of the company; and c. every director of the company. The accidental omission to give any such notice to or the non-receipt by any Member or other person to whom it should be given shall not invalidate the proceeding of the General Meeting.
80.	Meeting by shorter notices	Notwithstanding anything contained in the preceding clauses, with the consent in writing a General Meeting may be called after giving shorter notice, in the case of an Annual General Meeting b by not less than ninety-five per cent. of the members entitled to vote thereat and, in the case of any other General Meeting, majority in number of members entitled to vote and who represent not less than ninety-five per cent. of such part of the paid-up share capital of the company as gives a right to vote at the meeting.
81.	Explanatory statement	Section 102 of the Act relating to explanatory statement to be annexed to notice of a General Meeting, shall apply to the Company.
		XIV. PROCEEDINGS AT GENERAL MEETINGS
82.	Quorum	(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 section 103 of the Act. (iii) A body corporate being a Member shall be deemed to be personally present if it is represented in accordance with Section 113 of the Act.
83.	Chairman of General Meeting	(i) The Chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company. (ii) 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 Directors present shall elect one of their members to be Chairperson of the meeting.



		(iii) If at any meeting 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 choose one of their members to be Chairperson of the meeting.
84.	When quorum is not present General Meeting to be dissolved and when to be adjourned	If within half an hour from the time appointed for the General Meeting a quorum is not present the General Meeting if convened upon such requisition as aforesaid shall stand cancelled, but in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other date and such other time and place as the Board may determine; provided that in case of an adjourned meeting or of a change of day, time or place of meeting, the company shall give not less than three days' notice to the members either individually or by publishing an advertisement in the newspapers (one in English and one in vernacular language) which is in circulation at the place where the registered office of the company is situated or and if at such adjourned General Meeting a quorum is not present within half an hour from the time for the said General Meeting, those Members present shall be a quorum and may transact the business for which the General Meeting was called.
85.	What is to be evidence of the passing of resolution where poll not demanded	At any General Meeting, unless a poll is demanded in conformity with Section 109 of the Act, a declaration by the Chairman that a resolution has, on a show of hands been carried, or carried unanimously or by a particular majority or lost and an entry to that effect in the minute book, should be conclusive evidence of the fact without proof of number or proportion of votes recorded in favor of or against the resolution.
86.	Poll, Postal Ballot and Scrutineers at poll	<p>If a poll is demanded as aforesaid, it shall be taken subject to provisions of the Act as such in the same manner and at such time and place as the Chairman of the General Meeting directs and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the General Meeting at which the poll was demanded. The demand of the poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote, the Chairman shall determine the same and such determination made in good faith shall be final and conclusive.</p> <p>Notwithstanding anything contained in these Articles, in addition to the existing methods, the Company do adopt the mode of passing the resolution by its Members by means of a postal ballot including voting by electronic mode and/or any other means as may be prescribed by the Central Government in this behalf in respect of the following matters instead of transacting such business in a General Meeting of the Company.</p> <p>(a) Any business that can be transacted by the Company in General Meeting; or</p> <p>(b) Resolutions relating to such business as the Central Government, by notification, in this behalf declare to be conducted only by postal ballot.</p> <p>The Company shall comply with the procedure for such postal ballot and/or other methods prescribed by the Central Government or any other statutory authority from time to time.</p> <p>The provisions of the Act, relating to Scrutineers at poll, shall apply to the Company.</p>
87.	In what case poll taken without adjournment.	Any poll duly demanded on the election of Chairman of General Meeting or any question of adjournment shall forthwith be taken at the General Meeting without adjournment.
88.	Business may proceed not withstanding demand of poll	The demand for poll except on the question of election of Chairman and of an adjournment shall not prevent the continuance of a General Meeting for the transaction of any business other than the question on which the poll has been demanded.
89.	Special Notice	Where by any provision contained in the Act or in these Articles, special notice is required for any resolution, notice of the intention to move the resolution shall be given to the Company not less than 14 days before the General Meeting at which it is to be moved exclusive of the day on which the notice is served or deemed to be served and the day of the General Meeting. The Company shall immediately after the notice of the intention to move any such resolution has been received by it give its Members notice of the resolution in the same manner



		as it was given notice of the General Meeting, or if that is not practicable, shall give them notice thereof either by advertisement in a newspaper having an appropriate circulation or in any other mode allowed by these presents not less than seven days before the General Meeting.
		XV. ADJOURNMENT OF MEETING
90.	Power to adjourn General Meeting	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. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When the meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as nearly as may be in the case of an original meeting. Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of adjournment or of the business to be transacted at an adjourned meeting.
		XVI. VOTING RIGHTS
91.	Votes of Members	Subject to any rights or restrictions for the time being attached to any class or classes of shares, — (a) on a show of hands, every member present in person shall have one vote; and (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company. Provided that the holders of preference shares shall not be entitled to vote unless a resolution is proposed affecting rights or privileges of the holders of preference shares. A Member is not prohibited from exercising his voting rights on the ground that he had not held his shares or interest in the Company for any specified period preceding the date on which the vote is taken.
92.	Votes in respect of shares of deceased or insolvent Members	Any person entitled under the preceding Articles regarding transmission of shares to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he was the registered holder of such shares, provided that 48 hours at least before the time of holding the General Meeting or adjourned General Meeting as the case may be at which he proposes to vote, he shall satisfy the Board of his right to transfer such shares unless the Directors shall have previously admitted his right to vote at such General Meeting in respect thereof.
93.	Vote in case of lunacy	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.
94.	Joint holders of any share	(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. (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members. (iii) Several executor or administrators of a deceased Member in whose name any share stands shall for the purpose of this Article be deemed joint-holders thereof. executors
95.	E-voting	A member may exercise his vote at a meeting by electronic means in accordance with section 108 of the Act and shall vote only once.
96.	Unpaid Calls/sums	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.



97.	Objection	(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..
98.	Pending matters	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
XVII. PROXY		
99.	Proxy permitted	Votes may be given either personally or by power of proxy/representative to vote or by a duly authorized representative under Section 113 of the Act in case of a body corporate.
100.	Instruments appointing Proxy	(i) An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105 of the Act. (ii) Any person may be appointed as a proxy and need not be a Member of the Company or qualified to vote save that body corporate being a Member of the Company may appoint its proxy any officer of such body corporate whether Member of the Company or not.
101.	Instrument appointing a proxy to be deposited at the Office	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.
102.	When vote shall be valid though authority revoked	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. Provided never the less that the Chairman of any General Meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.
103.	Restriction on voting	No Member shall be entitled to be present or to vote on any question either personally or by proxy or as proxy for another Member at any General Meeting or upon a poll or to be reckoned in a quorum whilst any call or other sum payable to the Company in respect of any of the shares of such Member shall remain unpaid, and no Member shall be entitled to be present or to vote at any General Meeting in respect of any share that he has acquired by transfer unless his name is entered as the registered holder of the share in respect of which he claims to vote, but this shall not affect shares acquired under a testamentary disposition or by succession to an intestate or under an insolvency or liquidation.
104.	Representation of a body corporate	Subject to provision of Section 113 of the Act, A body corporate (whether a company within the meaning of the Act or not) may, if it is Member or creditor of the Company (including a holder of debentures), authorize such person as it thinks fit, by a resolution of its board of directors or other governing Body, of its applicable internal procedures to act as its representatives at any General Meeting of the Company or any class of Members of the Company or at any General Meeting of the creditors of the Company or debenture holders of the Company. A person authorized by resolution or its applicable internal resolution as aforesaid shall be entitled to exercise the same rights and power (including the right to vote by proxy) on behalf of the body corporate, which he represents as that body corporate, could exercise if it were an individual Member, creditor or holder of debentures of the Company. The production of a copy of the resolution or other certification of its applicable internal procedures referred above, certified by a Director or the Secretary or other officer of such body



		corporate before the commencement of the General Meeting shall be accepted by the Company as sufficient evidence of the validity of the said representatives' appointment and his right to vote thereat.
105.	Rights of Members to use votes differently.	On a poll taken at the General Meeting of the Company a Member entitled to more than one vote or his proxy, or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.
106.	No proxy to vote on a show of hands.	No proxy shall be entitled to vote on a show of hands.
107.	Time for objection to vote	No objection shall be made to the qualification of any voter or to the validity of a vote except at the General Meeting or adjourned General Meeting at which the vote objected to is given or tendered, and every vote, whether given personally or by proxy, not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the General Meeting.
108.	Chairman of any General Meeting to be the judge of validity of any vote/poll	The Chairman of any General Meeting shall be the sole judge of the validity of every vote tendered at such General Meeting. The Chairman present at the taking of the poll shall be the sole judge of validity of every vote tendered at such poll. The decision of the Chairman shall be final, and conclusive.
XVIII. BOARD OF DIRECTORS		
109.	Board's maximum strength	Unless otherwise determined by General Meeting, the number of Directors shall not be less than three and not more than Twenty.
110.	First Directors	The First Directors of the Company are: 1. Sri Grandhi Mallikarjuna Rao 2. Sri Sure Suryanarayana Murthy 3. Sri Boda Venkata Nageswara Rao 4. Sri Koti Venkata Varaha Rao 5. Sri Bommidala Srinivas
111.	Power of Board to appoint Additional Directors	Subject to the provisions of Section 149 & 161 of the Act and these Articles, the Board shall have power at any time and from time to time to appoint any person as a Director as an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles. Any Director so appointed shall hold office only until the next Annual General Meeting of the Company and shall then be eligible for re-election.
112.	Qualification Shares not required	A director shall not be required to hold any qualification shares.
113.	Director's fees and reimbursement of expenses	(i) The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. (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— (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or (b) in connection with the business of the company.
114.	Foreign Register	The company may exercise the powers conferred on it by section 88 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.
115.	Cheques, promissory notes, drafts, hundis, bills of exchange etc.	All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may



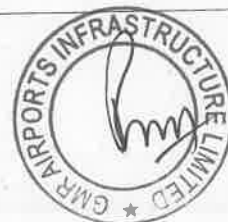
		be. by such person and in such manner as the Board shall from time to time by resolution determine.
		XIX. Proceedings of the Board
116.	Board Meetings	Subject to the provisions of the applicable Law, the GIL Board shall be responsible for the management of GIL. The approval of the Shareholders shall be obtained for such matters as may be required under applicable Law or pursuant to these Articles.
117.	Decisions	Save as otherwise expressly provided in the Act, and subject to the provisions of these Articles, questions arising at any meeting of the Board shall be decided by a majority of votes. In case of equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
118.	Board may act notwithstanding vacancy	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 and these Articles 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.
119.	Vacation of Office of the Director	The Office of a Director shall be deemed to have been vacated under the circumstances enumerated under Section 167 of the Act .
120.	Director may contract with the Company	Subject to the provisions of the Act and these Articles, Directors including the Managing Director, if any shall not be disqualified by reason of their office contracting with the Company either as vendor purchaser, lender, agent, broker, or otherwise and shall not apply to any contract or arrangement entered into by or on behalf of the Company with any Director or the Managing Director or with any company or partnership of or in which any Director or Managing Director shall be a member or otherwise interested nor shall any Director or the Managing Director, so contracting or being such member or so interested be liable to account to the Company for any profit realized by such contract or arrangement by reason only of such Director or the Managing Director holding that office or of the fiduciary relation thereby established, but the nature of the interest must be disclosed by him or them at the meeting of the Board at which the contract or arrangement is determined on, if the interest then exists or in any other case at the meeting of the Board after the acquisition of the interest.
121.	Disclosure of a Director's interest	Every Director who is in any way whether directly or indirectly, concerned or interested in any contract or arrangement, entered into or to be entered into by or on behalf of the Company shall disclose the nature of his concern or interest at a meeting of the Board as required by Section 184 of the Act.
122.	Which Directors to retire	The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment but as between persons who became Directors on the same day those to retire shall in default of being subject to any agreement among themselves, be determined by lot.
123.	Retiring Director to remain in office till successors appointed	Subject to the provisions of the Act and these Articles, if at any meeting at which an election of Directors ought to take place, the place of the vacating Director(s) is not filled up and the meeting has not expressly resolved not to fill up the vacancy, the meeting shall stand adjourned till the same day in the next week at the same time and place or if that day is a public holiday till the next succeeding day which is not a public holiday at the same time and place, and if at the adjourned meeting the place of the retiring Director(s) is not filled up and the meeting has also not expressly resolved not to fill up the vacancy, then the retiring Director(s) or such of them as have not had their places filled up shall be deemed to have been reappointed at the adjourned Meeting.



124.	Increase or reduction in the number of Directors	Subject to the provisions of the Act and these Articles, the Company in General Meeting may by ordinary resolution increase or reduce the number of its Directors within the limits fixed by these Articles.
125.	General Meeting to fill up vacancies	Subject to the provisions of the Act and these Articles, the Company at the Annual General Meeting at which a Director retires by rotation in manner aforesaid may fill up the vacated office by appointing the retiring Director or some other person thereto. If the place of the retiring Director is not so filled up and the General Meeting has not expressly resolved not to fill the vacancy, the General Meeting shall stand adjourned till the same day in the next week at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place. If at the adjourned General Meeting also, the place of the retiring Director is not filled up, the retiring Director shall be deemed to have been re-appointed at the adjourned General Meeting unless: <ul style="list-style-type: none"> (a) At the General Meeting or at the previous General Meeting a resolution for the re-appointment of such Director has been put to the vote and lost; (b) The retiring Director has by notice in writing addressed to the Company or the Board of Directors expressed his unwillingness to be re-appointed; (c) He is not qualified or is disqualified for appointment; (d) A resolution, whether special or ordinary is required for his appointment or re-appointment by virtue of any provisions of the Act, or (e) The provisions of Section 162 are applicable to the case.
126.	Power to remove Director by ordinary resolution on special notice	The Company may, subject to the provisions of Section 169 of the Act and these Articles, by ordinary resolution, of which special notice has been given, remove any Director before the expiration of his period of office and may, by ordinary resolution of which Special Notice has been given appoint another person in his stead, if the Director so removed was appointed by the Company in General Meeting or by the Board. The person so appointed shall hold office until the date up to which his predecessor would have held office if he had not been so removed. If the vacancy created by the removal of a Director under the provision of this Article is not so filled by the General Meeting at which he is removed, the Board may at any time thereafter, fill such vacancy.
127.	Board may fill up casual vacancies	Subject to the provisions of the Act and these Articles, any casual vacancy occurring in the Board of Directors may be filled up by the Directors, and the person so appointed shall hold office upto the date upto which Director in whose place he is appointed would have held office if it had not been vacated as aforesaid.
128.	When Candidate for office of Director must give notice	Subject to the provisions of the Act and these Articles, no person not being a retiring Director shall be eligible for appointment to the office of the Director at any General Meeting unless he or some Member intending to propose him has, not less than 14 days before the General Meeting, left at the Registered Office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such Member to propose him as a candidate for that office, as the case may be. The Company shall inform its Members of the candidature of a person for the office of Director or the intention of a Member to propose such person as a candidate for that office, by serving individual notices on the Members not less than seven days before the General Meeting provided that it shall not be necessary for the Company to serve individual notice upon the Members as aforesaid if the Company advertise such candidature or intention not less than seven days before the General Meeting in at least two newspapers circulating in the place where the Registered Office of the Company is located, of which one is published in the English language and the other in the regional language of that place.
129.	Director elected by minority shareholders	The Company may have a director elected by minority shareholders in such manner as may be prescribed in this behalf by the government or any other statutory authority from time to time.



130.	Alternate Directors	<p>i. Subject to the provisions of the Act and these Articles, the Board may appoint an alternate Director to a Director who is not present in India for a period of not less than three months. 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.</p> <p>ii. An alternate Director appointed shall vacate office the office if and when the director in whose place he has been appointed returns to India.</p> <p>iii. If the term of office of the original Director is determined before he so returns to that State, any provision in the Act or in these Articles for the automatic re-appointment of retiring Directors in default of another appointment shall apply to the original Director, and not to the alternate Director.</p> <p>iv. An alternate Director shall not hold office as such for a longer period than that permissible to the original Director in whose place he has been appointed.</p>
131.	Meeting of Directors	The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
132.	Resolution by circulation	Subject to the provisions of Section 175 of the Act and these Articles, a resolution by circulation signed by the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.
133.	Nominee Directors	<p>a) So Long as any moneys remain owing by the Company to any All India Financial Institutions, State Financial Corporation or any financial institution owned or controlled by the Central Government or State Government or any Non-Banking Financial Company controlled by Reserve bank of India or any such Company from whom the Company has borrowed for the purpose of carrying on its objects by themselves and each of the above has granted any loans / or subscribes to the Debentures of the Company or so long as any of the aforementioned companies or financial institutions holds or continues to hold debentures /shares in the company as a result of underwriting or by direct subscription or private placement or so long as any liability of the Company arising out of any guarantee furnished by the Corporation or financial institution on behalf of the Company remains outstanding the corporation shall have a right to appoint from time to time any person or persons as a Director or Directors whole time or non whole time (which Director or Director/s is/are hereinafter referred to as "Nominee Director/s) on the Board of the Company and to remove from such office any person or person so appointed and to appoint any person or persons in his /their place(s).</p> <p>b) The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the company.</p> <p>c) The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as the Corporation holds or continues to hold Debentures/shares in the company as result of underwriting or by direct subscription or private placement or the liability of the Company arising out of the Guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall it so fact vacate such office immediately the moneys owing by the Company to the Corporation are paid off or in the corporation ceasing to hold Debentures/Shares in the Company or on the satisfaction of the liability of the company arising out of the guarantee furnished by the Corporation.</p>



		<p>d) The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and of the Meetings of the Committee of which Nominee Director(s) is/are member(s) as also the minutes of such Meetings. The Corporation shall also be entitled to receive all such notices and minutes.</p> <p>e) The Company shall pay the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled, but if any other fees commission, monies or remuneration in any form is payable to the Directors of the Company the fees, commission, monies and remuneration in relation to such Nominee Director/s shall accrue to the Corporation and same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation or such Nominee Director/s for attending the meetings of the company, the same shall be reimbursed to the Corporation or the nominee Director, by the company.</p> <p>f) Provided that if any such Nominee Director/s an officer of the Corporation, the sitting fees, in relation to such Nominee Director/s shall also accrue to the Corporation and same shall accordingly be paid by the Company directly to the Corporation.</p> <p>g) Provided also that in the event of the Nominee Director/s being appointed as whole time Director/s, such Nominee Director(s) shall exercise such powers and duties as may be approved by the Corporation and have such rights as the usually exercised or available to a whole time Director in the management of the affairs of the Company. Such whole time Director/s shall be entitled to receive such remuneration commission and monies as may be approved by the Corporation.</p> <p>h) The Board of Directors have power to appoint the person nominated by the debenture trustee(s) in terms of clause € of sub regulation (1) of regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 as a director on its Board of Directors:</p>
134.	Election of Chairman of Board	The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. 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 Directors present may choose one of their number to be Chairperson of the meeting.
135.	Power to appoint Committees and to delegate powers	The Board may, subject to the provisions of the Act and these Articles, from time to time, delegate any of its powers to a committee consisting of such members or members of its body as it thinks fit, and may from time to time, revoke such delegation. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Board.
136.	Chairperson of Committee	Subject to provisions of these Articles, (i) a committee may elect a Chairperson of its meetings; and (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.
137.	Proceedings of Committee	(i) A committee may meet and adjourn as it thinks fit. (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.
138.	A resolution in writing	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.



