UPDATE

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

Optiemus Infracom Limited

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Processing Centre
Plot No. 6,7, 8, Sector 5, IMT Manesar, Manesar, Haryana, India, 122050

Corporate Identity Number: L64200DL1993PLC054086 / L46524DL1993PLC054086

SECTION 13(1) OF THE COMPANIES ACT, 2013

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

The shareholders of M/s OPTIEMUS INFRACOM LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on null altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

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

Given under my hand at ROC, CPC this TENTH day of MARCH TWO THOUSAND TWENTY SIX

Document certified by *.mca.gov.in.

Digitally signed by
*.mca.gov.in
Date: 2026.03.10 10:56:11 IST

Brijesh Kain

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

Central Processing Centre

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

OPTIEMUS INFRACOM LIMITED

K-20, 2nd Floor Lajpat Nagar-II, NA, New Delhi- 110024, Delhi, India

भारत सरकार–कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

नाम परिवर्तन के पश्चात नया निगमन प्रमाण–पत्र

कॉर्पोरेट पहचान संख्या L64200DL1993PLC054086

मैसर्स Akanksha Cellular Limited

के मामले में, मैं एतद्द्वारा सत्यापित करता हूँ कि मैसर्स
Akanksha Cellular Limited

जो मूल रूप में दिनांक सत्रह जून उन्नीस सौ तिरानवे को कम्पनी अधिनियम, 1956 (1956 का 1) के अधीन मैसर्स
AKANKSHA FINVEST LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रूप में रह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य विभाग, नई दिल्ली की अधिसूचना सं. सा.का.नि 507 अ दिनांक एस.आर.एन. दिनांक 30/06/2011 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स 24.6.1985 B10935021
Optiemus Infracom Limited

हो गया है और यह प्रमाण–पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण–पत्र दिल्ली में आज दिनांक तीस जून दो हजार ग्यारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, National Capital Territory of Delhi and Haryana

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : L64200DL1993PLC054086

In the matter of M/s Akanksha Cellular Limited

I hereby certify that Akanksha Cellular Limited which was originally incorporated on Seventeenth day of June Nineteen Hundred Ninety Three under the Companies Act, 1956 (No. 1 of 1956) as AKANKSHA FINVEST LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B10935021 dated 30/06/2011 the name of the said company is this day changed to Optiemus Infracom Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Delhi this Thirtieth day of June Two Thousand Eleven.

Optiemus Infracom Limited * Certified * New Delhi

Registrar of Companies, National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

*Note: The corresponding form has been approved by MANMOHAN JUNEJA, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed Certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:

Optiemus Infracom Limited
FLAT NO. 317, COMPETENT HOUSE,, F-14, CONNAUGHT CIRCUS,
NEW DELHI - 110001,
Delhi, INDIA

Certified True Copy

OPTIEMUS INFRACOM LIMITED

Vikas Chandra
Company Secretary & Compliance officer,
M. No.- A22263
UGF-2, Plot No. 129, Sector-4
Vaishali, Ghaziabad, U.P-201010

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L64200DL1993PLC054086

मैसर्स AKANKSHA FINVEST LIMITED

के मामले मे, मैं एतदद्वारा सत्यापित करता हूँ कि मैसर्स
AKANKSHA FINVEST LIMITED

जो मूल रूप में दिनांक सत्राह जून उन्नीस सौ तिरानवे को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
Akanksha Finvest Limited

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य विभाग, नई दिल्ली की अधिसूचना सं.सा.का.नि 507 (अ) दिनांक 24.6.1985 एस.आर.एन A71366702 दिनांक 28/10/2009 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
Akanksha Cellular Limited

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा दिल्ली में आज दिनांक अठाईस अक्तूबर दो हजार नौ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, National Capital Territory of Delhi and Haryana

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : L64200DL1993PLC054086

In the matter of M/s AKANKSHA FINVEST LIMITED

I hereby certify that AKANKSHA FINVEST LIMITED which was originally incorporated on Seventeenth day of June Nineteen Hundred Ninety Three under the Companies Act, 1956 (No. 1 of 1956) as Akanksha Finvest Limited having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A71366702 dated 28/10/2009 the name of the said company is this day changed to Akanksha Cellular Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Delhi this Twenty Eighth day of October Two Thousand Nine.

Sd/-

(MANMOHAN JUNEJA)

कम्पनी रजिस्ट्रार / Registrar of Companies
राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा
National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:

Akanksha Cellular Limited
FLAT NO. 317, COMPETENT HOUSE,, F-14, CONNAUGHT CIRCUS,
NEW DELHI - 110001,
Delhi, INDIA

Certified True Copy

For OSTWAL INTERNATIONAL LIMITED

COMPANY No. 55-54036

Certificate for Commencement of Business

व्यापार प्रारंभ करने का प्रमाण-पत्र

Pursuant to section 149 (3) of the Companies Act, 1956
कम्पनी अधिनियम १९५६ की धारा १४९ (३) के अनुसरण में

I hereby certify that the.....AKANKSHA FINVEST LIMITED,.....

.....

मैं एतद द्वारा प्रमाणित करता हूं कि ..... आकांक्षा फिनवेस्ट लिमिटेड

.....

which was incorporated under the Companies Act, 1956 on
जो कि कम्पनी अधिनियम, १९५६ के अन्तर्गत पंजीकृत की गई थी दिनांक 27 ज्येष्ठ, 1915

the.....SEVENTEENTH.....day of.....JUNE..... 1993.

and which has field a duly verified declaration in the
और जिस ने कि यथावत् निर्धारित प्रपत्र में सत्यापित घोषणा पत्र प्रस्तुत

prescribed from that the conditions of section
कर दिया है कि उस ने धारा १४९ (२) (क) से (ग)

149 (2) (a) to (c) of the said Act, have been complied with, is entitled
की सभी शर्तों का अनुपालन कर दिया है, अतः व्यापार आरंभ करने का

to commence business.
अधिकारी है।

Given under my hand at.....NEW DELHI.....
मेरे हस्ताक्षर से आज दिनांक.....18 .....आषाढ़, ... 1915.....

this.....NINTH.....day of..... .....JULY.....

One thousand nine hundred and..... .....NINTY-THREE.....
को जारी किया गया।

Sd/-
(वी० एस० गलगली)
कम्पनी रजिस्ट्रार
दिल्ली एवं हरियाणा
(V. S. GALGALI)
Registrar of Companies
DELHI & HARYANA

Certified True Copy

प्रारूप एक
Form 1
निगमन का प्रमाण-पत्र

Certificate of Incorporation

सं० 55-54086 ..... सन् ..... 1915 .....

No. 55-54086 .....of.....19...93-94.....

मैं एतद् द्वारा प्रमाणित करता हूं कि आज ..... अकांक्षा फिनवेस्ट .....

..... लिमिटेड .....

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

I hereby certify that..... ..AKANKSHA FINVEST LIMITED.....

.....

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

मेरे हस्ताक्षर से आज ता० ... 27 ज्येष्ठ, ... 1915 ... को दिया गया ।

Given under my hand at.....NEW DELHI.....this..... SEVENTEENTH .... day of . JUNE ..One thousand nine hundred and.....NINETY THREE.....

कम्पनी रजिस्ट्रार दिल्ली एवं हरियाणा

Sd/-
(एच. एस. शर्मा)
अपर कम्पनी रजिस्ट्रार
दिल्ली एवं हरियाणा
(H. S. SHARMA)
Addl. Registrar of Companies
DELHI & HARYANA

OPTIMUS INFRACOM LIMITED

Certified True Copy

सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Delhi
4th Floor, IFCI Tower 61, New Delhi, Delhi, India, 110019

Corporate Identity Number: L64200DL1993PLC054086

SECTION 13(1) OF THE COMPANIES ACT, 2013

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

The shareholders of M/s OPTIEMUS INFRACOM LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 29-09-2022 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

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

Given under my hand at New Delhi this Twenty first day of November Two thousand twenty-two.

DS DS MINISTRY OF CORPORATE AFFAIRS (GOVT OF INDIA)

MANGAL RAM MEENA

Registrar of Companies
RoC - Delhi

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

OPTIEMUS INFRACOM LIMITED

K-20, 2nd Floor, Lajpat Nagar-II, New Delhi, Delhi, India, 110024

Certified True Copy

OPTIEMUS INFRACOM LIMITED

सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Delhi
4th Floor, IFCI Tower 61, New Delhi, Delhi, India, 110019

Corporate Identity Number: L64200DL1993PLC054086

SECTION 13(1) OF THE COMPANIES ACT, 2013

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

The shareholders of M/s OPTIEMUS INFRACOM LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on -- altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

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

Given under my hand at New Delhi this Fifth day of April Two thousand seventeen.

DS Ministry of Corporate Affairs (Govt of India) 23

ANJALI POKHRIYAL
Assistant Registrar of Companies
Registrar of Companies
RoC - Delhi

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

OPTIEMUS INFRACOM LIMITED

K-20, 2nd Floor, Lajpat Nagar-II, New Delhi, Delhi, India, 110024

Certified True Copy

OPTIEMUS INFRACOM LIMITED

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)

उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L64200DL1993PLC054086

मैसर्स Akanksha Cellular Limited

के अंशधारकों ने दिनांक 23/06/2011 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम,1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतदद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

दिल्ली में यह प्रमाण-पत्र, आज दिनांक चौबीस जून दो हजार ग्यारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, National Capital Territory of Delhi and Haryana

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956
Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

Corporate Identity Number : L64200DL1993PLC054086

The share holders of M/s Akanksha Cellular Limited having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 23/06/2011 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

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

Given at Delhi this Twenty Fourth day of June Two Thousand Eleven.

Registrar of Companies, National Capital Territory of Delhi and Haryana
कम्पनी रजिस्ट्रार , राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

*Note: The corresponding form has been approved by RABI BARUA, Assistant Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed Certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:

Akanksha Cellular Limited
FLAT NO. 317, COMPETENT HOUSE,, F-14, CONNAUGHT CIRCUS,
NEW DELHI - 110001,
Delhi, INDIA

Certified True Copy

OPTIEMUS INFRACOM LIMITED

भारत सरकार–कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

कम्पनी अधिनियम, 1956 की धारा 18(1) (क)

उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L64200DL1993PLC054086

मैसर्स AKANKSHA FINVEST LIMITED

के अंशधारकों ने दिनांक 05/01/2009 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम,1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतदद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

मेरे हस्ताक्षर द्वारा दिल्ली में यह प्रमाण-पत्र, आज दिनांक तेईस अक्तूबर दो हजार नौ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, National Capital Territory of Delhi and Haryana

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

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

Corporate Identity Number : L64200DL1993PLC054086

The share holders of M/s AKANKSHA FINVEST LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 05/01/2009 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

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

Given under my hand at Delhi this Twenty Third day of October Two Thousand Nine.

Sd/-

(MAHESH CHANDRA SAXENA)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies

राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

AKANKSHA FINVEST LIMITED
FLAT NO. 317, COMPETENT HOUSE,, F-14, CONNAUGHT CIRCUS
NEW DELHI - 110001,
Delhi, INDIA

Certified True Copy

For AKANKSHA FINVEST LIMITED

(THE COMPANIES ACT, 1956)

(COMPANY LIMITED BY SHARES)

MEMORANDUM OF ASSOCIATION

OF

Optiemus Infracom Limited

I. The Name of the Company is **Optiemus Infracom Limited**

II. The Registered office of the Company will be situated in the **National Capital Territory of Delhi**.

III. The objects for which the Company is established are:-

(A) THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY OF ITS INCORPORATION ARE :

1. To carry on the business in India and abroad, of rendering all kinds of communication services including electronic mail, voice mail, video conferencing, paging service, trunk radio service, pay phone, cordless telephone service, cellular mobile telephone service, and consultancy and of trading, export, import, buying, selling of and otherwise dealing in finished, semi-finished raw material of components and equipments, related or connected in whatsoever way with communication or alike industry by itself or in conjunction with and Company, body corporate, person, statutory corporation, government, and to combine with it/them any business or arrangement, for the purpose of upward, or downward or horizontal integration by way of absolute of relative expansion and diversification.

2. To import, buy, sell, distribute, repair, convert, alter, install erect, maintain, let on hire and otherwise deal in all king of electronic voice data and video communication system including EPABX Systems, Electronic Exchanges, Telex equipments, Electronic Telex, Transmitter, Tele printers, Satellite Radio Communication systems, Telephone equipments, Receivers, Repeaters, Modems, Multiplexers, De-multiplexers, Facsimile Systems, Tele-Texi, Video Text, Tele Conferencing and Video-conferencing equipments, Radio paging systems, all kinds of telephone instruments, Mobiles, telephone dialers, cordless telephones, Car Telephones, Walkie Talkies, dicta-phone, intercoms, Telephone Exchanges, Rural Automatic Exchanges, Electronic Exchangers, Coin Collection Boxer,

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Payphones (Public Telephones) all types of Communication equipment, telecommunication equipments, communication receiving set, communication transmitting set, security system, Multi Functional Devices, communication cables, Fiber optic Cables, and all accessories and other similar articles and products and devices and their accessories, spares, stores, parts, components, assemblies and all kinds of instruments, apparatus, appliances and gadgets used for of in connection with any other aforesaid items.

3. To design, develop, maintain, improve, carry out research, prepare, sell, distribute, import, export, market and license, hire, lease and otherwise deal in all kinds of computer software and programme for educational, commercial and industrial use, service and other application of any kind or for any purpose including computers, data processing machines, cards, memory equipments or any other equipments and materials including computer peripherals and accessories of ever king and description useful in connection with computer and electronic hardware and software, programmes, design or other substance or thing used in or with computers and in telecommunications and in data processing, preparation and retrieval products and equipments and to provide business, commercial and productivity solutions and network based information and other services including licensing of computer software and programmes and consultancy services relating all or any of the foregoing matter and things including relating or incidental thereto.

4. To design and develop websites and portals of varied contents for targeting different communities wherever located for information dissemination, community building and other commercial applications, accessible through personal computers, mobile phones or any other wire line of wireless devices and to render consultancy and technical services in areas of telecommunications, electronics, multimedia etc.

5. To provide Services {Whether in relation to information Technology Enabled Services (ITES) or not} including, without limitation, remote help desk management, remote hardware and/or software management, remote customer interaction, customer relationship management and Customer servicing through contact/call centre, Business Process Outsourcing, Back Office Operation and Management Service, Network Management Support, and any other activities related to the business of the company.

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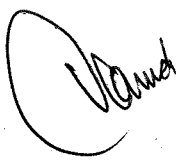

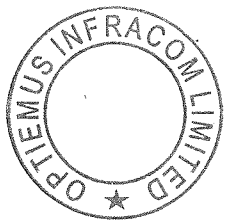

6. To carry on business of construction in the fields of road, shipping, civil aviation, inland waterways, pipelines and airports, wharves, bridge, power, industrial, mechanical, electrical projects of all varieties and descriptions

7. To purchase, take on lease or otherwise acquire any right or interest in any movable or immovable property including but not limited to industrial, commercial, institutional, residential or lands, plots, building, houses or areas within or outside the limits of Municipal Corporation or other local bodies anywhere within the Domain of India or elsewhere to hold, develop or construct as including but not limited to training center, testing center, software development center, information technology center, software or hardware park, corporate park for self use, sale, letting out or sub leasing or any other purpose'.

*8. To carry on the business, directly or indirectly of providing services in India and abroad of assurance, warranties, protection shields or any form of loss/damage prevention & mitigation services pertaining to all electronic and electrical gadgets, device or equipment including but not limited to consumer goods.

**9. To carry on the business of buying, selling, reselling, import, export, transporting, storing, developing, promoting, marketing or supplying, trading, dealing in any manner whatsoever in all type of goods including but not limited to, hearable, wearable, advance licensing, telecom equipment etc. on retail as well as on wholesale basis in India or elsewhere.

***10. To carry on the business of manufacturing, assembling, processing, designing, developing, trading, importing, exporting, buying, selling, marketing, distribution, and otherwise dealing in all kinds of electronic products, telecommunication products, appliances and their components and accessories including but not limited to tempered glass, covered glass, screen protector and related spare parts and materials; and to provide services including consultancy or otherwise in connection with the aforesaid products and activities.

**Amended w.e.f. 25th March, 2017 pursuant to the special resolution passed by shareholders of the Company through postal ballot process.*

***Amended w.e.f. 29th September, 2022 pursuant to the special resolution passed by shareholders of the Company at the 29th Annual General Meeting.*

****Amended w.e.f. 18th December, 2025 pursuant to the special resolution passed by shareholders of the Company through postal ballot.*

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(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE :-

1. To acquire by purchase, lease, exchange or otherwise any movable of immovable property and any rights or privileges which

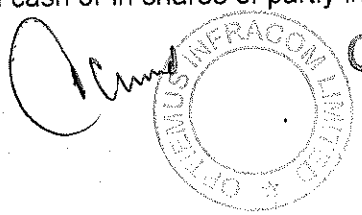
2. To enter into partnership or any arrangement for sharing profits, union of interest, joint venture, reciprocal concession or co-operation with persons or companies carrying on or engaged in the main business of the company.

3. To Import, buy, exchange, alter, improve, and manipulate, in all kinds of plant, machinery, apparatus, tools and things necessary for carrying o the main business of the company.

4. To vest any movable or immovable property, rights or interests acquired by or received of belonging to the company, in any person of persons of company on behalf of or for the benefit of the company and with or without any declared trust in favour of the company.

5. To purchase or otherwise acquire, construct, carry out, equip, maintain, alter, improve, develop, manage, work control and superintend any plants, ware-houses, workshops, sheds, dwellings, offices, shops stores, buildings, telephones, electric and gas works, and all kinds of works machinery, apparatus, labour lines, and houses, warehouses, and such other works and conveniences necessary for carrying of the main business of the company.

6. To acquire and take over the whole or any part of the business, goodwill, trade, marks properties and liabilities of any person of persons, firms, companies or undertakings, either existing of new, engaged in or carrying on or proposing to carry on the main business which this company is authorized to carry on and possessed of any property or rights suitable for the main business of the company and to pay for the same either in cash or in shares of partly in cash and partly in shares.



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7. To undertake or promote scientific research relating to any business or class of business in which the company is engaged in.

8. To negotiate and enter into agreements and contracts with Indian and foreign individuals, companies, corporations and such other organizations for technical, financial or any other assistance for carrying on all or any of the main objects of the Company or for the purpose of activating research and development of manufacturing projects on the basis of know-how, financial participation or technical collaboration and acquire necessary formulae and patent rights for furthering the main objects of the company.

9. Subject to section 391 of the Companies Act, 1956, to amalgamate with another such company or companies having all or any objects similar to the objects a this company in any manner whether with or without object of liquidation of the Company.

10. Subject to the Companies Act, for the time being in force, to undertake or take par in the formation, supervision or control of the main business or operations of any person, firm, body corporate, association, undertaking carrying on the main business of the company is authorized to carry on.

11. To apply for, obtain, purchase or otherwise acquire prolong and renew any patents, patent-rights, brevets de' invention, processes, scientific technical or such other assistance, of all types manufacturing processes, know-how and such other information, designs, patterns, copyrights, trade-marks, licences, concessions and Right or benefits, conferring an exclusive or non-exclusive or limited or right or use thereof, which may seem capable of being used for or in connection with the main objects of the company or the requisition of which may seem directly or indirectly to benefit the company on payment of any fee, royalty or such other consideration of all type and to sue, exercise or develop the same and manufacture under or grant licenses in respect there of sell the same and to spend money in experimenting upon, testing or improving any such patents, inventions, rights or concessions.

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12. To apply for and obtain any orders, shatter, privilege, concession, licenses or authorization of any Government State or such other Authority for enabling the Company to carry on of its main objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the company or For any other such purpose which may seem expedient and to oppose any proceeding or applications which may seem directly or indirectly to prejudice the interests of the company.

13. To enter into any arrangements with any Government or Authorities or any persons or companies that may seem conductive to the main objects of the company or any of them and to obtain from any such Government, Authority, person or any company rights charters, contracts, licenses and concessions which the company may obtain and to carry out, exercise comply and therewith.

14. To procure the Company to be registered or recognized in or under the laws of any place outside India and to do all sets necessary for carrying on in any foreign country the main business of the company.

15. To draw, make, accept, discount, execute and issue bills of exchange, promissory note, bill of lading, warrants, debentures and such other negotiable or transferable instruments or securities of all type and to open bank accounts and to operate the same in the ordinary course of business.

16. To lend money, either or without security to such persons and upon such terms and conditions as the company may deem fit and also to invest and deal with the moneys of the Company, not immediately required, in or upon such investments and in such manner as may, be determined, not being investment company's own shares provided that the company shall not carry on the main business of banking as defined in the banking regulation Act, 1949.

