



TELEDATA MARINE SOLUTIONS LTD

(Incorporated as a Public Limited Company on 27th July 2006 under the name and style "Teledata Marine Solutions Ltd" under the provisions of the Indian Companies Act, 1956 in the State of Tamilnadu)

Regd.Office: Teledata Tower, First Floor, 37/1, Velachery Tambaram Main Road,, Velachery, Chennai – 42
Tel: 044-42207000 Fax: 044-22432727

Web Site: www.teledatamarine.com

Email: secretarial@teledatamarine.com

INFORMATION MEMORANDUM FOR LISTING OF EQUITY SHARES

GENERAL RISKS

"Investment in Equity and equity- related securities involve a degree of risk and investors should not invest in the equity shares of Teledata Marine Solutions Ltd unless they can afford to take the risk of losing their investment. Investors are advised to read the Risk Factors carefully before taking an investment decision in the shares of Teledata Marine Solutions Ltd. For taking an investment decision, investors must rely on their own examination of the Company including the risks involved. The securities have not been recommended or approved by Securities Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy of this document"

ABSOLUTE RESPONSIBILITY OF TELEDATA MARINE SOLUTIONS LIMITED

"Teledata Marine Solutions Limited have made all reasonable inquiries, accepts responsibility for and confirms that this Information Memorandum contains all information with regard to Teledata Marine Solutions Limited, which is material, that the information contained in the Information Memorandum is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which makes this Information Memorandum as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect".

LISTING

The Equity Shares of Teledata Marine Solutions Limited are proposed to be listed on Bombay Stock Exchange Limited and National Stock Exchange of India Limited.

SHARE TRANSFER AGENT

M/s.Cameo Corporate Services Limited
"Subramaniam Building" V Floor
1, Club House Road, Chennai – 2
Phone No. 044-28462700

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RISK FACTORS

Risk envisaged by the Management:

1. The Industry is prone to high risk of technological upgradation

Management perception to risk Factor

The company is poised to meet the technological obsolescence and has been continuously upgrading its technical skills to keep pace with the changing trends. The company also constantly provides training to its staff in order to adapt to the changing technologies.

2. Substantial revenues derived from Subsidiary companies

Management perception to Risk factor

Though substantial portion of the revenues are contributed by the subsidiary companies, streamlining of operations, effectively monitoring and controlling the financial functions of the subsidiaries will ensure proper operation of subsidiaries and realization of revenues.

3. Diversification of business would have impact on shipping business

Management perception to risk factor

However, the well thought out business strategy and expertise adopted will ensure the successful progress of its diversified projects and mitigate the risks therein.

4. Environmental Pollution Certification are subject to USA regulations -

Management perception to risk factor

However, discussions are on with the authorities of UAE, Singapore, Australia, Japan, Thailand and few other potential countries to promote & adopt similar regulations / standards.

5. Implications of fast growth of the company

Management perception to risk factor

Company keeps its people and process in control to move at par with the fast growing business of the company.

PART I

TELEDATA MARINE SOLUTIONS LIMITED

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I. GENERAL INFORMATION

Authority for Listing

The Hon'ble High Court of Madras, vide its order dated 12.10.2007 has approved the Composite scheme of Arrangement between Teledata Informatics Ltd and Teledata Marine Solutions Ltd and Teledata Technology Solutions Ltd and Sirius Shipping Company Ltd whereby Teledata Marine solutions division will be demerged from Teledata Informatics Ltd and transferred to Teledata Marine Solutions Ltd, under Sections 391 to 394 of the Companies Act, 1956. In accordance with the said scheme, the Equity shares of Teledata Marine Solutions Limited, subject to applicable regulations, be listed and admitted to trading of Bombay Stock Exchange Limited ("BSE") and National Stock Exchange of India Limited (NSE). Such listing and admission for trading will be subject to fulfillment by the Company of listing criteria of BSE for such issues and also subject to such other terms and conditions as may be prescribed by BSE and NSE for listing of Company's shares.

Eligibility Criterion

There being no Initial Public Offering or Rights Issue, the eligibility criteria in terms of Clause 2.2.1 of SEBI (DIP) Guidelines, 2000 does not become applicable. However, the Company has applied to Securities & Exchange Board of India, through Bombay Stock Exchange vide letter dated 1st April 2008 requesting for relaxation from the applicability of Rule 19(2) (b) of securities Contract (Regulations) Rules, 1957 subject to transferee Company, viz., Teledata Marine Solutions Ltd, complying with the provisions of clauses 8.3.5.1 (vi), 8.3.5.3 and 8.3.5.4 of SEBI (DIP) Guidelines, 2000. The Company has applied to Securities and Exchange Board of India, vide their letter dated 23rd November 2010, requesting for relaxation from the applicability of Rule 19(2)(b) of Securities Contract (Regulation) Rules, 1957 subject to transferee Company, viz., Teledata Marine Solutions Ltd, complying with the provisions of Clause 5 of Part A of the SEBI Circular No. SEBI/CFD/SCRR/01/2009/03/09 dt. September 3, 2009.

The Company has submitted its Information Memorandum, containing information about itself, making disclosures in line with the disclosure requirement for public issues, as applicable, to BSE for making the said Information Memorandum available to public through their websites viz.

The Company has made the said Information Memorandum available on its website.

Before commencement of trading, the Company confirms that it will publish an advertisement in one English and one Hindi newspaper with nationwide circulation and one regional newspaper with wide circulation at the place where the registered office of the company is situated, giving details as specified in schedule XXVIII.

The Company has duly published the advertisement required under clause 5 of Part A of the SEBI Circular No. SEBI/CFD/SCRR/01/2009/03/09 dated September 3, 2009 on 17th June 2011 in the following newspapers

1. Financial Express
2. Jansatta
3. Makkal Kural

Prohibition by SEBI

The Company, its directors, its promoters, other companies promoted by the promoters and companies with which the Company's directors are associated as directors have not been prohibited from accessing the capital markets under any order or direction passed by SEBI.

Caution

The Company accepts no responsibility for statements made otherwise than in the Information Memorandum or in the advertisements to be published in terms of Clause 5 of Part A of the SEBI Circular No. SEBI/CFD/SCRR/01/2009/03/09 dated September 3, 2009 or any other material issued by or any other material issued by or at the instance of the Company and anyone placing reliance on any other source of information would be doing so at his or her own risk. All information shall be made available by the Company to the public and investors at large and no selective or additional information would be available for a section of the investors in any manner.

The BSE does not in any manner:

Warrant, certify or endorse the correctness or completeness of any of the contents of this Information Memorandum; or Warrant that this Company's securities will be listed or will continue to be listed on the BSE; or take any responsibility for the financial or other soundness of this Company, its promoters, its management or any scheme or project of this Company and it should not for any reason be deemed or construed to mean that this Information Memorandum has been cleared or approved by the BSE. Every person who desires to apply for or otherwise acquire any securities of this Company may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the BSE whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription / acquisition whether by reason of anything stated or omitted to be stated herein or for any other reason whatsoever.

Listing

The Scheme involves hiving off of marine business from Teledata Informatics Ltd and vesting it in Teledata Marine Solutions Ltd. It also involves merger of Sirius Shipping Co Ltd with Teledata Marine Solutions Ltd.

The present listing application is only for 90834540 equity shares and does not cover 56652140 shares yet to be allotted to the shareholders of Sirius Shipping Co Ltd pursuant to merger of Sirius Shipping with the Company. This is because there is a Company Law Board case pending in Southern Bench and CLB has passed order preventing Sirius Shipping Co Ltd from changing the shareholding pattern. In view of this the 56652140 shares of Teledata Marine Solutions Ltd have not been allotted to the members of Sirius Shipping Co Ltd.

Teledata Marine Solutions Ltd confirms that a separate listing application would be made once CLB clears the case and a separate approval from SEBI would be sought u/s 19(2)(b) of Securities Contracts Regulations 1957.

Presently applications have been made to BSE and NSE for permission to deal in and for an official quotation of the Equity Shares of the company. The Company has nominated BSE as the Designated Stock Exchange for the aforesaid listing of the shares.

The Company has since received the in-principle approval letter vide letter no DCS/AMAL/AKS/IP/402/2008-09 dated July 3, 2009 from Bombay Stock Exchange.

The Company has also received the in-principle approval letter from National Stock Exchange vide letter no NSE/LIST/81085-J dated 8th August 2008.

SEBI has also granted relaxation approval u/r 19(2)(b) of Securities Contracts Regulations 1957 vide their letter no CFD/DIL/SP/VG/168364/2009 dated 1st July 2009.

And subsequent relaxation in terms of promoters lock in criteria was granted vide their letter no. CFD/DIL/SP/RN/16710/2011 dated 25th May 2011.

Demat Credit

The transferor Company has executed Agreements with NSDL and CDSL for admitting its securities in demat form. Pursuant thereto, the shares of the Transferor Company were being compulsorily traded in demat form prior to suspension of trading by BSE and NSE for giving effect to the scheme of Arrangement. The shares allotted pursuant to the said scheme of Arrangement to the holders of shares in demat form will be credited in respective account of the beneficiary once BSE and NSE grants listing and TMS enters into agreements with NSDL and CDSL and subsequent thereto, the ISIN INE473I01014 is granted to the company.