139.	Validity of Acts done by Board or a Committee	All Acts done by any meeting of the Board or 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 even such Director or such person has been duly appointed and was qualified to be a Director.
140.	When acts of a Director valid not withstanding defective appointment etc.	Acts done by a person as a Director shall be valid notwithstanding that it may afterwards be discovered that his appointment was invalid by reason of any defect or disqualification or had terminated by virtue of any provisions contained in the act or in these Articles. Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.
141.	Eligibility for re-election	A retiring Director shall be eligible for re-election, in accordance with the provisions of the Act and other applicable law.
XX. POWERS OF THE BOARD		
142.	General power of Company vested in the Board	Subject to the provisions of the Act and these Articles, the control of the Company shall be vested in the Board who shall be entitled to exercise all such powers, and to do all such acts and things as the Company is authorized to exercise and do. The Board shall be entitled to pay all expenses incidental to the formation of the Company and in particular, expenses incurred by the promoters for the purpose. Provided that the Board shall not exercise any power or to do any act or thing which is directed or required whether by the Act or any other statute or by the Memorandum of the Company or by these Articles or otherwise, or be exercised or done by the Company in General Meeting. Provided further that in exercising any such power or doing any such act thing the Board shall be subject to the provisions contained in the Act or any other statute or in the Memorandum of the Company or in these Articles or in any regulations not inconsistent therewith, including regulations made by the Company in General Meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
XXI. LOCAL MANAGEMENT		
143.	Local Management	Subject to the provisions of the Act, the following regulations shall have effect: The Board may, from time to time, provide for the management of the affairs of the Company outside India (or in any specified locality in India) in such manner as it shall think fit and the provisions contained in the rest of this Article shall be without prejudice to the general powers conferred by this paragraph.
144.	Local Directorate delegation	The Board may from time to time and at any time, establish any Local Directorates or agencies for managing any of the affairs of the Company outside India, or in any specified locality in India, and may appoint any persons to be members of such Local Directorate or any managers or agents and may fix their remuneration and save as provided in the Act, the Board may, from time to time and at any time delegate to any person so appointed any of the powers, authorities and description for the time being vested in the Board and may authorize the members for the time being of any such Local Directorate or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms subject to such conditions as the Board may think fit and the Board may, at any time, remove any person so appointed and may annul or vary any such delegation.
145.	Power of Attorney	The Board may, at any time and from time to time, by way of resolution or power of attorney under Seal, appoint any persons to be the attorneys of the Company for such purposes and with such powers authorities and description (not exceeding those which may be delegated by the Board under the Act and these Articles) and for such period and subject to such conditions as the Board may from time to time, think fit, any such appointment may if the Board thinks fit.



		be made in favor of the members or any of the members of any Local Directorate established as aforesaid or in favor of any company or firm, or in favor of any fluctuating body of persons whether nominated directly or indirectly by the Board, and any such power-of-attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Board thinks fit.
146.	Seal for use abroad	The Company may exercise the powers conferred by the Act with regard to having an official Seal for use abroad, and such powers shall be vested in the Board and the Company may cause to be kept in any State or country outside India, as may be permitted by the Act a foreign register of Members or debenture holders resident in any such State or country and the Board may, from time to time, make such regulations as it may think fit respecting the keeping of any such foreign register, such regulations not being inconsistent with the provisions of the Act, and the Board may from time to time make such provisions as it may think fit relating there to and may comply with the requirements of any local law and shall in any case, comply with the provisions of the Act.
	Sub-delegation	Any such delegates or attorneys as aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities and description for the time being vested in them.
		XXII. THE SEAL
147.	Seal	(i) The company shall have a Common Seal for the purposes of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and the Board shall provide for the safe custody of the seal. (ii) The Common seal shall not be affixed to any instrument except by the authority of a resolution of the Board or a Committee of Directors previously given and in the presence of any one Director or secretary or any other person authorised by the Board or Committee, who shall sign every such instrument to which the seal has been so affixed, provided nevertheless that any instrument bearing the seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of the Director to issue the same.
148.	Seal for use out of India	The Company may, as and when the Board so decides, have an official seal for each of such territories, districts or places out of India, as the Board may deem necessary. Each such official Seal shall be the facsimile of the Common Seal of the Company, with the addition on its face the name of the territory, district or place where it is to be used.
		XXIII. CHIEF EXECUTIVE OFFICER, MANAGING DIRECTOR MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER
149.	Key Managerial Personnel	Subject to the provisions of the Act: (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; (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer. Provided that a provision of the Act or these regulations requiring or authorizing a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by 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.
150.	Managing Director/Whole time Director	The Board may appoint any one or more of themselves to the office of the Managing Director/Whole time Directors, for such period at such remuneration and on such other terms and conditions as the Board thinks fit. The Managing Director shall be subject to the same provisions as to resignation and removal as the other Directors and he shall ipso facto and immediately cease to be a Managing Director if he ceased to hold the office of Director from any cause whatsoever.
151.	Power of the Managing Director/Whole time Director	<p>The Managing Director/Whole time Director shall subject to the control and supervision of the Board of Directors have generally all powers of managing and supervising the Company's business and shall <i>inter alia</i> exercise and have the following powers and duties:</p> <p>(a) To manage generally all concerns and affairs of the Company, to order for the supply of goods, machinery, labor and all things necessary for the Company on its behalf, to sanction payment of bills to appoint and employ on such terms and conditions as he thinks proper, manager, secretaries, under secretaries, superintendents, inspectors, engineers overseers, contractors, clerks, foremen, and other officer and labor hands, agents, organizers, brokers, canvassers and other persons for the purpose of the Company or to remove or dismiss them and appoint others in their place and to pay the persons so appointed or employed such salaries allowances, wages, commissions, traveling expenses, contribution to provident fund or other remuneration as he may deem proper and fit.</p> <p>(b) To receive all payments on behalf of the Company and to receive and sign all letters money orders registered or insured packets and covers, book-posts, telegrams, consignments, and parcels of all descriptions and the like forwarded to the Company and to carry on and sign all correspondences of the Company.</p> <p>(c) To pay the costs, charges and expenses, preliminary and incidental for the promotion, formation, establishment, carrying on, running and registration of the Company and for taking licenses from municipality or corporation or from the Government, Central or provincial for the Company, if necessary</p> <p>(d) To receive all expenses incurred, advanced by him for the aforesaid or any other purposes or business from the funds of the Company provided the Board sanctions such reimbursement.</p> <p>(e) To sign cheques, drafts, certificates, bonds, hundies and other documents on behalf of the Company.</p> <p>(f) To give effectual receipts and discharges of all kinds of payments either in the shape of claim interest rent, profit and other payments and dues and for non-payments for any debts, money, rent due or breaches of any covenant, agreement or condition, to take proceedings, civil, criminal or otherwise for recovery of such debts, money, rent, dues damages compensation in respect of such breaches or otherwise.</p> <p>(g) To settle, start, defend, adjust, compound submit to arbitration and compromise withdraw all actions, accounts, claims, and demands whether arising in any legal proceeding or not.</p> <p>(h) To appear and conduct cases for the Company in all courts of justice, civil criminal and revenue before any executive, judicial, revenue, forest, police, postal, excise, income-tax, railway, steamer, telegraph, municipal, government or military departments, district board, local board, union board, or other officers in any action or proceedings or matters in which the Company is interested, with a view to promote, benefit, safeguard, or defend its interest or settle or compromise or compound take action or judgment against the Company or to vote in any municipal corporation, district board, union board, or legislative bodies, electric matters on behalf of the Company.</p> <p>(i) To admit execution of documents before any district registrar, sub registrar of assurances, registrar of co-operative societies and to get basic documents from the offices of the aforesaid officers and to conduct or defend any case before them.</p>



		<p>(j) To sign and verify written statements, petitions pleadings, compromises, vakalatnama, warrants of attorneys, muktearnamas, and agents names in all courts civil, criminal or revenue and to pay their fees, charges and or other legal expenses and law charges and costs.</p> <p>(k) With the sanction of the Board to deposit any money in and withdraw money from all treasuries, banks, and any other person or persons for and on behalf of the Company.</p> <p>(l) To execute and do in the name of the Company all deeds and things for the welfare of the Company.</p> <p>(m) With the sanction of the Board to institute suits including those for libel, defamation, or infringement or any right concerning the Company.</p> <p>(n) To grant and/or revoke any power of attorney general or special on behalf of the Company to any person or persons as he may think fit and proper in the best interest of the Company.</p> <p>(o) To execute and do in the name of and for and on behalf of the Company all things and deeds and documents as the Board may authorize him to do.</p> <p>(p) To keep under his care and safe custody all papers valuable securities and properties of the Company.</p> <p>(q) Subject to the approval of the Board to borrow or raise by loan or otherwise any sum as is required for the conduct of the business of the Company.</p> <p>(r) To do all acts, things and executions necessary for the day to day management of the company and in the interest of the company, subject to authorization of the same by the Board or by a General Meeting of members, wherever such authorization is required as per the provisions of the Act or any other statute</p> <p>(s) To delegate the authority/power exercised by him, to any person, unless it is specifically prohibited.</p>
		XXIV. MINUTES
152.	Minutes of the meeting(s)	<p>(1) The minutes of proceedings of every General Meeting and of the proceedings of every meeting of the Board or of every committee kept in accordance with the provisions of Section 118 of the Act shall be evidence of the proceedings recorded therein.</p>
		<p>(2) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereof.</p>
		<p>(3) All the appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.</p>
		<p>(4) In the case of a meeting of the Board or of a committee of the Board the minutes shall contain:</p> <ul style="list-style-type: none"> i the names of the Directors present at the meeting; ii in the case of each resolution passed at the meeting the names of the Directors, if any, dissenting from or not concurring in the resolution.
		<p>(5) Nothing contained in clauses (1) to (5) hereof shall be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting:</p> <ul style="list-style-type: none"> i is or could reasonably be regarded as defamatory of any person; ii is irrelevant or immaterial to the proceeding; or iii detrimental to the interests of the Company. <p>The Chairman shall exercise absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this sub-clause.</p>
		<p>(6) Where the minutes of the proceedings of any General Meeting of the Company or of any meeting of the Board or of a Committee of Directors have been kept in accordance with the provisions of Section 118 of the Act</p>



27



		until the contrary is proved, the meeting shall be deemed to have been duly called and held, all proceedings thereat to have duly taken place and in particular all appointments of Directors or Liquidators made at the meeting shall be deemed to be valid.
		XXV. DIVIDEND & RESERVES
153.	Dividend to be declared in General Meeting	The Company in General Meeting may declare dividends to be paid to the Members according to their respective right and interest in the profits. No dividend shall exceed the amount recommended by the Board.
154.	Interim dividends	Subject to the provisions of section 123 of the Act and these Articles, 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.
155.	Reserve	Subject to the provisions of these Articles, 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; and the Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
156.	Amount of Dividend	(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. (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. (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.
157.	Deductions	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.
158.	Mode of Payment	(i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. (iii) The Company shall not be liable or responsible for any cheque or warrant or pay slip or receipt lost in transmission or for any dividend lost, to the Member or person entitled thereto by forged endorsement of any cheque or warrant or forged signature on any pay slip or receipt or the fraudulent recovery of the dividend by any other means.
159.	Notice	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.
160.	Interest	No dividend shall bear interest against the company.



28



161.	Dividends out of profit only	No dividend shall be paid otherwise than out of the profits of the Company arrived at in the manner provided for in the Act. The declaration of the Board as to the net profits of the Company shall be conclusive.
162.	Debts may be deducted	The Board may retain any dividends on which the Company has a lien and may apply the same in or towards the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
163.	Capital paid up in advance at interest not to earn dividend	Where the capital is paid in advance of the calls upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right, to dividend or to participate in profits.
164.	Dividends in proportion to amount paid up.	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 dividends as from a particular date such share shall rank for dividend accordingly.
		No Member to receive dividend whilst indebted to the Company and the Company's right of reimbursement thereof.
		No Member shall be entitled to receive payment of any interest or dividend or bonus in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares (or otherwise however either alone or jointly with any other person or persons) and the Board may deduct from the interest or dividend to any Member all such sums of money so due from him to the Company.
165.	Effect of transfer of shares	A transfer of shares shall not pass the right to any dividend declared therein before the registration of the transfer.
166.	Dividend to joint holders	Any one of several persons who are registered as joint holders of any share may give effectual receipts for any dividends or bonuses or other monies payable in respect of such share.
		A person entitled to a share by transmission shall subject to the right of the Board, retain such dividends or money as is hereafter provided be entitled to receive dividend without being registered as a Member and may give a discharge for any dividends or other moneys payable in respect of the share.
167.	Dividend to be paid within time prescribed by the Act.	The Company shall pay the dividend or send the warrant in respect thereof to the shareholders entitled to the payment of dividend, within the time prescribed by the Act, from the date of the declaration unless: <ul style="list-style-type: none"> i where the dividend could not be paid by reason of the operation of any law; ii where a shareholder has given directions regarding the payment of the dividend and those directions cannot be complied with; iii where there is a dispute regarding the right to receive the dividend; iv where the dividend has been lawfully adjusted by the Company against any sum due to it from shareholder, or v where for any other reason, the failure to pay the dividend or to post the warrant within the period aforesaid was not due to any default on the part of the Company.
168.	Unclaimed dividend	No unclaimed dividend shall be forfeited by the Board and the Board shall comply with provisions of the Act, as regards unclaimed dividends.
169.	No interest on dividends	Subject to the provisions of the Act no dividend shall bear interest as against the Company.
170.	Dividends in cash	No dividend shall be payable except in cash, provided that nothing in this Article shall be deemed to prohibit the capitalization of the profits or reserves of the Company for the purpose of issuing fully paid up bonus shares or paying up any



		amount for the time being unpaid on any shares held by Members of the Company.
XXVI. REGISTERS AND DOCUMENTS		
171.	Inspection of Registers	The minutes of all proceedings of General Meetings shall be open to inspection and extracts may be taken there from and copies thereof may be required by any Member of the Company in the same manner to the same extent and on payment of the same fees as in case of the Register of Members of the Company, provided for in the Act. Copies of entries in these Registers shall be furnished to the persons entitled to the same on such days and during such business hours as may consistently be determined by the provisions of the Act.
172.	Buy back of shares	Subject to the provisions of Sections 68 to 70 and any other applicable provisions of the Act or any rules framed thereunder and these Articles, the Company may, subject to approval and consent requirements under the Act and other applicable law, as well as compliance therewith, purchase its own Shares or other Securities, as it may consider necessary.
173.	Sweat Equity	The Company may issue sweat equity shares subject to the provisions of Section 54 of the Act and any other related provisions as may be required for the time being in force.
XXVII. DEMATERIALIZATION OF SECURITIES		
174.	Dematerialization of securities	Notwithstanding anything contained in the Articles, the Company shall be entitled to dematerialize its securities, rematerialize its securities held by the depositories and/or to offer its fresh securities in the dematerialized form pursuant to the Depositories Act, 1996 and the rules framed there under, if any.
175.	Option given to investors	Every person shall have the option to hold the securities with a Depository. Such a person who is a beneficial owner of the securities can at any time opt out of a Depository in respect of such security in the manner provided by the Depositories Act, and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificate of securities.
		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 record the name of the allottee as the beneficial owner of the security.
176.	Securities in Depository to be in fungible form	All securities held by a Depository shall be dematerialized and shall be in fungible form. No certificate shall be issued for the securities held by the Depository.
177.	Voting rights of Depository and beneficial owner	Notwithstanding anything to the contrary contained in the Act or the Articles, a depository shall be deemed to be the registered owner for the purposes of effecting any transfer of ownership of Shares on behalf of the beneficial owner.
		Save as otherwise provided here in above, the Depository as a registered owner shall not have any voting rights or any other rights in respect of securities held by it.
		Every person holding securities and whose name is entered as the beneficial owner in the records of the Depository shall be deemed to be a Member of the Company. The beneficial owner shall be entitled to all the rights and benefits and shall be subject to all the liabilities in respect of such of his securities that are held by the Depository.
178.	Allotment of securities by the Depository	Notwithstanding anything contained in the Act or the Articles, where the Depository holds the securities, the Company shall intimate the details thereof to the Depository immediately on allotment of such securities.
179.	Register and Index of beneficial owners	The register and index of beneficial owners maintained by the Depository under the Depositories Act shall be deemed to be the Register and Index of Members and security holders for the purpose of these Articles.



		The Company shall cause to be kept a register and index of members in accordance with all applicable provisions of the Act and the Depositories Act, with details of shares held in physical and dematerialized form in any medium as may be permitted by law including in any form of electronic medium. The Company shall be entitled to keep in any state or country outside India a branch register of members resident in that state or country.
180.	Transfer of securities	Nothing contained in Section 56 of the Act or these Articles shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a Depository.
181.	Beneficial owner deemed as absolute owner	Except as ordered by the Court of competent jurisdiction or by law required the Company shall be entitled to treat the person whose name appears on the register of members as the holders of any share or whose name appears as the beneficial owner of the shares in the records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognize any benami, Trust Equity, equitable contingent, future, partial interest other claim to or interest in respect of such shares or (except only as by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has expressed or implied notice thereof but the Board shall at their sole discretion register any share in the joint names of any two or more persons or the survivor or survivors of them.
182.	Cancellation of Certificates upon surrender by person	Upon receipt of certificate of securities on surrender by a person who has entered into an agreement with the Depository through a participant, the Company shall cancel such certificates and shall substitute in its record the name of the depository as the Registered owner in respect of the said securities and shall also inform the Depository accordingly.
183.	Service of documents	Notwithstanding anything contained in the Act, or these Articles, to the contrary, where securities are held in a depository, the record of the beneficial ownership may be served by such depository on the company by means of hard copies or through Electronic mode or by delivery of floppies or discs.
184.	Distinctive number of securities held in a depository	The shares in the capital shall be numbered progressively according to their several denomination, provided, however that the provisions relating to progressive numbering shall not apply to the share of the Company which are Dematerialized from. Except in the manner provided under the Articles, no share shall be sub-divided. Every forfeited or surrendered share be held in material form shall continue to bear the number by which the same was originally distinguished.
185.	Provisions of Articles to apply to shares held in depository	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 Depository so far as they apply to shares held in physical form subject to the provision of Depository Act, 1996.
186.	Depository to furnish information	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 laws and the company in that behalf.
187.	Option to opt out in respect of any such security	If a beneficial owner seeks to opt out of a Depository in respect of any security, he shall inform the Depository accordingly. The Depository shall on receipt of such information make appropriate entries in its records and shall inform the Company. The Company shall within 30 (Thirty) days of the receipt of intimation from a Depository and on fulfillment of such conditions and on payment of such fees as may be specified by the regulations, issue the certificate of securities to the beneficial owner or the transferee as the case may be.