17. Subject to sections 292 and 58A of the company Act, 1956 and the Regulation made there under and the and the directions issued by reserve Bank of India , to receive money of deposits or loans and to borrow or raise money in such manner and at such time or time as the company may determine and in particular by the issue of

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debentures, debenture-stock, perpetual or otherwise and to secure the repayment of any money borrowed raised or owning by mortgage, charge or lien upon all or any of the properties or assertor revenues and profits of the company, both present and future, including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other such other person or company and to give the lender the power to sell and such other powers as may seem expedient and to Purchas redeem or pay off any such securities.

18. To undertake and execute any trusts, the undertaking which may seem to the company beneficial either gratuitously or otherwise in connection with the main business of the company.

19. To establish or promote or concur in establishing or promoting any company for the purpose of acquiring all or any other properties, rights and liabilities of the company.

20. To lease, mortgage, exchange, grant licenses and other rights, improve, manager develop or dispose of undertaking, investments, assets and effects of the company or any part thereof for such consideration as may be conducive to the main business of the company and in particular for any shares stocks, debentures, or such other securities of any other company having main objects altogether or in part similar to those of the company.

21. Subject to the provisions of the Companies Act, 1956, to distribute among the members in specie or otherwise any property of the company or any proceeds of sale or disposal of any property of the company in the event of winding up.

22. To distribute as bonus shares among the members or to place to reserve or otherwise to apply, as the company may, from time to time, deem fit, in any moneys received by way of premium on debentures, issued at a premium by the company and any moneys received in respect of forfeited shares, and moneys arising from the sale by the company of forfeited shares,, subject to the provisions of the companies act, 1956.

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23. To employ agents or experts to investigate and examine into the conditions, prospects, value, character and circumstances of main business concerns and undertaking and generally of any assets, properties or rights which the company proposes to acquire.

24. To create any reserve fund, sinking fund, insurance fund or any other such special funds whether for depreciation, repairing, improving, research extending or maintaining any of the properties of the company or for any other such purpose conducive to the main objects of the company.

25. Subject to the provisions of section 292 and 293 A of the companies Act, 195 subscribe, contribute, gift or donate any moneys, rights or assets for any nati educational, religious, charitable, scientific, public, general or useful objects or to gifts or donations of moneys or such other assets to any institutions, clubs, social associations, funds, universities, collage or any individual, body of individuals or bodies corporate.

26. To establish and maintain or procure for the establishment and maintenance of contributory or no-contributory pension or superannuation, provident or gratuity for the benefit of and give or procure the giving of the donations, gratuities, pens allowances, bonus or emoluments to any persons who are or were at any time the employment or service of the company, or any company which is s subsidiary the company is allied or associated with the company or with any such diary company who are or were at any time directors or officers of the company any other such company and the wives, widow, families and dependants of such persons and also to establish and subsidies and subscribe to any institute associations, clubs or funds of or to advance the interests and well-being company or any such other company or persons as aforesaid and make pay to or towards is the insurance of any such persons and to do any other me either alone or conjunction with any other company.

27. To establish for any of the main objects of the company branches or to any firm or firms at places in or outside India as the company may determine.

28. To pay for any property or rights acquired by or for any services rendered to company and in particular to remunerate any person, firm or company introduction business to

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the company either in cash or fully or partly-paid up shares with or out preferred or deferred right in respect of dividend or repayment of capital otherwise or by any securities which the company has power to issue or by the of any rights or options or partly in one ode and partly in another and such terms as the company may determine.

29. To pay out of the funds of the company all costs, charges and expenses of and dental to the formation and registration of the company and any company promoted by the company and also all costs, charges, duties, damages and penses of and incidental to the acquisition by the company of any property or as .

30. To send out to foreign countries, its directors, employees or any other such person for investigating possibilities of any business or trade for procuring buying any machinery or establishing trade connections or for promoting the business of the company and to pay all expenses incurred in connection therewitle.

31. To compensate for loss of office of any managing director or directors or such of officers of the company within the limitations prescribed under the companies 1956 or such other statutes or rules having the force of law and to make payment any person whose office of employment or duties may be determined by virtue of transaction in which the company is engaged in.

32. To agree to refer to arbitration any disputes, present or future, between the company and any such other company, firm, individual or any other such body and to submit the same to arbitration in India or abroad either in accordance with Indian or any foreign system of law.

33. To appoint agents, sub-agents, dealers, managers, canvassers, sale representatives or salesman for transacting the business which this company is authorized to carry on and to constitute, agencies of the company in India or in any other country and to establish units and agencies in different parts of the world.

34. To guarantee the performance of contracts undertaken by persons, firms or companies carrying on or authorized to carry on any business or businesses which this company

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is authorized to carry on and to guarantee the payment of iiabilities of any such persons, firms or companies.

(C) THE OTHER OBJECTS ARE :-

1. To carry on the business as traders, importers and exporters of and dealer in aluminum utensils, steel utensils and all other such types of utensils and kitchen requisites of all types.

2. To act as business consultants, give advice, to engage in dissemination of information in all aspects of business organization and industry and to advise upon the means and methods for extending and developing systems or processes relating to production, storage, distribution, marketing and securing of orders for sale of goods in India and abroad and / or relating to the rendering of services.

3. To carry on the business of running metro Lorries, motor taxis, mini buses and conveyances of all kinds and to transport passengers and goods and to do the business of common carriers.

4. To carry on the business of wholesale or retail, or otherwise as interior decorators and furnishers, upholsters, and dealers, in an hirers, repairers, cleaners, stores and warehouses of furniture, carpets, linoleums, furnishing fabrics and such other floor covering of all types household utensils, china and glass goods, fittings, curtains and such other household requisites of all types.

5. To carry on business as brewers, distillers, bottlers, canners, preservers, coopers dehydrators, molesters and merchants of and dealers in fruits, herbs, vegetables, plantar and liquors of every description such as Indian made foreign liquors, country liquors and by products there form, whether intoxicating or not, tonics, vitamin, beverages flavored drinks, nectar, punch, aerated waters and drinks whether soft or otherwise.

6. To carry on the business tobacconists in all its branches and to sell, make-up and manufacture tobacco, tobacco, cigarettes and snuff.

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7. To act as cargo agents, insurance agent, ship brokers, charter contractors, ship, agents, packing, forwarding and clearing agents, salvers removers, wrack removers, wreck raisers, auctioneers, inspectors and observers of quality custom-house agents, commission agents and general sales agents for any of liners, steam-ship companies, railways and transport companies or any such.

8. To carry on the business of cold storage of fruits, vegetables, seeds, fish, agricultural products, milk, dairy products, and such other perishable items.

9. To carry on the business of productions, distribution or exhibition of films and pictures and the running of theatres, cinemas, studios and cinema to shows and exhibitions.

10. To trade, deal in and the undertake manufacturing of bricks, tiles, pipes, cement and building construction requisites and to carry on the business of contractors, architects, decorators and furnishers, and to acquire, hold, molasses take on lease, exchange or otherwise deal in land buildings, houses bungalows, shops, here distilments, of any tenure of freehold for residential or purposes.

11. To cultivate grow, produce or deal in any agricultural, vegetable or fruit product to carry on of the business of farmers, dairymen, milk contractors, farmers, rice and flour milling, purveyors and vendors of mild and milk condensed milk and powdered milk, cream, cheese, butter, poultry, fruits, cash crops and provisions of all kinds.

12. To cultivate tea, coffee, rubber and any other such similar produce of all types carry on the business of planters in all its branches, to carry on and do the of cultivators, winners and buyers of every kind of vegetable mineral or produce of the soil, dispose of and deal in any such produce either in its manufactured or raw state and either by wholesale or retail.

13. To carry on the business as manufacturers of or dealers in pulp and paper of all and articles made from paper and pulp, card boards, straw board and wall papers and packaging cartons and news papers and newsprints.

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14. To carry on the business of purchase and sale of petroleum products, to dealers and distributors and for petroleum companies, to run service stations repair and servicing of automobiles and to manufacture or deal in fuel oils, and greases.

15. To carry on the business as iron-founders, makers of scientific, industries surgical instruments, mechanical engineers and manufacturers of agric implements and such other machinery related thereto, steel castings and for boiler-makers, mill wrights, machinists, iron and steel castings, tool makers, brass founders, metal boiler-makers, mill wrights, machinists, iron and steel converters, and to buy manufacture, repair, convert, alter, let on hire and deal in machinery, implant and rolling stock.

16. To carry on business as hoteliers, motellers, restaurant owners, sweet meat me chants, refreshment room proprietors, refreshment contractors and own and garages, shops, stores, godowns, bars, refreshment rooms, cafeterias, discotheque restaurants and places for sale, custody, bailment, deposit or protection of valuable goods and commodities.

17. To carry on the business of manufacturing and dealing, assembling, buying selling, reselling, exchanging, altering, repairing, importing, hiring, letting on hire distributing or dealing in motor cars, motor cycles, scooters, motor bused motor lorries, motor vans, trucks, locomotive engine, trains and all other such and rail conveyance of every description and kind for transport or conveyance of passengers merchandise or goods of every description, whether propelled or moved or assist by means of petrol, spirit, electricity, steam, oil vapour, gas, petroleum, mechanical animal or any other such motive power of all types.

18. To carry on the business of manufacturing, dyeing, colouring, spinning, weaving, buying, selling, importing, exporting or otherwise dealing in all fabrics and such other fibrous, substances and preparations and manufacturers of and dealers in cotton silk, woolen, linen, hemp, jute, rayon, nylon, artificial silk and such other yarn and a kinds of woven, synthetic and synthetic blended textiles manufactured from such yarn.

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19. To carry on the business of manufacturing, of and dealers in industrial machinery bearings, speed reduction units, pumps, machine tools, agricultural machinery and earth-moving machinery such as road roller, bull-dozers, dumpers, scrappers loaders, shovels and drag lines and light engineering goods such as cycles and sewing machines.

20. To carry on the business as manufacturers, importers, exporters of or dealer is ferrous or non-ferrous metal, goods iron and steel, aluminum, brass, tin, nickel, special steels and their products.

21. To carry on business as manufacturers, stockiest, importers and exporters of an dealers in engineering drawing sets, builders-requisitions, steel rules, measuring tapes, cutting tools, hand tools, precision measuring tools, machine tools, garage tools, hardware tools, instruments, apparatus and such other allied machinery, plan equipment and appliances thereof.

22. To carry on business as manufacturers, stockiest, importers and exporters of and dealers in bolts, nuts, nails, hooks and such other hardware items of all types.

23. To carry on business as manufacturers, Stockiest, importers and exporters of an dealers in forgings, castings, stamping of all metals, machinery parts, moulds, press tools, jigs, fixtures and compression mounding, steel products and automobile parts.

24. To carry on business as manufacturers, stockiest, importers, exporters and repairing of and dealers in dynamos, motors, armatures, magnets, batteries, conductors insulators, transformers, converters, switch-boards, cookers, engines, guns, presses all types insulating materials

25. To carry on business as manufacturers, stockiest, importers and exporters dealer in wearable and unbearable fabrics, high density polyethylene and pylene, woven sacks and tarpaulins.

26. To carry on business as manufacturers of and dealers in and dealers in and as stockiest, importers and exporters of packing materials, jointing and belting materials,

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asbestos Materials and fibers, insulation materials and welding fluxes, cartons, containers, box cases made of paper, boards, wood, glass, plastic, pulp cellulose films, poly rubber, metals, metal foils, gelatin, tin, flexible treated and laminated other materials related thereto.

27. To carry on business as manufacturers of and dealers in and as stockiest, importers and exporters of bottles, jars fibrite boxes, corrugated container, aluminum of all types, wooden drums, packing cases, rods, wires, ropes, strips, construction equipment required for generation, distribution and transmission of electric cables, motors, fans, lamps, furnaces, batteries and accumulators.

28. To sell, breed, import, export, improve, prepare, deal and trade in cattle, bird, game, live and dead-stock of every description, eggs, pork-pies, sausages, spices, sauces, jams, jelly, custard, prawn, potted meats, macaroni, spaghetti, delicacies, bread, biscuits, wine biscuits and such other fermentations good products, cocoa, confectionery, cakes and buns.

29. To carry on the trades and the businesses of meal manufacturers, dealer consumable stores and provisions of all kinds, food stuffs, grains, flour, fodder, cane oils, corn, wheat, wheat products, stores, vegetable oils, ghee vanaspati products.

30. To carry on the business as manufacturers of and dealers in and importers and exporters of leather and raw hides and skins.

31. To carry on the business as manufacturers of and dealers in or as stock importers and exporters of plastics, synthetic resins, polymer products chemicals required for the manufacture, processing and fabrication of plastics similar other such products, tubes, pipes, sheets, films, whether moulded, extra casted, formed or foamed.

32. To purchase, hold and acquire mines, mining leases, mining rights, mining claims multifarious land and to explore, work, exercise, develop and turn to according all sorts of major and minor minerals, working of deposits of all kind minerals and subsoil

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materials and to crush, win, set, quarry, smelt, calcine, dress, amalgamate, materials and prepare for the market, metals and substances of all kinds.

33. To produce, manufacture, trade, deal in and dispose of alkalis, dyes, gases, compounds, fertilizers, chemical products of every nature and description intermediates, derivatives, all types of floatation reagents, wetting agent insecticides, fumigates, dyestuffs, catalytic agents, direct colours, basic pigments, drugs, biological, pharmaceuticals, serums, vitamin products, hormones and products derived from phosphate mines, limestone quarrels, bauxite mines, petroleum natural gas and such other natural deposits useful or suitable in the manufacture of chemicals and chemical products and to undertake the business of spraying of pesticides.

34. To manufacture, generate, produce, sell dispose of and deal in industrial gases domestic gases for heating lighting, gas, steam. Heat light or any other such motive power obtained by incinerating, burning forest refuse, wood and plants.

35. To manufacture, buy, sell, lease import, export, alter, improve, manipulate, prepare for market, exchange, install, repair, service, let on hire and deal in all kinds of surgical, X-ray units, x-ray equipments, telecommunication machines, business machines intercoms, teleprinters, dictating and recording, tape-players, cassette tapes, headphones, stereo complex speakers, radio control equipments, cameras, binoculars microscopes, projectors telescopes, television sets, refrigerators, air-conditioners, Coolers, radars, computers and their spare parts.

36. To procure or develop and supply technical know-how for the manufacture or processing the installation or erection of machinery or plant in the working of mines, oil wells or such other sources of mineral deposits or in search for or discovery or testing of mineral deposits or in carrying out any operations relating to agriculture, animal husbandry, dairy or poultry farming, forestry, or fishery or rendering services in connection with the provision of such technical know-how.

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37. To undertake guarantee and indemnity business and to act as trustees, executor attorney's receivers, administrators, nominees and agents and to execute trusts of all kinds and to exercise all the power of custodians and trustees.
38. To deal in foreign exchange and currencies and to convert currencies, subject to approval of appropriate authorities.

39. To organize and carry on the business of advertisers, advertising agents, and consultants and to organize propaganda and advertising campaigns by means of press advertisements, pamphlets, handbills, circulars, advertisement reels, poster, cinema slides or by any other such means or thought the means of radio, television or other such media of all types.

40. To undertake and execute, in India or in any part of the world, turn-key project for electrical installations, air-conditioning, refrigeration, heating cooling, ventilations, humidification, sanitary, thermal and acoustic insulation work.

41. To carry on the business as manufacturer, traders, importers and exporters of and dealers in all kinds of carpets and floor coverings, whether made of woolen, cotton synthetic or such other fibers or fibrous materials of all types.

42. To carry on the business as traders, importers and exporters of and dealers in cotton and jute, whether raw, semi-processed or processed and all kinds of cotton and jute goods.

43. To carry on the business as shares and stocks brokers and to buy, sell deal in all kinds of shares, stocks, securities, bonds, debentures, units and suits other instruments of all types.

44. To carry on business of public transporter and to ply all types of commercial vehicles such as trucks, tempos and pick up vans for carrying goods or passenger anywhere in India.

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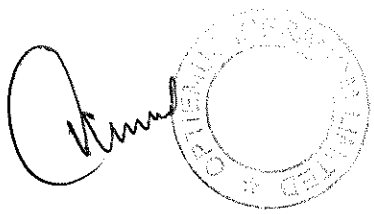

45. To carry on business as importers, export agents, distributors, stockiest, contractor suppliers, dealers of any kind and to act as manufacturers representatives, agent brokers, commission agents and merchants of commodities, articles products and merchants of any kind or nature.
46. To carry on the business of importers, exporters, dealers, traders, manufacturers trailers, earthmoving equipments', canal equipments fuel injection equipment machine tools and such other called products thereof.

47. To act as company promoters, underwriters, managers to the issue, issue house registrar and transfer agents, trustees, receivers, brokers and general agents member of stock exchanges in India and abroad.

48. To carry on the business of port follow management of investors, sales purchase shares. To arrange loans against holding of shares, debentures and other securities and to do no-banking business.

49. To carry on the trading and or manufacturing of G & M S Steel tubes, steel fitting valves cocks.

50. To carry on the business of purchasing and letting on lease or hire in any part India or abroad all kinds of machinery, plants tools.

51. To carry on and undertake all kinds of business of leasing, financing hire purchase and to finance lease operation of all kinds or letting on hire all kinds of plants and machinery, equipments, household goods, automobiles, flats, building and restates, and to provide leasing and financing advisory and counseling service other person firm or company in India outside India.

52. To carry on the business of the Air-Taxi, Airlines on commercial bases.

IV. The liability of the Members is Limited.

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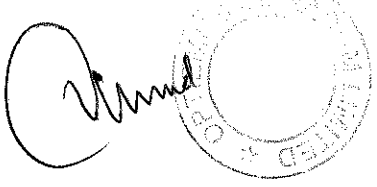

V. *The Authorized Share Capital of the Company is Rs. 1,28,98,00,000/- (Rupees One Hundred Twenty Eight Crores Ninety Eight Lacs) divided into 12,89,80,000 (Twelve Crores Eighty Nine Lacs Eighty Thousand) Equity Shares of Rs. 10/- (Rupees Ten) each.

**The authorised share capital is increased due to merger of MPS Telecom Private Limited and Oneworld Teleservices Private Limited (Transferor Companies) with the Company (Optiemus Infracom Limited) w.e.f. 30th April, 2018*

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

Name, address, description and occupation of each subscriber	No. of Equity Shares taken by each Subscriber	Signature of Subscribers	Signature of witness with address, description and occupation
NAVEEN KUMAR GOEL S/o Sh. H. R. Gupta 93, Vasudha Enclave, Pitampura, Delhi-110034 Professional	10 (Ten)	Sd/- Naveen Kumar Goel	I hereby witness the signatures of all the subscribers who have signed in my presence. Sd/- (M. K. AGGARWAL) M. No. 86330 S/o Sh. R. S. D. Jindal Ashoka Palace, 877, Eas Park Road, Karol Bagh, New Delh-110005
HARI RAM GUPTA S/o Late Sh. R. K. Gupta 93, Vasudha Enclave, Pitampura, Delhi-110034 Retired Govt. Servant	10 (Ten)	Sd/- Hari Ram Gupta	
RITU GOEL W/o Sh. N. K. Goel 93, Vasudha Enclave, Pitampura, Delhi-110034 Service	10 (Ten)	Sd/- Ritu Goel	
KAILASH GOEL S/o Sh. H. R. Gupta 93, Vasudha Enclave, Pitampura, Delhi-110034 Business	10 (Ten)	Sd/- Kailash Goel	
RAJNI DEVI GOEL W/o Sh. Kailash Goel 93, Vasudha Enclave, Pitampura, Delhi House Wife	10 (Ten)	Sd/- Rajni Devi Goel	
KANWAR LAL JINDAL S/o Sh. D. D. Jindal F-14/16, Krishna Nagar, Delhi-110051 Business	10 (Ten)	Sd/- Kanwar Lal Jindal	
SUMAN LATA JINDAL W/o Sh. K. L. Jindal F-14/16, Krishna Nagar, Delhi-110051 House wife	10 (Ten)	Sd/- Suman Lata Jindal	
Total	70 (Seventy) Equity Shares		

New Delhi Dated this 8th day of June 1993

Certified True Copy

OPTIEMUS INFRACOM LIMITED New Delhi

Vikas Chandra
Company Secretary & Compliance Officer,
M. No. A22263
UGF-2, Plot No. 129, Sector-4,
Vaishali, Ghaziabad, U.P-201010

(THE COMPANIES ACT, 1956)

(COMPANY LIMITED BY SHARES)

ARTICLES OF ASSOCIATION
OF

Optiemus Infracom Limited

1. Unless the context otherwise requires words or expressions contained in the articles shall bear the same meaning as in the act or any statutory modification thereof in force at the date at which these articles become binding on company.