The details of shareholding (both in physical form and dematerialized form) are given hereunder:

SL.No	Details	No.of Shareholders	No.of shares	% of No.of shares
1	NSDL	76965	57597699	63.41
2	CDSL	27964	19246800	21.19
3	Physical	309	13990041	15.40
	Total	105238	90834540	100.00

Share Transfer Agent M/s.Cameo Corporate Services Limited "Subramaniam Building" V Floor 1, Club House Road, Chennai – 2	Auditors Lodha & Co, Chartered Accountants Chesney Town House, 28 (Old 72-O) Ethiraj Salai, Egmore Chennai 600008
Bankers to the Company State Bank of India Overseas Branch Rajaji Salai, Chennai – 600 001.	Compliance Officer Mr D. Sadasivam Company Secretary Teledata Tower,, First Floor 37/1 Velachery Tambaram Main Road Velachery Chennai 600042

Investors can contact the Compliance Officer in case of any share transfer or other related problem.

II. CAPITAL STRUCTURE

AUTHORIZED SHARE CAPITAL	Share Capital (Rs.)	
	Pre- Arrangement	As on date
Equity shares of Rs. 10 Each	1,00,00,000	100,00,00,000
TOTAL	1,00,00,000	100,00,00,000
ISSUED, SUBSCRIBED & PAID UP CAPITAL		
Equity shares of Rs. 10 Each	1,00,00,000	18,16,69,080

1.

2. The Company was incorporated as a public limited company on 27th July 2006 under the name and style Teledata Marine Solutions Ltd under the provisions of the Indian Companies Act, 1956, in the state of Tamilnadu. The Hon'ble High Court of Madras, vide its order dated 12.10.2007 has approved the scheme of Composite scheme of Arrangement between Teledata Informatics Ltd and Teledata Marine Solutions Ltd and Teledata Technology Solutions Ltd and Sirius shipping Company Limited.

3. The share capital of the Company before the approval of the scheme was as follows:-

Authorised	Amount in Rs
50,00,000 Equity shares of Rs. 2/- each	1,00,00,000
Total	1,00,00,000
Issued, Subscribed and Paid – up	
50,00,000 Equity shares of Rs. 2/- each fully paid up	1,00,00,000
Total	1,00,00,000

3. Consequent upon the approval of the Scheme, the Authorised Share Capital of the Company was increased to Rs.31,00,00,000 divided into 15,50,00,000 Equity shares of Rs. 2/- each .

4. The Company had subsequently increased its authorised Share Capital to Rs.100,00,00,000 divided into 50,00,00,000 Equity shares of Rs. 2/- each by passing an ordinary resolution vide its Annual General Meeting held on 29th September 2009.

NOTES TO CAPITAL STRUCTURE:

1. Promoters' capital and lock –in

<p>As per SEBI /BSE directive:- Lock-in of Promoter Shares</p>	<p>The promoters' shares shall be locked in to the extent of 15.41% of the post merger paid up capital of Teledata Marine Solutions Ltd for a period of 3 years from the date of listing of the shares of Teledata Marine Solutions Ltd.</p> <p>The balance 4.59% of the total post merger paid up capital shall be immediately locked in from the date of release of pledge/ date of acquisition, as the case may be, till the expiry of three years from such date.</p>
<p>Increase of Non promoter shareholding</p>	<p>There would not be any increase in Non promoters' shareholding.</p>

2. Promoters of the Company, their relatives and associates, and their Directors have not purchased or sold or financed, directly or indirectly, any equity shares from the date of approval of the scheme by the High Court till the date of submission of this Information Memorandum

2. Shareholding pattern of the Equity Shares of the Company pre and post Arrangement:

SL.No	Category	Pre arrangement		Post arrangement	
		No. of shares Held	% of shareholdings	No.of shares held	% of shareholding
A	Promoter's holding				
	Promoters				
1	Indian Promoters Foreign Promoters	5000000	100.00	17305190	19.05
2	Persons acting in concert				
B	Non-Promoters holding				
3	Institutional Investors				
a	Mutual Funds and UTI Banks, Financial Institutions, Insurance Companies			2600	0.002
b	(Central / State Govt. Institutions / Non - government Institutions)				
C	FII's			14860049	16.36
	Sub Total			14862649	16.36
4	Others				
a	Private Corporate Bodies			12483811	13.74
b	Indian Public			42984817	47.32
c	NRIs/OCBs			1702567	1.87
D	Any other (please specify)			1495506	1.66
	GRAND TOTAL	5000000	100.00	90834540	100.00

3. List of persons / entities comprising Promoters as shown in the Post Arrangement Shareholding pattern above are as follows:

SL.No	Name of the Promoter	No. of Shares of Rs 2/- each	% of total paid up capital
1	Shri Venkatachalapathy/ K Padmanabhan	88335	0.10
2	K.Padmanabhan	2302005	2.53
3	Thirupuravalli V N	48650	0.05
4	Gayathri Padmanabhan	6700	0.01
5	Balasubramanian K	4500	0.00
6	N Sakthivel	5000	0.01
7	Rose Securities private Limited	1000000	1.10
8	Complete Agro Biotech solutions P Ltd	8850000	9.74
9	Teledata Informatics Ltd	5000000	5.50
	Total	17305190	19.04

5. Top ten shareholders of TELEDATA MARINE SOLUTIONS LTD on the date of allotment of shares on 04.12.2007

SL.No	Name of the Shareholder	No. of Shares of Rs. 2/- each	% of total paid up capital
1.	Marshal Asia Capital Ltd	3775000	4.16
2	Rhodes Diversified	3427670	3.78
3	Lotus Global Investments Ltd	2250000	2.48
4	Citigroup Global Markets Mauritius	2175000	2.40
5	Navi Investment Fund Ltd	1050000	1.16
6	Religare Securities Ltd	1053556	1.16
7	Ketan Nihalchand Shah	262500	0.29
8	Tej Kumar	176988	0.19
9	Ketan Babubhai Shah	153615	0.17
10	G Prema	140000	0.16

6. Name of the Shareholders of the Teledata Marine Solutions Limited as on date of Incorporation of the Company

SL.No	Name of the Promoter	No. of Shares of Rs. 2- each	% of total paid up capital
1	Teledata Informatics Ltd	499994	100.00
2	Mr.K.Padmanabhan	1	
3	Mr.K.Muthu	1	
4	Mr.N.Sakthivel	1	
5	Mr.N.C.Rangarajan	1	
6	Mr.Deepak Bhattad	1	
7	Mr.N.Ramanathan	1	

	Total	500000	100.00
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7. There has been no further issue of capital except as stated above whether by way of bonus shares, preferential allotment, rights issue or in any other manner during the period commencing from the date of approval of the Scheme by the High Court till listing of the Equity Shares allotted as per the Scheme.

8. There shall be only one denomination for the Equity Shares of the Company, subject to applicable regulations and the Company shall comply with such disclosure and accounting norms specified by SEBI, from time to time.

III. OBJECTS OF THE SCHEME OF ARRANGEMENT

The main objects of Arrangement by way of hiving off of Marine Division from Teledata Informatics Limited were as following:-

- (a) 1. Demerger of Marine Solutions Division of the demerged Company in a different company would enable the said division to grow as a focused business entity and help attract capital/strategic investors and facilitate the Applicant Company in becoming a major market player in the said business.
- (b) Amalgamation of Sirius Shipping Company with the Company has been done with the rationale to bring all the marine activities under one fold to reap the benefits of synergies which will simultaneously also result in reduced operational costs and effective utilization of available resources.
- (c) The arrangement will unlock the value of the Marine Solutions Division for the shareholders of the demerged Company and paves way for funding future growth of the Marine Solutions Division by attracting equity from various sources, globally. Further upon the Scheme being implemented, the shareholders of the demerged Company would also become shareholders in another listed company namely, the Applicant Company, thereby providing them with an opportunity to participate in the management, operations, decision making process and profits of both the demerged Company and the Applicant Company.
- (d) The demerger will ensure better operational management and focus on accelerated growth of individual units and will also ensure higher returns to the shareholders, creditors, employees and is also in general public interest.

- (e) The growth in size of the business of the demerged Company has resulted in a situation where the need for focus and operational and financial independence has begun to overshadow the need for the earlier strategy of diversification. The restructuring will enable greater focus on the respective business operations and products.
- (f) By the proposed amalgamation of the Transferor Company with the Applicant Company, the facilities available with the companies could be pooled together and the amalgamated company will be better able to exploit the facilities available as one single unit for the benefit of the amalgamated company.
- (g) By the proposed amalgamation, the operational costs will be considerably reduced and the management will be able to operate and run the amalgamated company as a single unit more effectively and economically resulting in better turnover and profits.
- (h) The proposed amalgamation will be conducive to better and more efficient and economic control and conduct of the companies.
- (i) With the enhanced capabilities and resources at its disposal, the amalgamated company will have greater flexibility to market and meet customer needs and will be able to compete more effectively.
- (j) A larger and growing company will mean enhanced financial and growth prospects for the people and organizations connected with the company, and will be in public interest.
- (k) The proposed scheme would bring in greater economies in operation and will help in reducing expenditure considerably.
- (l) The proposed amalgamation would result in better and optimum utilization of the assets of the companies by pooling their resources and reducing their overheads. An integration of activities would, therefore, be economic and in the interests of all the companies concerned. The amalgamation when it materializes would

result in centralised administration, economy of operations, integrated business approach, greater efficiency and investment in professional management.