XXVIII. ACCOUNTS		
188.	Books of Accounts	<p>(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.</p> <p>(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.</p>
XXIX. AUDIT		
189.	Accounts to be audited annually	Once at least in every year one or more Auditor(s) shall examine the books of account of the Company.
XXX. SERVICE OF DOCUMENTS AND NOTICE		
190.	How document is served on the members	<p>a) A document (which expression for this purpose shall include and be deemed to include any summons, notice requisition, process order, judgment or any other document in relation to or in winding up of the Company (may be served or sent to the Company) on or to any member either personally or by sending it by post to his registered address or (if he has no registered address in India) to the address if any within India provided by him to the Company to give the notice to him or by email or such mode as may be permitted under the Act.</p> <p>b) All notices shall, with respect to any registered share to which persons are entitled jointly, be given to whichever of such persons who is named first in the Registered notice so given shall be sufficient notice to all the holders of such share.</p> <p>c) Where a document is sent by post:</p> <p>(i) Service thereof shall be deemed to be effected by properly addressing paying and posting a letter containing the notice provided that where a member has intimated to the company in advance that documents should be sent to him under a certificate of posting or by registered post without acknowledgement due and has deposited with the Company a sum sufficient to defray expenses of doing so, service of the documents shall not be deemed to be effected unless it is sent in the manner intimated by the member.</p> <p>(ii) Unless the contrary is provided, such service shall be deemed to have been effected.</p> <p>(iii) In the case of a notice of a meeting, at the expiration of forty-eight hours the letter containing the notice is posted.</p> <p>d) In any other case, at the time at which the letter would be delivered in ordinary course of post.</p>
191.	Members to notify address in India:	Each registered holder of shares from time to time notify in writing to the Company so place in India to be registered as his address and such registered place of address shall for all purposes be deemed his place of residence.
192.	Service on members having no registered address:	If a member has no registered address in India, and has not supplied to the Company an address within India, for giving of the notices to him, a document advertised in a newspaper circulating in the neighborhood of Registered Office of the Company shall be deemed to be duly served to him on the day of which the advertisement appears.
193.	Service on persons acquiring shares on death or insolvency of members:	A document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name or by the title or representatives of the deceased, assignees of the insolvent by any like description at the address (if any) in India supplied for the purpose by the



		persons claiming to be so entitled, or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served if the death insolvency had not occurred.
		XXXI. AUTHENTICATION OF DOCUMENTS
194.	Authentication of documents and proceedings	Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company may be signed by any KMP or an officer or an employee of the Company duly authorized by the Board.
		XXXII. SECRECY
195.	Affairs of the Company to be kept secret	No shareholder or other person shall be entitled to visit or inspect the Company's Registered Office or place of business without the permission of the Managing Director, or any other Director in the absence of a Managing Director, or to require discovery of any information respecting any details of the Company's trading or any matter which may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of business of the Company and which in the opinion of the Managing Director or the Directors it will be inexpedient in the interests of the Company to communicate to the public.
		XXXIII. WINDING UP
196.	Winding-up	Subject to the provisions of Chapter XX of the Act and rules made thereunder— (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.
197.	Distribution of assets	If the Company shall be wound up, and the assets available for distribution among the Members as such are insufficient to repay the whole of the paid up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution among the Members shall be more than sufficient to repay the whole of the paid up capital at the commencement of the winding up the excess shall be distributed amongst the Members but this Article is to be without prejudice to the rights of Member registered in respect of shares issued upon special terms and conditions.
198.	Distributions of assets in specie	If the Company shall be wound up, whether voluntarily or otherwise, the Liquidators may with the sanction of Special Resolution divided among the contributories, in specie or kind, any part of the assets of the Company and may with the like sanction, vest any part of the assets of the Company in trustees of such trusts for the benefit of the contributories or any of them, as the liquidators, with the like sanction shall think fit.
		XXXIV. INDEMNITY AND RESPONSIBILITY
199.	Indemnity	Every officer of the company shall be indemnified out of the assets of the company 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 in which relief is granted to him by the court or the Tribunal.



200.	Director's other rights to indemnity	<p>Subject to the provisions of the Act every Director, manager, secretary and other officer or servant of the Company shall be indemnified by the Company out of the funds of the Company for all costs charges traveling and other expenses, losses and liabilities which any such Director, manager, secretary and officer or servant may incur or become liable to pay by reason of any contract entered into, or act or deed done by him as such director, manager, secretary and other officer or servant, or in any way in the discharge of his duties (unless the same shall happen through his willful default, negligence, misfeasance, breach of duty or breach of trust) and the amount for which such indemnity as provided shall immediately attach as a lien on the property of the Company and shall have priority as between the Members over all other claims.</p> <p>Subject as aforesaid the Managing Director and every Director, Manager, Secretary or other Officer or Employee of the Company shall be indemnified against any liability incurred by them or in defending any proceeding whether civil or criminal in which judgment is given in their or his favour or in which he is acquitted or discharged or in connection with any application under Section. 463 of the Act in which relief is given to him by the Court.</p>
201.	General clause	<p>Wherever in the Act it has been provided that any company shall have any right, privilege or authority or that any company cannot carry out any transaction unless it is so authorized by its Articles, then in that case, this Article hereby authorizes and empowers this Company to have such right, privilege or authority and to carry out such transactions as have been permitted by the Act without their being any other specific Article in the behalf herein provided.</p>



CHAPTER – II

Articles 1 to 17 of this Chapter II shall have effect notwithstanding anything to the contrary contained in Articles 1 to 201 of Chapter I above, as regards or in relation to the Parties (*as defined below*). It is clarified that the matters listed in Articles 1 to 17 in this Chapter II are in addition to all other rights that any Shareholder (*as defined below*) may have as a shareholder of the Company under these Articles.

In the event of any conflict between the matters listed in above Articles 1 to 222 of Chapter I of these Articles and the relevant provisions of the matters listed in Articles 1 to 17 of this Chapter II of the Articles, the provisions of Articles 1 to 17 of this Chapter II shall prevail.

During the period this Chapter II is in force, each provision in Chapter I shall be deemed to be subject to the provisions of Chapter II.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

For the purposes of Articles 1 to 16 of this Chapter II and unless the context otherwise requires, the following words and terms shall have the meanings set forth below:

“**Act**” means the (Indian) Companies Act, 2013 and the rules formed thereunder, each as amended.

“**ADP Director**” means any director nominated by ADP to the GIL Board or board of directors of any Material Subsidiary/JV.

“**ADP Group**” means ADP together with GISL, and such other Affiliate which may hold Securities of GIL and as disclosed from time to time to the stock exchanges.

“**ADP**” shall mean Aéroports de Paris S.A., a company incorporated in France, having registration number 552 016 628, and having its registered office at 1 rue de France, 93290, Tremblay-en-France.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

“**Agreed Equity Shareholding Ratio**” shall have the meaning ascribed to such term in the SHA.

“**Airport Operator**” means any entity which is in the business of airport management and operation as its main activity.

“**Articles**” means the articles of association of GIL.

“**Beneficial Ownership**” means: (a) in the case of the GMR Group, (i) any direct shareholding in GIL of GEPL and/or Mr. G.M Rao, Mr. Srinivas Bommidala, Mr. GBS Raju, Mr. Kiran Kumar Grandhi (and their legal heirs and successors) (together, the “**GMR Shareholders**”) and (ii) any proportionate indirect shareholding in GIL through entities which are Controlled by the GMR Shareholders; and (b) in the case of the ADP Group, (i) any direct shareholding in GIL of ADP and GISL (together, the “**ADP Shareholders**”) and (ii) any proportionate indirect shareholding in GIL through entities which are Controlled by the ADP Shareholders.

“**Books and Records**” means all accounting, financial reporting, tax, business, marketing and corporate files, documents, instruments, papers, books, registers and records (statutory or otherwise) of GIL and GIL Subsidiaries, including technical records, financial statements, journals, deeds, manuals, minute books, customer and client lists, reports, files, documents, electronic information and operating data, contracts, memoranda of understanding and agreements, in whatever form.



“**Budget**” means the annual budget of GIL and Material Subsidiaries/JVs prepared based on the key terms set out in Schedule 8 of the SHA. Any Budget shall be included in the Business Plan.

“**Business**” means (a) developing, operating and/or maintaining facilities, activities and services provided or proposed to be provided, to an Airport Operator or an airport, including EPC services, project management, airport services, food and beverage services; and/or (b) development, operations and/or maintenance of airports, and shall specifically include:

- (i) ground handling operations;
- (ii) cargo handling operations;
- (iii) aviation fuel farms;
- (iv) duty free retail;
- (v) airport advertising;
- (vi) catering;
- (vii) lounge management;
- (viii) commercially important persons (CIP) operations;
- (ix) maintenance, repair and overhaul facilities at airports;
- (x) real estate development activities,
each to the extent undertaken at, or in connection with an, airport operated by it; and
- (xi) investing and holding securities in companies predominantly engaged in any of the above.

“**Business Day**” means a day other than Saturday and Sunday on which banks are open for normal banking business in Paris, France, Mumbai, India and New Delhi, India.

“**Business Plan**” means any business plan adopted by GIL in accordance with Article 6.1 and shall include in any case the Budget.

“**Business Plan Metrics**” shall have the meaning ascribed to such term in the SHA.

“**Capital Raise**” shall have the meaning ascribed to such term in the SHA.

“**Competitor**” means any Person, the business of which competes directly with the Business and includes:

- (i) any Airport Operator;
- (ii) any developer of airports;
- (iii) such Persons as specified in Schedule 6 of the SHA, as mutually agreed between GEPL and ADP, to be updated every three years, commencing from the third anniversary of Effective Date; *provided that* in the event ADP and GEPL are unable to mutually agree to such updates, GEPL may replace the names of any two Persons from the then-existing specified list of Persons, provided that such newly included Persons (or their Affiliates) are engaged in industrial activities in India.

and in each case shall, at all times, include the Affiliates of the above.



36



“**Contract**” means any contract, agreement, arrangement, tender, memoranda of understanding, engagement, purchase order, licence guarantee, indenture, note, bond, loan, lease, commitment or other arrangement, understanding or undertaking, including all Implementation Contracts.

“**Control**” (including with correlative meaning, the terms “**Controlled by**” and “**under common Control**” with) means:

- (i) in relation to a corporate body, the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint or remove all or such of the members of the board of directors or other governing body of a Person as are able to cast the majority of the votes capable of being cast by the members of that board or governing body on all, or substantially all, matters, or otherwise to control or have the power to control the policies and affairs of that Person; or
- (ii) the holding or possession of the beneficial interest in or the ability to exercise the voting rights applicable to shares or other securities in any Person (whether directly or indirectly) which confer in aggregate on the holders thereof more than 50% of the total voting rights exercisable at general meetings of that Person on all, or substantially all, matters.

Provided that, in respect of an entity, the shares of which are listed on any recognised stock exchange, Control shall mean the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

“**Corporate Policies**” shall have the meaning ascribed to such term in the SHA.

“**Deadlock**” shall have the meaning ascribed to such term in the SHA.

“**Deed of Adherence**” shall mean the deed of adherence substantially in the form set forth in Schedule 2 of the SHA.

“**Directors**” means the members of the GIL Board appointed in accordance with these Articles.

“**Dispose**” in relation to a Security means, whether directly or indirectly (excluding any securities in GEPL, ADP or their respective direct or indirect shareholders):

- (i) any sale, assignment or transfer;
- (ii) creating any trust arrangement;
- (iii) enforcement of any Lien; and
- (iv) any agreement to do any action under (i) and (ii), except an agreement to transfer Securities which is conditional on compliance with the terms of these Articles,

and “**Disposal**” and “**Disposed**” shall be construed accordingly.

“**Effective Date**” means the date on which the Merger becomes effective.

“**EPC**” means an engineering, procurement and construction contract.

“**Equity Shares**” means fully-paid up equity shares issued by GIL from time to time forming part of the Share Capital.

“**Equity Share Capital**” means the Share Capital of GIL which comprises solely the Equity Shares.



“**Event of Default**” shall have the meaning ascribed to such term in the SHA.

“**Excluded Contracts**” shall have the meaning ascribed to such term in the SHA.

“**Execution Date**” shall mean the date on which the SHA is executed.

“**Financial Year**” means the fiscal year beginning on April 1 of each calendar year and ending on March 31 of the immediately succeeding calendar year, or such other period as the board of directors or the shareholders, as the case may be, determine in accordance with applicable Law.

“**FCCBs**” mean 330,817 foreign currency convertible bonds of €1,000 each and in integral multiples thereof, aggregating to Euro 330,817,000, to be issued by GIL to ADP (and/or its Affiliates) in accordance with the terms of the FCCB Transaction Documents, prior to the Effective Date.

“**FCCB Transaction Documents**” means the FCCB subscription agreement executed on March 17, 2023, the FCCB terms and conditions (“**FCCB T&Cs**”), the FCCB deed poll and any other documents executed among *inter-alia* GIL and ADP in respect of the FCCBs.

“**Fully Diluted Basis**” means a calculation assuming that all outstanding convertible securities (including convertible preference shares and debentures) and any options issued or reserved for issuance under the employee stock option plan or any other stock option plan or scheme by whatever name called, existing at the time of determination have been exercised or converted into equity shares, and equity shares under all outstanding commitments to issue equity shares or other ownership interests have been issued, in each case, as adjusted for any stock splits or any capital or other restructuring or consolidation or reduction of capital.

“**GAL**” means GMR Airports Limited, a public limited company, incorporated in India under the provisions of the Companies Act, 2013 and having its registered office at BCCL, Times Internet Building, Second Floor, Plot No. 391, Udyog Vihar, Phase-III, Gurugram 122 016, Haryana, India and corporate office at New Udaan Bhawan, Terminal 3, Opposite ATC Complex International Terminal, I.G.I. Airport, New Delhi 110 037, India.

“**GEPL**” shall mean GMR Enterprises Private Limited, a private limited company, incorporated in India under the provisions of the Companies Act, 1956, and having its registered office at Third Floor, Old No. 248/New No. 114 Royapettah High Road, Royapettah, Chennai 600 014, Tamil Nadu, India and corporate office at GMR Group, Terminal-2 Office, Opposite Departure Gate No.1, I.G.I Airport, New Delhi 110 037, India.

“**GIL**” shall mean the Company.

“**GIL Board**” means the board of directors of GIL as constituted from time to time.

“**GIL JVs**” means any Persons (other than GIL Subsidiaries) in which GIL owns directly or indirectly, currently or in the future, in excess of 10% of the share capital of such Persons (on a Fully Diluted Basis), provided however, that for purposes of Shareholder Conflict Matters, and Article 2.13.5(v), the threshold of 10% shall be treated as 20%. The list of GIL JVs as on the Execution Date is as set forth in Part B of Schedule 4 of these Articles.

“**GIL’s Nominee Director**” shall mean a director nominated by GIL on the board of directors of any GIL Subsidiary or GIL JV.

“**GIL Subsidiaries**” means all the direct or indirect, existing or future, subsidiaries of GIL. The list of GIL Subsidiaries as on the Execution Date is as set forth in Part A of Schedule 4 of these Articles.

“**GIDL**” means GMR Infra Developers Limited, a public limited company, incorporated in India under the provisions of the Companies Act, 2013 and having its registered office at Plot No.C-31, G Block,



Naman Centre, 7th Floor, Bandra Kurla Complex, Bandra (East), Mumbai – 400051, Maharashtra, India.

“**GISL**” shall mean GMR Infra Services Private Limited, a private limited company, incorporated in India under the provisions of the Companies Act, 2013 and having its registered office at BCCL, Times Internet Building, Plot No. 391, Udyog Vihar, Phase-III, Gurugram 122 016, Haryana, India.

“**GMR Director**” means any director nominated by GEPL to the GIL Board or board of directors of any Material Subsidiary/JV.

“**GMR Group**” means GEPL, together with GEPL’s Affiliates and other members of the promoter group, as detailed herein below, and as disclosed from time to time to the stock exchanges:

- (i) GMR Enterprises Private Limited;
- (ii) Mr. G.M Rao;
- (iii) Mr. Srinivas Bommidala;
- (iv) Mr. GBS Raju;
- (v) Mr. Kiran Kumar Grandhi;

and their respective legal heirs, successors or entities Controlled by them.

“**Governmental Approval**” or “**Approval**” means any consent, approval, licence, permit, order, exemption, certificate, clearance or authorisation obtained or to be obtained from, or any registration, notification, declaration or filing made to or with, or to be made to or with, any Governmental Authority.

“**Governmental Authority**” means any national, regional or local government or governmental, administrative, regulatory, fiscal, judicial, or government-owned body of any nation or any of its ministries, departments, secretariats, agencies or any legislative body, commission, authority, court or tribunal or entity, and shall include any authority exercising jurisdiction over any Person.

“**GPUIL Group Debt**” shall have the meaning ascribed to the term in the SHA.

“**Grantor**” means the public sector authority, Governmental Authority or any other legal entity which grants the right to a group company to undertake a Project.

“**Implementation Contract**” shall have the meaning ascribed to such term in the SHA.

“**Imposed Business Plan**” means a Business Plan adopted by the GIL Board with the affirmative vote of at least one GMR Director, and which is not approved by at least one ADP Director resulting in the imposition of such Business Plan or Budget.

“**Ind AS**” means the Indian Accounting Standards as notified by Ministry of Corporate Affairs, Government of India.

“**Industrial Partnership Agreement**” shall have the meaning ascribed to such term in the SHA.