"The Act" means the companies act, 1965 and includes where the context admit any re-enactment or statutory modification thereof for the time being force.

"These Articles" mean these Articles of association as originally framed of from time to altered by special resolution.

"The Company" means **Optiemus Infracom Limited**

"The Directors" mean the directors of the company

"The Board of Directors" or "The Board" means the board of directors of company.

"The Managing Director" means the managing director of the company.

"The Office" means the registered office of the company.

"The Corporation" means any financial institution and /or central or state Government.

"Register" means the register of members of the company required to be by section 150 of the act.

"The Registrar" means the registrar of companies, as defined under security 609 (2) of the companies act, 1956.

"The Secretary" means the secretary of the company.

"Divided" includes bonus but excludes bonus shares.

"Month" means calendar month.

"Year, means a calendar year and "financial year" shall have the meaning assigned thereto by section 2(17) of the Act.

"Seal" Means the common Seal of the Company.

"Proxy" includes Attorney duly constituted under a power-of-attorney.

"In writing" and "written: include printing, Lithography and other modes of representing or reproducing words in visible form.

Words imparting the singular number only include the plural number and vice versa.

Words imparting persons include corporations.

2. Save as otherwise provided herein the regulations contained in table "A" in schedule 1 to the act shall apply to the company.

3. Save as permitted by section 77 of the Act, the funds of the company shall not be employed in the purchase of, or lent on the security of shares in the company and the company shall not give, directly or indirectly, any financial assistance, whether by way of loan, guarantee, the provision of security or otherwise, for the purpose of or in connection with any purchase of or subscription for shares in the company or any company of which it may, for the time being, be a subsidiary.

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

4. The Authorized share capital of the company shall be as stated in the memorandum of association with power to subdivide, consolidate and increase or decrease and with power, from time to time, to issue any share of the original capital or any new capital with and subject to any preferential, qualified or special rights, privileges or conditions as may be thought fit and upon the sub-division of a share to apportion the right to participate in profit in any manner as between the shares resulting room such sub-division. The rights attached to the preference shares shall be such as may be determined by the company at the time of issue thereof.

5. Subject to the provisions of these articles, the shares shall be under the control of the board who may allot or otherwise dispose of the same to such person, on such terms and conditions, at such time, either at par or at a premium and for such consideration as the board thinks fit, provided that, where at any time it is proposed to increase the subscribed capital of the company by the allotment of further shares, than, subject to the provisions of section 81(1A) of the act, the board shall issue such shares in the manner set out in section 81 (1) of the Act.

Provide further that the option or right to call of shares shall be given to a person except with the sanction of the company in general meeting.

6. As regards all allotments made, from time to time, the directors shall duly comply with section 75 of the Act.

7. Subject to the provisions of these Articles the company shall have power of special resolution to issue preference shares carrying a right to redemption out of the profits which would otherwise be available for dividend or out of the process of a fresh issue of shares made for the purpose of such redemption is liable to be redeemed at the option of the company and the board may subject to the visions of section 80 of the act exercise such power in such manner as may provided in these articles.

8. The company may exercise the power of paying commission conferred by section 76 of the act, In such case it shall comply with the requirements of that section such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The company may also on any issue of shares or debentures pay such brokerage as be lawful.

9. With the previous authority of the company in General meeting and the sanction the company law board and upon otherwise complying with section 79 of the A the Board of Directors may issue at a discount shares of a class already issued.

10. If, by the conditions of allotment of any share, the whole or part of the amount issue price thereof shall be payable by installments, every such installment shall when due, be paid to the company by the person who, for the time being, shall the registered holder of the shares or by his executor or administrator.

11. The joint-holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such share.

12. Save as herein otherwise provided and subject to section 187C of the Act, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a court of competent jurisdiction, or as by statute required, be bound to recognize as equitable equitable or other claim to or interest in such share on the part of any other person.

13. Shares may be registered in the name of any person, company or other corporate. Not more than three persons shall be registered as joint-holders of the share, No share shall be allotted to or registered in the name of a minor, person of unsound mind or a partnership.

CERTIFICATES

14. (a) The issue of share certificates and duplicates and the issue of now share certificates on consolidation or sub-division or in replacement of share

certificates ficates which are surrendered for cancellation due to their being defaced, torn old, decrepit or worn out or the cases for recording transfers having been utilized or of share certificates which are lost or destroyed shall be in accordance with the provisions of the companies (issue of share certificates) rules, 1960 or any statutory modification or re-enactment thereof. If any share certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the board and on such indemnity as the board thinks fit being given, a new certificate in lieu thereof shall be given to the party entitled to the shares to which such lost or destroyed certificate shall relate.

(b) Every member shall be entitled free of charge to one certificate for all the shares of each class registered in his name or if the board so approves, to several certificates each for one or more of such shares. Unless the conditions of issue of any shares otherwise provide, the company shall, within three months after the date of either allotment and on surrender to the company of its letter making the allotment or of its fractional coupons of requisite value (save in the case of issue against letters of acceptance or of renunciation or in cases of issue of bonus shares) or within one months of receipt of the application for registration of the transfer of any of its shares as the case may be, complete and have ready for delivery the certificates of such shares. In respect of any share held jointly by several persons, the company shall not be bound to issue more than one certificate and delivery of a certificate to one of the several joint holders named first on the register shall be sufficient delivery to all such holders.

CALLS

15. The Board may, from time to time, subject to the terms on which any shares have been issued, and subject to the provisions of section 91 of the Act, make such calls, as the board thinks fit, upon the members in respect of all money unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and place appointed by the board, A call may be made payable by installments and shall be deemed to have been made when the resolution of the board authoring such call was passed.

16. No call shall be made payable within one month after the last preceding call we payable.

17. Not less than thirty days notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.

18. (a) If the sum payable in respect of any call or instilments be not paid on or before the day appointed for payment thereof, the holders for the time being I respect of the share for which the call shall have been made or the installments shall be due shall pay interest for the same at the rate of 12 (twelve) per annum from the day appointed for the payment thereof to the time of the actual payment or at such lower rate (If any) as the Board may determine.

(b) The Board shall be at liberty to walve payment of any such interest wholly or in part.

19. If by the terms of issue of any share or otherwise any amount is made paid upon allotment or at any fixed time or by installments at fixed times, whether account of the share or by way of premium, every such amount or installment be payable as if it were a call duly made by the board and of which due had been given, and all the provisions herein contained in respect of call relate to such amount or installment accordingly.

20. On the trial or hearing of any action or suit brought by the company against shareholder or his representative to recover any debt or money claimed to be to the company in respect of his share, it shall be sufficient to prove that the of the defendant is or was, when the claim arose, on the register as a holder one of the holders of the number shares in respect of which such claim is and that the amount claimed is not entered as paid in the books of the company and it shall not be necessary to prove the appointment of the board who any call, nor that a quorum was present at the board meeting at which any made, nor that the meeting at which any call was made was duly conveyance constituted, nor any other matter but the proof of the matter aforesaid be conclusive evidence of the debt.

21. The Board may, if it thinks fit, receive from any member willing to advance same, all or any part of the money due upon the share held by him beyond the actually called for, and upon the money so paid or satisfied in advance much thereof as, from time to time, exceeds the amount of the calls then upon the share in respect of which such advance has been made, the company may pay interest at such rate as the board thinks fit. Money so paid in excess the amount of calls shall not rank for dividends or confer a right to participate profits. The Board may at any time repay the amount so advance upon given such member not less than three months notice in writing.

22. A call may be revoked or postponed at the discretion of Board.

FOREITURE AND LIEN

23. If any member falls to pay any call or installment of a call on or before to appointed for the payment of the same, the board may, at any time the during such time as the call or installment remains unpaid, serve notice of member requiring him to pay the same, together with any interest that may accrued and all expenses that may have been incurred by the company by of such non-payment.

24. The notice shall name a day (not being less than thirty days from the notice) and a place or places on and at which such call or installment and interest and expenses as aforesaid are to be paid. The notice shall also that in the event of no-payment at or before the time, and at the place apposite the shares in respect of which such call was made or installment is payable liable to be forfeited.

25. If the requisitions of any such notice as aforesaid be not complied with any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, interest and expenses, due in respect thereof be for felted by a resolution of the board to that effect,. Such forfeiture shall include all dividends declared in respect of the forfeited shares but not actually paid before the forfeiture, subject to section 205 A of the Act.

26. When any share 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 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.

27. Any share so forfeited shall be deemed to be the property of the company, and the board may sell, re-allot or otherwise dispose of the same in such manner as it thinks fit.

28. The board may at any time before any share so forfeited shall have been sold re-allotted or otherwise disposed of annul the forfeiture thereof upon such conditions as it thinks fit.

29. A person whose share has been forfeited shall cease to be a member in respect of the share. but shall, not withstanding such forfeiture remain liable to pay, and shall forthwith pay to the company all calls, or installments, interests and expenses, owing upon or in respect of such share, at the time of the forfeiture, together with interest thereon, from the time of forfeiture, until payment, at 12(twelve) per cent per annum or at such other rate as the board may determine and the board may enforce the payment thereof, or any part thereof, without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so.

30. A duly verified declaration in writing that the declarant is a director or secretary of the company, and that certain shares in the company have been duly forfeited on a date stated in the declaration shall be concussive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration and the receipt of the company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares and the person to whom any such share, is sold shall be registered as the holder of such share and shall not be bound to see to the application of the purchase money, nor shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition.

31. The provisions of Articles 23 to 27 hereof shall apply in the case of not-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 a share or by way of premium as if the same had been payable by virtue of a call duly made and notified.

32. The Company shall have a first and paramount lien upon every share (not being fully paid up) registered in the name of each member (whether solely or jointly with others), and upon the proceeds of sale thereof for moneys called or payable

at a fixed time in respect of such share whether the time for the payment there shall have actually arrived or not and no equitable in any share shall created except upon the footing and condition that Article 12 hereof is to have full effect. Such lien shall extend to dividends, from time to time, declared in respect of such share, subject to section 205 A of the Act, unless otherwise agreed the registration of a transfer of a share shall operate as a walver of the company's lien, if any, on such share.

33. For the purpose of enforcing such lien the board may sell the share subject thereof in such manner as it thinks fit, but no sale shall be made until such time of payment as aforesaid shall have arrived and until notice in writing of the intentional to sell shall have been served on such member, his executor or administrator or the committee, curator bones or other legal representative as the case may be as default shall have been made by him or them in the payment of the moneys call or payable at a fixed time in respect of such share for fourteen days after the date of such notice.

34. The net proceeds of the sale shall be received by the company and applied in towards payment of such part of the amount in respect of which the lien exists is presently payable and the reduce, if any, shall (subject to a like lien for sums in presently payable as existed upon the share before a the sale) be paid to the persons entitled to the share at the date of the sale.

35. Upon the sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some person to execute the instrument of transfer of the share sold and cause the purchaser's name to be entered in the Register in respect of the share of the shares sold and the purchaser shall be bound to see the regularity of the proceedings nor to the application of the purchase money and after his name has been entered in the Register in respect of such share the validity of the sale shall to be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and again the company exclusively.

36. where any share under the powers in that behalf herein contained is sold by the Board and the certificate in respect thereof has not been delivered up to the company by the former holder of such share, the Board may issue a new certificate for such share distinguishing it in such manner as it may think fit from the certificate not so delivered up.

TRANSFER AND TRANSMISSION

37. Save as provided in section 108 of the act, no transfer of a share shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor any by or on behalf of the transferee has been delivered to the company together with the certificate or if no such certificate is in existence, the letter of allotment to the share. Each signature to such transfer shall be duly attested by the signature of one credible witness who shall add his address and occupation.

38. Application for the registration of the transfer of a share may be made either by the transferor or the transferee, provided that, where such application is made by

the transferor, no registration shall in the case of a partly paid share be affecter unless the company gives the notice of the application to the transferee in the manner prescribed by section 110 of the Act and subject to the provisions of the articles the company shall unless objection is made by the transferee within two weeks from the date of receipt of the application for registration transfer was made by the transferee.

39. The instrument of transfer of any share shall be in writing in the form prescribed by the act or the rules made there under or where no such form is prescribed by the usual common form prescribed by the stock exchanges in India or as need thereto as circumstanqes will admit.

40. Subject to the provisions of section 111 of act, the board without assigning any reason for such refusal, may refuse to register any transfer of or the transmission by operation of law of the right to a share. Provided that registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the company on any account except when the company has lien on shares.

41. No transfer shall be made to a minor, a partnership firm or a person of unhorses mind.

42. Every instrument of transfer shall be left at the office for registration, accompanies by the certificate of the share to be transferred or, if no such certificate is in existence, by the letter of allotment of the share and such other evidence as the board may require to prove the title of the transferor or his right to transferee shall (Subject to the board's right to decline to register hereinbefore mentioned) be registered as a member in respect of such share. Ever instrument of transfer which shall be registered shall be retained by the company but any instrument of transfer which the board may refuse to register shall be returned to the person depositing the same.

43. If the board refuses, whether in pursuance of Article 40 or otherwise to register the transfer of, or the transmission by operation of law of the right to, any share, the company shall give notice of the refusal in accordance with the provisions of section 111 (2) of the Act.

44. No fee shall be charged by the company for registration of transfer.

45. The executor or administrator of a deceased member (not being one of seven joint-holders) shall be the only person recognized by the company as having and title to the share registered in the name of such member and in case of the deal of any one or more of the joint-holders of any registered share, the survivor shall be the only person recognized by the company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of a deceased joint holder form any liability on the share held by him jointly with and other person. Before recognizing any executor or administrator the Board may require him to obtain a grant of probate or letters of administration or other

representation, as the case may be, from a court in India competent to grant provided nevertheless that in any case where the board in its absolute discretion thinks fit it shall be lawful for the board to dispense with the production of probate or letters of administration or such other legal representation upon such terms and to indemnity or otherwise as the board, inn its absolute discretion, may think fit.

46. Any committee or curator bonis of a lunatic or guardian of a minor member of any person becoming entitled to or to transfer a share in consequence of the death or bankruptcy or insolvency of any member upon producing such evidence that sustains the character in respect of which he proposes to act under this articles of his title as the board thinks sufficient, may, with the consent of the board (with the board shall not be bound to give) be registered as a member in respect of such share or may subject to the regulation as to transfer herein before containing transfer such share. The Article is hereinafter referred to as "The transmission article".

47. (a) It the person so becoming entitled under the transmission article shall entitled 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.

(b) If the person aforesaid shall elect to transfer the share, he shall testify the election by executing an instrument of transfer of the share.

(c) All the limitations, restrictions and provisions of these articles relating to the right to transfer and the registration of instruments of transfer of a share shall be applicable to any such notice of transfer as aforesaid as if the declared lunacy, bankruptcy or insolvency of the member had not occurred and any notice of transfer were a transfer signed by that member.

48. A person so becoming entitled under the transmission article to a share, any reason of the death, lunacy, bankruptcy or insolvency of the holder shall, subject to the provisions of article 83 and of section 206 of the act, be entitled to the said dividends and other advantages as he would be entitled to if he were the registered holder of the share.

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 it the notice is not complied with within ninety days, the board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share, until the requirements of the notice has been complied with.

48. A Dematerialization / Rematerialisation of Shares

1) Definitions :

"Beneficial Owner" means a person whose name is recorded as such with a depository.

"SEBI" means the Securities and exchange board of India established under section 3 of the securities and exchange board of India act, 1992.

"Depository" means a company formed and registered under the companies Act, 1956, and which has been granted a certificate of registration under sub-section 1A of section 2 of the securities and exchange board of India Act, 1992 to act as a depository.

"Depository Act" means depositories Act, 1996 including any statutory modification or re-enactment thereof for the time being inforce.

"Security" means such security as may be specified by the SEBI from time to time.

"By-laws" means a bye-laws made by depository under section 26 of the depositories Act, 1996

"Record" includes the records maintained in the form of books or stored in computer or in such other form as may be determined by regulations made by SEBI.

"Regulation" means the regulation made by SEBI.

"Member" means the duly registered holder from time to time of the shares of the company and includes the subscribers of the memorandum of the company, and the beneficial owner (s) as defined in clause (a) of Sub-Section (1) of Section 12 of the Depositories Act, 1996.

ii) Dematerialization of securities

Notwithstanding anything contained in these Articles, the company shall be entitled to dematerialize its securities and to offer securities in a dematerialized form pursuant to the depositories Act, 1996.

iii) Option for investor

Every person subscribing to securities offered by the company shall have the option to receive security certificates or to hold the securities with a depository, Such a person who is the beneficial owner of the securities can at any time opt of a depository, if permitted by the law, in respect of any 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 certificates of securities.

If a person opts to hold his security with a depository, the company shall intimate such depository the details of the security, and on receipt of the information, the depository shall enter in its record the name of the allotter as the beneficial as the beneficial owner of the security.

iv) Securities in Depositories to be in fungible form

All securities held by a depository shall be dematerialized and be fungible form, nothing contained in section 153, 153A, 153B, 187A, 187B, 187C and 372 of the Act shall apply to a depository in respect of the securities held by it on behalf of the beneficial owners.

v) Right of the depositories and beneficial owner

a) Notwithstanding anything to the contrary contained in the act or these articles, a depository shall be deemed to be registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner.

b) Save as otherwise provided in (a) above, the depository as the registered owner of securities shall not have any voting rights or any other right in respect of the securities held by it.

c) Every person holding securities of the company and whose name is entered as the beneficial owner in the records of the depository shall be a member of the company, The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all liabilities in respect of his securities held by a depository.

vi) 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 interval and in such manners as may be specified by the bye-laws and the company in that behalf.

vii) Provision to opt out in respect of any security.

If the beneficial owner seeks to opt out of a depository in respect of any security, the beneficial owner shall inform the depository accordingly.

The depository shall, on receipt of information as above make appropriate entries in its records and shall inform the company. The company shall, within thirty (30) days of the receipt of information from the depository and on fulfillment of such conditions and on payment of such fees as may be specified by the regulations, issue a certificate and on payment of such fees as may be specified by the regulations, issue a certificate of securities to the beneficial owner or the transferee as the case may be.

viii) Section 83 and 108 of the Act not to apply

Notwithstanding anything to the contrary contained in the contrary, where securities are held in a depository, the record of the beneficial ownership may be served by such depository on the company means of electronic mode or by delivery of floppies or discs.

ix) Section 83 and 108 of the Act not to apply

Notwithstanding anything to the contrary contained in the articles.

a) Section 83 of Act shall not apply to the shares held with the depository.

b) Section 108 of the Act shall not apply transfer of security affected by the transferor and the transferee both whom are entered as beneficial owners in the record of a depository.

x) Register and index of beneficial owners.

The register and index beneficial owners maintained by a depository under section 11 of the depositories Act, 1996, shall be deemed to be the register and index of members and security holders for the purpose of this act.

xi) Distinctive numbers of securities held in a depository

Nothing contained in the act or these articles regarding the necessity of having distinctive for securities issued by the company shall apply to securities held with a depositary.

xii) No share Certificate (s) shall be issued for shares held in a depository.

xiii) Other matters:

Notwithstanding anything contained in these Articles, the provision of depositories Act, relating to dematerialization /rematerialisation of securities, (including any modification or re-enactment thereof and rules/regulations made there under) shall prevail and apply accordingly.

48B **Nomination**

a) Every shareholder or debenture holder of the company may, at any time, nominate in the prescribed manner, a person to whom his shares in or debentures of the company shall vest in the event if his death.

b) Where the shares in or debentures of the company are held by more than one person jointly, the joint holder may together nominate, in the prescribed manner, a person to whom all the right in the shares of debentures of the company shall vest in the event of death of all the joint holders.

c) Notwithstanding contained in any other law for the time being in force or in disposition whether testamentary or otherwise, in respect of such shares in or debenture the company where a nomination made in the prescribed manner purports to confer on person the right to vest shares in, or debentures of the company, the nominee shall, on death of shareholder or debenture holder of the company or, as the case may be, on death of the joint holder become entitled to all right in the shares, or debenture of company or, as the case may be, all the joint holders, in relation to such shares in debenture of, the company to the exclusion of all other persons, unless the non nomination varied or cancelled in the prescribed manner.

d) Where the nominee is a minor, it shall be law full for the shareholder, or debenture holder to make the nomination to appoint in the prescribed manner, any person o become entitled to shares in, or debenture of the company, in the event of his death, during minority.