The Scheme involves hiving off of marine business from Teledata Informatics Ltd and vesting it in Teledata Marine Solutions Ltd. It also involves merger of Sirius Shipping Co Ltd with Teledata Marine Solutions Ltd.

The present listing application is only for 90834540 equity shares and does not cover 56652140 shares yet to be allotted to the shareholders of Sirius Shipping Co Ltd pursuant to merger of Sirius Shipping with the Company. This is because there is a Company Law Board case pending in Southern Bench and CLB has passed order preventing Sirius Shipping Co Ltd from changing the shareholding pattern. In view of this the 56652140 shares of Teledata Marine Solutions Ltd have not been allotted to the members of Sirius Shipping Co Ltd.

Teledata Marine Solutions Ltd confirms that a separate listing application would be made once CLB clears the case and a separate approval from SEBI would be sought u/s 19(2)(b) of Securities Contracts Regulations 1957.

THE MAIN FEATURES OF THE SCHEME

The Transferor Company has filed a Scheme of Arrangement under Section 391 to 394 of the Companies act, 1956, with the Hon'ble High Court of Madras at Chennai (The Court). The Court, vide its Order dated 12.10.2007 approved the Scheme of Arrangement of the Transferor Company. The salient features of the Scheme are as follows:

- a. The Appointed Date of the Scheme of Arrangement is 1st November 2006.
- b. The Scheme becomes effective from 12.10.2007 (the date of filing a copy of the Order of the Court with the Registrar of Companies, Chennai).
- c. Upon the coming into effect of the scheme and with effect from the appointment date, the MARINE SOLUTIONS DIVISION (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances of the MARINE SOLUTIONS DIVISION shall, subject to the provisions of this Clause 3 in relation to the mode of vesting and pursuant to Section 394 (2) of the Act and without any further act or deed, be demerged from the demerged Company and be transferred to and vested in or be deemed to have been demerged from the demerged Company and transferred to and vested in the TELEDATA MARINE SOLUTIONS as a going concern so as to become as and from the Appointed Date, the estate, assets, rights, claims, title,

interest and authorities of the TELEDATA MARINE SOLUTIONS subject to Section 3 of Part III and part IV of this Scheme in relation to charges thereon in favour of banks and/or financial institutions.

- (d) In respect of such of the assets of the MARINE SOLUTIONS DIVISION as are movable in nature or are otherwise capable of transfer by delivery of possession, payment or by endorsement and delivery, the same may be so transferred by the demerged Company, and shall become the property of the TELEDATA MARINE SOLUTIONS as an integral part of the demerged division.
- (e) In respect of such of the assets belonging to the MARINE SOLUTIONS DIVISION other than those referred to in sub-clause (b) above, the same shall, as more particularly provided in sub-clause (a) above, without any further act, instrument or deed, be demerged from the demerged Company and transferred to and vested in and/or be deemed to be demerged from the demerged Company and transferred to and vested in the TELEDATA MARINE SOLUTIONS on the Appointment Date pursuant to the provisions of Section 394 of the Act.
- (f) All assets acquired by the demerged Company after the Appointment Date but prior to the Effective Date for operation of the MARINE SOLUTIONS DIVISION shall also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in the TELEDATA MARINE SOLUTIONS upon the coming into effect of this Scheme.
- (g) For the avoidance of doubt, upon coming into effect of this Scheme, all the rights, title, interest and claims of the demerged Company in any leasehold properties of the demerged Company with relation to MARINE SOLUTIONS DIVISION shall, pursuant to Section 394(2) of the Act, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in the TELEDATA MARINE SOLUTIONS.
- (h) Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, Scheme, arrangements and other instruments of whatsoever nature in relation to the MARINE SOLUTIONS DIVISION to which the demerged Company is a party or to the benefit of which the demerged Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour, of the TELEDATA MARINE SOLUTIONS and may be enforced as fully and effectually as if, instead of the demerged Company, the TELEDATA MARINE SOLUTIONS had been a party or beneficiary or oblige thereto.

- (i) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the MARINE SOLUTIONS DIVISION occurs by virtue of Part III of this Scheme itself, the TELEDATA MARINE SOLUTIONS may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds (including deeds of adherence), confirmation or other writings or tripartite arrangements with any party to any contract or arrangement to which the demerged Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The demerged Company will, if necessary, also be a party to the above. TELEDATA MARINE SOLUTIONS shall, under the provisions of Part III of this Scheme, be deemed to be authorized to execute any such writings on behalf of the demerged Company and to carry out or perform all such formalities or compliances referred to above on the part of the demerged Company to be carried out or performed.
- (j) For the avoidance of doubt and without prejudice of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the demerged Company in relation to the MARINE SOLUTIONS DIVISION shall stand transferred to the TELEDATA MARINE SOLUTIONS as if the same were originally given by, issued to or executed in favour of the TELEDATA MARINE SOLUTIONS, and the TELEDATA MARINE SOLUTIONS shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the TELEDATA MARINE SOLUTIONS. The TELEDATA MARINE SOLUTIONS shall make applications to any Governmental Authority as may be necessary in this behalf.
- (k) It is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, Scheme, arrangements or other Instruments of whatsoever nature in relation to MARINE SOLUTIONS DIVISION which the demerged Company owns or to which the demerged Company is a party to cannot be transferred to the TELEDATA MARINE SOLUTIONS for any reason whatsoever, the demerged Company shall hold such asset or Contract, deeds, bonds, agreements, Scheme, arrangements or other instruments of whatsoever nature in trust for the benefit of the TELEDATA MARINE SOLUTIONS, insofar as it is permissible so to do, till such time as the transfer is effected.
- (m) All the assets and liabilities of the MARINE SOLUTIONS DIVISION shall be transferred to the TELEDATA MARINE SOLUTIONS at the values appearing in the books of the demerged Company immediately before the demerger and which are set forth in the Opening Financial Statement.

- (m) Upon the coming into effect of this scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the demerged Company under any statute, whether pending on the appointed date of which may be instituted any time thereafter in each case relating to the MARINE SOLUTIONS DIVISION shall be continued and enforced by or against the TELEDATA MARINE SOLUTIONS after the Effective Date. The demerged Company shall in no event be responsible or liable in relation to any such legal or other proceedings and shall proceedings by or against the TELEDATA MARINE SOLUTIONS. The TELEDATA MARINE SOLUTIONS shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the demerged Company. A list of the legal, taxation and other proceedings by or against the demerged Company and relating to the MARINE SOLUTIONS DIVISION pending as on the date of filing this scheme has been separately agreed between the demerged Company and the TELEDATA MARINE SOLUTIONS.
- (n) If proceedings are taken against the demerged Company in respect of the matters referred to in sub-clause (a) above, it shall defend the same in accordance with the advice of the TELEDATA MARINE SOLUTIONS and at the cost of the TELEDATA MARINE SOLUTIONS, and the latter shall reimburse and indemnify the demerged Company against all liabilities and obligations incurred by the demerged Company in respect thereof.
- (o) TELEDATA MARINE SOLUTIONS undertakes to have all legal or other proceedings initiated by or against the demerged Company referred to in sub-clause (a) above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the TELEDATA MARINE SOLUTIONS to the exclusion of the demerged Company. Both companies shall make relevant applications in that behalf.
- (p) The demerged Company, with effect from the appointed date and up to and including the Effective Date:
- (a) subject to Clauses in composite scheme hereof, shall be deemed to have been carrying on and to be carrying on all business and activities relating to the MARINE SOLUTIONS DIVISION and stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions of the MARINE SOLUTIONS DIVISION for and on account of, and in trust for, the TELEDATA MARINE SOLUTIONS.