“**IRR**” shall have the meaning ascribed to such term in the SHA.

“**Judgment**” means any judgment, order, decree, writ, injunction, award, settlement, stipulation or finding issued, promulgated, made, rendered, entered into or enforced by or with any Governmental Authority (in each case, whether temporary, preliminary or permanent).



“**Law**” or “**Applicable Law**” means any statute, law, ordinance, rule, regulation, press note, notification, circular, foreign investment policy, directive or Judgment issued by any Governmental Authority.

“**Lien**” means any mortgage, pledge, assignment, security interest or any kind of encumbrance or charge or third party right, including any agreement in respect of any of the foregoing, any conditional sale or other title retention agreement or any restriction on the exercise of any rights to dividends, distributions, authorisations, voting rights or any other rights.

“**Material Subsidiaries/JVs**” as of the date hereof, mean the following entities and “**Material Subsidiary/JV**” means any of them:

- (i) Delhi International Airport Limited;
- (ii) GMR Hyderabad International Airport Limited;
- (iii) GMR Goa International Airport Limited;
- (iv) Delhi Duty Free Services Private Limited (or such other entity forming part of the GMR Group which undertakes the duty free business at the Delhi airport);
- (v) Heraklion Crete International Airport S.A.;
- (vi) GMR Nagpur International Airport Limited (upon execution of the concession agreement in respect of the Nagpur airport);
- (vii) GMR Airport Developer Limited;
- (viii) GMR Airports International B.V.;
- (ix) GMR Visakhapatnam International Airport Limited; and
- (x) Angkasa Pura Aviassi.

It is understood and agreed that for purposes of “**Budget**”, Material Subsidiaries/JVs shall also include GMR Megawide Cebu Airport Corporation.

For the avoidance of doubt, it is hereby clarified that Material Subsidiaries/JVs shall: (a) further include any GIL Subsidiary or GIL JV which holds a concession to operate an airport or any other GIL Subsidiary or GIL JV mutually agreed as a Material Subsidiary/JV; and (b) exclude any entity which ceases to be a GIL Subsidiary or a GIL JV.

“**Merger**” means the merger of: (i) GAL into and with GIDL (the resulting entity, “**Merged GIDL**”); and (ii) Merged GIDL into and with erstwhile GIL, pursuant to the Merger Scheme.

“**Merger Scheme**” means the composite scheme of amalgamation and arrangement under Sections 230 to 232 of the Act pursuant to which the Merger is to be undertaken.

“**OCRPS**” means the optionally convertible redeemable preference shares issued by GIL to ADP pursuant to the OCRPS Subscription Agreement and the Merger Scheme.

“**OCRPS Subscription Agreement**” means the subscription agreement executed among GEPL, GISL, GIDL and GIL, setting out the terms and conditions of the OCRPS issued by GIL on the Effective Date.

“**Officers**” means the key managerial personnel and other officers of GIL appointed in accordance with these Articles.

“**Parties**” shall mean ADP, GEPL, GIL and GISL, and shall include any other Person who has duly executed a Deed of Adherence in accordance with the SHA, and “**Party**” shall refer to any of the aforesaid entities, individually.

“**Person**” means an individual, partnership, joint venture, company, trust, unincorporated organisation, government or other entity.



“**Project**” shall mean a transaction or operation under which a Material Subsidiary/JV undertakes the design and/or construction and/or financing in connection with a Project and/or refurbishment and/or expansion and/or operation, of airport infrastructure and/or other service provision at an airport pursuant to an Implementation Contract with a Grantor.

“**Promoter Groups**” means: (a) the ADP Group; and (b) the GMR Group.

“**Securities**” means any equity shares, and includes any options or warrants over, or rights to subscribe for, equity shares or any other securities (including the OCRPS, preference shares and debentures, but excluding the FCCBs) convertible into or exercisable or exchangeable for equity shares, of GIL, as applicable.

“**SHA**” shall mean the shareholders’ agreement dated March 19, 2023 executed by and among the Parties, as may be amended from time to time.

“**Share Capital**” means the share capital of GIL on a Fully Diluted Basis.

“**Shareholder**” means a Person that holds Securities of GIL and is a Party to the SHA.

“**Shareholder Conflict Matter**” means any negotiation of, entry into or amendment of the terms of, any Contract (including the renewal of any such Contract) pursuant to which GIL or any of the GIL Subsidiaries or GIL JVs procures directly or indirectly (or it is proposed that it shall procure, or is procured) any product or service from or to a Shareholder of GIL or any of its subsidiaries (other than an entity which would also be a GIL Subsidiary or a GIL JV), or benefits from (or grants or makes) any advantage or payment or cash inflows, and more generally any situation where the interests of a Shareholder of GIL or its subsidiaries (other than an entity which would also be a GIL Subsidiary or a GIL JV) on one side and one of GIL or GIL Subsidiaries or GIL JVs are opposed.

“**Tax**” or “**Taxation**” means any applicable direct or indirect taxes, service tax, social security charges, customs or other duties, which any Person is required under applicable Law to pay, withhold or collect, including any income taxes, capital gains taxes, any tax payable in a representative capacity which under applicable Law is such person’s liability to pay, property taxes, value added tax, goods and services tax, stamp duty, withholding taxes, excise taxes, employee withholding taxes, including any surcharge or cess thereon, together with any interest, penalties, fines or other additions thereto under applicable Law for the time being in force.

“**Transfer**” means, in relation to an Equity Share, to transfer or Dispose with all rights, title, interest and benefits attaching to it and “**Transferred**” shall be construed accordingly.

“**Wholesale Price Index**” means the wholesale price index for all commodities as published by the Ministry of Commerce and Industry, Government of India and shall include any index which substitutes the Wholesale Price Index. The reference to Wholesale Price Index shall be construed as a reference to the Wholesale Price Index published for the period ending the preceding month.

1.2. Terms Defined Elsewhere

The following terms are defined elsewhere in these Articles:

S. No.	Term	Article
(i)	Adjourned Board Meeting	2.11.2
(ii)	AESC Flout Sale	10.1.9(B)
(iii)	AESC Threshold Increase Period	10.1.9(B)
(iv)	Bidding Committee	2.2.7
(v)	Business Plan Committee	2.2.5
(vi)	Chairperson	2.2.3
(vii)	Circular Resolution	2.9.1



S. No.	Term	Article
(viii)	Control Condition Non-fulfilment Notice	10.1.5
(ix)	Control Conditions	10.1.4
(x)	Coordinated Sale Notice	10.2.1
(xi)	Coordinated Sale Process	10.2.1
(xii)	Dispute	15.2
(xiii)	D&O Expenses	2.17.1
(xiv)	D&O Insurance	2.16.1
(xv)	D&O Proceeding	2.17.1
(xvi)	Diluted Promoter Group	13.1
(xvii)	Exercise Notice	10.3.2
(xviii)	General Meeting	3.1.1
(xix)	Indemnified Director or Officer	2.17.1
(xx)	LCIA	15.2
(xxi)	Minimum Shareholding Condition	10.1.4
(xxii)	Nomination and Remuneration Committee	2.2.8
(xxiii)	Nominee Purchaser	10.3.1(ii)
(xxiv)	Non-Transferring Shareholder	10.2.1
(xxv)	Related Party Contracts	2.13.5(v)
(xxvi)	Remote Participation	2.10(i)
(xxvii)	Reserved Matters	5.1
(xxviii)	ROFO	10.3.1(ii)
(xxix)	ROFO Acceptance Notice	10.3.3
(xxx)	ROFO Notice	10.3.1
(xxxi)	ROFO Price	10.3.2
(xxxii)	Sanctions	10.1.1
(xxxiii)	Sanctions List	10.1.1
(xxxiv)	Third Party Purchaser	10.2.1
(xxxv)	Threshold Shareholding Increase Period	10.4.2
(xxxvi)	Transfer Securities	10.3.1(i)
(xxxvii)	Transferring Shareholder	10.2.1
(xxxviii)	Waiver Period	10.1.4

- 1.3. References to Securities held by ADP shall include any direct or indirect shareholding in GIL, including those held through GISL and references to Securities held by GEPL shall include any direct or indirect shareholding in GIL, including those held through any member of the GMR Group.
- 1.4. Where any right is exercised by ADP, such exercise shall be deemed to have been exercised on behalf of all the members of the ADP Group.
- 1.5. Where these Articles cast any obligations on the GMR Group, GEPL shall cause the compliance by each member of the GMR Group with such obligation.
- 1.6. Each of the Shareholders shall exercise all their rights and powers in their capacity as a Shareholder and under these Articles (including voting powers) and take all necessary steps and do or cause to be done all acts, deeds and things, commissions or omissions as required to ensure, so far as they are respectively able to do so by the exercise of such rights and powers in their capacity as a Shareholder and under these Articles, so that full effect is given to the provisions of these Articles.

2. BOARD OF DIRECTORS

2.1. Authority of the GIL Board



Subject to the provisions of the SHA, these Articles (including Article 5 (*Reserved Matters*) hereof), and applicable Law, the GIL Board shall be responsible for the management of GIL. The approval of the Shareholders shall be obtained for such matters as may be required under applicable Law or pursuant to the SHA or these Articles.

2.2. Composition of the GIL Board and its committees

2.2.1. The Parties shall exercise their respective voting rights, and shall cause the Directors nominated by them to exercise their powers, in such manner as to ensure compliance with the terms of these Articles and the SHA, including ensuring that the GMR Directors and the ADP Directors are duly appointed on the GIL Board.

2.2.2. On and from the Effective Date, the GIL Board shall consist of up to 20 Directors, comprising of:

- (i) 5 GMR Directors, as nominated by GEPL, of which at least one (1) shall be an executive GMR Director (it being understood that GEPL shall be entitled to nominate a maximum of 5 Directors);
- (ii) 5 ADP Directors, as nominated by ADP, of which only one (1) shall be an executive ADP Director (it being understood that ADP shall be entitled to nominate a maximum of 5 Directors);
- (iii) up to 10 independent Directors, determined to be independent in accordance with law, who shall be nominated by the Board in accordance with the criteria formulated by the Nomination and Remuneration Committee in accordance with applicable Laws, out of whom:
 - (A) 5 independent Directors shall be from among the persons recommended to the Nomination and Remuneration Committee by GEPL (it being understood that GEPL may, in its discretion, choose to exercise such right in respect of a lesser number of independent Directors); and
 - (B) 5 independent Directors shall be from among the persons recommended to the Nomination and Remuneration Committee by ADP (it being understood that ADP may, in its discretion, choose to exercise such right in respect of a lesser number of independent Directors).

provided that, the aforesaid 10 independent Directors shall include the 6 independent Directors who are currently appointed as independent Directors on the GIL Board as of the Execution Date until the retirement of one such independent Director (by no later than September 30, 2024), and upon such retirement, ADP shall be entitled to recommend an independent Director to the Nomination and Remuneration Committee in accordance with Article 2.2.2(iii)(B) above. It is clarified that until the retirement of such independent Director, ADP shall be entitled to recommend only 4 independent Directors for the purposes of Article 2.2.2(iii)(B) above.

2.2.3. The chairperson of the GIL Board ("**Chairperson**") shall be nominated by GEPL from among the Directors nominated by GEPL to the GIL Board.

2.2.4. Subject to Articles 2.2.5 to 2.2.8, on and from the Effective Date, unless otherwise agreed among the Parties, each committee of the GIL Board shall include such number of independent Directors as may be required under applicable Law (with an equal number recommended for appointment by each of GEPL and ADP) and an equal number of GMR Directors and ADP Directors.

2.2.5. The GIL Board shall constitute a committee to prepare, deliberate, discuss and approve in advance the Business Plans ("**Business Plan Committee**"), which shall comprise four Directors, with equal number of Directors to be nominated by each of ADP and GEPL. Decisions of the Business Plan Committee shall be taken by a simple majority. The Business Plan Committee shall be authorised to



seek appropriate assistance and relevant professional/technical advice from, and delegate the work in relation to preparation of the Business Plans to, any employees of GIL, external consultants or such other persons as may be considered appropriate by GIL.

- 2.2.6. No Business Plan shall be submitted for approval of the GIL Board unless approved by the Business Plan Committee, or in order to resolve a deadlock at the Business Plan Committee.
- 2.2.7. The GIL Board shall constitute a committee to evaluate and take decisions in relation to bids for new airport operations concessions by GIL or any Material Subsidiary/JV ("**Bidding Committee**"), which shall comprise four Directors, with equal number of Directors to be nominated by each of ADP and GEPL. Any decision of the Bidding Committee which involves a bid: (a) with over INR1,600 crore in potential project costs shall require prior approval of one ADP Director and one GMR Director; and (b) with over INR400 crore and up to INR1,600 crore in potential project costs shall need to be discussed with the ADP Directors. In the event of a conflict of interest based on the non-compete obligations of ADP and the GMR Group as set forth in the SHA, the Bidding Committee shall assume a deemed approval in respect of the Shareholder which has the conflict of interest, provided however, that (i) each of the Parties acknowledge and confirm the conflict of interest; and (ii) the bid is prepared and submitted on the basis of a minimum IRR of 12% as evidenced to ADP (without the disclosure of confidential bid information); and (iii) GIL shall without the disclosure of confidential bid information, provide comfort to ADP on GIL's ability to finance the requisite investment and the possible impact of such financing on GIL's financial position. The Bidding Committee shall be authorised to seek appropriate assistance and relevant professional/technical advice from, and delegate the work in relation to evaluation of any bid to, any employees of GIL, external consultants or such other persons as may be considered appropriate by GIL.
- 2.2.8. Subject to Article 2.19, the GIL Board shall constitute a nomination and remuneration committee ("**Nomination and Remuneration Committee**") which shall comprise six Directors, with four independent Directors (of which two independent Directors each shall have been recommended for appointment on the GIL Board by the ADP Group and the GMR Group) and one Director to be nominated by each of ADP and GEPL. The purpose of the Nomination and Remuneration Committee shall be to make decisions in relation to the appointment, revocation or dismissal of key managerial personnel, to determine the remuneration and finalise the employment contract of the managing director, the Directors and any key managerial personnel whose annual remuneration exceeds INR 20,000,000 (as revised to reflect the increase between the Wholesale Price Index as on the Effective Date, and the Wholesale Price Index as on any date of determination by the Nomination and Remuneration Committee), and to undertake such functions as are required to be undertaken by it under applicable Laws.

2.3. **Composition of the board of directors and committees of the Material Subsidiaries/JVs**

- 2.3.1. ADP shall have the right, through GIL (consistent with the ownership (direct and indirect) of ADP in GIL), unless otherwise agreed among the Parties, to:
- (i) nominate: (a) one ADP Director on the board of directors of each Material Subsidiary/JV (including Delhi Duty Free Services Private Limited), where GIL has the right to nominate two or up to three Directors, it being clarified that all other Directors to be nominated by GIL shall be GMR Directors; and (b) two ADP Directors on the board of directors of each Material Subsidiary/JV (including Delhi International Airport Limited, GMR Hyderabad International Airport Limited, GMR Goa International Airport Limited, GMR Airport Developers Limited and GMR Airports International B.V.), where GIL has the right to nominate four or more than four Directors, it being clarified that all other Directors to be nominated by GIL shall be GMR Directors; *provided that*, ADP shall not have a right to nominate any ADP Director on the board of directors of any Material Subsidiary/JV where GIL has the right to nominate one Director, who shall be a GMR Director;
 - (ii) nominate: (a) one ADP Director on each of the audit committee and the nomination and remuneration committee of the board of directors of GMR Hyderabad International Airport



Limited, it being clarified that all other Directors on such committees (as nominated by GIL) shall be GMR Directors; (b) one ADP Director on the nomination and remuneration committee of the board of directors of Delhi International Airport Limited, it being clarified that all other Directors on such committees (as nominated by GIL) shall be GMR Directors; and (c) one nominee on the audit committee and the nomination and remuneration committee of each other Material Subsidiary/JV in which GIL has the right to nominate two or more Directors on such committee(s), it being clarified that all other Directors on such committees (as nominated by GIL) shall be GMR Directors; and

- (iii) unless an ADP Director is a member of the audit committee of the board of directors of Delhi International Airport Limited, one ADP Director as an observer on the audit committee of Delhi International Airport Limited; *provided, however*, in the event that (i) Fraport AG's nominee director resigns or departs from the audit committee of Delhi International Airport Limited for any reason whatsoever (including at the time of sale by Fraport AG of its shares in Delhi International Airport Limited), an ADP Director shall be promptly appointed to such audit committee; and (ii) in any event, best endeavours shall be made towards an ADP Director being appointed to the audit committee of Delhi International Airport Limited within 12 months from the Effective Date.

2.3.2. The Parties shall do or cause to be done all acts, deeds and things, commissions or omissions as required to ensure, so far as they are respectively able to do so by the exercise of such rights and powers in their capacity, including as a shareholder of GIL, so that full effect is given to the provisions of these Articles.

2.4. **Alternate Director**

A director appointed under Article 2.2.2 or 2.3.1 shall have the right to appoint an alternate director in accordance with the provisions of the Act.

2.5. **Qualification**

The Directors shall not be required to hold any qualification Equity Shares.

2.6. **Removal of Directors; Casual Vacancy**

2.6.1. Each Shareholder that has nominated a Director for appointment pursuant to Article 2.2.2 shall be entitled, by written notice to GIL (with a copy to all other Parties and the concerned Director), to require any Director so nominated by it to be removed from such position and GIL and the Shareholders shall promptly take steps for the removal of such Director in accordance with such request. In the event of such removal or if any Director nominated by a Shareholder ceases to hold office for any other reason, such Shareholder shall be entitled to require GIL to appoint another Director in his or her place pursuant to Article 2.2.2, as promptly as practicable.

2.6.2. The removal of a Director nominated by any Shareholder shall be subject to the prior written consent of the nominating or recommending Shareholder, as the case may be.

2.6.3. The Directors shall be liable to retire by rotation in accordance with the provisions of the Act. Where any Director is required to retire in compliance with the provisions of the Act, the Shareholders shall ensure that they shall be re-appointed to the GIL Board.

2.6.4. Subject to applicable Law, the provisions of this Article 2.6, as they apply to the GIL Board, shall apply *mutatis mutandis* to the boards of directors of each Material Subsidiary/JV in respect of the ADP Directors nominated on the board of such Material Subsidiary/JV.