48C **Transmission of securities in case of nomination**

i) Any person who becomes a nominee by the virtue of Articles upon production of shares evidence as may be required by the board and subject as hereafter provided, either.

a) To be register himself as holder of the share or debenture, as the case my be

b) To make such transfer of the share or debenture, as the deceased shareholder or debenture holder, as the as my be, could have made.

ii) If the nominee elects to be register as holder of the shares or debentures, himself, the case may be, he shall deliver or send to the company, a notice in writing signed him starting that he so elects and such notice shall be accompanied with the de certificate of the decreased holder, as the case may be.

iii) Subject to the provisions of the companies Act, 1956 and these articles, the relive shares or debentures may be registered in the name of the nominee or the transferred as if the death of the holder of shares or debentures had not occurred and the notice a transfer were signed by the registered holder.

iv) A nominee on becoming entitled to any shares in or debentures of the company by reason of death of the holder, shall be entitled to the same dividends and other advantages to which of death of the holder, shall be entitled to the same dividends and other advantage to who he would have been entitled if he was the registered holder of the shares or debenture expect that he shall not, before being registered as a member of such shares or the board may, at any time, give notice requiring any such person to elect either to register himself or to transfer the shares or debentures, and if the notice is not complied with wit ninety days, the board may thereafter withhold payment of all dividends, bonuses, inter or other moneys payable in respect of the relevant shares or debentures, until requirements of the notice have been complied with.

v) The provisions of these articles shall apply mutatis mute India to a depositor of Money Company as per the provisions of section 58A of the Act.

INCREASE AND REFUCTION OF CAPITAL

49. The company in general meeting may, time to time, alter the conditions of its Memoranda of Association to increase its capital by the creation of new shares of such amount and as may be deemed expedient.

50. Subject to any special right for the time being attached to any shares in to capital of the company then issued and to do the provisions of section 891 of to act, the new shares may be issued upon issued such terms and conditions, and

such rights attached thereof as the general meeting resolving upon the creation thereof, shall direct, and, if no direction be given as the board shall determine, and in particular such shares may be issued with a preferential right to dividends and in the distribution of assets of the company.

51. Before the issue of any new shares, the company in general meeting may subject to the provisions of the act, make provisions as to the allotment and issue of new shares and in particular may determine to whom the same shall be offered in the first instance and whether a par or at a premium or at a discount.

52. Except so far as otherwise provided by the conditions of issue or by these presents, and capital raised by the creation of new shares shall be considered part of the then existing capital of the company and shall be subject to the provisions herein contained with reference to the payment of dividends, calls and installments, transfer and transmission, forfeiture, lien, surrender and otherwise.

53. If, owing to any inequality in the number of new shares to be issued, and the number of shares held by members entitled to have the offer or such new shares any difficulty shall arise in the apportionment of such new shares, or any of them amongst the members, such difficulty shall, in the absence of any direction in the resolution creating shares of by the company in general meeting, be determined by the board.

54. The company may, from time to time, by special resolution, reduce its capital and any capital redemption reserve account or share premium account in any manner and with an subject to any incident authorized and consent required under sections 100 to 104 of the Act.

ALTERATION OF CAPITAL

55. Subject to the applicable provisions of the act, the company in general meeting may, from time to time :

(a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.

(b) Sub-divide its existing shares or any of them into shares of smile, amount than is fixed by the memorandum of association, so, however, that in the sub-division the proportion between the amount paid and the amount if any, unpaid on each reduced share shall be the same as it was in the of the share from which the reduced share in derived.

(c) 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 and diminish the amount of its share capital by the amount of shares so cancelled.

(d) Convert all or any of its fully paid shares into stock and reconvert that stock into fully paid up shares of any denomination.

56. 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 preferential of special advantage as regards dividend, capital, voting or otherwise over or as compared with the others or other, subject nevertheless, to the provisions of sections 85, 87, 88 and 106 of the Act.

57. Subject to the provisions of sections 100 to 105 both inclusive of the Act, the Board may accept from any member the surrender on such terms and conditions, as shall be agreed, of all or any of his shares.

RIGHTS OF SHARESOLDER

58. The holders of stock may transfer the same or part thereof in the same manner, and subject to the same regulations, as and subject to which the shares from which the stock arose might previously to conversion have been transferred , or as near thereto as circumstance admit; and the Board may, from time to time, fix the minimum amount of stock transferable provided that such minimum shall not exceed the nominal amount of the shares from which stock arose.

59. The holders of stock shall, accordingly to the amount of stock held by them, have the same rights, privilege and advantage as regards dividends, voting at the meeting of the Company, and other matter as if they hold the shares from which the stock arose; but no such privileges or advantages (except participation in the dividends and profits of the Company and in the assets on a winding-up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

60. Such of the Articles of the Company (other than those relating to share warrants) as are applicable to paid-up shares shall apply to stock and the words "Share and "Shareholder" therein shall include "Stock" and Stockholder" respectively.

SHARE WARRENTS

61. Subject to the provisions of section 114 and 115 of the act and subject to any directions which may be given by the Company in general meeting, the Directors may issue Share Warrants in such manner and on such terms and conditions as the Board thinks fit. In case of such issue, regulation 40 to 43 of Table "A" of Schedule I to the Act shall apply.

MODIFICATION OF RIGHTS

62. 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, whether or not the Company is being wound up, be varied with the consent in writing of the holders of not less than three-fourth of the issued shares of that class or with the sanction of a special resolution passed at a separate General Meeting of the holders of the shares of that class. To every such General Meeting of the provisions of these Articles relating to general meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one third of the issued of that class, but so that if at any adjourned meeting of such holders a quorum as above defined is not shares of the class present in person or by proxy may demand a poll and, on a poll, his voting rights shall be as per Section 87 of the Act. This article is not by implication to curtail the power of modification which the company would have of this Article were omitted.

BORROWING POWERS

63. The Board may, from time to time and at its discretion, subject to the provisions of Sections 58-A, 292, 293 and 370 of the Act and Regulations made there under and directions issued by Reserve Bank of India raise or borrow, either from the Directors or from elsewhere and secure we the payment of any sum or sums of money for the purposes of the Company.

64. The Board may raise or secure the repayment or payment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit, and, in particular by the issue of bonds, perpetual or redeemable, debentures or debenture-stock, or any mortgage, or other security on the undertaking of the whole or any part of the property of the Company (both present and future) including its uncalled for the time being.

65. Any debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise and with any special rights, as to redemption, surrender, drawing, allotment of shares, appointment of Directors and otherwise. 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. Provided that debentures with the right to allotment of or conversion into shares shall not be issued except in conformity with the provisions of Section 81(3) of the Act.

66. Save as provided in Section 108 of the Act, no transfer of debentures shall be registered unless a proper instrument of transfer duly stamped and executed by the transferor and transferee has been delivered to the Company together with the certificate or certificates of the debentures.

GENERAL MEETINGS

67. In addition to any other meetings, Annual General Meetings of the Company shall be held within such intervals as are specified in section 188(1) and 210(3) of the Act. and subject to the provisions of Section 166 (2) of the Act, at such times and places as may be determined by the Board. All other meetings of the Company, shall, except in the case of a statutory meeting, be called Extraordinary General Meetings, and shall be convened under the provisions of next following Article.

68. The Board may whenever, It thinks fit, can call extraordinary general meeting, an it shall, on the requisition of the members in accordance with Section 169 of the Act proceed to call an Extraordinary General Meeting as provided by Section 169 of the Act.

69. The Company shall comply with the provisions of Section 188 of the Act as to giving notice of resolutions and circulating statements on the requisition of members.

70. Subject to the provisions of Sections 171 to 186 of the Act. Notice of every meeting of the Company shall be given to such persona and in such manner as

provided by Section 172 of the Act. where any business consist of "Special business" as hereinafter defined in Article 72 there shall be annexed to the notice a statement complying with Sections 173(2) and (3) of the Act.

The accidental omission to give any such notice to or the non-receipt by any member or other persons to whom it should be given shall not invalidate the proceedings of the meeting.

PROCEEDING AT GENERAL MEETINGS

71. The ordinary business of an Annual General Meeting shall be to receive and consider the Profit and Loss Account, the Balance Sheet and the report of the Directors and of the Auditors, to elect Directors in the place of those retiring by rotation to appoint Auditors and fix their remuneration and to declare dividends. All other business transacted at an Annual General Meeting and all business transacted at any other General Meeting shall be deemed special business.

72. No business hall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided five or more members present in person for the time being of the Company, from a quorum.

73. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting if convened upon such requisition as aforesaid, shall be dissolved; but in any other case it shall stand adjourned in accordance with the provisions of sub-sections (3),(4) of Section174 of the Act.

74. Any act or resolution which, under the provisions of these Articles or of the Act, is permitted or required to be done or passed by the Company in General Meeting shall be sufficiently so done or passed if effected by an Ordinary Resolution as defined in Section 189(1) of the Act, unless either the Act or these Articles specifically require such act to be done or resolution passed as a Special Resolution as defined in Section 189(2) of the Act.

75. The Chairman of the Board shall be entitled to take the chair at every General Meeting. If there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act, the members present shall choose another Director as Chairman and if no Director be present or if all the Directors present decline to take the chair, then the members present shall, on a show of hands or on a poll if properly demanded, elect one of their numbers, being a member entitled to vote, to be Chairman of the meeting.

76. Every question submitted to a meeting shall be decided, in the first instance by a show of hands, and in the case of an equality of votes both on a show of hands and on a poll, the chairman of the meeting shall have a casting vote in addition to the votes to which he may be entitled as a member.

77. At any General Meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded in accordance with the provision of Section 179

of the Act a declaration by the Chairman that resolution has not been carried, or has been carried either unanimously, or by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the meeting of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of, or against the resolution.

78. (1) If a poll be demanded as aforesaid, it shall be taken forthwith on a question of adjournment or election of a chairman of the meeting and in any other case in such manner and at such time not being later than forty-eight hours from the time when the demand was made, and at such place as the Chairman of the meeting directs and subject as aforesaid, either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was demanded.

(2) The demand of poll may be withdrawn at any time, before the poll is held.

(3) Where a poll is to be taken the Chairman of the meeting shall appoint two scrutinizers, one at least of whom shall be a member (not being an officer or employee of the Company) present at the meeting provided such a member is available and willing to be appointed, to scrutinize the votes given on the poll and to report to him thereon.

(4) On a poll 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.

(5) The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

79. (1) The Chairman of a General Meeting may adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(2) When a meeting is adjourned for less than 30 (Thirty) days it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTES OF MEMBERS

80. (a) On a show of hands every member present in person and being a holder of Equity Shares shall have one vote and every person present either as a proxy (as defined in Article 86) in behalf of a holder of Equity Share as a duly authorized representative of a body corporate being a holder of an Equity Share shall, if he is not entitled to vote in his own right, have one vote. On a poll the voting rights of a holder of any Equity Share shall be as specified in Section 87 of the Act.

(b) The holder of a Preference Share shall not be entitled to vote at general meeting of the Company except as provided for in Section 87 of the Act. At any meeting at which or upon any question the holders of the said Preference Shares are entitled to vote the said Preference Share shall, on a show of hands, and on a poll confer the same voting rights as Equality Shares.

(c) No body corporate shall vote by proxy so long as a resolution of its Board of Directors under the provisions of Section 187 of the Act is in force and the representative named in such resolution is present at the General Meeting a which the vote by proxy is tendered.

81. Where a Company or a body corporate (hereinafter called "member Company") is a member of the Company, a person, duly appointed by resolution in accordance with the provisions of the Company shall not, by reason of such appointment, be deemed to be a proxy, and the lodging with Company at the office of production at the meeting of a copy of such resolution duly signed by one director of such member company and certified by him or them as being a true copy of the resolution shall, on production at the meeting be accepted by the Company as sufficient evidence the same rights and powers, including the right to vote by proxy on behalf of the member company which he represents, as that member company could exercise if it were an individual member.

82. Any person entitled under the Transmission Article to transfer any shares may vote at any general meeting in respect thereof in the same manner as if he were the member registered in respect of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned 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 Board shall have previously admitted his right to compos mentis, he may vote whether on a show of hands or a poll by his committee : curator or other legal curator and such last-mentioned persons may give their votes by proxy.

83. Where there members registered jointly in respect at any one share any one of such persons may vote at any meeting either parson ally or by proxy in respect of such share as if he were so lay entitled thereto; and if more than one of such members be present at any meeting either personally or by proxy that one of the said members so present whose name stands first on the Register in respect of such share alone shall be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share is registered shall for the purpose of this Article be deemed to be member registered jointly in respect thereof.

84. On a poll votes may be given either personally or by proxy, or in the case of a body corporate, by a representative duly authorized as aforesaid.

85. The instrument appointing a proxy shall be in writing under the hand of the appointer or his Attorney duly authorized in writing or if such appointer is a body corporate be under its common seal or the hand of its officer or Attorney duly authorized. A proxy who is appointed for a specified meeting only shall be called a General proxy.

A person may be appointed proxy whether he is a member or not of the Company and every notice convening a meeting of the Company shall state this and that member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him and the proxy need not be a member of the Company.

86. The instrument appointing a proxy and the Power of Attorney or other authority (if any) under which it is signed or a naturally certified copy of that power or authority, shall be deposited at the office not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote in respect thereof and in default the instrument of proxy shall not be treated as valid.

87. A vote given in accordance with eth terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or death or insanity of the principal or revocation of the instrument or transfer of the share in respect of which the vote is given provided no intimation in writing of the death, insanity, revocation or transfer or transfer of the share shall have been received by the Company at the office before the note is given, provided nevertheless the Chairman of any 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.

88. Every instrument appointing a special proxy shall be retained by the Company and shall as nearly as circumstances admit, be in the forms set out in Schedule IX to the Act of as near thereto as possible or in any other form which the Board may accept.

89. No member shall be entitled to exercise any voting rights either personally or by proxy at any meeting of the Company in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercise any right to lien.

90. (1) An objection as to the admission or rejection of vote either, on a show of hands or on a poll made in due item shall be referred to the Chairman of the meeting who shall forthwith determine the same and such determination made in good faith shall be final and conclusive.

(2) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes.

DIRECTORS

91. Subject to Section 252 of the Act the number of the Directors of the company shall not be less than three and not more than eleven.

92. The Company in General Meeting may, from time to time, increase or reduce the number of Directors within the limits fixed by Article 91.

93. The persons hereinafter named shall become and be the first Director s of the Company.

1. Mr. Naveen Kumar Goel
2. Mr. Hari Ram Gupta
3. Mrs Ritu Goel

(a) It at any time the Company obtains any loans from any financial institution and/or any Central or State Government referred to in the Articles as "The Corporation" or enters into underwriting arrangements with the Corporation and it is a term of such loan or of the underwriting arrangements that the Corporation shall have the right to appoint one or more Directors then subject to the terms and conditions of such loans or underwriting arrangements the corporation shall be entitled to appoint one or more Directors as the case may be, to the Board of Director of the Company and to remove from office and Director, so appointed and to appoint in another his place or in the place of a director so appointed who resigns or otherwise vacates his office. An such appointment or removal shall be made in writing and shall be signed by the Corporation or by any person duly authorized by it and shall be served at the office of the Company. The Director s or Directors so appointed shall not be liable to retire by rotation of Directors in accordance with the provisions of these Articles, but he/they shall be counted in determining the number of retiring directors.

94. A Director of the Company shall not be required to hold any share as his qualification.

95. Each Director shall entitle to receive out of funds of the Company by way of sitting fee as prescribed under the companies Act, 1956 and rules framed there under as amended from time to time.

a) Subject to Sections 310, 198 and 309 of the Act, and subject to the approved of the Reserve Bank of India wherever applicable the Directors shall also be entitled to be paid as remuneration a commission of 1% (one percent) on the net profits of the Company to be calculated in accordance with the provisions of the Act and such commission shall be divided amongst the directors in such proportions as the directors may determine and in default of such determination equally. All other remuneration if any, payable by the company to

each Director whether in respect of his service as a Managing Director or a Director in the whole or part time employment of the Company shall be determined in accordance with and subject to the provisions of these Articles and of the Act.

96. If any Director being willing, shall be called upon to perform extra services or to make any special exertions in going or residing away from his usual place of residence for any of the purpose of company or in giving special attention to the business of the Company or as a member of a Committee of the Bard then, subject to Sections 198, 309 and 310 of the Act. the Board may remonstrate the Director so doing either by a fixed sum or by a percentage of profits or otherwise and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled.

97. The continuing Director s may act notwithstanding any vacancy in their body, but so that if the number falls below the minimum above fixed, the Board shall not except for the purpose of filling vacancies or for summoning a general meeting of the Company, act so long as the number is below the minimum.

98. The office of a Director shall ipso facto become vacant, if at any time he commits any of the acts set out in Section 283 of the Act.

99. No Director or other person referred to in Section 314 of the Act, shall hold an office or place of profit save as permitted by that Section.

100. A Director of this Company may be or become a Director of any other company promoted by this Company or in which it may be interested as a member, share holder or otherwise and no such Director shall be accountable for nay benefits received as a Director or member of such company.

101. Subject to the provisions of Section 297 and 299 of the Act, neither shall a Director be disqualified from contracting with Company either as vendor, purchase or otherwise for goods material or services or for underwriting the subscription of any share in or debentures of the Company nor shall any such contract of arrangement entered into by or on behalf of the Company with a relative of such Director or a firm in which such Director or relative is a partner or with any other partner in such firm or with a private company of which such Director is a member or Director, be avoided nor shall any director so contracting or being such member or so interested be liable to account to the Company for any profit released by any such contract, arrangement by reason of such Director holding office or of the fiduciary relation thereby established.

102. Every Director shall comply with the provisions of Section and 299 of the Act regarding disclosure of his concern or interest in any contract or arrangement entered into or to be entered into by the Company.

103. Save as permitted by Section 300 of the Act or any other applicable provisions of the Act. No Director shall, as a Director, take any part in the discussion of or

vote on any contract or arrangement in which he is in any way whether directly or indirectly concerned or interested, nor shall his presence counted for the purpose of forming a quorum at the time of such discussion or vote.

104. The Board shall have power, at any time and from time to time, to appoint any person as additional Director as an addition to the Board but so that the total number of Director 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-appointment.

105. Subject to section 313 of the Act, the Director s may appoint any person to act as alternate Director for a Director during the latter's absence for a period of not less than three months from the State in which meeting of the Director s are ordinarily held and such appointment shall have effect and such appointee while he/she holds office as an alternate Director shall be entitled to notice of meetings of the Director s and to attend and vote thereat accordingly, but he shall ipso facto vacate office if and when the absent Director returns to the state in which meeting s of the Director s are ordinarily held or the absent Director vacates office as a Director.

106. If any Director appointed by the Company in General Meeting vacates office as a Director before his term of office will expire in the normal course the resulting casual vacancy may be filled up by the Board at a meeting of the Board, but any person so appointed shall remain in his office long only as the vacating Director would have retained the same if no vacancy had occurred, provided that the Board may not fill such a vacancy by appointing thereto any person who has been removed from the office of Director under Article 110.

107. At each Annual General meeting of the Company one third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one third shall retire from office.

108. Subject to the provisions of these Articles, the Directors to retire by rotation at every annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who become Director s on the same day those to retire shall, in default of and subject to any agreement among themselves, be determined by lot.

109. The company may remove any director before the expiration of his period of office in accordance with the provisions of Section 284 of the Act and may, subject to the provisions of Section 262 of the Act, appoint another person in his place if the Director so removed was appointed by the Company in General Meeting or by the board under Articles 105 and 107.

110. Subject to the provisions of Sections 316 and 317 of the Act, the Board may, from time to time, appoint one or more Director s to be Managing Director or Managing Director of the company, as per the provisions of Companies Act 1956 and may, from time to time (subject to the provisions of any contract between him and the Company) remove or dismiss him from office and appoint another in his place.

111. (a) Subject to the provisions of Section 25 of the Act, a Managing Director shall not, while he continues to hold that office be subject to retirement by rotation. However, he shall be counted in determining the number of directors to be retired by rotation but (subject to the provisions of any contract between him and the Company) he shall be subject to the same provisions as to resignation and removal as the other Director s and he shall, ipso facto and immediately, ceases to be Managing Director if he ceases to hold the office of Director from any cause. However, he shall be counted in determining the number of meeting Directors.

(b) If at any time the total number of Managing Director s is more than one-third of the total number of Directors, the Managing Director s who shall not retire shall be determined by and in accordance with their respective seniorities. For the purpose of this Article the seniorities of the Managing Directors shall be determined by the date of the respective appointments as Managing Director s by the Board.

112. Subject to the provisions of Sections 198, 309, 310, and 311 of the Act. a Managing Director shall in addition to the remuneration payable to him as a Director of the Company under these Articles, received such additional remuneration as may, from time to time, be sanctioned by the Company in a General Meeting.