- (q) All profits accruing to the demerged Company, or losses arising or incurred by it (including the effect of taxes if any thereon), relating to the MARINE SOLUTIONS DIVISION for the period after the appointed date based on the audited accounts of the demerged Company shall for all purposes, be treated as the profits or losses, as the case may be, of the TELEDATA MARINE SOLUTIONS; and
- (r) The demerged Company shall carry on the remaining business in terms of Clause of this Scheme distinctly and as a separate business from the demerged division.
- (s) Subject to Clause hereof, the demerged Company undertakes that it will preserve and carry on the business of the MARINE SOLUTIONS DIVISION with reasonable diligence and business prudence and shall not undertake financial commitments on behalf of MARINE SOLUTIONS DIVISION to sell, transfer, alienate, charge, mortgage, or encumber the MARINE SOLUTIONS DIVISION or any part thereof unless the prior written consent of the board of directors of the TELEDATA MARINE SOLUTIONS have been obtained in relation to any of the above, and agrees that it shall not make any decisions or undertake any business outside the capital expenditure plan and such other plans as have been approved by the board of directors of the demerged Company without the prior written consent of the board of directors of the TELEDATA MARINE SOLUTIONS.
- (t) From the date of filing of this Scheme with the High Court and upto and including the Effective Date, the demerged Company shall not make any change in its capital structure in any manner either by any increase (including by way of issue of equity and/or preference shares on a right basis or by way of a public issue, bonus shares and/or convertible debentures or otherwise), decrease, reduction, reclassification, sub-division, consolidation, re-organization, or in any other manner which may, in any way, affect the share entitlement ratio, except with the prior approval of the board of directors of the TELEDATA MARINE SOLUTIONS.
- (u) Upon the coming into effect of this Scheme, all permanent employees of the demerged Company engaged in the MARINE SOLUTIONS DIVISION as on such date shall become the permanent employees of the TELEDATA MARINE SOLUTIONS, and, subject to the provisions hereof, on terms and conditions not less favorable than those on which they are engaged in the MARINE SOLUTIONS DIVISION and without any interruption of service as a result of the transfer of the demerged division. A list of the employees relating to the MARINE SOLUTIONS DIVISION employed by the demerged Company as on the date of filing this Scheme has been separately agreed between the demerged Company and TELEDATA MARINE SOLUTIONS. TELEDATA MARINE SOLUTIONS agree that for the purpose of payment of any compensation, gratuity and other terminal

benefits, the past services of such employees with the demerged Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

(v) In so far as the existing gratuity fund and pension and/or superannuation fund trusts (including senior officers superannuation fund) and retirement fund or benefits created by the demerged Company, if any for its employees (including employees of the demerged division) are concerned, such proportion of the investments made by the funds which is referable to the employees of the demerged Company who are being transferred to the TELEDATA MARINE SOLUTIONS in terms of sub clause (a) above shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. In the event that the TELEDATA MARINE SOLUTIONS have its own funds in respect of any of the funds referred to above, such investments shall, subject to the necessary approvals and permissions, continue to contribute in respect of the employees engaged in the MARINE SOLUTIONS DIVISION to the relevant funds of the demerged Company, until such time that the TELEDATA MARINE SOLUTIONS creates its own fund, at which time the investments and contributes pertaining to the employees of the MARINE SOLUTIONS DIVISION shall be transferred to the funds created by the TELEDATA MARINE SOLUTIONS.

(w) (a) The transfer and vesting of the assets, liabilities and obligations of the MARINE SOLUTIONS DIVISION and the continuance of the proceedings by or against the TELEDATA MARINE SOLUTIONS shall not affect any transaction or proceedings already completed by the demerged Company on or before the Appointed date to the end and intent that, subject to clause 9, the TELEDATA MARINE SOLUTIONS accept all acts, deeds and things done and executed by and /or on behalf of the demerged Company as acts, deeds and things done and executed by and on behalf of the TELEDATA MARINE SOLUTIONS.

(x) All transactions between demerged Company and the TELEDATA MARINE SOLUTIONS from the Appointed Date and up to and including the Effective Date shall be completed on arms length basis on such terms as may be mutually agreed to between the demerged Company and the TELEDATA MARINE SOLUTIONS.

LOANS AND RELATED SECURITY

1. In so far as loans of the demerged Company are concerned, the loans, borrowings stated in Schedule I and such of the general or multipurpose loans, and liabilities stated in Schedule I which are to be transferred to the TELEDATA MARINE SOLUTIONS in terms of this Part III (the "Transferred Liabilities") being a part of the MARINE SOLUTIONS DIVISION shall, upon coming into effect of this Scheme and subject to sub-clause (b) below, without any further act or deed, becomes loans, borrowings and debentures of the Teledata Marine

Solution, and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and shall be exercised by or against the TELEDATA MARINE SOLUTIONS as if it had entered into such loans, incurred such borrowings.

(a) In so far as the existing security in respect of the transferred Liabilities (more particularly set out in Schedule) is concerned, such security shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the MARINE SOLUTIONS DIVISION which have been charged and secured in respect of the Transferred Liabilities as transferred to the TELEDATA MARINE SOLUTIONS pursuant to Part III of this Scheme. Provided that if any of the assets comprised in the demerged DIVISION which are being transferred to the TELEDATA MARINE SOLUTIONS pursuant to Part III of this Scheme have not been charged or secured in respect of the Transferred Liabilities, such assets shall remain unencumbered and the existing security referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above.

(a) In so far as the Transferred Liabilities which have been secured only by the assets of the Remaining Business are concerned, it is clarified that the TELEDATA MARINE SOLUTIONS shall create adequate security equivalent to the value of the security over the assets of the Remaining Business in respect of the Transferred Liabilities, and such security shall extend to and operate over the assets of the MARINE SOLUTIONS DIVISION that are being transferred to the TELEDATA MARINE SOLUTIONS pursuant to this Scheme.

(b) In so far as the assets comprising the Remaining Business are concerned, the security over such assets relating to the Transferred Liabilities are concerned, the same shall, without any further act, instrument or deed be released and discharged from the obligations and security relating to the scheme. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above.

(c) Further, in so far as the assets comprised in the MARINE SOLUTIONS DIVISION are concerned, the security and charge over such assets relating to any loans or debentures which are not transferred pursuant to this Scheme (and which shall continue with the demerged Company), shall without any further act or deed be released from such encumbrance and shall no longer be available as security in relation to such liabilities.

(d) Without any prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, the demerged Company and the TELEDATA MARINE SOLUTIONS shall execute any instruments or

documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies, Chennai respectively to give formal effect to the above provisions, if required.

- (e) The demerged Company and the TELEDATA MARINE SOLUTIONS shall enter into and execute such further deeds, documents or writings as may be required to give effect to the provisions of this Clause 13.
 - (f) Upon the coming into effect of this Scheme, the TELEDATA MARINE SOLUTIONS alone shall be liable to perform all obligations in respect of the Transferred Liabilities, and the demerged Company shall not have any obligations in respect of the Transferred Liabilities, and the TELEDATA MARINE SOLUTIONS shall indemnify the demerged Company in this behalf.
 - (g) It is expressly provided that, save as mentioned in this Clause 13, no other term or condition of the Transferred Liabilities is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
 - (h) Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Clause 13 shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.
2. (a) It is clarified that, upon the coming into effect of this Scheme, the following debts, liabilities, duties, and obligations of the demerged Company (as on the Appointed Date) and being a part of the MARINE SOLUTIONS DIVISION shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the TELEDATA MARINE SOLUTIONS to the extent that they are outstanding as on the Effective Date, and shall become the debts, liabilities, duties and obligations of the TELEDATA MARINE SOLUTIONS which shall meet, discharge and satisfy the same:
- (i) the liabilities which arose out of the activities or operations of the MARINE SOLUTIONS DIVISION and which are more particularly specified in Schedule hereto; and
 - (ii) the general or multipurpose borrowings of the demerged Company the amount of which in the aggregate stands in the same proportion which the value of the assets (being the fixed assets, investments, gross current assets) transferred to the TELEDATA MARINE SOLUTIONS bears to the assets of the demerged Company on the appointment date. The amount of the general or multipurpose borrowings

which are transferred on this basis are more particularly specified in Schedule hereto

(b) Where any of the debts, liabilities, duties and obligations of the demerged Company as on the appointment date deemed to be transferred to TELEDATA MARINE SOLUTIONS have been discharged by the demerged Company after the appointment date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the TELEDATA MARINE SOLUTIONS and all loans raised and used and all liabilities and obligations incurred by the demerged Company for the operations of the MARINE SOLUTIONS DIVISION after the appointment date and prior to the Effective Date, subject to the terms of this scheme, shall be deemed to have been raised, used or incurred for and on behalf of the TELEDATA MARINE SOLUTIONS and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the TELEDATA MARINE SOLUTIONS and shall become the debts, liabilities, duties and obligations of the TELEDATA MARINE SOLUTIONS which shall meet discharge and satisfy the same.

Amalgamation of Sirius Shipping with Teledata Marine Solutions

With effect from the Appointed date and upon the scheme becoming effective, the whole of the undertaking of SIRIUS SHIPPING COMPANY LIMITED (transferor company) comprising all assets and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of Section 391 read with Section 394 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to, and vested in, and / or be deemed to be transferred to, and vested in, TELEDATA MARINE SOLUTIONS as a going concern so as to become as and from the Appointed Date the assets and liabilities of TELEDATA MARINE SOLUTIONS and there shall be vested in TELEDATA MARINE SOLUTIONS all the rights, title, interest or obligations of the Transferor Company therein and shall be free from all the encumbrances (but subject to the subsisting charges as mentioned hereinafter) .

The Scheme involves hiving off of marine business from Teledata Informatics Ltd and vesting it in Teledata Marine Solutions Ltd. It also involves merger of Sirius Shipping Co Ltd with Teledata Marine Solutions Ltd.

The present listing application is only for 90834540 equity shares and does not cover 56652140 shares yet to be allotted to the shareholders of Sirius Shipping Co Ltd pursuant to merger of Sirius Shipping with the Company. This is because there is a Company Law Board case pending in Southern Bench and CLB has passed order preventing Sirius Shipping Co Ltd from changing the shareholding pattern. In view of this the 56652140 shares of Teledata Marine Solutions Ltd have not been allotted to the members of Sirius Shipping Co Ltd.