2.7. **Notice of Board Meetings**



- 2.7.1. The GIL Board shall meet at least four times a year and once every 120 days in accordance with the provisions of the Act. All GIL Board meetings shall be held in English.
- 2.7.2. A meeting of the GIL Board may be called by the Chairperson or any Director by giving written notice to the company secretary of GIL, who shall convene a GIL Board meeting to be held within ten days of such notice.
- 2.7.3. The period of notice required for any GIL Board meeting shall be seven days unless all of the Directors consent to short notice.
- 2.7.4. A notice of a GIL Board meeting shall (i) be in English; (ii) specify a reasonably detailed written agenda specifying the date, time and agenda of such GIL Board meeting; (iii) include copies of all papers relevant for such GIL Board meeting; and (iv) be also sent by e-mail. Unless waived in writing by at least one GMR Director and at least one ADP Director, in each case, only for so long as the relevant Shareholders are entitled to exercise their Reserved Matter rights, no discussion, action, vote or resolution with respect to any item not included in the agenda of any meeting shall be taken at any meeting of the GIL Board.

2.8. Chairperson of the GIL Board

- 2.8.1. In the absence of the Chairperson at a meeting of the GIL Board, the GIL Board shall appoint the chairperson from among the nominee Directors of GEPL on the GIL Board present for such meeting of the GIL Board.
- 2.8.2. In case of equality of votes on any proposed resolution of the GIL Board, the Chairperson or any other person acting as chairperson at a meeting of the GIL Board shall have a second and casting vote.

2.9. Resolution by Circulation

- 2.9.1. Any resolution of the GIL Board that is not required to be considered only at a GIL Board meeting under applicable Law may be adopted by circulation by the GIL Board, and such written resolution, if approved, shall be filed with the minutes of proceedings of the GIL Board along with all the documents and/or information circulated with it (“**Circular Resolution**”).
- 2.9.2. Subject to Article 2.13.5 (*Directors' interests and conflicts*) and Article 5 (*Reserved Matters*), no Circular Resolution shall be deemed to have been duly adopted by the GIL Board, unless the resolution has been prepared in English and circulated in draft in accordance with the Act, together with the necessary papers required for considering the resolution, and approved in writing by a majority of the Directors as are entitled to vote on the resolution.

2.10. Remote Participation

Subject to the provisions of the Act and applicable Law:

- (i) the Directors may participate in a GIL Board meeting by way of video conference or conference telephone or similar equipment (“**Remote Participation**”) designed to allow the Directors to participate equally in the GIL Board meeting; and
- (ii) a GIL Board meeting held by Remote Participation shall be valid so long as a quorum in accordance with Article 2.11 (*Quorum at GIL Board Meetings*) is achieved pursuant to the Directors being able to participate in such GIL Board meeting through video conference, telephone conference or similar equipment. The venue for GIL Board meetings through video conference shall be specified in the notice calling the meeting, which shall be deemed to be the place of the said meeting under applicable Laws.

2.11. Quorum at GIL Board Meetings



46



- 2.11.1. Subject to Article 2.13.5 (*Directors' interests and conflicts*) and applicable Law, the quorum for a meeting of the GIL Board, duly convened and held, including by Remote Participation, shall be such number of Directors who constitute 1/3rd of the total number of Directors, provided that no quorum as mentioned above shall be validly constituted, and no business at any GIL Board meeting shall be transacted, unless at least one GMR Director and at least one ADP Director, in each case, only for so long as the relevant Shareholders are entitled to exercise their Reserved Matter rights, are present at the commencement of such meeting and throughout its proceedings.
- 2.11.2. In the absence of a valid quorum at a duly convened GIL Board meeting, the GIL Board meeting shall be automatically adjourned to the same day in the next week at the same time ("**Adjourned Board Meeting**"). The quorum at such Adjourned Board Meeting shall, notwithstanding anything to the contrary contained hereinabove, be 1/3rd of the total number of Directors, and all business transacted thereat, subject to Article 2.13.5 (*Directors' interests and conflicts*), shall be regarded as having been validly transacted, provided, however, that no Reserved Matters shall be discussed or transacted at any such Adjourned Board Meeting unless at least one GMR Director and at least one ADP Director, are present at the commencement of such adjourned meeting and throughout its proceedings.
- 2.11.3. Notwithstanding anything contained to the contrary in this Article 2.11, it is clarified that in circumstances where the agenda for any GIL Board meeting pursuant to Article 2.7.4 above specifies in reasonable detail that any failure to take decisions in relation to specified matters and pass necessary resolution in relation thereto due to an inquorate meeting would result in GIL or any of the GIL Subsidiaries or GIL JVs being in non-compliance or breach of Applicable Laws or Implementation Contracts; then, such matters shall be discussed and decided upon at the time originally appointed for the meeting with the Directors present being deemed to constitute a quorum for such meeting, provided that at least Directors being 1/3rd of the total Directors are present for such meeting and the mandatory requirement of the presence of a GMR Director and an ADP Director shall not be required. It is clarified that if the relevant meeting is attended by a GMR Director and an ADP Director, then the affirmative voting rights of the GMR Directors and the ADP Directors under Article 5 (to the extent applicable in accordance with Article 5) shall apply.
- 2.11.4. Without prejudice to the above, subject to Article 5 (*Reserved Matters*), the GMR Directors and/or the ADP Directors may at any time waive their respective right to form part of the quorum for a particular GIL Board meeting, in writing, and at any such GIL Board meeting, no new matters other than those forming part of the agenda for such GIL Board meeting shall be discussed or taken up.
- 2.11.5. In addition, a translator (if required by any ADP Director) shall be entitled to attend meetings of the GIL Board.
- 2.12. **Meetings of the board of directors of the Material Subsidiaries/JVs**
- 2.12.1. The Parties shall make reasonable endeavours to ensure that the meetings of the board of directors of the Material Subsidiaries/JVs are scheduled on such dates to enable the attendance of ADP Directors and GMR Directors.
- 2.13. **Voting**
- 2.13.1. Subject to Article 2.13.5 (*Directors' interests and conflicts*), at any GIL Board meeting, each Director shall have one vote.
- 2.13.2. Subject to Article 5 (*Reserved Matters*), and Article 2.11 (*Quorum at GIL Board Meetings*), all resolutions to be adopted by the GIL Board must be adopted by the requisite majority required under the Act.
- 2.13.3. Each Shareholder, if it has nominated Director(s) pursuant to Article 2.2.2, shall use all reasonable endeavours to ensure that at least one Director so nominated shall attend each GIL Board meeting.



2.13.4. GEPL shall procure that the voting rights of the members of the GMR Group and their respective representatives or Directors nominated by them are exercised so as to allow ADP to exercise its rights, including in respect of the Reserved Matters, and for the purposes of giving effect to GEPL's undertaking as set forth herein. ADP shall procure that the voting rights of the members of the ADP Group and their respective representatives or Directors nominated by them are exercised so as to allow GEPL to exercise its rights, including in respect of the Reserved Matters, and for the purposes of giving effect to ADP's undertaking as set forth herein.

2.13.5. Directors' interests and conflicts

- (i) The presence of a Director nominated by any Shareholder that is (or the Affiliate of which is) concerned in a Shareholder Conflict Matter (other than in relation to the Industrial Partnership Agreement) shall not be required in order to constitute a quorum if it would otherwise be required under these Articles, nor shall he/she be entitled to vote, in respect of any Shareholder Conflict Matter, in each case where that Director has been nominated by the Shareholder that is (or the Affiliate of which is) concerned in that Shareholder Conflict Matter.
- (ii) Except in respect of a Shareholder Conflict Matter and subject to applicable Law and/or the Articles, and subject to any other terms imposed by the Directors in relation to conflict situations in accordance with Article 5 (*Reserved Matters*), a Director shall be entitled to vote at a meeting of the GIL Board on any resolution in respect of any matter, Contract or proposed Contract in which he is interested directly or indirectly. For the avoidance of doubt, the fact that a Director has been nominated or recommended for appointment by or at the request of a Shareholder shall not, of itself, constitute a conflict of interest.
- (iii) Subject to Article 2.13.5(iv), any decisions, actions or negotiations to be taken or conducted by GIL or any of the GIL Subsidiaries or GIL JVs in relation to a Shareholder Conflict Matter shall, subject to the relevant shareholders' agreements/joint venture agreement entered into by GIL and/or a GIL Subsidiary with respect to such GIL Subsidiary and/or GIL JVs, be the responsibility of the GIL Board but subject to the supervision (subject to their fiduciary duties) only of those Directors that are entitled, in accordance with Article 2.13.5(i), to vote on such matters.
- (iv) No decision, action or negotiation shall be taken or conducted by GIL in relation to a Shareholder Conflict Matter without the approval of a simple majority of those Directors who are authorised to supervise such decisions and actions in accordance with Article 1.1.1(iii), subject to their fiduciary duties to GIL.
- (v) Except in respect of the Industrial Partnership Agreement and/or the Excluded Contracts, no Contracts shall be entered into, directly or indirectly, between a Shareholder and its subsidiaries (but not being GIL or the GIL Subsidiaries or GIL JVs) on one side and GIL or GIL Subsidiaries or GIL JVs on the other side (the "**Related Party Contracts**"), without the prior approval of ADP and GEPL, it being further agreed that Related Party Contracts shall not, unless otherwise agreed between ADP and GEPL, exceed a one-year duration and shall be reassessed on an annual basis. The Parties also agree that: (i) any material amendment to an Excluded Contract; or (ii) any proposed renewal or extension of an Excluded Contract (other than any Excluded Contract in relation to the GPUIL Group Debt which shall not be amended in any manner and shall be repaid in accordance with its current terms unless otherwise agreed with ADP) that is effective for a period of three (3) years or more from the date hereof, shall require the prior approval of ADP. It is clarified that any prior approval under this Article 2.13.5 shall not be unduly or unreasonably withheld or delayed, if the relevant transaction is on arms' length.

In addition, in respect of the corporate cost allocation or cost sharing agreements included in the Excluded Contracts, it is understood and agreed that any change in the costs of such services which would result in an increase of the costs by more than 10% on a yearly basis shall be subject to the prior written consent of ADP, which would not be unreasonably



withheld. In addition, any change in cost of such services which would in the aggregate result in an increase of the costs of more than 60% in any block of 5 five years, shall require the prior approval of ADP.

2.14. **Officers in default**

2.14.1. Unless otherwise agreed and subject to Article 3.2.2(ii) and applicable Laws, the ADP Directors shall be non-executive Directors and shall have no responsibility for the day-to-day management of GIL as an "officer in default" under applicable Law and shall not be liable for any failure by GIL to comply with applicable Law. The Parties agree that, subject to and the extent permissible under applicable Laws, (i) Persons (other than the ADP Directors) are identified/nominated as an "officer in default" (under the Act) or as a person in charge of managing affairs of GIL under applicable Law in the relevant filings with the Governmental Authorities; and (ii) ADP Directors are not considered to be "persons in charge", "authorised officers", "compliance officer", "officer in charge" or "officer in default" under any applicable Law.

2.15. **Fees and re-imbursement of expenses**

GIL shall reimburse the Directors for all actual travel and accommodation expenses incurred by them or their alternate Directors, in order to attend Shareholder, Board and other meetings of GIL, or otherwise in connection with the performance of their duties as Directors of GIL upon presentation of appropriate documentation therefor. The GMR Directors and the ADP Directors shall be entitled to all the rights and privileges of other Directors including the sitting fees and expenses as payable to other Directors.

2.16. **D&O Insurance**

2.16.1. GIL shall, with effect from the Effective Date and at all times thereafter, procure the maintenance of a director and officer indemnity insurance policy ("**D&O Insurance**") which is customary for similar companies in respect of all Directors and Officers (past and present) of GIL and consistent with the internal policies of ADP, and in the event of any shortfall compared with such policies of ADP, GIL shall procure additional insurance coverage to ensure such insurance coverage is consistent with the internal policies of ADP. GIL and GEPL shall ensure that the D&O Insurance shall continue to remain valid and in force and shall provide coverage in respect of Directors and Officers for a period of seven years from the time such Person ceases to be a Director or Officer.

2.16.2. In the D&O Insurance, the Directors and Officers shall be named as an insured. Any modification to any terms and conditions of such insurance policies shall require prior written approval of ADP. The minimum limit per Director or Officer shall be as determined by ADP consistent with industry standards.

2.17. **Directors' Indemnity**

2.17.1. Without prejudice to D&O Insurance above and subject to applicable Law, GIL shall indemnify every person who is and has been a Director or Officer of the relevant company ("**Indemnified Director or Officer**") against any and all expenses (including all attorneys' fees and all other costs, expenses and obligations incurred) in connection with investigating, defending, appealing, being a witness in or otherwise participating in or preparing to defend, appeal, be a witness in or otherwise participate in a D&O Proceeding, losses, liabilities, judgments, fines, penalties and amounts paid in settlement, and including all interest, assessments and other charges in connection therewith ("**D&O Expenses**"), incurred by the Indemnified Director or Officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including without limitation a claim, demand, discovery request, formal or informal investigation, inquiry, administrative hearing, arbitration or other form of alternative dispute resolution), including an appeal from any of the foregoing, which is in any way connected with, resulting from or related to the fact that the Indemnified Director or Officer is or was a director of GIL or any Material Subsidiary/JV, or



by reason of any action or inaction on the part of the Indemnified Director or Officer while serving in such capacity (“**D&O Proceeding**”).

2.17.2. GIL shall advance all D&O Expenses incurred by the Indemnified Director or Officer. such advances to be made by GIL as soon as practicable but in any event no later than ten days after written demand by the Indemnified Director or Officer is presented to GIL.

2.17.3. No indemnification shall be provided to the Indemnified Director or Officer, (i) to the extent that the D&O Expenses are fully covered by a policy of insurance and fully paid or reimbursed by an insurer to the Indemnified Director or Officer; or (ii) to the extent that such indemnification would be void, illegal or unenforceable under Applicable Law.

2.17.4. The right of indemnification provided herein shall not affect any other rights to which any Indemnified Director or Officer may be entitled.

2.17.5. GIL shall not be liable for indemnification in respect of any actions, suits, claims or proceedings arising due to or in connection with any breach, wilful omission, wilful misconduct or fraud by such Director or Officer.

2.18. GMR Directors and ADP Directors on the board of directors of the Material Subsidiaries/JVs

2.18.1. Subject to applicable Law, GIL shall exercise its rights on Material Subsidiaries/JVs to procure that the provisions of Articles 2.14 to 2.17 as they apply to the ADP Directors and GMR Directors on the GIL Board, apply *mutatis mutandis* to the ADP Directors and GMR Directors on the board of directors of the Material Subsidiaries/JVs.

2.19. Key Managerial Personnel

2.19.1. On and from the Effective Date, ADP shall have the right to nominate:

- (i) the deputy chief executive officer of GIL, as long as ADP holds at least 10% of the share capital of GIL (directly and indirectly), whose role and responsibilities are set forth in **Schedule 2** of these Articles;
- (ii) the chief operating officer of GIL, who shall report to the chief executive officer of GIL;
- (iii) the head of retail of DIAL; and
- (iv) the financial partnership officer of GIL, who shall have access to financial reports and books of accounts of GIL,

and the Parties shall, including through the Nomination and Remuneration Committee cause the appointment of such nominees of ADP.

- (v) the positions listed in the Industrial Partnership Agreement,

and the Parties shall, including through the Nomination and Remuneration Committee cause the appointment of such nominees of ADP.

2.19.2. GEPL shall have the right to nominate:

- (i) the chief executive officer of GIL;
- (ii) all other key managerial personnel of GIL, GIL Subsidiaries and GIL JVs, other than the key managerial personnel specifically to be nominated by ADP in terms of Articles 2.19.1 and 2.19.2;



- (iii) the positions listed in the Industrial Partnership Agreement; and
- (iv) two key deputy CXO positions in airports owned by ADP in Paris or abroad.

and the Parties shall, including through the Nomination and Remuneration Committee cause the appointment of such nominees of GEPL.

The roles and responsibilities of each of such key managerial personnel shall be determined by the GIL Board from time to time.

2.19.3. The Nomination and Remuneration Committee shall have the right to recommend to the GIL Board all key managerial persons in accordance, in all cases, with the nominations made in Articles 2.19.1 and 2.19.2 above and the Parties shall take all steps to give effect to such nominations and to appoint the key managerial persons in accordance with such nominations.

2.19.4. GIL shall exercise all such rights as are available to it under applicable Law or under any agreement or otherwise to ensure that the key managerial personnel of GIL recommended for appointment by ADP and GEPL in accordance with Articles 2.19.1 and 2.19.2 shall be so appointed.

2.20. GIL, GIL Subsidiaries and GIL JVs

2.20.1. If and to the extent that a Shareholder entitled under the provisions of Article 2 (*Board of Directors*) has not exercised its right with respect to nomination of directors to the board of directors of any Material Subsidiaries/JVs within 90 days of the Effective Date, the GIL Board shall have the power to nominate the relevant directors of the Material Subsidiaries/JVs (until the relevant shareholder has exercised its right, in which event GIL shall, at the next meeting of the board of directors scheduled after the exercise of such right, give effect to such right).

2.20.2. All resolutions required to be considered by the Shareholders of GIL Subsidiaries which are directly owned by GIL shall be subject to prior consideration by, and approval of, the GIL Board in accordance with these Articles.

2.20.3. Each Party shall exercise its voting rights in GIL (in its capacity as Shareholders of GIL and shareholders of each GIL Subsidiary and GIL JV) to give effect to these Articles.

2.20.4. Each of the ADP Group and GEPL agree to cause GIL (and GIL's Nominee Directors on the board of directors of each GIL Subsidiary and GIL JV) to vote on each matter at each meeting of the board of directors of the relevant GIL Subsidiary and GIL JV in accordance with, and compliant with, any decision taken in respect of such matter by the GIL Board. Further, where the GIL Board has decided on any Reserved Matter in relation to GIL, the Parties shall vote on each matter at each General Meeting and shareholder meeting of each GIL Subsidiary and GIL JV in accordance with, and compliant with, any decision taken in respect of such matter by the GIL Board.

3. SHAREHOLDERS' MEETINGS

3.1. Notice of Shareholders' Meetings

3.1.1. GIL shall hold not less than one general meeting of the Shareholders ("**General Meeting**") in any given calendar year as its annual General Meeting in accordance with the Act and not more than 15 months shall elapse between consecutive annual General Meetings. All General Meetings shall be held in English.

3.1.2. A General Meeting may be called by the GIL Board either *suo moto* when GIL proposes to undertake any action that statutorily requires the approval of the shareholders or when requisitioned by the Shareholders of GIL who represent at least 10% of the share capital of GIL.