113. Subject to the provisions of the act and in particular to the prohibitions and restrictions contained in sections 292 and 293 thereof, the Board may, from time to time, entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Board as it may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as it thinks fit and the Board may confer such powers, either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Board in that behalf, and may, from time to time, revoke, withdraw, alter or vary all or any of such powers.

PROCEEDINGS OF DIRECTORS

114. The Director s shall meet together at least once in every three calendar months for the dispatch of business and may adjourn and otherwise regulate their meetings and proceedings as they think fit. Notice of every meeting of the Director s together with the agenda of the business to be transacted thereat shall be given in writing by a Director or such other officer of the Company duly authorized in in this belalf to every Director whether within or outside India. Such notice shall be sent by registered air mall post or by capable so as to reach the addressee thereof in the normal course at least seven days before the date of the meeting unless all the Director s agree by a prior consent accorded in writing or by a capable of such meeting being held on shorter notice. Provided that where an alternate Director has been appointed it shall be sufficient for purposes of this Article send notice to or obtain consent of such alternate Director only.

115. Director may at any time and the secretary shall, upon the request of a Director made at any time, convene a meeting of the Board.

116. The Board may appoint a Chairman of its meetings and determine the period for which he is to hold office. If no chairman is appointed or if at any meeting of

the Board Chairman be not present within five minutes after the time appointed for holding the same, Directors present shall choose someone of their number to be Chairman of such meeting.

117. The quorum for a meeting of the board shall be two or 1/3rd of total strength whichever is higher subject to the provisions of section 287 of the Act. If a quorum shall not be present within fifteen minutes from the time appointed for holding a meeting of the Board, it shall be adjourned until such date and time as the Chairman of the Board shall appoint.

118. A meeting of the Board at which a quorum be present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles or the Act for the time being vested in or exercisable by the Board.

119. Subject to the provisions of Sections 316 and 372(5) and 386 of the Act, questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes the Chairman shall have second or casting vote.

120. The Board may, subject to the provisions of the Act, from time to time and at any time, delegate any of its power to a committee consisting of such Director or Director s 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.

121. The meetings and proceedings of any such Committee consisting of two or more members shall be governed by; the provisions herein contained for regulating the meetings and proceedings of the Board so far the same are applicable thereto, and/or not superseded by any regulations made by the board under the last preceding Article.

122. All acts done by any meeting of the Director, or by a committee of Director s, or any person acting as a Director, shall notwithstanding that it may afterwards be discovered that there was some defect in the appointment of any one or more of such Director s or of any person acting as aforesaid, or that they or any of them were disqualified or had vacated office by virtue of any provision contained in the Act or in these Articles be as valid as if every such Director or person had been duly appointed and was qualified to be a Director and had not vacated such office provided that nothing in this Article shall be deemed to give validity to acts done by a Director after the appointment of such Director has been shown to be invalid or to have terminated.

123. Save in those cases where a resolution is required by Sections 262, 292, 297, 319 and 372(5) and 386 of the Act or any other provisions of the Act to be passed at a meeting of the Board, resolution shall be valid and effectual as if it had been passed at a meeting of the Board or Committee of the Board, as the case may be, duly called and constituted if it is passed by circulation in the manner as provided in Section 289 of the Act.

MINUTES

124. (a) The Board shall, in accordance with the provisions of section 193 of the Act, cause minutes to be kept of proceedings of every general meeting of the Company and of every meeting of the board or of every committee of the Board.

(b) Any such minutes of proceedings of any meeting of the Board or of any Committee of the Board or of the Company in general meeting, if kept in accordance with the provisions of section 193 of the Act, shall be evidence of the matters stated in such minutes. The minute books of General Meeting s of the Company shall be kept at the office and shall be open to inspection by members during the hours of 11 a.m. and 1 p.m. on such business days as the Act requires them to be open for inspection.

POWERS OF THE BOARD

125. (a) Subject the provisions of the Act. 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; provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act or any other statute or by the Memorandum Association of the Company or by these Articles or otherwise to be exercised or done by the Company in general meeting. Provided further that in exercising any such power or doing any such act or thing. The Board shall be subject to the provisions in that behalf contained in the Act or any other statute or in the Memorandum of Association of the Company or in these Articles, or in any regulations not inconsistent therewith and duly made there-under 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 regulations had not been made.

(b) Without prejudice to the general powers conferred by the preceding Article, the Directors may, from time to time and at any time, subject to the restrictions contained in the Act, delegate to managers, secretaries, officers, assistants and other employees or other persons any of the powers, authorities and discretions for the time being vested in the Board and the Board may, at any time remove any person so appointed and may annul or very such delegation.

LOCAL MANAGEMENT

126. The Board may, subject to the provisions of the Act, make such arrangements as it may think fit for the management of the company's affairs abroad and for this delegate to them such powers as the Board may deem requisite or expedient. The Company may exercise all the powers of Section 50 of the Act and the official seal be affixed by the authority and in the presence of and the instruments sealed therewith shall be signed by such persons as the Board Shall from time to time by writing under the Seal appoint. The Company may also exercise the powers of Section 157 and 158 of the Act with reference to the keeping of foreign registers.

MANAGEMENT

127. Subject to the provisions of Section 197A, 198 and 269, 308 and 310 of the Act, the Company may appoint or Managing Director, whole-time Director, and manager upon such terms and conditions as it thinks fit.

128. (a) Subject to Sec. 383 A of the Act, the Directors may appoint a Secretary and/or consultant and/or an advisor on such terms, at such remuneration and upon such conditions as they may think fit and any secretary or consultant or adviser so appointed may be removed by the Directors.

129. (b) A Director of the Act or these Articles requiring or authorizing a thing to be done by a director, manager or secretary shall not be satisfied by its being done by the same person acting both as Director and as or in place of the Manager or Secretary.

AUTHENTICATION OF DOCUMENTS

130. Save as otherwise provided in the Act, any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any document affecting the constitution of the Company and any resolution passed by the Company or the Board and any books, records, documents and accounts relating to the business of the Company, and to certify caplets thereof or extracts there from as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the office, the local manager or other officer of the company having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid.

131. A document purporting to be a copy of a resolution of the Board or an extract from the minutes of a meeting of the Board which is certified as such in accordance with the provisions of the last preceding Article shall be conclusive evidence in favour of all persons dealing with the company upon the faith thereof that such resolution has been duly passed or as the cases may be that such extract is a true and accurate record of a duly constituted meeting of the Board.

THE SEAL

132. The Board shall provide for the sale custody of the seal and the seal shall never be used except by the authority previously given of the Board or a committee of the Board authorized by the Board in that behalf and save as otherwise required by the Companies (issue of Share Certificates) Rules, 1960, any one Director or such other person as the Board may authorize shall sign every instrument to which the seal is 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 Board to issue the same. This is, however, subject to Rule 6 of he Companies (issue of Share certificates) Rules 1960.

RESERVE

133. The Board may from time to time, before recommending any dividend, set apart any and such portion of the Company as it thinks fit as reserves to

meet contingencies or for the liquidation of any debentures; debts or other liabilities of the Company, for equalization of dividends, for repairing. Improving or maintaining any of the property of the Company and for such other purposes of the company as the Board in its absolute discretion thinks conductive to the interests of the Company; and may, subject to the provisions of Section 372 of the Act, invest the several sums so set aside upon such investments (other than shares in the Company) as it may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the reserves into such special funds as it thinks fit, with full power to employ the reserves or any part thereof in the business of the Company and that without being bound to keep the same separate from the other assets.

134. Any General Meeting may upon the recommendation of the Board resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company and standing to the credit of the reserve, or any Capital Redemption Reserve Account, or in the hands of the Company and available for dividend or representing premiums received on the issue of shares and standing to the credit of the Share Premium Account be capitalized and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportion on the footing that they become entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of such shareholders in paying up in full any unissued share, of the Company which shall be distributed accordingly or in or towards as payment of the of the uncalled liability on any issued shares, and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalized sum. Provided that any sum standing to the credit of share premium Account or Capital redemption Reserve Account may, for the purposes of this Article, only be applied in the paying up of unissued share to be issued to members of the Company as fully paid bonus shares.

135. The Company in general meeting may, at any time and from time to time, resolve that any surplus money in the hands of the Company representing capital profits arising from the receipts of money received or recovered in respect of or arising from the realization of any capital assets of the Company, or any investment representing the same instead of being applied in the purchase of other capital assets or for capital purposes be distributed amongst the equity; shareholders on the footing that they receive the same as capital and in the same proportions in which they would have been entitled to receive the same if it had been distributed by way of dividend provided always that no such profit as aforesaid shall be so distributed unless there shall remain in the hands of the Company a sufficiency of other assets to answer in full the whole of the liabilities and paid-up share capital of the Company for the time being.

136. For the purposes of giving effect to any resolution under the two least preceding Articles the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient and in particular may issue fractional certificates.

DIVIDENDS

137. Subject to Section 205 of the Companies Act the right of the members entitled to shares (if any) with preferential rights or special rights attached thereto, the profits of the company which it shall form time to time be determined to divide in respect of any year or other period shall be applied in the payment of a dividend on the Equity Shares in the Company but so that partly paid-up shares shall only entitle the holder with respect thereof to such proportion of the distribution upon a fully paid-up share as the amount paid thereon bears to the nominal amount of such shares. 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. Where capital is paid-up in advance of calls upon the fooling that the same shall carry interest, such capital shall not, whilst carrying interest, rank for dividends or confer a right to participate in profits.

138. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and may, subject to the provisions of Section 207 of the Act, fix the time for payment.

139. No larger dividend shall be declared than is recommended by the Board, but the Company in General Meeting may declare a smaller dividend.

140. Subject to the provisions of Section 205 of the Act, no dividend shall be payable except out of the profits of the Company or out of moneys provided by the Central or a State Government for the payment of the dividend in pursuance of any guarantee given by such Government and no dividend shall carry interest against the Company.

141. The declaration of the net profit of the company as stated in the audited Annual Accounts shall be conclusive.

142. The Board may from time to time, pay to the members such interim, dividends as appear to the Board to be justified by the profits of the Company.

143. Subject to Section 205A of the Act, the Board may deduct from any dividend payable to any member all sum of moneys, if any presently payable by him to the Company on account of calls or otherwise in relation to the shares in the company.

144. Subject to Section 205A of the Act, any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes not exceeding the among remaining unpaid on the shares, but so that the call on each member also does not exceed the dividend payable to him and so the call be made payable at the same time as the dividend and in such case the dividend may, if so arranged between the Company and the members, be set off against the call.

145. No dividend shall be payable except in cash; provided that nothing in the foregoing shall be deemed to prohibit the capitalization of 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 the shares held by the members of the Company.

146. A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer by the Company.

147. The Company may pay interest on capital raised for the construction of works or buildings when and so far as it shall be authorized to do by Section 208 of the Act.

148. No dividend shall be paid in respect of any share except to the registered holder of such share or to his bankers but nothing contained in this Articles shall be deemed to require the bankers of a registered shareholder to make a separate application to the Company for the payment of the dividend. Nothing in this Article shall be deemed to affect in any manner the operation of Article 147.

149. Any one of the several persons who are registered as the joint-holders of and share may give effectual receipts for all dividends, bounces, and other payments in respect of such shares.

150. Notice of any dividend, whether interim or otherwise shall be given to the person entitled to share therein in the manner hereinafter provided.

151. Unless otherwise directed in accordance with Section 206 of the Act. any dividend, interest or other moneys payable in cash in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the members or in case of members who are registered jointly to the registered address of that one of such member who is first named in the Register in respect of the joint holding or to such person and such address as the member or member who are registered jointly, as the case may be, may direct and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible to rainy cheque or warrant lost in transmission or for any dividend lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant or fraudulent recovery thereof by any other means.

152. Any unclaimed or unpaid dividend shall be dealt with and regulated under section 205-A of the Companies Act, 1956 and the Rules made there under.

BOOKS AND DOCUMENTS

153. Subject to the provisions of section 209 of the Companies Act 1956 the Books of Account shall be kept at the office or at such other place in India as the Board may. From time to time, decide.

ACCOUNTS

154. Every Balance Sheet and Profit and Loss Account of the Company when audited and adopted by the Company in Annual General Meeting shall be conclusive.

AUDIT

155. (a) Once at least in every year, the accounts of the Company shall be examined and the correctness of the Profit and Loss Account and balance Sheet as contained by the Auditor or Auditors of the company.

(b) The first Auditors of the Company shall be appointed by the Director s within one month of the date of registration of the company and the Auditor or so appointed shall hold office till conclusion of the First Annual General Meeting of the Company.

(c) The Company at each Annual General Meeting shall appoint an Auditor or Auditors to hold office until the next Annual General Meeting and their appointment, remuneration, rights and duties shall be regulated by Sections 224 to 227 of the Act.

(d) Where the Company has Branch Office the provisions of Section 228 or the Act shall apply.

(e) All notices of and other communications relating to any General Meeting of the Company which any member of the Company's entitled to have sent to him shall also be forwarded to the Auditor of the Company and the Auditor shall also be entitled to attend any General Meeting and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.

(f) The Auditor's Report shall be read before the Company in Annual General Meeting and shall be open to inspection by any member of the Company.

SERVICE OF NOTICE AND DOCUMENTS

156. (1) A notice of other document shall be given or sent by the Company to any member either personally or by sending it by post to him to his registered address in India or if he has no registered address in India, by air mail post to the address outside India supplied to the Company for the giving of notice to him.

(2) Where notice or other document is sent by post.

(a) Service thereof shall be deemed to be effected by; properly, addressing prepaying and posting a letter containing he notice or document, provided that where a member has intimated to the Company in advance that notice or documents should be sent to the Company in advance that notice or documents should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sufficient sum to defray the expenses of doing so, service of the notice or documents shall not be deemed to be effected unless it is sent in the manner intimated by the members; and

(b) Such service shall be deemed to have been effected:-

(i) In the case of a notice of a meeting at the expiration of forty eight hours after the letter containing the same is posted, and

(ii) In any other case, at the time at which the letter would be delivered in the ordinary course of post.

(3) Notwithstanding any provision to the contrary any notice or document to be served on a member who has not given an address in India for service of notices or documents shall be sent to such member by air mall and posted not less than twenty eight days before the same is to be served as required by the Act or by these Articles.

157. A notice or other document advertised in a newspaper circulating in the neighborhood of the office of the Company shall be deemed to be duly served on the day on which the advertisement appears on every member of the Company who has no registered address in India and has not supplied to the Company an address for the giving of the notices to him.

158. A notice or other document may be served by the Company on the joint-holders of a share by giving the notice to the joint-holder named first in the Register in respect of the share.

159. A notice or other 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 prepaid letter addressed to them by name or by the title of representative of the deceased or assignee of the insolvent or by any like description, at the address in India supplied for the purpose by the persons claiming to be so entitled, or until such an address has been so supplied, by giving the notice in any manner in which the same might have been if the death or insolvency had not occurred.

160. Any notice required to be or which may be given by advertisement shall be advertised once in one or more newspapers circulating in the neighborhood of the office.

161. Every person who by operation of law or transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the Register shall have been duly given to the person from whom he derives his title to such share.

162. Subject to the provisions of Articles 157 to 161, any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these articles shall, notwithstanding such member be than deceased and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered share, whether held solely or jointly with other persons by such member until some other person be registered in his steed as the holder or joint-holders thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his heirs, executors or administrators sand all persons, if any jointly interested with him in any such share.

163. The signature to any notice to be given by the Company may be written or printed.

164. Subject to the provisions of Sections 497 and 509 of the Act, in the event of a winding0up of the Company, every member of the Company who is not for the time being in Delhi shall be bound, within eight weeks after the passing of an effective resolution to wind up the Company, to serve notice in writing on the Company appointing some householder reading in the neighborhood of the office upon whom all summons, notices, process, orders and judgments in relation to or under the winding-up of the Company, may be served and any and in default of such nomination, the winding-up of the Company, The liquidator of the Company shall be at liberty on behalf of such member, to appoint some such persons and service upon any such appointee whether appointed by the member or the liquidator shall be deemed to be good personal

service on such member for all purposes and where the liquidator makes any such appointment he shall with all convenient speed, give notice thereof to such member by advertisement in some daily newspaper circulating in the neighborhood of the office or by a registered letter sent by post and addressed to such to such member at his address as registered in the Register and such notice shall be deemed to be served on the day on which the advertisement appears or the letter should be delivered in the ordinary course of the post. The provisions of this Article shall not prejudice the right of the liquidator of the company to serve any notice or other document in any other manner prescribed by these Articles.

INSPECTION

165. (a) The books of Account and other books and papers shall be open to inspection by any Director during business hours.

(b) The Board shall, from time to time, determine whether and to what extent and at what time and place and under what conditions of regulations, the books of account and other book and document of the Company, other than those referred to in Article 125(b) and 167 or any of them, shall be open to the inspection of the members not being, Director and no member (not being a Director) shall have any right of inspecting any books of account or book or document of the Company except as conferred by law or authorized by the Board or by the company in General Meeting.

166. Subject to the provisions of Sections 209 A of the Act, where under any provisions of the Act any person, whether a member of the Company or not, is entitled to inspect any register, return, certificate, deed, instrument or document required to be kept or maintained by the Company the person entitled to inspection shall on his giving to the Company not less than twenty-four hours previous notice in writing of his intention specifying which register, etc. he Intends to inspect, be permitted to inspect the same during the hours of 11a.m. and 1 p.m. on such business days as the Act requires them to be given for inspection.

167. The Company may in accordance with the provisions of Section 154(1) of the Cat close the Register of Members or of the debenture-holders, as the case may be.

RECONSTRUCTION

168. On any sale of the undertaking of the Company, the Board or the liquidator on a winding up may, if authorized by a Special Resolution, accept fully paid or partly paid up shares, debentures or securities of any other Company incorporated in India or to the extent permitted by law of a company incorporated outside India, either then existing or to be formed for the purchase in whole of in part of the property of the company and the board (if the profits of the Company permit) or the liquidator (in a winding-up) may distribute such shares or securities or any other property of the company amongst the members without realization or vest the same in trustees for them and any special resolution may provide for the distribu-

tion or appropriation of the cash, share or other securities, benefit or property, otherwise than in accordance with the strict legal rights of the members or contributories of the Company and for the valuation of any such securities or property at such price and in such manner the meeting may approve and all holders of share shall be bund to accept and shall be bound by any valuation or distribution so authorized, and waive all rights in relation hereto, save only in case the Company is proposed to be or in the course of being wound up, such statuary rights (if any) under Section 494 of the Act, as are incapable of being varied or excluded by these Articles.

SECRECY

169. Every Director, Secretary, trustees for the Company, its members of debenture holders, member of a committee, servant officer, agent accountant or other person employed in or about the business of the Company shall if so required by; the Board before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all benefited transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall be such declaration pledge himself not to reveal any of the matter which may come to his knowledge in the discharge or his duties except when required so to do by the Board of by any General Meeting or by Court of law and except so far as may be necessary in order to comply with and of the provisions in these articles contained.

170. No shareholder or other persons (not being a director) shall be entitled to enter upon the properties of the company or to inspect or examine the premises of provisions of the company without the permission of the Board or subject to Articles 166(b) and 167 to require discovery of or any information respecting any detail of a trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret processor or any matter whatever which may relate to the conduct of the business of the company and which in the opinion of the Board it will be inexpedient in the interest of the Company to communicate.

WINDING-UP

171. (a) In the event of the Company being would up, the holders of Preference Shares, if any shall be entitled to have the surplus assets available for distribution amongst members as such applied in the first place in repayment to them the amount paid-up on the Preference Shares held by them respectively and payment of arrears of dividend up to the commencement of the winding up, whether declared or not but shall not be entitled to any further participation in such surplus assets. If the surplus available as aforesaid shall be insufficient to repay the whole of the amount paid up on the Preference shares and any arrears of dividend, such assets shall be distributed amongst the holders of preference shares so that the losses shall be born by the holders of Preference shares in proportion to the capital paid up or which ought to have been paid up thereon and the arrears dividend aforesaid.

(b) If the Company shall be wound up and the assets available for distribution among the members as such after payment to the Preference share holder as aforesaid shall be insufficient to repay the whole of the paid-up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding-up the assets available for distribution among the members after payment to the Preference Shareholders as aforesaid shall be more than sufficient to repay the whole of the capital paid-up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital at the capital paid-up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding-up-or which ought to have been paid-up on the shares held by them respectively.

(c) This Article is to be without prejudice to the rights and privileges amongst the holders of Preference share of different series or shares issued upon special terms and conditions.