Teledata Marine Solutions Ltd confirms that a separate listing application would be made once CLB clears the case and a separate approval from SEBI would be sought u/s 19(2)(b) of Securities Contracts Regulations 1957.

CONSIDERATION

Teledata Marine Solutions Ltd would issue and allot to the equity shareholders of the Teledata Informatics Ltd in the equity share capital of Teledata Marine Solutions Ltd credited as fully paid up, one equity of Rs.2 /- each for every two equity shares of Rs.10 each held by them in Teledata Informatics Ltd.

Similarly, upon transfer and vesting of the undertaking of SIRIUS SHIPPING COMPANY LIMITED in TELEDATA MARINE SOLUTIONS LIMITED in terms of Composite scheme, TELEDATA MARINE SOLUTIONS LIMITED shall allot two (2) Equity shares of Rs.2 /- each to the shareholders of SIRIUS SHIPPING COMPANY LIMITED for every one (1) equity share of Rs.10/- each held by them in SIRIUS SHIPPING COMPANY LIMITED including for shares pending allotment as on the Record Date.

IV. HISTORY

The Company was incorporated as a public limited company on 27th July 2006 under the name and style "TELEDATA MARINE SOLUTIONS LTD" under the provisions of the Indian Companies Act, 1956, vide certificate of Incorporation bearing CIN Number U61100TN2006PLC060720 in the State of Tamilnadu.

Pursuant to the Scheme of Arrangement approved by the Hon'ble High Court at Madras vide its order dated 12.10.2007, the transferor company (TDIL) has transferred its entire Marine Division to the Resulting Company w.e.f. 01.11.2006 and Sirius Shipping Company Ltd has been merged with Teledata Marine Solutions Ltd.

MAIN OBJECTS OF THE COMPANY

1. To undertake and carry on business of operation of ships and vessels of all types and description and to carry on all ship related activities including owning of ships and supply vessels, chartering and hiring of ships and vessels, ship managing and management and to carry on the business of providing e learning and to provide computer training, customized training for students and others in relation to marine related activities.
2. To carry on the business as software developers, software service providers and to promote software packages programmes and to deal, trade and export of software products, services including support services in relating to marine related activities and to undertake and execute contracts both within India and outside India in relation thereto.
3. To provide, develop, operate, undertake trade and to do business, as container freight stations, warehouses, public careers / Multi modal transport operators, cargo lifter, Hirers of transport vehicles, on Road, rail, water and air, integrated logistic services including distribution, for various clients in India and abroad.
4. To undertake and carry on all or any other trades and business of freight contractors by land, air and water and general contractors, forwarding agents, warehouse men, dealers and agents in India and abroad.

V.BUSINESS

Maritime IT

Teledata Marine is arguably the world's leading enterprise software solutions provider for the marine industry. The company's products help drive the operations of many of the world's leading marine companies (e.g., Great Eastern Shipping Co., India, MSI Ship Management Co in Singapore).The company's web based Enterprise Solution ShipManager Version 7 is gaining popularity in the market and the existing clients of ShipManager Version 6 have already started to migrate to the web version.

The company has signed agreement & started to implementation of ShipManager with Nathalin Ship Management in Thailand for a 300 Passenger Accommodation cum work Barge engaged in the oil field services in the Gulf of Thailand, some more repeat orders are expected for their fleet of bulk carriers being inducted into the company in a few months from now.

The company has signed agreement & started to implement ShipManager with Hallworthy LLC Sharjah on their 2 Large Oil Rigs and the Base operations office in Sharjah, as always been, repeat orders are expected for 3 more Rigs in the few months to come.

The company is in the advance stage of discussion with few more shipping companies for implementation of ShipManager.

Maritime e Learning

Teledata Marine has firmly established itself as the world leader in maritime higher education through online e-learning. The company has partnered with some of the world's leading maritime education institutions (from Singapore Maritime Academy to Maine Maritime Academy, USA) to offer professional certifications and other higher education courses. The company's Competency based e Learning programmes are gaining momentum in the maritime market and the company is in the advance stage of discussion in closing few major deals with some of the prominent companies in the Far East.

Maritime Services

Teledata Marine operated an opportunistic small, yet profitable, bulk carrier fleet. The company is committed to actively engage in the sale and purchase of vessels and to operate the vessels under short term and spot chartering markets. Additionally, The Company operates a small fleet of LPG carriers based out of Thailand and an LPG distribution facility in Bangladesh. Teledata Marine's US subsidiary ECM Maritime Services is a market leader in oil pollution services and the Company is looking to expand its maritime services foot print in the years ahead .

Collaboration

The company is working towards securing few collaboration arrangement with some major marine companies in the Far East, which is expected to leverage the company's strengths in maritime IT & services vertical.

VI. PRODUCTS AND SOLUTIONS

Marine

I. Marine Software Products and Solutions

A. Ship Management

Ship Manager

Teledata's flagship product, the Ship Manager is a web based comprehensive ship management software suite that has been assisting shipping companies around the world; improve their operational efficiency through unique focus on business intelligence and facilitating informed decision making.

Key features of ShipManager are as follows:

- The application is designed and developed by experienced maritime and IT professionals.
- ShipManager is a comprehensive suite of integrated modules that can be used individually or in an integrated environment. The modular structure allows the client to buy selected modules as per his/her requirements and in future enables him/her to add more modules to increase the functionality.
- Fully configurable software for the ever changing marine industry.
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- The database is pre-populated with the latest SFI, IMPA and ISSA codes
- High level security to users through user access by module, vessel and organizational group thus reducing complexity and increasing security.
- Capability to set reminders, alarms and auto mailers etc.
- User defined Dash Board
- Alerts and Notifications – based on the user defined setpoints, the application will notify the user all due and overdue tasks.
- Requires standard PC configuration with IE – The software is Microsoft Windows compliant written on Dot Net Framework and employs MS SQL Server for the database.
- Incremental data transfer offers huge savings on communication cost. The application compresses the incremental data and converts it into an xml file thus reducing the size of the data transfer file considerably
- ShipManager arguably has the most robust replication engine in the industry. Adequate safeguards are put in place to ensure that the data never gets lost during replication either way

The ShipManager suite includes:

- Planned maintenance
- Inventory & Spares
- Purchase & Requisitioning
- Shipboard Administration
- Personnel Management
- Safety and Security Management (ISM /ISPS)
- Document Management
- Manual Management
- Dry Dock Management
- Risk Management
- TMSA
-
- Budget & Accounting

ShipManager's planned maintenance system is approved by Det Norske Veritas (DNV), a prominent classification society.

(i)Planned Maintenance System

- Lists Planned Maintenance done, due or overdue
- Displays and prints scheduled maintenance job lists as well as generates and prints job cards
- Provision to defer maintenance - submit reasons for deferring and analysis of the same
- Testing procedures for Safety Machinery Alarms for ships with class notation UMS
- Provision to add user's suggestions on maintenance and equipment conditions based on their experience
- Ability to warn / display overdue and due items at a fixed interval as set by the user
- Class & Trading Certificates record
- Surveys Status and Check Lists
- Inspection/Condition Reports
- Superintendents visit to vessels and the ability to generate inspection reports along with photos/attachments
- Assigning and tracking of Condition Monitoring jobs
- Vessel Inspection & Condition Reports with estimated cost of repairs pre -and post - delivery
- Running hours of the Main Engine / Auxiliaries machinery
- Performance Measurement Form Attachments
- Deck/Engine Abstract Attachments
- Generate complete briefing and debriefing reports for Master and Chief Engineer onboard and office

(ii)Breakdown and Repair Management

- Unscheduled (breakdown) job reporting & analysis

- Standardized reporting format
- Generate landing report
- Generate repair requisition by period or by voyage
- Generate repair, surveyor, technician attendance requisition
- Generate work order
- Ability to attach drawing / digital picture in the work order and linked graphics
- Maintenance history includes scheduled maintenance, condition monitoring & break downs
- Vessel particulars & equipment identification code integrated with office account codes

(iii) Inventory & Purchase

- Build up of initial inventory for parts, stores, tools, oil, charts and publications forms a part of installation
- Record transaction, linked to maintenance and updates inventory automatically
- Users are able to query monthly / periodical consumption reports by item and by equipment to achieve a consumption pattern
- Alert information when the ROB of spares fall below the set threshold
- Provision to differentiate the parts as new, reconditioned and condemned
- Ability to generate stores / spares / service / fuel and lubricants requisition with drawings/photographs if necessary
- Ability to track any requisitions, open, closed, fully or partly delivered
- Provision to know the status of currently requested item, if requested and not supplied earlier
- Monitor, prepare landing reports and update parts or equipment sent to shore for repair / reconditioning
- Fuel oil and lube oil analysis reports can be scanned, stored in the program and can be mailed to the ship
- Identify and record identical parts in different equipment onboard a vessel or any other vessel in the fleet
- Link to purchase and dry dock modules
- Periodical vendor assessment and provision for block listing a vendor
- Separating preferred and rate contract vendors
- Interface between planned maintenance/breakdown repair management system for spares, repairs and budget control system
- Replication facility between vessel/office on inventory control of each vessel
- Purchase & repair/work inquiry (PI) with link to e-procurement solutions & price comparison
- Part/stores availability, location & delivery (material movement)
- Facility for closing invoices with discrepancies by logical conclusions
- Purchase vouchers (PV) & approval/payment interface
- Ability to take invoice/payment to fleet accounts
- Ability to provide audit trail
- Ability to view balance of budget amount by amount
- Generate reports-costs analysis for a vessel, a group of vessels or fleet
- Ability to generate statistical reports