51



- 3.1.3. The period of notice required for any General Meeting shall be 21 clear days unless the requisite numbers of members consent to short notice in accordance with the Act.
- 3.1.4. A notice of a General Meeting shall (i) be in English; (ii) specify an explanatory statement specifying the date, time and agenda of such General Meeting; (iii) include copies of all papers relevant for such General Meeting; and (iv) be sent via e-mail. No discussion, action, vote or resolution with respect to any item not included in the explanatory statement and agenda of any meeting shall be taken at any General Meeting.

3.2. Chairperson

The Chairperson of the GIL Board shall be the chairperson of the General Meeting. In the absence of the Chairperson, the Directors shall from amongst themselves elect a chairman for such General Meeting.

3.3. Quorum

The quorum for a General meeting of GIL, duly convened and held, shall be as required under applicable Law. The Parties agree that (a) where any Reserved Matter is required to be considered at a General Meeting under applicable Laws, then the GIL Board shall not call for an extra-ordinary General Meeting unless the concerned Reserved Matter has been approved at the GIL Board level, and (b) no member of either Promoter Groups shall call for a General Meeting for discussing or transacting any Reserved Matters unless agreed upon in writing by both ADP and GEPL.

3.4. Voting

- 3.4.1. A Shareholder may be present at and may vote at any General Meeting in person, by proxy or attorney or by a duly authorised representative, and any such proxy, attorney or representative shall be counted for the purposes of constituting a quorum, to the extent permissible under applicable Law. Voting on all matters to be considered at a General Meeting shall be way of e-voting / polls in accordance with the Act.
- 3.4.2. The Shareholders shall be entitled to participate, be counted towards quorum and vote in General Meetings by e-voting, postal ballot or any other means, subject to applicable Law.
- 3.4.3. In a General Meeting or otherwise (where the Shareholders are required to approve or provide their consent in respect of any matter under these Articles or otherwise), each Promoter Group agrees to vote as shareholders of GIL in the following manner in order that the decision of the Shareholders reflects the decision of the GIL Board in respect of matters approved by the GIL Board:
- (a) any matter relating to the appointment or removal of the Directors, the Chairperson and the Officers, or the remuneration of such persons: in favour of such matter; and
 - (b) any matter which is not covered under Article 3.4.3(a),
 - (i) which is a Reserved Matter approved by at least one nominee Director of each Promoter Group on the GIL Board: in favour of such matter; and
 - (ii) which is not a Reserved Matter: in favour of, or abstain from voting in respect of, such matter.

4. UNDERTAKINGS

- 4.1. GIL hereby undertakes and covenants to the ADP Group and the GMR Group that:
- (i) it shall use all reasonable endeavours to ensure that the Business is conducted in accordance with good business practice, the highest ethical standards;



- (ii) to the extent within its power, GIL shall not facilitate any Disposal of Securities by any Shareholder which is in breach of these Articles;
- (iii) GIL and each GIL Subsidiary shall keep and maintain proper, complete and accurate Books and Records in accordance with applicable Law and prepared in accordance with Ind AS;
- (iv) the Books and Records of GIL and each GIL Subsidiary shall be duly audited by the auditors annually as soon as possible after the end of each Financial Year and as required from time to time pursuant to applicable Law;
- (v) they shall use all reasonable endeavours to obtain and maintain in full force and effect all approvals, consents and licences necessary for the conduct of the Business and shall comply with all material applicable Law in the conduct of the Business;
- (vi) subject to applicable Law and the shareholders' agreement of the relevant GIL Subsidiary (if any), GIL, GIL Subsidiaries and GIL JVs shall provide such information to the Shareholders as may be required by them under applicable Law, including for the purpose of making any statutory filings or any other general financial reporting of their group; provided that in case of GIL JVs, the obligation shall only be to the extent of the information required is indeed required and made available to GIL;
- (vii) no Director, officer, employee, agent or any of their respective delegates of, or nominated by, GIL shall take any action purporting to commit GIL, GIL Subsidiaries and GIL JVs in relation to any of the Reserved Matters unless such Reserved Matter has been approved in accordance with Article 5 (*Reserved Matters*);
- (viii) GIL has and shall make all reasonable endeavours to procure that the GIL Subsidiaries and GIL JVs shall, adopt (to the extent the same have not already been adopted) and comply with the Corporate Policies, including in relation to anti-corruption and anti-bribery, as agreed between GEPL and ADP from time to time, and if requested, shall provide the Directors such information and access as they may reasonably request to verify compliance with the Corporate Policies;
- (ix) without prejudice to Article 2.13.5 (*Directors' interests and conflicts*) and Article 5 (*Reserved Matters*), if GIL or any GIL Subsidiary or GIL JV procures any goods or services from any Shareholder or its Affiliates, those goods or services shall be procured on an arms' length commercial basis and in accordance with applicable Law;

4.2. The Parties shall do or cause to be done all acts, deeds and things as required to ensure, so far as they are respectively able to do by the exercise of such rights and powers in their capacity, including Shareholders of GIL, so that full effect is given to the provisions of these Articles.

4.3. Notwithstanding anything contained in these Articles and subject to Article 5.2, it is hereby clarified that any rights to be exercised (and obligations to be performed) by GIL in respect of GIL Subsidiaries and/or GIL JVs shall be limited to the rights available to GIL and/or GIL Subsidiaries through the relevant shareholders' agreements/joint venture agreement entered into by GIL and/or GIL Subsidiaries with respect to such GIL Subsidiaries and/or GIL JVs and that the Shareholders, shall procure that the terms and conditions of these Articles shall be complied with, and GEPL and ADP shall procure that the directors nominated by them to the GIL Board shall comply with the terms and conditions of these Articles.

5. RESERVED MATTERS

5.1. No resolution shall be adopted or decision or action be taken by GIL in respect of itself or in respect of any GIL Subsidiary, GIL JVs or Material Subsidiary/JVs (to the extent such matter is expressly stated as applicable to GIL Subsidiaries, GIL JVs or Material Subsidiary/JVs in general and/or specifically applicable to one or more named of them under **Schedule 1**) in any manner, including by:



- (i) the GIL Board, at a meeting of the GIL Board, or by Circular Resolution or Remote Participation, as the case may be;
- (ii) the Shareholders, at any General Meeting;
- (iii) the board of directors, shareholders, committees or otherwise of any GIL Subsidiary, GIL JVs or Material Subsidiary/JVs (to the extent such matter is expressly stated as applicable to GIL Subsidiaries, GIL JVs or Material Subsidiary/JVs in general and/or specifically applicable to one or more named of them under **Schedule 1**); or
- (iv) otherwise in any other manner, including by any committee or governance body of GIL,

in respect of any of the matters specified in **Schedule 1** (“**Reserved Matters**”), unless such matter is approved by at least 1 GMR Director and 1 ADP Director at a GIL Board (or a committee thereof) meeting or, by the representatives of both GEPL and ADP at a General Meeting. Provided, however that, the written consent of at least 1 GMR Director and 1 ADP Director shall be required in case of any Circular Resolution in respect of any Reserved Matter to be adopted by the GIL Board. The Parties agree to review and revise, on a best efforts basis, the thresholds specified in the Reserved Matters list set out in **Schedule 1** after 2 years from the Effective Date and thereafter, after every 2 years until the 16th anniversary from the Effective Date.

5.2. Notwithstanding anything contained in Article 2.1, it is hereby clarified that Reserved Matters in respect of the GIL Subsidiaries, GIL JVs or Material Subsidiary/JVs (to the extent such matter is expressly stated as applicable to GIL Subsidiaries, GIL JVs or Material Subsidiary/JVs in general and/or specifically applicable to one or more named of them under **Schedule 1**) shall be limited to the rights available to GIL through the relevant shareholders’ agreements entered into by GIL or the relevant GIL Subsidiary, GIL JV or Material Subsidiary/JVs, as the case maybe, that may be exercised by GIL as a shareholder or through any directors nominated by GEPL or ADP directly or indirectly to the board of directors/committees of any GIL Subsidiary and GIL JV. In the event any Reserved Matter right (to the extent such matter is expressly stated as applicable to GIL Subsidiaries, GIL JVs or Material Subsidiary/JVs in general and/or specifically applicable to one or more named of them under **Schedule 1**) cannot be exercised at the level of any GIL Subsidiary, GIL JV or Material Subsidiary/JVs for any reason, such Reserved Matter shall be considered by the GIL Board and GEPL and ADP shall procure that the Directors nominated by them share with each other all relevant information in relation to such Reserved Matter and discuss and agree on the necessary action to be taken in relation to such Reserved Matter.

5.3. It is further agreed that any consent in relation to the Reserved Matters shall apply only in relation to the particular Reserved Matter specified in the relevant notice and shall not constitute, or be deemed to constitute in any manner, a general consent for any other Reserved Matter.

6. BUSINESS PLAN

6.1. The Parties agree that a Business Plan (including for the Material Subsidiaries/JVs) shall be adopted by GIL on the Effective Date which shall be the applicable Business Plan for a five-year period commencing from the Effective Date. Such Business Plan shall be substantially similar to the business plan adopted by the board of directors of erstwhile GMR Airports Limited and in force prior to the Effective Date.

6.2. The Business Plan and the Budget for GIL and the Material Subsidiaries/JVs shall be prepared based on the key terms set forth in **Schedule 3** of these Articles, and include details of operations, financial, capital expenditure of all assets operated at the time and other relevant targets shall be prepared/updated and approved annually for a period of five years from April 1 following its approval by the Business Plan Committee. In order to ensure that each of ADP and GEPL have adequate notice for planning purposes, GIL shall, in cooperation with GEPL and ADP and on a best effort basis,



provide a 'soft' non-binding Budget to each of the GEPL and ADP no later than four months prior to the commencement of each Financial Year.

- 6.3. No later than February 15 of each year, GIL shall prepare and submit to the Business Plan Committee a draft Business Plan and Budget commencing from the immediately succeeding April 1. In the event that the Business Plan Committee is not able to reach an agreement on such Business Plan by March 1 immediately following the submission of the draft Business Plan and Budget, a Deadlock shall be deemed to have arisen. Upon a Deadlock in relation to the Business Plan or Budget, the Business Plan Committee shall refer the Deadlock to the chief executive officers of ADP and GEPL for expeditious resolution. Should the Deadlock not be resolved at least 15 days prior to the relevant April 1 from which the Business Plan or Budget is intended to apply, the matter shall be referred to the GIL Board, where the Business Plan or Budget shall be approved by a simple majority, taking in account the casting vote of the Chairperson under Article 2.8 (with the approval of at least one (1) GMR Director).
- 6.4. In the normal course of business, if there is any regulatory or tariff order by any Governmental Authority which is made applicable on GIL or the Material Subsidiaries/JVs, then such regulatory or tariff order shall be updated in the then applicable Business Plan and Budget within one month of such order in accordance with the process for approval of any Business Plan and Budget as set forth in these Articles. Such Business Plan and Budget shall then become the updated and approved Business Plan and updated and approved Budget for the relevant period. Further, in the event, there is any material change in the business portfolio including bidding wins, acquisitions, divestments or exits from any concession or business, the same shall be updated in the then applicable Business Plan and Budget within three months of such material change in accordance with the process for approval of any Business Plan and Budget as set forth in these Articles.
- 6.5. The Parties agree that the GIL Board shall be presented a comparison of GIL's and the Material Subsidiaries/JVs' actual operating performance with the Budget on a quarterly basis, in a format agreed with GEPL and ADP.
- 6.6. In the event that GIL fails to meet the Business Plan Metrics at least twice in a five-year period during which such Business Plan applies, the Parties shall mutually discuss and agree: (a) on any changes required to the key managerial personnel of the relevant GIL Subsidiary and/or GIL JV; and (b) following the expiry of a period of 10 years from the Effective Date, on any changes required to the key managerial personnel of GIL.
- 6.7. In the event that there is a Deadlock in relation to the approval of the Business Plan, then subject to Article 6.3, the last Business Plan approved by ADP Directors and GMR Directors shall continue to apply until the resolution of such Deadlock pursuant to Article 6.3 above, updated only to account for any regulatory changes in applicable Law.

Notwithstanding anything contained herein, in case of any Imposed Business Plan, or, in case of the application of the last Business Plan approved by ADP Directors and GMR Directors in terms of Article 6.7 hereof, for the limited purposes of determining whether monetary amounts set out for Reserved Matters are being triggered, the 'last Budget approved by ADP' shall refer to and be deemed to be the Budget applicable to the year during which the decision is made, provided however that, in the event there is an Imposed Business Plan, the applicable approved levels referenced in the relevant Reserved Matter shall be revised upwards by 20% in excess of the levels included in the Budget for the relevant year of the last Business Plan approved by ADP.

7. DEADLOCK

The terms and conditions in relation to a Deadlock (*as defined under the SHA*) shall be set out in in Clause 9 of the SHA.

8. EVENT OF DEFAULT



55



The terms and conditions in relation to an Event of Default and an ADP Put Option Trigger Event (*in each case, as defined under the SHA*) and the consequences thereof, shall be set out in Clause 10 of the SHA.

9. INFORMATION RIGHTS

- 9.1. Subject to applicable Law, GIL shall provide to ADP any information requested by ADP with respect to GIL and the Material Subsidiaries/JVs (to the extent GIL can procure the provision of such information) that is consistent with ADP and its main shareholder's requirements as a listed company in France and is considered reasonable by the GIL Board.

10. TRANSFER OF SECURITIES

10.1. Transfer of Securities

- 10.1.1. It is agreed among the Parties that during the pendency of these Articles, the GMR Group and the ADP Group shall not Transfer any or all of the Securities held in GIL to any Person other than in accordance with the terms and conditions of these Articles. It is further agreed among the Parties that any Transfer of Securities by a Shareholder shall at all times be subject to such Transfer being in compliance with applicable Law including the receipt of necessary Governmental Approvals. For abundant caution, it is clarified that (a) no Party shall Transfer any Securities to a Person which is, or which is incorporated in a jurisdiction which is, subject to Sanctions or is on a Sanctions List, through a negotiated sale process where the identity of the purchaser is known to the concerned Party, and (b) each Party shall instruct their respective stock brokers to use all reasonable endeavours not to Transfer any Securities to a Person which is, or which is incorporated in a jurisdiction which is, subject to Sanctions or is on a Sanctions List, where the Transfer is not being undertaken through a negotiated sale process and the identity of the purchaser is not known to the concerned Party.

For the purposes hereof:

“**Sanctions**” means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (A) the United States government, (B) the United Nations, (C) the European Union, (D) the United Kingdom, or (E) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury (“**OFAC**”), the United States Department of State, and Her Majesty's Treasury (“**HMT**”) (together “**the Sanctions Authorities**”).

“**Sanctions List**” means the ‘Specially Designated Nationals and Blocked Persons’ list maintained by OFAC, any other similar list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities. ‘Sanctions List’ shall also include a Person which is incorporated in or undertakes substantial part of its business in the People’s Republic of China and/or the Islamic Republic of Pakistan.

- 10.1.2. It is clarified that where the ADP Group or the GMR Group are entitled to purchase any Securities from another Shareholder pursuant to these Articles, then they may themselves or through their Affiliates or nominees (in whole or in part) purchase such Securities, provided, however, that such nominee shall not be a Competitor. This substitution right shall be limited to a circumstance where members of the ADP Group, or the GMR Group (as applicable), are unable to purchase the Securities directly, including on account of restrictions under applicable Law or Contracts entered into by GIL, GIL Subsidiaries or GIL JVs. Upon the exercise of such right, members of the ADP Group or the GMR Group (as applicable) and such other Person referred to above, shall act as a block and the ADP Group or the GMR Group (as applicable) shall have the sole and exclusive right to exercise all rights and remedies under these Articles.



56



10.1.3. Any Transfer of Securities in violation of the provisions of these Articles shall be void *ab initio* and the Parties shall do everything in their power to not recognise such Transfer or any purported transferee as a shareholder.

10.1.4. Except in cases as expressly provided herein, GEPL shall, subject to Article 10.4, at all times procure that the: (a) members of the GMR Group, collectively own at least 26% of the Share Capital (or such lower percentage as adjusted based on this Article 8.1.4) (the “**Minimum Shareholding Condition**”); and (b) members of the GMR Group (other than GEPL) retain Control of GEPL, (together, with the Minimum Shareholding Condition, the “**Control Conditions**”) provided, however that the requirement to fulfil the Minimum Shareholding Condition shall be waived until 6 (six) years from the Effective Date, subject to the following conditions:

- (i) at the fifth anniversary of the Effective Date, the GMR Group shall hold a minimum of 20% of the Share Capital (or such lower percentage as adjusted based on this Article 10.1.4);
- (ii) if at the fifth anniversary of the Effective Date, the GMR Group holds less than 26% of the Share Capital (or such lower percentage as adjusted based on this Article 10.1.4 read with Article 10.4), then between the fifth anniversary and sixth anniversary of the Effective Date, the GMR Group shall not be permitted to Transfer any Securities held by any member of the GMR Group which reduces the GMR Group’s shareholding to below 26% of the Share Capital (or such lower percentage as adjusted based on this Article 10.1.4 read with Article 10.4); and
- (iii) at the 6th anniversary of the Effective Date, the GMR Group shall be in compliance with the Minimum Shareholding Condition,

(the six-year period commencing from the Effective Date, the “**Waiver Period**”).

By way of abundant caution, it is clarified that in the event of any further issuance of equity shares / convertible securities by GIL, merger of GIL or any other dilutive corporate actions undertaken by or of GIL (including through a qualified institutional placement or similar exercise, but except pursuant to the Capital Raise) or any other permitted Transfers by the GMR Group as specified in these Articles, the Minimum Shareholding Condition shall automatically stand reduced proportionate to the extent of dilution resulting from such event.

10.1.5. The Parties agree and acknowledge that GEPL shall immediately notify the ADP Group in the event the GMR Group ceases to comply with any Control Condition (“**Control Condition Non-fulfilment Notice**”). Without prejudice to the foregoing, ADP shall also be entitled to issue a Control Condition Non-Fulfilment Notice to GEPL if it becomes aware that the GMR Group has ceased to comply with any Control Condition. The GMR Group shall be required to cure any failure to comply with the relevant Control Condition(s) within a period of 30 Business Days from the Control Condition Non-fulfilment Notice, provided that the ADP Group holds a minimum of such percentage of the Equity Share Capital at such time which is 1% less than the minimum shareholding requirement applicable to the GMR Group at such time.