172. If the company shall be would up whether voluntarily or otherwise the liquidator may with the sanction of a special resolution, divide amongst the contributories, in special or kind, any part of the assets of the Company in trustees upon such trusts for the benefit or the contributories, or any of them, as the liquidators with the like function, shall think fit, subject to section 100 to 105 of the Act.

INDEMNITY

173. Subject to Section 201 of the companies act, 1956, every Director, Managing Director, manager, secretary or officer of the company and any person appointed as Auditor shall be indemnified out of the funds of the Company against all confide liability incurred by him as such Director, Managing Director, Manager, Secretary officer, employee or Auditor in defending any confide proceeding, whether Civil or Criminal, in which judgment is given in his favour, or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted to him by the Court.

Names, addresses descriptions, and occupations of each Subscribers	Signature of Subscribers	Names, address description, occupation and signature of the witness
NAVEEN KUMAR GOEL S/o Sh. H. R. Gupta 93, Vasudha Enclave, Pitampura, Delhi-110034 Professional	Sd/- Naveen Kumar Goel	I hereby witness the signatures of all the subscribers who have signed in my presence. Sd/- (M. K. AGGARWAL) M. No. 86330 S/o Sh. R. S. D. Jindal Ashoka Palace, 877, East Park Road, Karol Bagh, New Delhi-110005
HARI RAM GUPTA S/o Late Sh. R. K. Gupta 93, Vasudha Enclave, Pitampura, Delhi-110034 Retired Govt. Servant	Sd/- Hari Ram Gupta	
RITU GOEL W/o Sh. N. K. Goel 93, Vasudha Enclave, Pitampura, Delhi-110034 Service	Sd/- Ritu Goel	
KAILASH GOEL S/o Sh. H. R. Gupta 93, Vasudha Enclave, Pitampura, Delhi-110034 Business	Sd/- Kailash Goel	
RAJNI DEVI GOEL W/o Sh. Kailash Goel 93, Vasudha Enclave, Pitampura, Delhi House Wife	Sd/- Rajni Devi Goel	
KANWAR LAL JINDAL S/o Sh. D. D. Jindal F-14/16, Krishna Nagar, Delhi-110051 Business	Sd/- Kanwar Lal Jindal	
SUMAN LATA JINDAL W/o Sh. K. L. Jindal F-14/16, Krishna Nagar, Delhi-110051 House wife	Sd/- Suman Lata Jindal	

New Delhi Dated this 8th day of June 1993

In the High Court of Delhi at New Delhi
Company Original Jurisdiction
Company Petition No. 313 of 2010
Connected with
Company Application (M) 78 of 2010

For Private Use
Examiner Judicial Dept
High Court of Delhi

IN THE MATTER OF:

Sections 391,392 & 394 of the Companies Act, 1956

AND

IN THE MATTER OF:

A. DESIGN AND DETAILS (INTERIORS & INFRASTRUCTURE) PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT
K 20 LAJPAT NAGAR II, NEW DELHI -110024

TRANSFEROR COMPANY-1
(APPLICANT COMPANY-1)

AND

MACH COMMUNICATIONS PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT
FLAT NO.318, COMPETENT HOUSE,
F-14, CONNAUGHT CIRCUS, NEW DELHI -110001

TRANSFEROR COMPANY-2
(APPLICANT COMPANY-2)

AND

MO-LIFE COMMUNICATION (INDIA) PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT
K-20, LAJPAT NAGAR -II, NEW DELHI -110024

TRANSFEROR COMPANY-3
(APPLICANT COMPANY-3)

AND

MO-LIFE RETAILS PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT
K-15, FIRST FLOOR, LAJPAT NAGAR -II, NEW DELHI -110024

TRANSFEROR COMPANY-4
(APPLICANT COMPANY-4)

AND

PACIFIC I.NET SUPPORT PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT
318, COMPETENT HOUSE,
F-14, CONNAUGHT PLACE, NEW DELHI-110001

TRANSFEROR COMPANY-5
(APPLICANT COMPANY-5)

AND

RADICAL SOFTNET PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT
K-15, FF, LAJPAT NAGAR -II, NEW DELHI -110024

TRANSFEROR COMPANY-6
(APPLICANT COMPANY-6)

AND

TELEMART COMMUNICATION (INDIA) PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT
K-19, LAJPAT NAGAR -II, NEW DELHI -110024

TRANSFEROR COMPANY-7
(APPLICANT COMPANY-7)

AND

AKANKSHA CELLULAR LIMITED
HAVING ITS REGISTERED OFFICE AT
FLAT NO.317, COMPETENT HOUSE,
F-14, CONNAUGHT CIRCUS, NEW DELHI -110001

TRANSFEREE COMPANY
(APPLICANT COMPANY-8)

MEMO OF PARTIES

A. DESIGN AND DETAILS (INTERIORS & INFRASTRUCTURE) PRIVATE LIMITED

TRANSFEROR COMPANY-1
(APPLICANT COMPANY-1)

AND

MACH COMMUNICATIONS PRIVATE LIMITED

TRANSFEROR COMPANY-2
(APPLICANT COMPANY-2)

AND

MO-LIFE COMMUNICATION (INDIA) PRIVATE LIMITED

TRANSFEROR COMPANY-3
(APPLICANT COMPANY-3)

AND

MO-LIFE RETAILS PRIVATE LIMITED

TRANSFEROR COMPANY-4
(APPLICANT COMPANY-4)

AND

Certified to be true Copy
Examiner Judicial Department
High Court of Delhi
Authorised Under Sec
Indian Evidence Act

PACIFIC I.NET SUPPORT PRIVATE LIMITED

TRANSFEROR COMPANY-5
(APPLICANT COMPANY-5)

AND

RADICAL SOFTNET PRIVATE LIMITED

TRANSFEROR COMPANY-6
(APPLICANT COMPANY-6)

AND

TELEMART COMMUNICATION (INDIA) PRIVATE LIMITED

TRANSFEROR COMPANY-7
(APPLICANT COMPANY-7)

AND

AKANKSHA CELLULAR LIMITED

TRANSFEREE COMPANY
(APPLICANT COMPANY-8)

Certified to be true copy
Examiner Judicial Department
High Court of Delhi
Authorized Under Section
Indian Evidence Act

Place: New Delhi

Date 19/07/2013

Deepika Vijay Sawhney
Advocate
For Corporate Professionals
Advocates & Solicitors
D-28, South Extension-I
New Delhi-110049

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF ARRANGEMENT
BETWEEN
COMPANY PETITION NO.313/2010
CONNECTED WITH
COMPANY APPLICATION (M) NO.78/2010

IN THE MATTER OF M/s A. Design and Details (Interiors & Infrastructure) Pvt. Ltd.
having its Regd. Office at:
K 20, Lajpat Nagar II, New Delhi-110024
...Petitioner/Transferor Company No.1

IN THE MATTER OF M/s Mach Communications Pvt. Ltd.
having its Regd. Office at:
Flat No.318, Competent House,
F-14, Connaught Circus, New Delhi-110001
...Petitioner/Transferor Company No.2

IN THE MATTER OF M/s Mo-Life Communication (India) Pvt. Ltd.
having its Regd. Office at:
K 20, Lajpat Nagar II, New Delhi-110024
...Petitioner/Transferor Company No.3

IN THE MATTER OF M/s Mo-Life Retails Pvt. Ltd.
having its Regd. Office at:
K 15, First Floor, Lajpat Nagar II,
New Delhi-110024
...Petitioner/Transferor Company No.4

IN THE MATTER OF M/s Pacific INet Support Pvt. Ltd.
having its Regd. Office at:
318, Competent House,
F-14, Connaught Place, New Delhi-110001
...Petitioner/Transferor Company No.5

IN THE MATTER OF M/s Radical Softnet Pvt. Ltd.
having its Regd. Office at:
K 15, FF, Lajpat Nagar II,
New Delhi-110024
...Petitioner/Transferor Company No.6

IN THE MATTER OF M/s Telemart Communication (India) Pvt. Ltd.
having its Regd. Office at:
K 19, Lajpat Nagar II, New Delhi-110024
...Petitioner/Transferor Company No.7

Certified to be True Copy
Examiner Judicial Department
High Court
Authorised under Section 76
Indian Evidence Act

AND
IN THE MATTER OF M/s Akanksha Cellular Ltd.
having its Regd. Office at:
Flat No.317, Competent House,
F-14, Connaught Circus, New Delhi-110001
...Petitioner/Transferee Company

BEFORE HON'BLE MR. JUSTICE MANMOHAN
DATED THIS THE 27th DAY OF JANUARY, 2011

ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petition came up for hearing on 27/01/2011 for sanction of Scheme of Arrangement proposed to be made of M/s A. Design and Details (Interiors & Infrastructure) Pvt. Ltd. (hereinafter referred to as Transferor Company No.1); M/s Mach Communications Pvt. Ltd. (hereinafter referred to as Transferor Company No.2); M/s Mo-Life Communication (India) Pvt. Ltd. (hereinafter referred to as Transferor Company No.3); M/s Mo-Life Retails Pvt. Ltd. (hereinafter referred to as Transferor Company No.4); M/s Pacific INet Support Pvt. Ltd. (hereinafter referred to as Transferor Company No.5); M/s Radical Softnet Pvt. Ltd. (hereinafter referred to as Transferor Company No.6); M/s Telemart Communication (India) Pvt. Ltd. (hereinafter referred to as Transferor Company No.7) with M/s Akanksha Cellular Ltd. (hereinafter referred to as Transferee Company). The Court examined the petition; the order dated 13/05/2010, passed in CA(M) 78/2010, whereby the requirement of convening and holding the meetings of the Equity Shareholders of the Transferor Companies Nos.1 to 7 and Unsecured Creditors of the Transferor Companies Nos.1, 2, 3, 6, 7 & Transferee Company was dispensed with; and the meetings of the Secured Creditors of the Transferor Companies Nos.1, 2 & 7 and Equity Shareholders of the Transferee Company were ordered to be convened for the purpose of considering and if thought fit approving with or without modification, the Scheme of Arrangement annexed to the affidavits of Mr. Ashok Gupta, Mr. Deepesh Gupta and Ms. Renu Gupta, Director of the Petitioner Companies, dated 16th day of April, 2010; there being no Secured and Unsecured Creditors of the Transferor Companies Nos.4 & 5 and no Secured Creditors of Transferor Company No.6 and the publication in the newspapers namely Statesman (English) and Jansatta (Hindi) both dated

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(Hindi) both dated 20/05/2010 containing the notice of the Petition, the affidavits of Mr. Umesh Kumar Shandilya, Chairperson dated 09/07/2010, Mr. Vivek K. Tandon, Chairperson dated 02/07/2010, Ms. Prem Lata Bansal, Chairperson dated 02/07/2010 and Mr. Aman Ahluwalia, Chairperson dated 29/06/2010 showing the publication and despatch of the notices convening the said meetings and also the report of the Chairpersons as to the result of the said meetings.

The Court also examined the affidavit dated 21/09/2010 of Sh. B. K. Bansal, Regional Director, Northern Region, Ministry of Corporate Affairs, Noida on behalf of Central Government submitting that the Bombay Stock Exchange ('BSE') vide letter dated 14.09.2009 given their 'No Objection' with the condition that the Transferee Company has undertaken to lock in 25% of the new equity shares issued pursuant to the aforesaid Scheme of Amalgamation for a period of three years from the date of listing of New Equity Shares at BSE. In response thereto, the Transferee Company undertook to comply with the conditions as provided by the BSE and as given in scheme of Arrangement. In view thereof, the Court observed that the objection did not survive.

The Official Liquidator in its report has stated that the present authorized share capital of the Transferee Company is not sufficient to accommodate issue of new shares to the members of the Transferor Company. However, as per Para 1.1.13 Part III of the Scheme, the Authorized Capital of the Transferor Companies 1-7 on the effective date shall get clubbed with Authorized Share Capital of Transferee Company. Consequently, the post Scheme Authorized Share Capital of the Transferee Company will be sufficient to accommodate issue of new shares to the members of the Transferor Companies No.1 to 7. It was also clarified further that as per Para 1.2 Part III of the Scheme, if required the Transferee Company shall take necessary steps to increase its Authorized share capital on or before the effective date so as to make it sufficient for allotment of shares to the shareholders of Transferor Company in consideration of amalgamation.

Upon hearing Mr. Vibhu Bhakru with Mr. Rishi Sood, Advocates for the Petitioners, Mr. Rajiv Bahl for the Official Liquidator and Mr. K. S. Pradhan, Dy.

Registrar of Companies; and in view of the approval of the Scheme of Arrangement without any modification; by the Equity Shareholders of the Transferor Companies Nos.1 to 7 and Unsecured Creditors of the Transferor Companies Nos.1, 2, 3, 6, 7 & Transferee Company; and in view of the affidavit of the Official Liquidator dated 19/11/2010 stating therein that the affairs of the Transferor Companies have not been conducted in a manner prejudicial to the interest of its Members or to public interest; and there being no investigation proceedings pending in relation to the Petitioner Companies under Section 235 to 251 of the Companies Act, 1956,

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF ARRANGEMENT set forth in Schedule-I annexed hereto and Doth hereby declare the same to be binding on all the Shareholders & Creditors of the Transferor and Transferee Companies and all concerned and doth approve the said Scheme of Arrangement with effect from the appointed date i.e. 01/04/2008.

AND THIS COURT DOTH FURTHER ORDER:

1. That all the property, rights and powers of the Transferor Companies specified in first, second and third part of Schedule-II hereto be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Companies therein but subject nevertheless to all charges now affecting the same; and

2. That all the liabilities and duties of the Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and

3. That all the proceedings now pending by or against the Transferor Companies be continued by or against the Transferee Company; and

4. That the Transferee Company do without further application allot to such members of the Transferor Companies as have not given such notice of dissent as is required by Clause 1.1.1 to 1.1.7 of Part III given in the Scheme of

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Arrangement herein the shares in the Transferee Company to which they are entitled under the said Arrangement; and

5. That the Transferor Companies do within 30 days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Companies shall be dissolved without undergoing the process of winding up and the Concerned Registrar of Companies shall place all documents relating to the Transferor Companies and registered with him on the file kept in relation to the Transferee Company and the files relating to the said Transferor and Transferee Companies shall be consolidated accordingly; and

6. It is clarified that this order will not be construed as an order granting exemption from payment of stamp duty that is payable in accordance with law; and

7. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

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For Akanksha Finvest Limited

Director

Schedule - I

Annexure I

SCHEME OF ARRANGEMENT

AMONG

AKANKSHA FINVEST LIMITED

AND

A. DESIGN AND DETAILS (INTERIORS & INFRASTRUCTURE) PRIVATE LIMITED
MACH COMMUNICATIONS PRIVATE LIMITED
MO-LIFE COMMUNICATION (INDIA) PRIVATE LIMITED
MO-LIFE RETAILS PRIVATE LIMITED
PACIFIC INET SUPPORT PRIVATE LIMITED
RADICAL SOFTNET PRIVATE LIMITED
TELEMART COMMUNICATION (INDIA) PRIVATE LIMITED

AND

THEIR CREDITORS AND SHAREHOLDERS

FOR AMALGAMATION OF

A. DESIGN & DETAILS (INTERIORS & INFRASTRUCTURE) PRIVATE LIMITED
MACH COMMUNICATIONS PRIVATE LIMITED
MO-LIFE COMMUNICATION (INDIA) PRIVATE LIMITED
MO-LIFE RETAILS PRIVATE LIMITED
PACIFIC INET SUPPORT PRIVATE LIMITED
RADICAL SOFTNET PRIVATE LIMITED
TELEMART COMMUNICATION (INDIA) PRIVATE LIMITED

WITH

AKANKSHA FINVEST LIMITED

For Telemart Communication (I) Pvt. Ltd. Director

For A. DESIGN & DETAILS (I) PVT. LTD. Director/Authorised Signatory

For RADICAL SOFTNET PVT. LTD. Director/Auth. Signatory

For MO-LIFE RETAILS PVT. LTD. Authorised Signatory/Director

for Pacific Inet Support Pvt. Ltd. Authorised Signatory

For Mo-life Communication (I) Pvt. Ltd. Auth. Signatory / Director

For Mach Communications Pvt. Ltd. Auth. Signatory/Director

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For Akanksha Finvest Limited

Director

SCHEME OF ARRANGEMENT

UNDER SECTIONS 391 & 394 OF THE COMPANIES ACT, 1956

BETWEEN

AKANKSHA FINVEST LIMITED

AND

A. DESIGN AND DETAILS (INTERIORS & INFRASTRUCTURE) PRIVATE LIMITED

MACH COMMUNICATIONS PRIVATE LIMITED

MO-LIFE COMMUNICATION (INDIA) PRIVATE LIMITED

MO-LIFE RETAILS PRIVATE LIMITED

PACIFIC INET SUPPORT PRIVATE LIMITED

RADICAL SOFTNET PRIVATE LIMITED

TELEMART COMMUNICATION (INDIA) PRIVATE LIMITED

AND

THEIR CREDITORS AND SHAREHOLDERS

[For Amalgamation of A. DESIGN AND DETAILS (INTERIORS & INFRASTRUCTURE) PRIVATE LIMITED, MACH COMMUNICATIONS PRIVATE LIMITED, MO-LIFE COMMUNICATION (INDIA) PRIVATE LIMITED, MO-LIFE RETAILS PRIVATE LIMITED, PACIFIC INET SUPPORT PRIVATE LIMITED, RADICAL SOFTNET PRIVATE LIMITED, TELEMART COMMUNICATION (INDIA) PRIVATE LIMITED with AKANKSHA FINVEST LIMITED under Section 391 read with Section 394 of the Companies Act, 1956]

PREAMBLE

A. AKANKSHA FINVEST LIMITED (herein after referred to as 'AFL'), is a company incorporated under the Companies Act, 1956 and having its registered office at Flat No. 317, Competent House, F-14, Connaught Circus, New Delhi-1. The Company is engaged in the business of general financing and underwriting, sub-underwriting, investing and acquiring all kinds of securities. The company is listed at Bombay Stock Exchange, Jaipur Stock Exchange and Delhi Stock Exchange.

B. A. DESIGN AND DETAILS (INTERIORS & INFRASTRUCTURE) PRIVATE LIMITED, (herein after referred to as 'ADDPL'), is a company incorporated under the Companies Act, 1956, and having its registered office at K-20, IInd Floor, Lajpat Nagar -II, New Delhi-24. The company is dealing in all type of furniture, carpets, and other decorative items, accessories. Also, the company is acting as interior decorators and contractors, promoters of real estate.

C. MACH COMMUNICATIONS PRIVATE LIMITED, (herein after referred to as 'MCPL'), is a company incorporated under the Companies Act, 1956 and having its registered office at Flat No.318, Competent House, F-14, Connaught Circus, New Delhi-1. The company is rendering all kinds of communication services globally and deal in all kinds of electronic voice data and video communication system.

For Mach Communications Pvt. Ltd.

Auth. Signatory/Director

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For Telemart Communication (I) Pvt. Ltd. Director

For RADICAL SOFTNET PVT. LTD. Director/Auth. Signatory

For MO-LIFE RETAILS PVT. LTD. Authorised Signatory/Director

for Pacific Inet Support Pvt. Ltd. Authorised Signatory

For A. DESIGN & DETAILS (I&I) PVT. LTD.

For Mo-life Communication (I) Pvt. Ltd.

For Akan tha Finvest Limited

Director

D. MO-LIFE COMMUNICATION (INDIA) PRIVATE LIMITED, (herein after referred to as 'MLCPL'), is a company incorporated under the Companies Act, 1956, and having its registered office at K-20, Lajpat Nagar -II, New Delhi-24. The company is carrying on the business of manufacturing, packaging of mobiles and other related telecommunication products. Also, company deals in telecom products and all kinds of Voice Data and video communication system.

E. MO-LIFE RETAILS PRIVATE LIMITED, (herein after referred to as 'MLRPL'), is a company incorporated under the Companies Act, 1956, and having its registered office at K-15, First Floor, Lajpat Nagar -II, New Delhi-24. The company is rendering all kinds of communication services globally and deal in all kinds of electronic voice data and video communication system.

F. PACIFIC INET SUPPORT PRIVATE LIMITED, (herein after referred to as 'PISPL'), is a company incorporated under the Companies Act, 1956, and having its registered office at Flat No.318, Competent House, F-14, Connaught Place, New Delhi-1. The Company is engaged in the business of Software Development Projects, IT Services, promotion of export of Computer Software, promotion and setting up of IT Training Centers in India and Abroad.

G. RADICAL SOFTENET PRIVATE LIMITED, (herein after referred to as 'RSPL'), is a company incorporated under the Companies Act, 1956, and having its registered office at K-15, FF, Lajpat Nagar -II, New Delhi-24. The Company is engaged in the business of Software Development Projects, IT Services, promotion of export of Computer Software, promotion and setting up of IT Training Centers in India and Abroad.