(iv) Fleet Personnel & Shipboard Administration

- Crew application reporting
- Certificates - automated prompting of expiration dates
- Training/education records

- History of vessels served (automated pick from vessel)
- Current vessel activity
- Records of accidents/illness
- Ability to attach photo and digital signature on record
- Automatic prompting of due annual increments
- STCW courses, certificates and documents validity with alert set up
- Seamen personal card
- Ability to attach scanned documents
- Ability to integrate appraisal report & pre-joining medical report
- Medical records including approx. costs incurred (include P & I case)
- Ability to generate crew list
- Active personnel, ashore list and blacklisted crew (automatic reject in re-assignment)
- Sign On/Off crew and automatic updating of active crew-member list in the shore system
- Ability to generate open position, available personnel list (automatic prompting 1 month before or user defined)
- Ability to make plans by vessel activity and position
- Create periodic presentation of officers/ratings posting plan
- To enter and view confidential reports based on company defined criteria accessible only with security permission level
- Crew list
- Crew allotment list
- Monthly portage bill
- Complete cash to master management with generation of relevant reports
- Seniority payment list, automatic updating & prompting from crew records
- Monthly statement of bonded stores / entertainment
- Ship inventory of bonded stores
- Monthly statement of victualling
- Ship summary of communication account
- Strong query function to display and compare user defined data
- Prepare and send confidential / appraisal reports
- Crew training records
- Replication to office/ship/manning agencies on crew home allotment account
- Built in level of access authority to control sensitive information
- Interface with budget and accounting system to update costing
- Capture crew expenses from agents disbursement account and manning agents
- Fleet summary accounting and statistics

(v) Safety & Security Management (ISM/ISPS)

- Audit checklists
- Internal & external audit report
- Non-conformity (NC) observation report
- Preventive and corrective action to NC'S
- NC rectification monitoring
- Status of office / vessel audit
- Safety meetings/review - on - board/ashore - recording and tracking

- Assigning and tracking the jobs discussed in safety meetings.
- Safety Emergency Response (SERS) and Standard Ship Emergency Exercise (SSEE) recording and tracking
- Comprehensive basic safety training, training status and assessments
- Scheduling and reporting all the safety / security drills
- Training screens with function specific questions and answers
- Tracking performance improvement of vessel staff
- Shipboard manuals, quality assurance manuals, technical & operation manuals, safety manuals and more can be added electronically or by scanning
- Recording and analysis of incidents/accidents and near misses

(vi) Dry Dock Management

- Steel renewal, valve renewal or overhaul and pipe renewal jobs can be accurately specified and planned
- The steel weight and area to be coated are automatically calculated for each job and included in the total steel renewal job list.
- Provision for generating RFQ, mail RFQ, auto upload of tenders & auto generation of comparison statement
- Tenders are analyzed based on: Unit cost, repair duration and estimated total repair cost
- Budget approval document is created taking into consideration:
 - Vessel positioning / re-positioning days
 - Bunker cost
 - Time requirement for close-up survey and thickness measurements
- Graphical display of all data for clarity and analysis
- Automatic generation of work order to the selected yard
- Monitoring of repair process; performing variance analysis for time and cost between the planned and actual docking

(vii) Voyage Performance

- Monitoring voyage performance daily basis/voyage basis and based on criteria defined by charterers.
- Noon message, departure message, arrival message, port operations – data can be entered and different reports generated using the selected filters.
- Graphical display of ship position / voyage history on world ocean map

(viii) Manuals Management (Controlled Documents)

- All the company manuals can be electronically stored in the application in independent and original formats - word, excel, pdf and more
- Online reference to all manuals and version management
- Manual access rights can be set for different users
- Comparison and tracking of changes can be achieved in different versions

(ix) Document Management (Uncontrolled Documents)

- Documents can be electronically stored in any format including word, excel, pdf and also scanned documents in jpg, jpeg, bmp, gif formats
- User Interface similar to Windows explorer
- Ability to create folders and export /import files from different folders

(x) Budget & Fleet Accounting

- User defined accounts and sub accounts
- Preparation of budget as estimated, revised, or re-revised with facilities for supplementary budgets when actual figures exceed planned
- Budget preparation is fast and easy and can be based on previous year's actual or budgeted amount
- Enter percentage of account elements to create a quick budget with realistic cash flow
- Interfacing with planned maintenance and surveys due for the year
- Project budgeting for dry-dock or conversion jobs
- Variation in budget based on number of sailing days
- Income statements and break even analysis
- Vessel budget adding up to create fleet budget
- Multiple year budgeting offers
- Setting-up of alert limits for actual expenses as percentage of budgeted amount
- Amount payable details easily available
- Cash flow analysis
- Variance analysis between actual and budget with YTD, ROY
- Graphical representation of budgeted and actual amounts
- Financial reports such as income & expenses, profit and loss and balance sheet can be created, keeping the vessel as cost center
- Automatic integration of account transactions seamlessly takes place with other functional modules such as inventory and purchase, dry dock and more.
- Administration, payroll transactions and maintenance

ShipManager is an epitome for the entire Marine industry which clearly signifies our level of commitment to our customers by providing an integrated asset maintenance management software. The ShipManager stream lines all aspects of vessel maintenance and management.

Dry Dock Manager

The Dry Dock Manager is an exclusive web based solution, that caters to systematic planning, organizing, executing, tracking and managing ships' dry dock repairs.. The software provides a pre-requisite list of dry dock jobs and allows planning of dry dock activities of vessels for the year. This product allows specifying exact dry dock requirements so that the yard personnel can quote for jobs unambiguously. It helps to draft and structure the 'Request for Quote' to various yards through electronic mail and also has the provision to update details automatically from the electronic file. Quotes can be collected and compared from different yards to obtain the best service, cost and number of days in dry dock.

Features of Dry Dock

- Pre populated list of dry-dock jobs in the database
- Provision to add dry dock jobs other than those provided by the software

- Provision to generate an automated 'Request for Quote' with detailed specifications of dry dock jobs
- Provision to electronically process the dry dock details with prospective yards
- Compliance with ISM / ISPS / Class requirements
- Competitive selection of yards based on customer fed parameters like number of days in the berth, costing etc
- Provision for budget approval
- Provision for placement of work order on the selected yard
- Provision for monitoring and tracking of the dry dock jobs.
- Provision for placing supplementary RFQ's in case additional dry dock jobs come up at later stage after placing work order
- Provision to keep track of changes made to the quotation.
- Fleet wide Drydock repairs monitoring – both technical & financial aspects.
- Variance analysis

Fleet Monitoring

Fleet Monitoring is a Web-enabled software specifically designed and developed for monitoring ships at any time from any part of the world. Fleet Monitoring is cost-effective and versatile and ensures that information tracking is done in the best possible way. The product is useful in keeping track of operational information like noon report, arrival and departure report, monthly and quarterly reports etc.

In addition with this information other reports that can be viewed are:

- Equipment wise maintenance done during a specific period
- Equipment wise pending defect list
- Equipment wise maintenance planned for the future
- Due for Sign off
- Requisition pending for authorization
- Reports from Port State Control inspections
- Status of Class / Statutory surveys
- Crew certification validity / expiry
- Records of ISM / ISPS
- Cash remaining on board
- And many more MIS reports, which user can configure.

Ship Repair Manager (SRM)

The Ship Repair Manager is a simple and ready to use client server technology base software solution encompassing all activities related to ship repair processes at a ship repair yard. From tendering quotations to creating reports, the overall process is made effortless by using this single integrated solution.

Ship Repair Manager is intended to provide economically priced ERP and project management solutions for all activities related to ship repair processes at a ship repair yard. When a defect list is received from the customer, a quotation is prepared based on the repair work. This is to be approved by the yard authorities after confirmation from the customer. When the quotation is approved, work allocation specifying the shop in the yard where the work is to be carried out



including the personnel required for it, can be done through software. Finally, work completion details can also be maintained.

Publishing Manager and e-Plans

Publishing Manager is a client-server program providing complete solution for the creation, maintenance and management of Vessel Response Plans (VRP) to help ships comply with the US Oil Pollution Act of 1990 (OPA 90). Publishing Manager allows for selective updating of the ship-specific VRP such that plan changes will not require complete re-printing of the VRP and only require the publication and printing of the affected pages.

Using this application, customers on the move can access the database for viewing, downloading the published plans, getting alerted when a certificate expires, getting newsletters downloaded, querying the database, viewing reports etc.

Using a stand-alone ship version of the e-Plans application, ships can view or print revised plan files and get vessel certificates and expiry alerts. On every change in the plan, changed plan files will be transferred to the ship automatically such that ships can view or print revised files immediately.