10.1.6. Notwithstanding anything contained to the contrary herein or elsewhere, it is agreed that no Shareholder shall: (A) at any time Transfer any Securities to a Competitor other than in the context of a sale of 100% of the Securities of GIL held by both Promoter Groups, or (B) Transfer any Security in breach of any Implementation Contract entered into by GIL, GIL Subsidiaries or GIL JVs (and as currently in force), unless amended with the prior approval of ADP and the GEPL in respect of the breached provision.

10.1.7. The Parties agree that the Transfer restrictions as set forth in these Articles and/or in the Articles shall not be capable of being avoided by the holding of Securities indirectly through a company or other entity (or one or more companies or entities either alone or together in any combination or under contract) that can itself (or the securities in it) be sold in order to Transfer an interest in Securities free of restrictions imposed under these Articles. Any Transfer, issuance or other Disposal of any securities (or other interest) resulting in any change in the Control, directly or indirectly, of a Shareholder, or of



any Affiliate of a Shareholder which holds, directly or indirectly, any Securities, shall be treated as being a Transfer of the Securities held by such Shareholder, and the provisions of these Articles that apply in respect of the Transfer of Securities shall thereupon apply in respect of the Securities so held. For the avoidance of doubt and notwithstanding anything to the contrary:

- (A) no restriction of any kind shall apply to direct or indirect transfer of securities in ADP or, subject to Article 10.1.4, to direct or indirect transfer of securities in GEPL; and
- (B) GEPL shall be permitted to undertake an indirect Transfer of Securities with the prior consent of ADP (acting reasonably and in good faith), provided that, such Transfer of Securities is by a member of the GMR Group to a financial investor that is a reputed sovereign fund or pension fund or infrastructure fund or as listed in **Schedule 13** of the SHA (which list may be updated from time to time with mutual agreement between GEPL and ADP) where: (a) GEPL discloses to ADP the rights and entitlements in respect of the management and governance of GIL being shared with such investor transferee; (b) such management and governance rights of such transferee does or shall not adversely impact the rights of ADP in respect of the management and governance of GIL, and (c) the GMR Shareholders continue to hold Beneficial Ownership of at least 10% of the Share Capital in GIL.

10.1.8. Nothing contained in this Article 10 shall apply to any Transfer of Securities: (a) pursuant to the exercise of any rights of invocation of a Lien on the Securities of any Shareholder, *provided that* the acquirer of such Securities shall not be entitled to any rights of the transferring Shareholder or its Group under these Articles, and shall only be entitled to rights available to an ordinary shareholder under Law; and (b) to an Affiliate (provided that such Affiliate is not a Competitor) of the relevant Promoter Group, provided that such Affiliate executes a Deed of Adherence.

10.1.9. ADP agrees that it shall comply with the Agreed Equity Shareholding Ratio at all times, provided, however that,

- (A) ADP's obligation under this Article 10.1.9 shall cease to apply in the event that: (I) the FCCBs or the OCRPS have been converted into Equity Shares as a consequence of a default under the FCCB Transaction Documents, or as permitted therein, or in accordance with the OCRPS Subscription Agreement, (II) the OCRPS are automatically converted in Equity Shares on account of ADP holding such OCRPS as on the date falling 35 business days prior to the date of expiry of the 20-year tenure of the OCRPS, (III) ADP exercises its ADP Put Option in accordance with the SHA, or (IV) upon the GMR Group failing to comply with the Minimum Shareholding Condition in accordance with and subject to Article 10.1.4 read with Article 10.4.

It is understood and agreed that if the GMR Group is not in compliance with the Minimum Shareholding Condition during the Waiver Period, ADP shall not be: (a) required to sell any Securities for purposes of complying with the Agreed Equity Shareholding Ratio during such period; and (b) permitted (directly or indirectly, or through nominees) to purchase or otherwise acquire additional Securities in GIL or in any manner (directly or indirectly) to increase its holding of Equity Shares.

- (B) the GMR Group shall be permitted to Transfer the Securities held by them in GIL despite such Transfer resulting in ADP's failure to comply with the Agreed Equity Shareholding Ratio (provided that such Transfer, after the Minimum Shareholding Condition becoming applicable, does not result in the GMR Group breaching the Minimum Shareholding Condition in accordance with Article 10.1.4 read with Article 10.4) ("**AESC Flout Sale**"). provided that GEPL shall endeavour to increase the GMR Group's ownership of the Share Capital to enable the ADP Group to comply with the Agreed Equity Shareholding Ratio within a period of 24 months from such AESC Flout Sale ("**AESC Threshold Increase Period**").

During the AESC Threshold Increase Period, ADP shall not be construed to be in breach of its obligation under this Article 10.1.9 if it is unable to comply with the Agreed Equity



58



Shareholding Ratio solely on account of an AESC Flout Sale and to the extent of its inability to comply with the Agreed Equity Shareholding Ratio on account of an AESC Flout Sale. It is clarified that if the GMR Group is unable to increase the GMR Group's ownership of the Share Capital to enable the ADP Group to comply with the Agreed Equity Shareholding Ratio within the AESC Threshold Increase Period, then ADP shall be required within a period of 24 months from the expiry of the AESC Threshold Increase Period to Transfer such number of Equity Shares in GIL to any third party, as is required to ensure compliance with the Agreed Equity Shareholding Ratio. It is agreed that in undertaking this sale, ADP and GEPL shall in the first instance seek to undertake a Transfer of Securities from ADP to GEPL to the extent required to meet the Agreed Equity Shareholding Ratio. In the event that such sale by ADP to GEPL is not completed for any reason within a period of 60 days from initiation of a discussion for such sale between ADP and GEPL, ADP shall undertake such sale to any third party (other than a Competitor) and GEPL shall provide all necessary assistance and cooperation to the ADP Group as may be reasonably required by the ADP Group, upon such request by ADP, for Transfer of such Securities by the ADP Group to a third party.

10.1.10. Notwithstanding anything contained in these Articles, ADP shall have the right to: (a) Transfer the FCCBs in accordance with the terms and conditions set forth in the FCCB Transaction Documents; and (b) convert the OCRPS in accordance with the terms and conditions set forth in the OCRPS Subscription Agreement. It is understood and agreed that any Transfer of the OCRPS shall be subject to Articles 10.1.1, 10.1.2, 10.1.3, 10.1.6, 10.1.7, 10.1.8, 10.3 and 10.4.

10.2. Coordinated Sale Process

10.2.1. In the event that any member of a Promoter Group (a "Transferring Shareholder") proposes to Transfer any or all of the Securities held by it to a third Person (a "Third Party Purchaser"), the Transferring Shareholder shall first deliver a written notice (a "Coordinated Sale Notice") to the ADP Group or GEPL, as applicable (the "Non-Transferring Shareholder") (it being understood and agreed that the provisions of this Article 10.2 shall not apply in the event that (A) the Transferring Shareholder proposes to Transfer Securities for purposes of maintaining the Agreed Equity Shareholding Ratio, or (B) the GMR Group as the Transferring Shareholder proposes to Transfer: (a) Securities to its Affiliate(s), (b) Securities to lenders, creditors or to whom any financial commitment is owed by the GMR Group member pursuant to the terms of the agreement under which such loan or credit was availed or financial commitment assumed, or (c) Securities aggregating to 3% or less of the Share Capital to a third Person) that they propose a coordinated sale process to be initiated in respect of a portion of the Equity Shares held by each Promoter Group (the "Coordinated Sale Process").

10.2.2. Within a period of 30 days of the date of receipt of the Coordinated Sale Notice, the Non-Transferring Shareholder shall issue a notice to the Transferring Shareholder either: (a) confirming their intention to pursue a Coordinated Sale Process, in which case, the Promoter Groups shall endeavour in good faith to agree the basis and terms upon which such Coordinated Sale Process shall proceed; or (b) notifying the Transferring Shareholder that they do not intend to participate in a Coordinated Sale Process.

10.2.3. If the Promoter Groups are unable to agree the basis and terms upon which a Coordinated Sale Process should proceed within a period of three months from the date on which the Non-Transferring Shareholder issues a notice under Article 10.2.2(a), or if the Non-Transferring Shareholder issues a notice under Article 10.2.2(b), or if no response is received from the Non-Transferring Shareholder within the 30-day period prescribed under Article 10.2.1, then Article 10.3 shall apply.

10.3. Right of First Offer

10.3.1. Upon the occurrence of any event under Article 10.2.3, the Transferring Shareholder shall deliver a written notice ("ROFO Notice") to the Non-Transferring Shareholder (it being understood and agreed that the provisions of this Article 10.3 shall not apply in the event that (A) the Transferring Shareholder proposes to Transfer Securities for purposes of maintaining the Agreed Equity Shareholding Ratio, or (B) the GMR Group as the Transferring Shareholder proposes to Transfer: (a) Securities to its



Affiliate(s), (b) Securities to lenders, creditors or to whom any financial commitment is owed by the GMR Group member pursuant to the terms of the agreement under which such loan or credit was availed or financial commitment assumed, or (c) Securities aggregating to 3% or less of the Share Capital to a third Person):

- (i) specifying the number of Securities proposed to be Transferred by the Transferring Shareholder to the Third Party Purchaser ("**Transfer Securities**"); and
- (ii) offering to the Non-Transferring Shareholder an opportunity to make an offer to purchase any or all of the Transfer Securities (either directly, or through any third party nominated by it, not being a Competitor ("**Nominee Purchaser**") ("**ROFO**").

10.3.2. If the Non-Transferring Shareholder wishes to purchase (either directly, or through a Nominee Purchaser) all and not less than all of the Transfer Securities, it shall deliver a written notice (the "**Exercise Notice**") to the Transferring Shareholder within a period of 30 Business Days from the ROFO Notice specifying the price at which the Non-Transferring Shareholder or the Nominee Purchaser (as applicable) is willing to purchase the Transfer Securities ("**ROFO Price**").

10.3.3. If the Non-Transferring Shareholder delivers an Exercise Notice within the specified time period and the Transferring Shareholder accepts the ROFO Price, the Transferring Shareholder shall by a notice to the Non-Transferring Shareholder communicate such acceptance to the Non-Transferring Shareholder ("**ROFO Acceptance Notice**"). The Parties hereby agree that the Transfer of the Transfer Securities shall be completed within a period of 90 days from date of issuance of the ROFO Acceptance Notice or such extended period as may be required for the Non-Transferring Shareholder or the Nominee Purchaser (as applicable) to obtain necessary consents and Governmental Approvals (if any).

10.3.4. If: (i) the Non-Transferring Shareholder fails to deliver the Exercise Notice within the specified time period; (ii) the Transferring Shareholder accepts the ROFO Price, but the Transfer of the Transfer Securities is not completed within the 90-day or extended period; the Transferring Shareholder shall be entitled to Transfer the Transfer Securities subject to the applicable restrictions on Transfer pursuant to these Articles, provided that, if completion of the sale and Transfer of the Transfer Securities to the Third Party Purchaser is not completed within the period of 90 days (or any longer period necessary for the completion of the transaction if the Third Party Purchaser must obtain consents or Governmental Approvals for the completion of the transaction), the Transferring Shareholder's right to sell and Transfer the Transfer Securities to such Third Party Purchaser shall lapse, and the provisions of Article 10.2 shall once again apply to all the Securities held by the Transferring Shareholder (including the Transfer Securities).

10.3.5. If the Transferring Shareholder declines to accept the ROFO Price (if the ROFO has been validly exercised), the Transferring Shareholder shall be entitled to Transfer the Transfer Securities subject to the applicable restrictions on Transfer pursuant to these Articles, but at a price which is higher by at least 2% than the ROFO Price to a Third Party Purchaser, provided that, if completion of the sale and Transfer of the Transfer Securities to the Third Party Purchaser is not completed within the period of 90 days (or any longer period necessary for the completion of the transaction if the Third Party Purchaser must obtain consents or Approvals for the completion of the transaction), the Transferring Shareholder's right to sell and Transfer the Transfer Securities to such Third Party Purchaser shall lapse, and the provisions of Article 10.2 shall once again apply to all the Securities held by the Transferring Shareholder (including the Transfer Securities).

10.4. Permitted Transfer

10.4.1. Notwithstanding any contained to the contrary in these Articles or otherwise, nothing in these Articles shall restrict, limit or impede in any manner, a Promoter Group from Transferring: (a) Securities to its Affiliate(s), (b) Securities to lenders, creditors or to whom any financial commitment is owed by the relevant Promoter Group pursuant to the terms of the agreement under which such loan or credit was



availed or financial commitment assumed, or (c) Securities to a third Person up to 3% of the Share Capital.

- 10.4.2. At any time after the Minimum Shareholding Condition becoming applicable, if upon the GMR Group Transferring up to 3% of the Share Capital at any time, the ownership of the GMR Group of the Share Capital reduces below the Minimum Shareholding Condition, then GEPL shall endeavour to increase the GMR Group's ownership of the Share Capital to meet the Minimum Shareholding Condition within a period of 24 months ("**Threshold Shareholding Increase Period**"). It shall be deemed that the GMR Group shall not be in breach of the Minimum Shareholding Condition until the expiry of the Threshold Shareholding Increase Period, unless upon the expiry of the Threshold Shareholding Increase Period, it has failed to increase the GMR Group's ownership of Share Capital to the Minimum Shareholding Condition.
- 10.4.3. If, upon the Minimum Shareholding Condition becoming applicable, GMR Group is, within Threshold Shareholding Increase Period:
- (A) able to increase the GMR Group's ownership of Share Capital to the Minimum Shareholding Condition but is unable to increase the GMR Group's ownership of the Share Capital to enable the ADP Group to comply with the Agreed Equity Shareholding Ratio, then the consequences set out in Article 10.1.9(B) shall apply and ADP shall be required within a period of 24 months from the expiry of the AESC Threshold Increase Period to Transfer such number of Equity Shares in GIL, as is required to ensure compliance with the Agreed Equity Shareholding Ratio in a manner similar to the mechanism set out in Article 10.1.9(B).
 - (B) the GMR Group is unable to increase the GMR Group's ownership of Share Capital to the Minimum Shareholding Condition, then ADP's obligation to comply with the Agreed Equity Shareholding Ratio shall cease to apply in accordance with Article 10.1.9(A)(IV).
- 10.4.4. Upon the increase of the GMR Group's ownership of Share Capital to the Minimum Shareholding Condition pursuant to the Article 10.4.3(A) above, the GMR Group shall not be permitted to reduce its ownership in the Share Capital below the Minimum Shareholding Condition, for a period of 9 months from the expiry of the Threshold Shareholding Increase Period.

11. DIVIDENDS

Subject to the Business Plan and the Budget, the Parties agree to adopt a dividend policy for GIL, GIL Subsidiaries and GIL JVs that is based on the principle of dividend maximisation, subject to applicable Law (in the case of GIL Subsidiaries and GIL JVs, subject to the limitations set out in Article 4.4 and 5.2).

12. FUNDING

- 12.1. Subject to Article 12.1, no Shareholder shall be required to subscribe for any further Securities or to provide any additional funding for GIL (or guarantees or indemnities on behalf of GIL) which, for the avoidance of doubt, shall include any additional funding by way of loan note subscriptions or required to increase the working capital requirements of any project company. GIL, the GIL Subsidiaries or the GIL JVs may only issue or allot Securities with the requisite agreement of all the Parties (in the case of GIL Subsidiaries and GIL JVs, subject to the limitations set out in Articles 4.4 and 5.2).
- 12.2. If GIL requires further funding in the reasonable opinion of the board of directors of the relevant company, such additional funding shall preferably be first financed by available cash of the relevant company or sought by means of additional debt finance. In the event that an issuance of new Securities is needed (which at all times is subject to the approval of each of GEPL and ADP), each Shareholder shall have the right to subscribe to such issuance in proportion to its shareholding in the relevant company and shall have a priority right to subscribe for the portion of the issuance which has not been subscribed for by the other Shareholders.



61



13. TRANSFER OF RIGHTS AND DEED OF ADHERENCE

13.1. Notwithstanding anything contained in these Articles, at any time following the Effective Date, upon the GMR Shareholders or the ADP Shareholders ceasing to hold Beneficial Ownership of at least 10% of the Share Capital (the Promoter Group of such Shareholder, the "**Diluted Promoter Group**"), then, without the requirement of any further action from any Party, (A) all rights, powers and entitlements of the Diluted Promoter Group under these Articles in respect of the Securities held by such Diluted Promoter Group; shall automatically stand vested with the other Promoter Group, and (B) all rights, powers and entitlements of the Diluted Promoter Group under these Articles in respect of the Securities held by such Diluted Promoter Group shall cease to be exercisable by such Diluted Promoter Group and shall be exercisable by the other Promoter Group. For the avoidance of doubt, it is hereby clarified that, unless otherwise agreed elsewhere in these Articles, all obligations of the Diluted Promoter Group under these Articles shall remain with such Promoter Group until the termination of these Articles. For avoidance of doubt, it is clarified that, notwithstanding anything contained to the contrary herein or elsewhere, the GMR Group shall continue to have management Control over GIL until the GMR Shareholders hold Beneficial Ownership of at least 10% of the Share Capital in GIL.

13.2. The Parties agree that any Person who acquires all (and not less than all) the Securities held by a Promoter Group in accordance with these Articles and enters into a Deed of Adherence shall be entitled to all rights of the transferring Promoter Group.

14. CONFIDENTIALITY

The terms and conditions in relation to confidentiality obligations of the Parties shall be set out in Clause 22 of the SHA.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. These Articles and any non-contractual obligations arising out of or in connection with these Articles shall be governed by and construed in accordance with the laws of the Republic of India.

15.2. Other than in the event of a Deadlock, all disputes, controversies or claims arising out of or in connection with these Articles, including the breach, termination or invalidity thereof ("**Dispute**"), shall be referred to and finally settled under the Rules of the London Court of International Arbitration ("**LCIA Rules**"), which LCIA Rules are deemed to be incorporated by reference into this Article. The arbitration tribunal shall be composed of three arbitrators, the two Parties in dispute shall each be entitled to nominate one arbitrator in each case within the time periods set out in the LCIA Rules and the third arbitrator being nominated by agreement of the Party-nominated arbitrators within 30 days of the confirmation of the appointment of the second arbitrator. The venue and seat of the arbitration shall be London and the arbitral proceedings shall be conducted in the English language. Any award of the arbitral tribunal may be entered into judgment and enforced by any court having jurisdiction.

15.3. The Parties hereby agree and acknowledge that the arbitration award granted in accordance with this Article 15 shall be final and binding and conclusive upon the Parties. In the event of a dispute arising from or relating to these Articles or the breach thereof, the Party prevailing in such dispute shall be entitled to recover all reasonable attorneys' fees and expenses and arbitral and arbitral-related costs.