H. TELEMART COMMUNICATION (INDIA) PRIVATE LIMITED, (herein after referred to as 'TCPL'), is a company incorporated under the Companies Act, 1956, and having its registered office at K-19, Lajpat Nagar -II, New Delhi-24. The company is rendering all kinds of communication services globally and deal in all kinds of electronic voice data and video communication system.

I. The management of all the Companies feels desirable to amalgamate all the entities and consolidate the resources and businesses of the companies. The proposed amalgamation, as envisaged in this Scheme, is driven by the motive of consolidation of businesses under one entity. The other benefits likely to arise through the proposed amalgamation are as follows:

   I. Optimum and efficient utilization of capital, resources, assets and facilities;
   II. Enhancement of competitive strengths including financial resources;
   III. Consolidation of businesses and enhancement of economic value addition and shareholder value; and
   IV. Better management and focus on growing the businesses.

J. It is therefore considered desirable and expedient to amalgamate the said companies and in consideration thereof issue equity shares of AFL to the shareholders of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL in accordance with this Scheme, pursuant to Section 394 and other relevant provisions of the Companies Act, 1956.

For Mach Communications Pvt. Ltd.

Auth. Signatory/Director

For Telemart Communication (I) Pvt. Ltd.

Director/Authorised Signatory

For A. DESIGN & DETAILS (I&I) PVT. LTD.

Director/Authorised Signatory

For MO-LIFE RETAILS PVT. LTD.

Authorised Signatory/Director

For Pacific Inet Support Pvt. Ltd.

Authorised Signatory

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PART-I

GENERAL PROVISIONS

1. Definitions:

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

1.1. Act: means the Companies Act, 1956, and will include any statutory modifications, re-enactments or amendments thereof.

1.2. Appointed Date: means the 1st April, 2008 being the date with effect from which the Scheme shall be applicable or such other date as may be approved by the Hon'ble High Court(s).

1.3. Effective Date: means the date on which certified copy of the order of the Hon'ble High Court(s) under Sections 391 and 394 of the Act sanctioning the Scheme is filed with the Registrar of Companies at Delhi after obtaining the sanctions, orders or approvals referred to in Clause 2 of PART-IV of this Scheme.

1.4. Scheme: means this Scheme of Arrangement and Amalgamation in its present form and with any modifications approved by the Hon'ble High Court(s).

2. Capital Structure:

The Capital Structure of AFL, ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL as on the Appointed Date and immediately before implementation of the Scheme are as under:

2.1. AKANKSHA FINVEST LIMITED

Particulars	Amount (in Rs.)
Authorised Share Capital	
40,00,000 Equity Shares of Rs.10/- each	4,00,00,000.00
Issued, Subscribed & Paid Up Capital	
37,50,300 Equity Shares of Rs. 10/- each fully paid up	3,75,03,000.00

After the appointed date the Company in its Extra Ordinary General Meeting held on 24th April, 2009 has

a) increased its authorized share capital from Rs 4,00,00,000 (Rupees Four crores) divided into 40,00,000 (Forty lacs only) equity shares of Rs. 10 (Rupees Ten) each to Rs. 30,48,00,000 (Rupees Thirty crore forty eight lacs) divided into 3,04,80,000 (Three crore four lacs eighty thousand) equity shares of Rs. 10 (Rupees Ten) each .

b) The Company has approved the allotment of 1,83,20,050 (one crore eighty-three lacs twenty thousand fifty only) Fully Convertible Warrants (Warrants), to be convertible at

For Mach Communications Pvt. Ltd.

Auth. Signatory/Director

the option of warrant holders in one or more trenches, within 18 (eighteen) months from its allotment date into equal number of fully paid up Equity Share of the Company of face value of Rs 10/- (Rupees Ten) each for cash at an exercise price of Rs 10/- (Rupees Ten) on such further terms and conditions as may be finalized by the Board of Directors, subject to compliance of Chapter XIII of SEBI (Disclosure and Investor Protection) Guidelines, 2000 and Clause 40A of Listing Agreement and other approvals.

2.2. A. DESIGN AND DETAILS (INTERIORS & INFRASTRUCTURE) PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorised Share Capital	
2,50,000 Equity Shares of Rs.100/- each	2,50,00,000.00
Issued, Subscribed & Paid Up Capital	
2,50,000 Equity Shares of Rs. 100/- each fully paid up	2,50,00,000.00

2.3. MACH COMMUNICATIONS PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorised Share Capital	
5,00,000 Equity Shares of Rs.10/- each	50,00,000.00
Issued, Subscribed & Paid Up Capital	
5,00,000 Equity Shares of Rs. 10/- each fully paid up	50,00,000.00

2.4. MO-LIFE COMMUNICATIONS (INDIA) PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorised Share Capital	
2,50,000 Equity Shares of Rs.10/- each	25,00,000.00
Issued, Subscribed & Paid Up Capital	
20,000 Equity Shares of Rs. 10/- each fully paid up	2,00,000.00

2.5. MO-LIFE RETAILS PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorised Share Capital	
50,000 Equity Shares of Rs.10/- each	5,00,000.00
Issued, Subscribed & Paid Up Capital	
10,000 Equity Shares of Rs. 10/- each fully paid up	1,00,000.00

For Mo-Life Communications Pvt. Ltd.

Auth. Signatory/Director

For Mo-Life Communication (I) Pvt. Ltd. Director

For RADICAL SOFTNET PVT. LTD. Director/Auth. Signatory

For A. DESIGN & DETAILS (I & I) PVT. LTD. Director/Authorised Signatory

For Mo-Life Retails Pvt. Ltd. Authorised Signatory/Director

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For Akansha Finvest Limited

Director

2.6. PACIFIC INET SUPPORT PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorised Share Capital	
1,00,000 Equity Shares of Rs.10/- each	10,00,000.00
Issued, Subscribed & Paid Up Capital	
97,200 Equity Shares of Rs. 10/- each fully paid up	9,72,000.00

For Telemart Communication (I) Pvt. Ltd.

Director

2.7. RADICAL SOFTNET PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorised Share Capital	
1,00,000 Equity Shares of Rs.10/- each	10,00,000.00
Issued, Subscribed & Paid Up Capital	
10,000 Equity Shares of Rs.10/- each	1,00,000.00

For RADICAL SOFTNET PVT. LTD.

Director/Authorised Signatory

2.8. TELEMART COMMUNICATIONS (INDIA) PRIVATE LIMITED

Particulars	Amount (in Rs.)
Authorised Share Capital	
5,20,00,000 Equity Shares of Rs.10/- each	52,00,00,000.00
Issued, Subscribed & Paid Up Capital	
4,80,00,000 Equity Shares of Rs. 10/- each fully paid up	48,00,00,000.00

For MO-LINK RETAILS PVT. LTD.

Authorised Signatory/Director

For Re-lite Communication (I) Pvt. Ltd.

Auth. Signatory / Director

for Pacific Inet Support Pvt. Ltd.

Authorised Signatory

For Mach Communications Pvt. Ltd.

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For Akansha Finvest Limited

Director

PART-II

TRANSFER & VESTING OF UNDERTAKING

1. This Part-II of the Scheme shall become effective on occurrence of the Effective Date but shall be deemed to be operative from the Appointed Date.

2. Subject to the provisions of the Scheme in relation to the modalities of transfer and vesting, on occurrence of the Effective Date, the whole of the business, personnel, property and assets of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL shall stand transferred to and be vested in AFL without any further act or deed, and by virtue of the Orders passed by the Hon'ble High Court(s).

3. With effect from the Appointed Date, the entire business and undertaking of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL shall stand transferred to and be vested in AFL without any further deed or act, together with all their properties, assets, rights, benefits and interest therein, subject to existing charges thereon in favour of banks and financial institutions, as the case may be, in the following manner:

   3.1. All memberships, licenses, franchises, rights, privileges, all permits, quotas, rights, entitlements, allotments, approvals, consents, concessions available to ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL as on the Appointed Date shall get transferred to AFL without the payment of any fee, charge or securities.

   3.2. All the assets of the ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery by vesting and recordable pursuant to this Scheme, shall stand vested in AFL, with effect from the Appointed Date, and shall become the property and an integral part of AFL.

   3.3. With effect from the Appointed Date, all movable property of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL, other than those specified in sub-clause 3.2 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons shall without any act, instrument or deed become the property of AFL.

   3.4. With effect from the Appointed Date, all immovable property (including land, buildings and any other immovable property) of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in AFL, without any act or deed done by any of the Transferor or Transferee Companies.

For RADICAL SOFTNET PVT. LTD.

For Mo-life Communication (I) Pvt. Ltd.

Auth. Signatory / Director

for Pacific Inet Support Pvt. Ltd.

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For Mach Communications Pvt. Ltd.

Auth. Signatory/Director

3.5. With effect from the Appointed Date, AFL shall be entitled to exercise all rights and privileges and be liable to pay ground rent, taxes and fulfill obligations, in relation to or applicable to such immovable properties. The mutation/substitution of the title to the immovable properties shall be made and duly recorded in the name of AFL by the appropriate authorities pursuant to the sanction of the Scheme by the Hon'ble High Court(s) and the Scheme becoming effective in accordance with the terms hereof.

3.6. With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of accounts or disclosed in the balance sheets of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL, shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of AFL.

3.7. Without prejudice to the generality of the provisions contained herein, all loans rose after the Appointed Date but before the Effective Date and liabilities incurred by ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL after the Appointed Date but before the Effective Date for their operations shall be deemed to be of AFL.

3.8. The transfer and vesting of the entire business and undertaking of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL, as the case may be.

Provided that the securities, charges and mortgages (if any subsisting) over and in respect of the part thereof, of AFL shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL vested in AFL pursuant to the Scheme.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL which shall vest in AFL by virtue of the amalgamation of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL with AFL and AFL shall not be obliged to create any further or additional security there for after the amalgamation has become operative.

3.9. With effect from the Appointed Date, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL to which ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL are the party or to the benefit of which ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL may be eligible, and which are subsisting or having effect immediately before the effective Date, shall be in full force and effect against or in favor of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL and may be

For Akansha Tie-up Pvt. Ltd.
Director

For RADICAL SOFTNET PVT. LTD.
Director/Auth. Signatory

For Pacific Inet Support Pvt. Ltd.
Authorised Signatory

For Mach Communication (I) Pvt. Ltd.
Auth. Signatory / Director

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For Mach Communication (I) Pvt. Ltd.
Auth. Signatory/Director

enforced as fully and effectually as if, instead of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL or TCPL, AFL had been a party or beneficiary or obligee thereto.

3.10. With effect from the Appointed Date, all permits, quotas, rights, entitlements, licenses including those relating to trademarks, tenancies, patents, copyrights, privileges, software, powers, facilities of every kind and description of whatsoever nature in relation to ADDPL, MCPL, MLCPL, MLRPL,PISPL, RSPL and TCPL to which ADDPL, MCPL, MLCPL, MLRPL,PISPL, RSPL and TCPL are the party or to the benefit of which ADDPL, MCPL, MLCPL, MLRPL,PISPL, RSPL and TCPL may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be enforceable as fully and effectually as if, instead of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL or TCPL, AFL had been a party or beneficiary or obligee thereto.

3.11. With effect from the Appointed Date, any statutory licenses, no-objection certificates, permissions or approvals or consents required to carry on operations of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL or granted to ADDPL, MCPL, MLCPL, MLRPL,PISPL, RSPL and TCPL shall stand vested in or transferred to AFL without further act or deed, and shall be appropriately transferred or assigned by the statutory authorities concerned therewith in favor of AFL upon the vesting of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL Businesses and Undertakings pursuant to this Scheme. The benefit of all statutory and regulatory permissions, licenses, approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RPL and TCPL shall vest in and become available to AFL pursuant to this scheme.

3.12. AFL will, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangements in relation to ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL to which ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL are parties, in order to give formal effect to the above provisions. AFL shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL and to carry out or perform all such formalities or compliances referred to above on part of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL.

3.13. With effect from the Appointed Date, AFL shall bear the burden and the benefits of any legal or other proceedings initiated by or against ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL.

Provided however, all legal, administrative and other proceedings of whatsoever nature by or against ADDPL, MCPL, MLCPL, MLRPL,PISPL, RSPL and TCPL pending in any court or before any authority, judicial, quasi judicial or administrative, any adjudicating authority and/or arising after the Appointed Date and relating to ADDPL, MCPL, MLCPL, MLRPL,PISPL, RSPL and TCPL, or their respective properties, assets, liabilities, duties

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and obligations shall be continued and/or enforced until the Effective Date by or against ADDPL, MCPL, MLCPL, MLRPL,PISPL, RSPL and TCPL; and from the Effective Date, shall be continued and enforced by or against AFL in the same manner and to the same extent as would or might have been continued and enforced by or against ADDPL, MCPL, MLCPL, MLRPL,PISPL, RSPL and TCPL.

3.14. If any suit, appeal or other proceedings of whatever nature by or against ADDPL, MCPL, MLCPL, MLRPL,PISPL, RSPL and TCPL be pending, the same shall not abate, be discontinued or be in any way be prejudicially affected by reason of the transfer of the ADDPL, MCPL, MLCPL, MLRPL,PISPL, RSPL and TCPL Businesses and Undertakings or of anything contained in this scheme but the proceedings may be continued, prosecuted and enforced by or against AFL in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL as if this Scheme had not been made.

3.15. On occurrence of the Effective Date, all persons that were employed by ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL immediately before such date shall become employees of AFL with the benefit of continuity of service on same terms and conditions as were applicable to such employees of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL immediately prior to such transfer and without any break or interruption of service. AFL undertakes to continue to abide by agreement/settlement, if any, entered into by ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL with any union/employee thereof. With regard to Provident Fund, Gratuity Fund, Superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of ADDPL, MCPL, MLCPL, MLRPL,PISPL, RSPL and TCPL, upon occurrence of the Effective Date, AFL shall stand substituted for ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL, 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. The existing Provident Fund, Gratuity Fund and Superannuation Fund or obligations, if any, created by ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL for their employees shall be continued for the benefit of such employees on the same terms and conditions. With effect from the Effective Date, AFL will make the necessary contributions for such transferred employees of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL and deposit the same in Provident Fund, Gratuity Fund or Superannuation Fund or obligations, where applicable. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL in relation to such schemes or funds shall become those of AFL.

3.16. Loans or other obligations, if any, due between AFL and ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL shall stand discharged and there shall be no liability in that behalf. In so far as any securities, debentures or notes issued by ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL and held by AFL and vice versa are concerned, the same

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For Pacific Commercials (I) Pvt. Ltd.
Director/Authorised Signatory

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For Pacific Inst Support Pvt. Ltd.

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Auth. Signatory/Director

shall, unless sold or transferred by holder of such securities, at any time prior to the Effective Date, stand cancelled and shall have no further effect.

3.17. With effect from the Appointed Date, all motor vehicles of any description whatsoever of shall stand transferred to and be vested in, and the appropriate Governmental and Registration Authorities shall substitute the name of AFL in place of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL, as the case may be.

3.18. With effect from the Appointed Date, all the profits or income accruing or arising to RIL, and all expenditure or losses arising or incurred by ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL shall, for all purposes, be treated (including all taxes, if any, paid or accruing in respect of any profits and income) and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of AFL. Moreover, AFL shall be entitled to revise its statutory returns relating to indirect taxes like sales tax/ service tax/excise returns etc. and to claim refund/credits and/or set off all amounts under the relevant laws towards the transactions entered into by AFL and ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL which may occur between the appointed date and the effective date. The rights to make such revisions in the sales tax returns and to claim refunds/credits are expressly reserved in favour of AFL.

3.19. It is expressly clarified that with effect from the Appointed Date, all taxes payable by ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL including all or any refunds of the claims/TDS Certificates shall be treated as the tax liability or refunds/claims/TDS Certificates as the case may be of AFL.

3.20. AFL shall be entitled to revise its all Statutory returns relating to Direct taxes like Income Tax and Wealth Tax and to claim refunds/advance tax credits and/or set off the tax liabilities of AFL, ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL under the relevant laws and its rights to make such revisions in the Statutory returns and to claim refunds, advance tax credits and/or set off the tax liabilities is expressly granted.

3.21. From the Effective Date and till such time as the name of AFL would get entered as the account holder in respect of all the bank accounts and demat accounts of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL in the relevant banks' books of record, AFL shall be entitled to operate the bank accounts of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL.

4. **Conduct of Business**

4.1. With effect from the Appointed Date and until occurrence of the Effective Date:

4.1.1. ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL shall be deemed to carry on all their businesses and activities and stand possessed of their properties and assets

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Authorised Signatory
for Much Communications Pvt. Ltd.

For Akansha Finvest Limited

Director

for and on account of and in trust for AFL; and all the profits accruing to ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL and all taxes thereon or gains or losses arising or incurred by them shall, for all purposes, be treated as and deemed to be the profits or losses, as the case may be, of AFL;

4.1.2. ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL shall carry on their businesses with reasonable diligence and in the same manner as they had been doing hitherto, and ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL shall not alter or substantially expand their businesses except with the concurrence of AFL;

4.1.3. ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL shall not, without the written concurrence of AFL, alienate charge or encumber any of their properties except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of AFL, as the case may be.

4.1.4. ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL shall not vary or alter, except in the ordinary course of their business or pursuant to any preexisting obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of AFL the terms and conditions of employment of any of its employees, nor shall it conclude settlement with any union or its employees except with the written concurrence of AFL.

4.1.5. With effect from the Appointed Date, all debts, liabilities, duties and obligations of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL as on the close of business on the date preceding the Appointed Date, whether or not provided in their books and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of AFL.

4.2. With effect from the Effective Date, AFL shall commence and carry on and shall be authorized to carry on the businesses carried on by ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL.

4.3. For the purpose of giving effect to the vesting order passed under Sections 391 and 394 of the Act in respect of this Scheme by the Hon'ble High Court(s), AFL shall, at any time pursuant to the orders on this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the vesting of the ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL Businesses and undertakings in accordance with the provisions of Sections 391 and 394 of the Act. AFL shall be authorized to execute any pleadings; applications, forms, etc. as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.

For Reliance Retail Ventures Ltd.

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Director

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For NUCLEUS RETAILS PVT. LTD.
Authorised Signatory/Director

For Pacific Fincap Ltd.
Authorised Signatory

11

PART-III

REORGANIZATION OF CAPITAL

1. Further Issue of Shares in AFL

1.1. Issue of Shares in the Share Capital of AFL:

Upon this Scheme coming into effect and upon transfer and vesting of the business and undertaking of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL in AFL, the consideration in respect of such transfer shall, subject to the provisions of the Scheme, be paid and satisfied by AFL as follows:

1.1.1. AFL shall (without further application, act or deed) issue and allot to each of the shareholders of ADDPL, Equity shares in proportion of *1585 (One Thousand, Five Hundred and Eighty-Five) Equity shares of Rs.10/- (Rupees Ten) each in AFL for every 100 (Hundred) Equity shares of Rs.100/- (Rupees Hundred)* each held by them in ADDPL pursuant to this proposed Amalgamation.

1.1.2. AFL shall (without further application, act or deed) issue and allot to each of the shareholders of MCPL, Equity shares in proportion of *421 (Four Hundred and Twenty-One) Equity shares of Rs.10/- (Rupees Ten) each in AFL for every 100 (Hundred) Equity shares of Rs.10/- (Rupees Ten) each* held by them in MCPL pursuant to this proposed Amalgamation.

1.1.3. *AFL shall not issue any shares to the shareholders of MLCPL pursuant to this proposed Amalgamation, since Value per share as computed of MLCPL is negative.*

1.1.4. AFL shall (without further application, act or deed) issue and allot to each of the shareholders of MLRPL, Equity shares in proportion of *83 (Eighty-Three) Equity shares of Rs.10/- (Rupees Ten) each in AFL for every 100 (Hundred) Equity shares of Rs.10/- (Rupees Ten) each* held by them in MLRPL pursuant to this proposed Amalgamation.

1.1.5. AFL shall (without further application, act or deed) issue and allot to each of the shareholders of PISPL, Equity shares in proportion of *70 (Seventy) Equity shares of Rs.10/- (Rupees Ten) each in AFL for every 100 (Hundred) Equity shares of Rs.10/- (Rupees Ten) each* held by them in PISPL pursuant to this proposed Amalgamation.

1.1.6. *AFL shall not any issue shares to the shareholders of RSPL pursuant to this proposed Amalgamation, since Value per share as computed of RSPL is negative.*

1.1.7. AFL shall (without further application, act or deed) issue and allot to each of the shareholders of TCPL, Equity shares in proportion of *120 (One Hundred and Twenty) Equity shares of Rs.10/- (Rupees Ten) each in AFL for every 100*

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(Hundred) Equity shares of Rs.10/- (Rupees Ten)) each held by them in TCPL pursuant to this proposed Amalgamation.