RepairNet

Teledata's RepairNet provides a complete solution for handling breakdowns with the ability to analyze the cause in a structured manner.

This product allows the user to enter breakdown details in a highly structured manner enabling an exhaustive analysis of the various repair particulars. The application keeps track of all previous breakdowns and repairs carried out, so that one can monitor and prevent a future potential crisis.

The product also provides a detailed analysis of all repair and maintenance processes that take place in the yard or ship. It includes breakdown job reporting and analysis, facilitates easy handling of repair processes such as generation of requisition-based repair, sending these requisitions online to potential repairers, receiving quotations, comparison of quotations, awarding of work order to the most suitable repairer and monitoring the completion of work.

B. Process Management

Report Manager

An integrated ERP product providing ship maintenance and management solutions solely designed to eliminate the information shackles of the industry. Report Manager is a groundbreaking IT tool which helps maintain seamless flow of information that is vital between vessels and the ship owners or managers. Personnel turnover, ever staggering bills on inventory, maintenance, dry docking etc. facilitated with workflow management like communication management systems, follow up and comments to integrate day-to-day work with the application are some of its unique features.

Report Manager has been designed to facilitate smooth and easy management of the reporting system in AB Maritime. The additional advantage offered by Report Manager is that, wherever possible, the static data that is being input into

the various reports is made to generate dynamic work processes thereby facilitate the monitoring of the work processes.

Software also contains mini ERP packages like the Inventory and Purchase module, Fleet Personnel Management module, Shipboard Administration module and Planned Maintenance System module, which help in managing the relevant process areas efficiently and effectively.

Security Manager

Teledata's Security Manager addresses the importance of strict adherence to the ISO (International Organization for Standardization) / ISPS (International Ship and Port facility Security) code for all shipping companies. This module, a part of the Ship Manager Software suite, extensively covers all aspects of security management.

The Ship Security Manager provides a structured solution for managing documentation, reports, non-conformity issues, audits, security meetings and other operational demands of the ship and the office. Documentation pertaining to security management is centrally managed from the office with updates and revisions then automatically sent to each vessel. Reports from the master are then automatically communicated to the office. The Ship Security Manager ensures effective implementation of many ISPS code requirements.

Quality and Safety Manager

A web based Quality and Safety Manager has been developed for effective implementation and compliance to ISO 9001-2000 clauses, ISM code requirements and ISPS requirements. This product also provides a means for managing various records and documents as per ISO, ISM, ISPS requirements, thus providing features to control, monitor, review and improve quality, safety and security management systems in any organization.

Quality Manager has perceived the importance for strict adherence to the safety methodologies subscribed by the international organizations.

The software also enables the user to communicate with the outside world through electronic mail/ fax / telephone within the comfort of the application interface and supports effective and quick internal communication within the organization. Quality & safety manager recommends the following features:

- Scheduling/Planning of Internal & external audits
- Maintaining the repository of Internal & external audits for future reference
- Recording the non-conformities / observations made during the audit
- Keeping track of Review Meetings
- Software furnishes the best possible way for controlling the safety and other important documents in an efficient and effective manner. If there are changes to the manual, they can be maintained as separate versions.

Knowledge Manager

The Knowledge Manager captures different kinds of information existing in the organization and also makes it easy for all employees to capture, store and disseminate information. With an easy-to-use interface, it helps collaborating workflows and harvests employee knowledge both tacitly and explicitly. The workflow process library, document management system and event management system are some of the essential features of the Knowledge Manager.

Once created the system manages automatically. With an easy-to-use interface, it helps collaborating workflows and harvests employee knowledge, both of the tacit and explicit kind. The workflow process library, document management system and event management system are some of the essential parts of the knowledge management system.

Web-based Document Viewer

Teledata's Web-based Document Viewer is a unique application that helps shipping companies address the issues of staff training and evaluation by leveraging the power and reach of internet. A first of its kind application, the Web-based Document Viewer helps shipping companies share their vast repositories of in-house training content with their staff through a secure web-based interface. The range of advanced security features incorporated into the application helps safeguard against instances of proprietary content being downloaded and duplicated by end-users. The system also has powerful tools for evaluating and tracking the performance of individual employees.

C. Maritime e-Governance

Flag State Manager

Teledata's Flag State Manager serves as an "e Governance" software to any flag state administration vested with the responsibility of ensuring statutory compliance. It is also used for effective implementation of merchant shipping laws, rules relating to safety and life at sea and protection of the marine environment as per International Maritime Organization's SOLAS, load line conventions, safe construction of ships as well as ISM and ISPS code requirements by ship owning and managing companies.

Additionally, the software provides processes required for the administration of approved training institution, examination and certification of seafarers in compliance with the STCW 95, 98 & 2010 Manila declaration / convention.

Registry Manager

The Registry Management System (RMS) has been designed specifically for international ship registers / third party organizations authorized to carry out surveys /certification of ships and providing various other services to the ship owners / ship managers. It provides comprehensive web-based solutions that:

- a) Fulfill the requirements of class surveys and ISM-audits on ships.
- b) Request and schedule surveys to comply with annual safety inspections and other statutory requirements.
- c) Update and view the survey status online.

- d) On line certificate issuance.
- d) Updated reference of the record of the vessel's history at all times
- e) Management of Surveyors, their schedules of survey, reporting system, etc
- f) Auto notification of information related to Surveys to the ship owners / ship managers
- e) Provide required survey information to the ship's insurer in the event of ship loss or damage.

The RMS designed to meet requirements of class surveys, complies with the standards of the classification society, a self-regulating body that establishes and applies published rules to verify the design, construction and operation of ships and off-shore structures.

D. Port Solutions

Port Manager

Teledata's web based integrated ports governance package Port Manager, is a powerful utility that has been designed to support a diverse array of business areas relevant to leading port administrations around the world. It is a web-based information management system that supports a multitude of control, administrative and oversight functions of port administration authorities. It brings about transparent and seamless integration between the functionality of various departments through systematic, standardized, secured and streamlined pooling and accessing of information. Port Administration Manager is modular in structure where each module is dedicated to a specific function interlaced amongst themselves for optimum functionality and information usage.

Port Security Manager

Port Security Manager is a web-based information management system that draws out on the diverse activities of a bustling port facility and puts in perspective its security related aspects. In addition to being a valuable knowledge management tool, the software can also be integrated in security equipments such as alarms which in turn could signal any security implications to the concerned port facility authorities. It is fully compliant with ISPS code requirements.

E. Training and Learning Solutions

Lighthouse

Lighthouse application allows management, delivery and administration of online content and also supplementation of in-class learning. Lighthouse gives companies and institutions the tools to streamline processes, efficiently administer training programs, track student performance and deliver a consistent training message to the user's desktop. Various models of training are supported, including in-class, online or blended learning. The lighthouse application is constructed employing a modular architecture; it easily enables the addition or removal of any functional module.

II. Maritime e-Learning

The following e-learning programs developed by the marine organization of Teledata carry a special DNV notation indicating that quality has been guaranteed by the DNV.

Nautical and Engineering CoCs (Certificates of Competency): e-Learning Course

Teledata offers these web-based CoC courses to sea-going officers. These programs are flexible, provide several advantages over conventional learning and allow a mariner to:

- a) Study for the examination from home.
- b) Access courses at any time convenient to the learner.
- c) Make progress at a pace comfortable to the learner.
- d) Benefit from mentoring by an e-coach.
- e) Increase the learner's level of confidence.
- f) Save on cost of travel and relocation.

Programs & Partners

- Certificates of Competency (CoC) for marine officers - **Singapore Maritime Academy**
- Certificates of Competency (CoC) for marine officers - **South Tyneside Institute, UK**
- Marine Superintendent Certification Program – **DNV, Norway**
- Marine Electrical Officer Certification Program - **DNV, Norway**
- Marine Logistics – MBA Program - **Maine Institute, USA**
- LNG Ships Training Program - **ALAM Institute, Malaysia**
- Marine Engineer Officers Class IV preparatory course – **Institute of Marine Engineers (India)**

Ship Superintendency: e-learning Course

The Ship Superintendent is the interface between the ship and the shipping company's shore office. The job involves providing support to the shipboard management team in ensuring that the ship is at all times safe, efficient, environment friendly, and compliant with international regulations.

Knowledge, skills and attitudes acquired on-board in managing ship operations need to be enhanced considerably when taking up a senior management level appointment ashore in a shipping company. These programs bridge this gap for a ship master or chief engineer who is aspiring for this coveted shore-based assignment.

III. Ship Owning and Ship Management

The company owns a fleet of 5 LPG carriers through its investment in Navakun Transport Co, Thailand.



- ISM / ISPS certified by Thai Marine Department.
- LPG carriers are chartered to PTT & are employed in Thailand coastal waters.
- The ships are managed out of BKK office.
- The ships are manned by Thai nationals.

IV. Pollution Compliance Certification

Teledata provides pollution prevention and response management services in USA, through its subsidiary ECM Maritime Services LLC, a qualified entity under the US OPA'90 rules applicable to all ships entering the US. Teledata offers a large scope of services that ensure clients vessels exceed the standards of the maritime industry in order to minimize delays, fines and pollution incidents.