16. PAYMENTS

16.1. Without prejudice to Article 16.3 and subject to applicable Law, a Shareholder shall be entitled to designate any Person to receive any payment to which it would otherwise be entitled under the terms of these Articles provided that if any Shareholder designates another Person to receive payment, the payer is not subject to any incremental costs and/or liability (including any Tax liabilities) by reason of payment to such designated Person instead of the relevant Shareholder.



62



- 16.2. In the event that any payment to a Shareholder under these Articles requires any Governmental Approval, the other Parties shall provide all reasonable assistance to that Shareholder required in connection with obtaining such Governmental Approval, including supplying any information and documentation that may be requested by any Governmental Authority.
- 16.3. If the payment of any amount due to any Shareholder under these Articles requires the approval of a Governmental Authority under applicable Law, the Party liable to pay such amount shall:
- (i) pay to the relevant Shareholder the maximum amount permitted to be paid without such approval under applicable Law;
 - (ii) remain liable to pay the remainder to the relevant Shareholder as liquidated damages; and
 - (iii) take all necessary steps, including procurement of requisite approvals from Governmental Authorities, to pay such liquidated damages to the relevant Shareholder as soon as possible.

17. NOTICES

- 17.1. Any notice in connection with these Articles to GEPL and its Affiliates and ADP and its Affiliates shall be given to such addresses as intimated by them to the Company from time to time.



SCHEDULE 1 – RESERVED MATTERS

S. No.	Reserved Matter
1.	<i>Corporate Affairs</i>
(a)	Any amendment to the memorandum of association or of the articles of association or other constitutional documents of GIL, or any GIL Subsidiary or GIL JV.
(b)	The incorporation of any new legal entity or the acquisition, purchase, sale or transfer of any legal entity, business or activity.
(c)	The entry into of any joint venture or any merger, spin-off, demerger, consolidation, reorganisation, restructuring, transfer of a branch of activity, involving GIL or any GIL Subsidiary or GIL JV.
(d)	The listing of securities of any GIL Subsidiary or GIL JV.
(e)	Any capital raise by GIL, including the Capital Raise, and any decisions in relation to such Capital raise, including selection of bankers or other intermediaries, consultants and advisors.
(f)	Any voluntary arrangement entered into by GIL or any GIL Subsidiary or GIL JV with its creditors or the filing for creditor protection procedures, pre-insolvency or insolvency, debt restructuring or resolution plan with respect to any loans or facilities (provided such loans or facilities have an impact of more than the higher of 1% or INR200 crore on the net debt of GIL on a consolidated basis), liquidation, corporate insolvency resolution, dissolution or winding up etc. of GIL or of any GIL Subsidiary or GIL JV, or any other similar procedures.
(g)	The acquisition, sale, transfer, lease or licence of any asset or business (including any acquisition/sale/transfer of shares, securities, business, shareholder loan etc.) by GIL or any GIL Subsidiary or GIL JV, other than as expressly provided in the last Budget approved by ADP, or if not provided in the last Budget approved by ADP, in excess of INR75 crore.
(h)	The acquisition for a consideration in excess of INR70 crore or disposal for a consideration in excess of INR150 crore of any freehold or leasehold interests by GIL or of any GIL Subsidiary or GIL JV, other than as expressly provided in the last Budget approved by ADP.
(i)	The initiation of any claim, dispute, litigation, arbitration or mediation proceedings (other than debt collection in the ordinary course of trading), or the settlement or waiver of any right in connection therewith by GIL or of any GIL Subsidiary or GIL JV, including paying, discharging, settling or satisfying any material claims, liabilities or obligations or proceedings for payments in excess of INR50 crore other than payment, discharge, settlement or satisfaction, in the ordinary course of business consistent with past practice.
(j)	Any diversification or any change of the activity or Business of GIL or of any GIL Subsidiary or GIL JV and any sale or interruption of the main activity of GIL or any GIL Subsidiary or GIL JV, other than as expressly provided in the last Budget approved by ADP.
(k)	Any fixed asset investment or capital expenditure by GIL or any GIL Subsidiary or GIL JV for a value in excess of INR75 crore above the last Budget approved by ADP.
(l)	Delisting of GIL.
(m)	Material amendment to the powers and duties of the CEO, CFO or COO or other key positions.
(n)	Any increase or decrease in the size of the board of directors of GIL or the Material Subsidiaries/JVs.
(o)	Any agreement involving, directly or indirectly, any of GIL or any GIL Subsidiary or GIL JV on one hand, and any of its direct or indirect officers, shareholders or affiliate company or any person related to the latter (other than arrangements between GIL and the GIL Subsidiaries or GIL JVs) for a value in excess of INR25 crore above the last Budget approved by ADP.
(p)	Any amendment having a value in excess of INR70 crore to any airport concession or any other concession of any nature, where GIL or any of the GIL Subsidiary or GIL JV is the Concessionaire, other than pursuant to the last Budget approved by ADP.
(q)	Related Party Transactions involving Raxa Security Services Limited, other than existing contracts or renewals with less than a 10% annual escalation.
(r)	Any amendment, termination, cancellation, renewal, settlement or modification of any liabilities of GIL in respect of GMR Rajahmundry Energy Limited or the GPUIL Group Debt or initiating,



S. No.	Reserved Matter
	defending or settling any proceedings in relation to GMR Rajahmundry Energy Limited or the GPUIL Group Debt.
(s)	Any annual reports or offer documents issued to the public, to any Stock Exchange or to any Governmental Authority in relation to GIL, GIL Subsidiaries of GIL JVs.
(t)	Any redemption of FCCBs initially subscribed to by ADP or its Affiliates or any decisions in respect of the FCCBs or any changes to the terms of the FCCBs, including in respect of interest on FCCBs or any type of refinancing or cancellation of the FCCBs, in each case, irrespective of whether ADP or its Affiliates are the holder of the FCCBs.
2.	Capital Structure
(a)	Any variation having a value in excess of INR70 crore in the Share Capital of GIL or the GIL Subsidiaries or GIL JVs that is not wholly-owned, or any issuance of debt instrument over INR70 crore other than expressly provided by the last Budget approved by ADP.
(b)	Any amendment to or any issuance of new preferred shares, options, warrants, bonds, free shares, or any other rights or Securities giving access or right to subscribe for or convert into shares of GIL, GIL Subsidiaries or GIL JVs.
(c)	Issuance, cancellation, repurchase, redemption or reduction or buy-back of any Securities in GIL or the GIL Subsidiaries or GIL JVs.
(d)	The declaration or payment of any dividend (interim or final) or other payment out of distributable reserves or premiums or amounts in relation to any shares in GIL not in consonance with the agreed dividend policy, or more generally by any subsidiary that is not wholly-owned.
(e)	Entering into agreements relating to financing or refinancing (over and above the ones expressly provided by the last Budget approved by ADP, including the key terms and conditions of such borrowings), any decision by GIL or any GIL Subsidiary or GIL JV to incur, increase or amend the terms and conditions (including any prepayment) of any borrowing or indebtedness which are in excess of INR200 crore.
(f)	Entering into, termination, cancelation, renewal or modification of any security, pledge, guarantee or off-balance sheet commitments or other similar agreements which could imply a commitment of GIL or any GIL Subsidiary or GIL JV exceeding individually, or in the aggregate on a 12-month period, INR75 crore (other than in relation to the supply of goods or services in the normal course of trading).
(g)	The subscription or granting of any loans (including shareholder loan) or credit by GIL or any GIL Subsidiary or GIL JV (other than those provided by the last Budget approved by ADP, including the key terms and conditions of such borrowings or grant of credits if in the ordinary course of business) of over INR50 crore and excluding transactions between GIL and GIL Subsidiaries.
(h)	Any material change in the treasury policy of any of the GIL Subsidiaries or GIL JVs.
3.	Business Activities
(a)	The incurring of any capital expenditure commitment in excess of INR75 crore by GIL or any GIL Subsidiary or GIL JV, other than as expressly provided in the last Budget approved by ADP.
(b)	Approval of any major changes in the accounting policies
(c)	The granting by GIL or any GIL Subsidiary or GIL JV of any performance bonds, encumbrances, sureties, endorsements, deposits other than in the ordinary course of business or already authorised pursuant to the items above.
(d)	Any decision which would be an Event of Default as defined under the SHA.
(e)	Any strategic partnership with a third party or any significant change in the business of GIL or any GIL Subsidiary or GIL JV where the contract value or contractual liability is in excess of INR75 crore, other than as expressly provided in the last Budget approved by ADP.
(f)	Entry into, amendment or termination of any joint venture agreements where the contract value or contractual liability is in excess of INR50 crore (if not already provided in the last Budget approved by ADP).
4.	General
(a)	Entering into any binding agreement or arrangement in relation to any foregoing matters.



SCHEDULE 2 – ROLES AND RESPONSIBILITIES OF THE DEPUTY CHIEF EXECUTIVE OFFICER

The position of the deputy chief executive officer of GIL will report to chief executive officer (CEO) of GIL. The incumbent will be responsible for participating in formulation of strategies to enable operating plans and support the business operations of various businesses in Airports sectors by focusing upon:

- A) Perform Consultative, Supportive roles to CEO and participate in the following councils:
- IT Council and digitization road-map
 - Commercial, Joint Ventures & Adjacencies Council
 - Airline Marketing Council
 - Management Committee reviews, including all material investment, financing, supplier or construction contracts and for any transfer, disposal or acquisition of material assets. This should in any case comprise of:
 - o GIL business committee
 - o GHIAL business committee
 - o DIAL business committee
 - o Any other new airport business committee, as agreed between the parties
 - New business development, portfolio enhancement, new revenue streams and value creation for existing Airports
- B) Be Responsible and Accountable for:
- Having oversight on business planning processes
 - Focus on competency development and Aviation Academy
 - Sustainability initiatives
 - Build international partnerships in the Airport sector
 - Suggest improvement areas in Operations, Business Development, Commercial and Passenger Experience
- C) Be informed of
- Delegation of powers given by the CEO to other management people
 - Nomination of the directors of the boards of non material subsidiaries
- D) For new Airports, be responsible for:
- Commercial readiness
 - Scale-up systems and processes
 - Setting-up and ramping-up teams and Talent Development
 - Collaborate with Project Development team to commission new Airports
 - Play Supportive roles in new bids

The incumbent will collaborate with business leaders and key stakeholders to identify opportunities for simplifying the processes, accelerating our positive impact to passengers and enhance their experience and building high quality, scalable and sustainable business processes. He will have the ability to request, in agreement with the CEO, specific audit (internal or external) on any business processes of the group companies. He will be responsible for identifying transformation projects, develop roadmap and value cases for such interventions and driving the transformational changes in GIL through effective change in management.

Detailed RASCI, shall be prepared in context of roles played by other stakeholders and shall be mutually agreed among the Parties in due course.



SCHEDULE 3 – BUSINESS PLAN AND BUDGET

Requirements of Business Plan

- Business Plan shall be prepared in accordance with Ind AS and include the following:
 - Background Models: Traffic/KPI based financial models of all the Material Subsidiaries/JVs prepared on an Indian generally accepted accounting principles (“IGAAP”) basis and projected financial statements (including cash flow, profit and loss and balance sheet). Translation or recasting of IGAAP plans on an IndAS basis, with specific assumptions on the inter company transactions and other accounting treatments.
 - Consolidated GIL: Consolidation of financial statements derived from background models in accordance with accounting consolidation methodology used in annual accounts.
 - Solo GIL: Standalone financial statement projections of GIL including forecasts for contributions to/from assets (capital infusions, dividends (the Parties agree that dividends as assumed in such Solo GIL model would not have any bearing on the final dividend distribution or Business Plan Metrics), fees, shareholder loan repayments).
 - KPIs: Summary of certain asset based KPI forecasts (debt ratios, SPPs, RE KPIs, etc.) as well as consolidated KPI forecasts (ROE, ROCE, FFO, debt metrics etc.).
- Business Plan file shall include projections for all years until expiry of latest concession of GIL. However, shareholder determination mechanism (Business Plan as defined in these Articles) will focus on each upcoming five years.
- Business Plan shall include historical performance of at least past three years with sufficient details.
- Budget targets shall be driven from approved Business Plan.

Requirements of Budget

- Each Budget of GIL and the Material Subsidiaries/JVs shall be prepared annually, with the following information shown on a monthly basis:
 - Detailed information about budgets of the Material Subsidiaries/JVs
 - Key financial statements and material KPIs, on a monthly basis
- In addition, the Budget will also provide the following:
 - Explanations of key assumptions
 - A risk matrix and downside/upside scenario analysis
- Fiscal Year Budget: A bottom-up detailed budget shall be approved before March 31 of each year to serve as the Budget of next Financial Year. Main targets of the Budget shall be derived from the approved Business Plan.
- Soft Budget: In order to address ADP budget requirements a brief non-binding Budget shall be prepared, on a best effort basis, jointly with co-operation of both GIL and ADP, before end of November of each year covering January to December of the following year. For preparation of the soft Budget most up to date and accurate version of the Business Plan shall be used.
- Monthly Analysis: Following each month-end, GIL shall prepare an actual/Budget analysis using IGAAP basis with explanations of variances and revised year end estimation according to actualizations.
- Mid-Year Review: According to findings derived from monthly analysis. Business Plan Committee shall make a mid-year review before 15th January and decide whether an update to Fiscal Year Budget or Business Plan is required or not.



- GIL will make sure that the Material Subsidiaries/JVs will send draft budget sufficiently in advance so that no voting by GIL at asset/subsidiary level can be performed without the prior approval of ADP through the Business Plan Committee



SCHEDULE 4 – GIL SUBSIDIARIES/JVs

Part A – GIL Subsidiaries

GIL – Direct Subsidiaries

1. GMR Infra Developers Limited
2. Raxa Security Services Limited
3. GMR Corporate Affairs Limited
4. GMR Corporate Centre Limited#

GIL – Indirect Subsidiaries

1. GMR Airports Limited
2. GMR Business Process and Services Private Limited
3. Delhi International Airport Limited (“**DIAL**”)
4. GMR Hyderabad International Airport Limited (“**GHIAL**”)
5. GMR Nagpur International Airport Limited
6. GMR Airports (Mauritius) Limited#
7. GMR Kannur Duty Free Services Limited
8. GMR Goa International Airport Limited (“**GGIAL**”)
9. GMR Airports International B.V. (“**GAIBV**”)
10. GMR Airport Developers Limited
11. GMR Hospitality Limited
12. GMR Airports Netherlands B.V. (“**GANBV**”)
13. GMR Visakhapatnam International Airport Limited (“**GVIAL**”)
14. Delhi Airport Parking Services Private Limited
15. Delhi Duty Free Services Private Limited
16. GMR Airports Singapore Pte. Ltd.
17. GMR Airports Greece Single Member SA
18. GMR Hospitality and Retail Limited
19. GMR Air Cargo and Aerospace Engineering Limited
20. GMR Aero Technic Limited
21. GMR Hyderabad Aerotropolis Limited
22. GMR Hyderabad Aviation SEZ Limited
23. GMR Hyderabad Airport Assets Limited
24. PT Angkasa Pura Aviassi

Under the process of winding up/strike off.



Part B – GIL JVs**

	DIAL JVs	Shareholding Percentage of DIAL
(i)	Celebi Delhi Cargo Terminal Management India Private Limited	26
(ii)	TIM Delhi Airport Advertising Private Limited	49.9
(iii)	Delhi Aviation Fuel Facility Private Limited	26
(iv)	Travel Food Services (Delhi Terminal 3) Private Limited	40
(v)	Delhi Aviation Services Private Limited	50
(vi)	Digi Yatra Foundation	14.8 % by DIAL and 14.8% by GHIAL

*** For the purposes of this Agreement, GMR Bajoli Holi Hydropower Private Limited (wherein DIAL holds 20.86% shares) would not be considered as a GIL JV.*

	GHIAL JVs	Shareholding Percentage of GHIAL / its Subs
(i)	Laqshya Hyderabad Airport Media Private Limited	49
(ii)	ESR GMR Logistics Private limited (JV of GMR Hyderabad Aerotropolis Limited)	30

	GAIBV JVs	Shareholding Percentage of GAIBV
(i)	GMR Megawide Cebu Airport Corporation, Philippines (GMCAC)	33.33%
(ii)	Megawide GMR Construction Joint Venture Inc.	50
(iii)	Globemerchant, Inc	33.33 % (held through GMCAC which holds 100% in Globemerchant)

	GMCAC JVs	Shareholding Percentage of GMCAC
(i)	SSP – Mactan Cebu Corporation	50%
(ii)	Mactan Travel Retail Group Corporation	50%

	Other JV	Shareholding Percentage of GIL
(i)	Heraklion Crete International Airport S.A	21.64 % by GMR Airport Greece SMSA



We, the several persons whose names and addresses are hereunder subscribed below are desirous of being formed into a Company in pursuance of these Articles of Association

Sl. No.	Names, Address, and occupation of the Subscribers	Signature of subscribers	Signature of witness and his name address, description and occupation
1.	GRANDHI MALLIKARJUNA RAO S/o. G. China Sanyasi Raju 8-2-621/1/F. Road No. 10 Banjara Hills, Hyderabad Occupation : Business	Sd/-	
2	G. VARALAKSHMI W/o Grandhi Mallikarjuna Rao 8-2-621/1/f, Road No. 10 Banjara Hills Hyderabad Occupation: Housewife	Sd/-	
3	BODA VENKATA NAGESWARA RAO S/o B. Venkateswara Rao H. No. 1-10-1/249/1, Shook Nagar Extension, Hyderabad- 500 020 Occupation: Business	Sd/-	
4	BODA VISALAKSHI W/o B.V. Nageswara Rao H. No. 1-10-1/249/1, Ashok Nagar Extension, Hyderabad- 500 020 Occupation: Housewife	Sd/-	Sd/ K. Srinivasa Rao S/o K. Venkateswara Rao 1408, Babu Khan Estate, Basher Bagh Hyderabad 500 001 Chartered Accountants
5	OBBLISETTI BANGARU RAJU S/o. Neelachalam Plot No. 7, Suryanagar Karkana Hyderabad Occupation : Business	Sd/-	
6	OBBLISETTI SANTHI W/o O. Bangaru Raju Plot No. 7, Suryanagar Karkana Hyderabad Occupation: Housewife	Sd/-	
7	S.S.N. MURTHY S/o S. Narasimha Murthy C/o GMR Vasavi Industries Ltd. Opp. Grameen Bank 'A' Colony Srikakulam- 532 001 Occupation: Business	Sd/-	

Dated this 25th day of April 1996 at Hyderabad