1.1.8. For arriving at the share exchange ratio, the Companies have considered the Valuation Report submitted by an independent professional firm, M/s Rakesh Raj & Associates, Chartered Accountants. Companies have also SEBI Registered Category 1 Merchant Bankers, M/s RR Investors Capital Services Pvt. Ltd to review and give their Fairness Opinion on the Valuation and the shares exchange ratio as suggested by M/s Rakesh Raj & Associates. M/s RR Investors Capital Services Pvt. Ltd. has given a combined Fairness Opinion.

1.1.9. Cross holding (if any), whether among the Transferor Companies or between any Transferor Company and the Transferee Company shall get cancelled at the time of allotment of shares to the shareholders of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL by AFL and the approval of Scheme by the Court under section 391 and 394 of the Act shall also be treated as approval under section 100 to 105 of the Act for reduction of capital pursuant to such cancellations.

1.1.10. Any fractional entitlement for shares in AFL arising as per the Scheme shall be consolidated into nearest possible whole shares and the proceeds thereof shall be transferred to the Prime Minister Relief Fund or such similar benevolent fund as the Board of AFL deems fit. The Board of Directors of AFL shall be entitled to take all necessary steps in this regard.

1.1.11. The said Equity shares in the capital of AFL be issued to the shareholders of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL shall rank *pari passu* in all respects, with the existing Equity shares in AFL from the Appointed Date. Such shares in AFL, to be issued to the shareholders of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL will, for all purposes, save as expressly provided otherwise, be deemed to have been held by each such member from the Appointed Date.

Being a listed Company, the said equity shares in the capital of AFL to be issued to the shareholders of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL in consideration of the merger of the Transferor Companies into the Transferee Company shall be in compliance of the provisions of the Listing Agreement of AFL with the Stock Exchanges, especially the provisions of Clause 24 and 40A and hence the allotment shall be made in such a manner that the post allotment promoters holding in the Company is not more than 75% of the total paid-up capital of AFL.

Presently, there are 1,83,20,050 (One crore, Eighty-three lacs, Twenty thousand and fifty only) Fully Convertible Warrants , to be convertible at the option of warrant holders outstanding at the time of filing of the Scheme. In case the warrant holders do not apply for conversion of these warrants, the promoters of

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the Transferee Companies have agreed and consented that to comply with the provisions of Clause 40A of the Listing Agreement they will not be allotted more than 90,20,920 (Ninety Lacs Twenty Thousand Nine Hundred and Twenty) equity shares in the Transferee Company in consideration of the merger of the Transferor Companies and in case of part conversion of the warrants, the Promoters shall be allotted only such number of shares as to make the shareholding of promoters not more than 75% (seventy-five percent) of the expanded capital base.

1.1.12. Upon the Scheme becoming effective and subject to the above provisions, the shareholders of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL as on the record date shall receive new share certificates. Upon the issue and allotment of new shares in the capital of AFL to the shareholders of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL, the share certificates in relation to the shares held by them in ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL shall be deemed to have been cancelled. All certificates for the new shares in the capital of AFL shall be sent by AFL to the said shareholders of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL at their respective registered addresses as appearing in the said registers (or in the case of joint holders to the address of that one of the joint holders whose name stands first in such Registers in respect of such joint holding) and AFL shall not be responsible for any loss in transmission.

1.1.13. With effect from the Effective Date, without any further acts or deeds on the part of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL or AFL and notwithstanding anything contained in Sections 94 to 97 of the Act and without any further act or deed, the Authorised Share capital of ADDPL, MCPL, MLCPL, MLRPL,PISPL, RSPL and TCPL as appearing in their Memorandum of Association on the Effective Date shall get clubbed with the Authorised Share Capital of AFL as appearing in its Memorandum of Association on the Effective Date and pursuant to this clubbing the Clause V of the Memorandum of Association of AFL shall stand altered and be substituted with effect from the Effective Date. The Face Value of Equity Share in the consolidated Authorized Capital shall remain be Rs. 10/- (Rupees Ten) per share.

1.1.14. On approval of the Scheme by the members of AFL pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded their consent under relevant Articles of the Articles of Association of the Company and Section 94, 97 and other provisions of the Act as may be applicable for giving effect to the provisions contained in the Scheme.

1.2 If required, AFL shall take necessary steps to increase its Authorized Share Capital on or before the effective date so as to make it sufficient for allotment of shares to the shareholders of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL in consideration of amalgamation.

For Mech Communications Pvt. Ltd.

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14

1.3. Accounting for Amalgamation

The Exchange Ratio stated in clause 1.1.1 - 1.1.7 above, has been accepted by the Boards of Directors of ADDPL, MCPL, MLCPL, MLRPL, PISPL,RSPL,TCPL and AFL.

1.4. Subject to clauses 1.5 & 1.6 below, the amalgamation would be accounted for by applying the Pooling of Interest Method of accounting as contained in the "Accounting Standard 14: Accounting for Amalgamations" as prescribed in the Companies (Accounting Standards) Rules, 2006 issued by the Ministry of Corporate Affairs, as may be amended from time to time.

1.5. AFL shall record Assets and Liabilities of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL at either their existing carrying amounts.

1.6. The difference between consideration payable and the value of net assets acquired shall be adjusted in the consolidated Reserves of the Transferee Company. Also, the difference, if any arising from the cancellation of cross-holdings (if any) shall be adjusted in the consolidated reserves of the Transferee Company.

2. Saving of Concluded Transactions

The transfer of properties and liabilities and the continuance of proceedings by or against ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL as envisaged in above shall not affect any transaction or proceedings already concluded by AFL on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL accept and adopts all acts, deeds and things done and executed by AFL in respect thereto as done and executed by AFL in respect thereto as done and executed on behalf of itself.

3. Dissolution of ADDPL, MCPL, MLCPL, MLRPL,PISPL, RSPL and TCPL

On occurrence of the Effective Date, ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL shall, without any further act or deed, stand dissolved without winding up.

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For Akasha Finvest Limited

Director

PART - IV

OTHER PROVISIONS

1. Application/Petition to High Court(s):

1.1. ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL and AFL shall, with all reasonable dispatch, make application/petition to the Hon'ble High Court(s), respectively, under Section 391 and other applicable provisions of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the classes of their respective members and/or creditors and for sanctioning the Scheme with such modifications as may be approved by the Hon'ble High Court(s).

1.2. On the Scheme being agreed to by the requisite majorities of all the classes of the members and/or creditors of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL and AFL shall, with all reasonable dispatch, apply to the Hon'ble High Court(s), for sanctioning the Scheme under Sections 391, 394 and other applicable provisions of the Act, and for such other orders, as the said High Court(s) may deem fit for carrying this Scheme into effect and for dissolution of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL without winding-up.

2. Conditionality of Scheme:

The Scheme is conditional upon and subject to:

2.1. The Scheme being agreed to by the respective requisite majority of members and/or creditors of each of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL, TCPL and AFL;

2.2. The Scheme being approved by the Stock Exchange(s);

2.3. The Scheme being approved by the Hon'ble High Court(s);

2.4. All certified copies of the order(s) of the High Court(s) sanctioning this Scheme being filed with the Registrar of Companies;

2.5. This Scheme although to come into operation from the Appointed Day shall not become effective until which the necessary certified copies of the order(s) under Sections 391 to 394 of the Act shall be duly filed with the Registrar of Companies.

3. Modification or Amendment

3.1. AFL (acting through its Board of Directors) and ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL (each acting through its respective Board of Directors) may assent to any modifications or amendments to this Scheme which the High Court(s) and/or other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for any question or doubt or difficulty that may

For Mach Communications Pvt. Ltd.

Auth. Signatory/Director

For RADICAL SOFTTECH (INDIA) PVT. LTD.

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For Akanaha Finvest Limited

Director

arise for implementing and/or carrying out the scheme or which is generally in the benefit or interest of the shareholders and/or creditors. AFL (acting through its Board of Directors) and ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL (each acting through its respective Board of Directors) and after the dissolution of ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL and TCPL; AFL (by its Board of directors) be and is hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubt, difficulties or questions whether by reason of any order(s) of the High Court(s) or of any directive or order(s) of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.

3.2. ADDPL, MCPL, MLCPL, MLRPL, PISPL, RSPL, TCPL and AFL shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the Hon'ble High Court(s) or any other authority is not on terms acceptable to them.

4. General Terms and Conditions

All costs, charges, fees, taxes including duties (including the stamp duty, if any, applicable in relation to this Scheme), levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing the terms and conditions or provisions of this Scheme and matters incidental thereto shall be borne and paid by AFL. All such costs, charges, fees, taxes, stamp duty including duties (excluding the stamp duty, if any, paid on this scheme which shall be pro rata added to the value of the immovable properties), levies and all other expenses, shall be debited to the Profit and Loss Account of AFL.

For Pacific Intl Support Pvt. Ltd.

Authorised Signatory

For Mach Communications Pvt. Ltd.

Auth. Signatory/Director

For RADICAL SOFTNET PVT. LTD.

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Schedule – III

24

A. Design and Details (Interiors & Infrastructure) Private Limited

Transferor Company No. 1

SCHEDULE OF PROPERTIES (AS ON 31.03.2008)

PART-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	No. of Shares	Amount
	Not Applicable		

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount
	Not Applicable		

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount (In Rs.)
CHARGES			
1.	Tranden Roller (Movable Asset)	Centurion Bank of Punjab M-39, F.F, Outer Circle, Connuaght Place, New Delhi	1,980,000
2	Paver Finisher (Movable Asset)	- Centurion Bank of Punjab M-39, F.F, Outer Circle, Connuaght Place, New Delhi	1,100,000
3.	Tata-2518 (Movable Asset)	-ICICI Bank Limited Land mark race course circle, Varodara, Gujarat	2,447,180
4.	Gujrat Appolo DM-50 (Movable Asset)	- ICICI Bank Limited Land mark race course circle, Varodara, Gujarat	2,201,705
5.	1 no. Solid Sensor Paver, 2 No. of Hot Mix Plant DM 45, DM 35 (Movable Asset)	-GE Capital Transportation Financial Services Limited AIFACS Building,1 Rafi Marg, New Delhi	6,393,462
6.	Hypothecation of entire current movable assets of the Company those pertaining to infrastructure	Dhanlaxmi Bank H-17 Outer circle, Cannaught place, New delhi-110001	60,000,000

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	development (mainly construction of roads) and interior designing belonging to the company, wherever lying whether in the godowns or outside, all over India or in transit or at ports. AND Hypothecation of entire book debts of the company. (Movable Assets)		
INVESTMENT			
1.	137000 shares of Telemax Links (India) Pvt. Ltd.	Zen House, 261, Kohinoor Enclave, Western Marg, Saidullajab, New Delhi- 30	1,370,000
2.	50000 shares of SBI Infrastructure Fund-1-Growth	–	500,000

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars	Amount (In Rs.)
Current Assets, Loans & Advances		
1.	Inventories	21,269,367.72
2.	Sundry Debtors	111,185,836.00
3.	Cash & Bank Balance	1,295,213.33
4.	Loans & Advances	45,786,080.00
Fixed Assets		
1.	Gross Block 66535747.80	
	Less: Depreciation 12282286.93	
	Net Block	54,253,460.87

For A. Design and Details (Interiors & Infrastructure) Private Limited

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Examiner Judicial Department
High Court of Delhi at
Authorised Under Section 76
of the Indian Evidence Act.

Mach Communications Private Limited

Transferor Company No. 2

SCHEDULE OF PROPERTIES (AS ON 31.03.2008)

PART-I

SHOIT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S.N.	Particulars	Address	Amount
	Not Applicable		

PART-II

SHRT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

S.N.	Particulars	Address	Amount
	Not Applicable		

PART-II

SHORT DESCRIPTION OF THE ALL STOCKS SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY

Detail of nvestment

S. N.	Particulars	Address	Amount (In Rs.)
Investmnt			
1.	SBI Infrastructure Fund Account	-	200,000.00
2.	FDR with Syndicate Bank	-	215,665.44
Charge			
1.	Hypothecation of entire current movable assets of the Company, including Plantronics headsets and other accessories (used by call centers) lying in godown of the Company all over India or transit or ports Hypothecation of entire book debts of the Company (Movable Asset)	Dhanlaxmi Bank H-17 Outer circle, Cannaught place, New delhi-110001	10,000,000

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High Court of ...
Bombay Under ...
... Act, 1956

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars		Amount (In Rs.)
Current Assets, Loans & Advances			
1.	Inventories		14,264,055.55
2.	Sundry Debtors		20,628,529.40
3.	Cash & Bank Balance		3,199,208.27
4.	Loans & Advances		4,829,757.71
Fixed Assets			
1.	Gross Block	1,795,656.85	
	Less: Depreciation	965,500.12	
	Net Block		830,156.73

For Mach Communications Private Limited

(Director)

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of Delhi u/s
Act

Mo – Life Communication (India) Private Limited

Transferor Company No. 3

SCHEDULE OF PROPERTIES (AS ON 31.03.2008)

PART-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount
	Not Applicable		

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount
	Not Applicable		

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount
	Nil		

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars		Amount (In Rs.)
Current Assets, Loans & Advances			
1.	Inventories		12,023,452.00
2.	Sundry Debtors		19,564,674.85
3.	Cash & Bank Balances		45,171.00
4.	Loans & Advances		2,700,692.07
Fixed Assets			
1.	Gross Block	405,752.15	
	Less: Depreciation	129,359.13	
	Net Block		276,393.02

For Mo – Life Communication (India) Private Limited

Director

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Examiner Judicial Department
High Court of Delhi at
Authority under Section 76
Indian Evidence Act

MO-LIFE RETAILS PRIVATE LIMITED

Transferor Company No. 4

SCHEDULE OF PROPERTIES (AS ON 31.03.2008)

PART-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount
	Not Applicable		

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount
	Not Applicable		

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount
	Nil		

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars	Amount (In Rs.)
Current Assets		
1.	Cash in hand	71,468.00

For MO-LIFE RETAILS PRIVATE LIMITED

Director

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Examiner Judicial Department
High Court of Delhi at
Authorised Under Section
Indian Evidence Act

PACIFIC I.NET SUPPORT PRIVATE LIMITED

Transferor Company No. 6

SCHEDULE OF PROPERTIES (AS ON 31.03.2008)

PART-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount
	Not Applicable		

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount
	Not Applicable		

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY

Sr. No.	Particulars	Address	Amount (In Rs.)
Investment			
1.	Shares of Delichem Pharmaceuticals Pvt. Ltd.	3446, Bajrang Gali Chawri Bazar, Delhi -110006	10,800.00
2.	Shares of Pinewood Agencies Pvt. Ltd. Earlier known as: Delichem Agency Pvt. Ltd.	3446, Bajrang Gali Chawri Bazar, Delhi -110006	24,000.00
3.	Shares of Delichem Hardware Pvt. Ltd.	3446, Bajrang Gali Chawri Bazar, Delhi -110006	28,700.00
4.	EMU Export Pvt. Ltd.	K-15, Ist Floor, Lajpat Nagar-II, New Delhi - 110024	6,000.00
5.	SKG Communications Pvt. Ltd. Earlier known As: Supriya Textiles Pvt. Ltd.	G-31 Kalkaji Delhi	2,500.00

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Examiner, Official Depar... Court of Delhi ... Under Section ... Indian Evidence Act

6.	Travancore Marketing Pvt. Ltd.	3446, Bajrang Bali Street, Chawri Bazar, New Delhi - 110006	7,700.00
Charges			
	Nil	Nil	

PART-IV
DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars	Amount (In Rs.)
Current Assets		
1.	Cash in hand	14,059.00
Loans & Advances		
1.	Advances recoverable in cash or in kind for the value to be received	1,031,318.00
2.	Refund Due A.Y. 07-08	447.00

For PACIFIC I.NET SUPPORT PRIVATE LIMITED

(Director)

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High Court of Delhi at
Authorised under Section 76
Indian Evidence Act

32

RADICAL SOFTNET PRIVATE LIMITED

Transferor Company No. 6

SCHEDULE OF PROPERTIES (AS ON 31.03.2008)

PART-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount
	Not Applicable		

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount
	Not Applicable		

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount
	Nil		

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars		Amount (In Rs.)
Current Assets			
1.	Stock in trade		214,097.00
2.	Sundry Debtors		269,586.36
3.	Cash & Bank Balance		(33,011,319.85)
Loans & Advances			
1.	Loans & Advances		1,627,045.00
Fixed Assets			
	Gross Block	9,948,361.18	
	Less: Depreciation	3,106,395.42	
	Net Block		6,841,965.76

For RADICAL SOFTNET PRIVATE LIMITED

(Director)

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TELEMART COMMUNICATION (INDIA) PRIVATE LIMITED

Transferor Company No. 7

SCHEDULE OF PROPERTIES (AS ON 31.03.2008)

PART-I

SHORT DESCRIPTION OF THE FREE HOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount
	Not Applicable		

PART-II

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount
	Not Applicable		

PART-III

SHORT DESCRIPTION OF THE ALL STOCKS SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY

S. N.	Particulars	Address	Amount (In Rs.)
	All the Current Assets lying at the Company's premises, godown, showroom, factory or anywhere else including transit Modified on 28.03.2007 before this was of Rs.600,000,000 (Movable Asset)	State bank Of India, A-5 South Extension Part I New Delhi	1,000,000,000
2.	First Pari Passu hypothecation charge on current assets, book debts, movable assets and Plant & Machinery Modified on 24.10.2007 before this was of Rs. 300,000,000 (Movable Asset)	IndusInd Bank Dr. Gopal das Building 28 Barakhamba Road Delhi.	500,000,000
3.	Hypothecation on pari passu basis of entire current movable asset of	Dhanlaxmi Bank H-17 Outer circle, Cannaught place, New delhi-	50,000,000

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	Mobile handsets & assessories of all makes & sizes including stock & accessories lying in godown of the Company (Movable Asset)	110001	
Investment			
1.	Gateway Distriparks Ltd	Sector 6, Dronagiri, Tal: Uran, Dt: Raigad, Navi Mumbai-400707, Maharashtra	1,023,721.10
2.	IKF Technologies Ltd.	Rashmi Building 2nd Floor,Plot No. XI-16, Block EP & GP, Salt Lake Electronic Complex, Sector V, Kolkata – 700091, West Bengal	3,441,809.80
3.	Anant Raj Industries Ltd.	85.2 Km Stone, Village Bhudla, P.O. Sangwari, Disst.Rewari - 123401, Haryana	1,016,838.64
4.	Arvind Remedies Ltd.	80,POONAMALLEE HIGH ROAD, CHENNAI – 600084, Tamil Nadu	1,688,490.00
5.	GTL Infrastructure Ltd.	Maestros House, Midc Building No.2, Sector-2, Millennium Business Park, Mahape, Navi Mumbai-400710, Maharashtra	37,110.00
6	Ispat Industries Ltd.	Park Plaza 1st Floor 71 Park St, Kolkata 700016, West Bengal	54,160.00
7	Cybele Industries Ltd.	New No.138, Old No.237, Sidco Industrial Estate, Ambattur, Chennai 600098, Tamil Nadu	1,089,192.00
8.	SBI One India Fund	-	1,240,000.00
9.	Shares of A.Design and Details (Interiors & Infrastructure) Pvt. Ltd.	K-20, IInd Floor, Lajpat Nagar-II, New Delhi - 110024	9,000,000.00
10.	Share Application Money to Telecare Network (India) Pvt. Ltd.	K-17 Lajpat Nagar Part –II, New Delhi	25,000,000.00
11.	Shares of Mach Comm. (India) Pvt. Ltd.	318 Competent House, F-14 Connaught Place, New Delhi - 110001	2,000,000.00

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High Court of Delhi at
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Indian Evidence Act.

PART-IV

DETAILS OF CURRENT ASSETS, LOANS & ADVANCES AND OTHER FIXED ASSETS

S. N.	Particulars		Amount (in Rs.)
Current Assets			
1.	Sundry Debtors		663,144,386.20
2.	Cash & Bank Balances		20,532,387.49
3.	Loans & Advances		181,562,090.53
4.	Inventory		163,605,175.58
Fixed Assets			
	Gross Block	230,535,103.27	
	Less: Depreciation	99,336,783.80	
	Net Block		131,198,319.47

Dated this the 27th January, 2011
By order of the Court

-Sd/-
Joint Registrar (Co.)
for Registrar General

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High Court of Delhi

New Delhi

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9/3/11