Teledata works in relationship with all the international group of P&I clubs and is listed as the preferred Qualified Individual / Spill Management Team for several clubs and has 20% market share world over.

V. Terminal Management and LPG Distribution

Teledata has put into operation the LPG terminal and refilling plant at Mongla in Bangladesh. The company distributes LPG in 41 districts and has a 10% market share in the LPG distribution in Bangladesh. The company has 30,000 MT plant capacities and 920 MT storage capacities.

VI. Seafarers Empowerment

Teledata's endeavour is to make further inroads into our e-Learning initiatives by offering online courses for seafarers and empowering them with knowledge and necessary skills while at sea. In addition, this will help them get adequately trained while at work.

VII.MANAGEMENT OF THE COMPANY, PROMOTERS AND THEIR BACKGROUND

a) Promoters

Teledata Marine Solutions Ltd is promoted by Agnite Education Limited previously Teledata Informatics Ltd which is the flagship company of the group. The Company is mainly lead by Gp.Capt.K.Balasubramanian, IAF (Retd) who is the Chairman and Mr.K.Padmanabhan who is the Managing Director of the Company. The Company is into the development of Software include Marine software. It was started as a small Company in the year 1990 .

Company Background

Since its inception in 1990, Teledata defines designs and delivers cutting-edge IT solutions that focus on providing enhanced customer value through deep domain expertise and knowledge-base. Teledata's commitment to operational excellence and superior customer service has made it possible to deliver world class solutions at optimal costs.

Its primary business venture initially confined to the maritime industry opened the gate way to explore software solutions and services for the global maritime community, and within no time earning a reputation of an expert software and solutions provider. The company has ever since diversified its portfolio to include a wide range of services from providing online maritime education, owning and management of ocean going vessels, logistics management, to setting up a KPO and offering specialized marine recruitment services.

The company had subsequently expanded its business operations to the education and energy sectors by leveraging a coherent convergence of its IT product strength with industry expertise and knowledge-base.

Teledata targeted these verticals as one of the key areas of growth and has made significant investments to capitalize on the rapid growth and ever increasing demand in these sectors.

Since 2004, Teledata has been expanding its business focus. The company has transformed from a niche software products company to one offering diversified services for the Marine, IT, Education, Energy and Telecom sectors.

Highlights

Agnite Education Limited, is a twentyone-year-old software and services company, focusing on educational product.

It is a public limited company listed in NSE and Mumbai stock exchanges in India.

The company's Quality is reflected in the Certificate of Approval for ISO 9001-2001 from the LRQA Ltd.

The Company focusses more into education sector and therefore changed its name to Agnite Education Limited with effect from 7th April 2011.

b) Board of Directors of Teledata Marine Solutions Ltd

MR.N.SAKTHIVEL,DIRECTOR

Mr.N.Sakthivel, aged 57 years is a Graduate Mechanical Engineer and Certified First Class (Motor) Engineer. After serving as an Industrial Engineer for two years with Trichy Productivity Council, he had undergone Marine Engineering Training with Madras Port Trust. Subsequently, he joined a shipping company and served in various capacities in different types of ships. He also managed a ship repair firm that carried out a wide range of specialized ship repairs and survey work.

MR.K.PADMANABHAN, DIRECTOR

Mr.K.Padmanabhan, aged 57 years is a Post Graduate Mechanical Engineer and Certified Chief Engineer in Merchant Ships, **K. Padmanabhan** believes in leading from the front with hands on approach to management and problem solving. A veteran in the shipping industry for nearly 25 years, he was the promoter of Teledata. His core competencies lie in software development, Operating with ease with multi-national and multicultural environments and managing people skills in large enterprises. His vision and dynamism has propelled the company to be amongst the top 50 software companies in the world today.

GP. CAPT.K.BALASUBRAMANIAN, IAF (RETD) , DIRECTOR

Group Captain K.Balasubramanian, I.A.F. (Retd) aged 67 years completed his Engineering degree in Mechanical Engineering from Government College of Technology, Coimbatore from 1958 to 1962.He was commissioned in the IAF in the Technical branch and served the Air Force for 32 years. He was awarded his postgraduate degree in Cranfield Institute of Technology, Cranfield, U.K. in Aircraft design. He is experienced in transport, fighter and Helicopter and missiles. He has been a flight Engineer, Maintenance Engineer, Flight Test Engineer and Chief Project Manager for new aircraft inductions in IAF. He did his MBA in Finance with specialization in Life cycle costing of large Projects.

He was the Deputy Project Director of Light Combat Aircraft Project at Aeronautical Development Agency. He has been the Chief Engineering officer of two Airbases in IAF and has been the Chief Engineer for Engine Overhaul .He has developed a simulation model for Spares Forecasting for Leading Fighter aircraft. He also served as the officer

commanding of Air Force Unit at HAL (Nasik Division). He is a qualified Russian Language Interpreter for IAF; having passed the Russian Language Interpreter ship examination with distinction .He has done several professional courses while in IAF like mathematical modeling, MRP, Senior Technical Officers Management Course and several courses specific to aircraft and systems etc.

From 1994 onwards, Group. Captain .K.Balasubramanian.I.A.F (Retd) has been serving Teledata Informatics Ltd, one of the few Global software products company in India, as Chairman. The company provides software solutions to the Maritime industry, Education, E-governance, Energy and Telecom sectors. The company provides inventory, purchase and supply chain management solutions to Merchant Navy and Indian Navy. He is interested in Software Design and Architecture and Computer integrated manufacturing and E-Learning.

Gp.Capt. K.Balasubramanian I.A.F.(Retd) is a member of the IT Vision Group under the Chairmanship of Chief Minister of Punjab.

Gp.Capt. K.Balasubramanian I.A.F. (Retd) is a Fellow of the Institution of Engineers, All India Institute of Management, and Institution of Material Management and is a member of several Professional Institutions like Computer Society of India, Fluid Power Society, and Indian Society for Technical Education. He likes e mentoring and researches in online Learning.

The following Directors have been appointed at the Board Meeting held on 11th April 2008:

MR. SWAPAN DAS SHARMA, NON EXECUTIVE, INDEPENDENT DIRECTOR

Mr Swapan Das is a qualified Marine Engineer with an MBA from Warwick. He has served as Chief Engineer (Steam and Motor), First Grade Engineer (Steam & ICE), Power Utility Plants.

His career spans 10 years at sea, 2 yrs as Chief Engineer, 26 years in academia with 10 years as Dean and Director of Singapore Maritime Academy, 3 years as the Director of Teledata Marine Systems LLC in charge of marine education and e-learning software development

His field of specialization and expertise includes Marine and Steam Engineering, Higher Education planning, management and administration; Multimedia and e-learning development and its management; DNV certified Auditor for Certification of delivery of courses in MET institutes.

As on date, the Company confirms the composition of the Board is in compliance with requirements of Clause 49 of Listing Agreement.

Mr.M.S.NAGARAJAN , Chief Executive Officer

Mr.M.S.Nagarajan aged 56 years is an Engineering Graduate. He is also a Graduate in Ship's systems and Equipments.

His Experience and achievements are:

1. Seasoned Marine Engineer with over 15 years of experience in Senior Management functions in Ship Management companies.
2. Overseen new building of 3 Suezmax crude oil tankers for Essar Shipping Ltd at Samsung Heavy Industries S.Korea.
3. Technical Management of Dry Bulk Carriers, Oil tankers of various types and OSVs for Essar Shipping Ltd and Sanmar Shipping Ltd, as JGM (Technical) and Asst. Vice President (Technical) respectively..
4. Major drydock repairs of ships at various ship repair yards in China, S.Korea, Dubai and Singapore.
5. Carried out Condition Assessment Program for Tankers as per IACS requirements.
6. Teaching experience at major Marine Training Institutions.
7. Qualified International Safety Management System Auditor
8. Qualified ISO 9001-2008 Auditor
9. Qualified Waste Management Expert (solid and liquid nuclear wastes)
10. Published papers in Marine Engineers Review (India) on Ship Management practices.
11. Attended seminar as Key note speaker at Thailand on invitation from the Ministry of Information Technology and Communication.

Mr M S Nagarajan, has since resigned on account of health reasons and has been relieved from the Company with effect from 8th June 2009.

Mr. M.S. Nagarajan is again appointed as the Chief Executive Officer with effect from 01st November 2010 to look after the overall administration as well as business operations of the Company.

Corporate Governance

The provisions of the listing agreement entered into with the Stock Exchange with respect to Corporate Governance will be applicable to the Company immediately upon the listing of its Equity Shares on the Stock Exchange.

Audit Committee

The Composition of Audit Committee is as follows:

Name	Designation
1. Mr N Sakthivel	Independent and Chairman of Committee
2. Gp.Capt.K.Balasubramanian,IAF(Retd)	Non Independent Member
3. Mr Swapan Das Sharma	Non Executive Independent Director

Share Allotment / Transfer / Investors Grievance Committee

The Composition of the Committee is as follows:

Name	Designation
1. Gp.Capt.K.Balasubramanian,IAF(Retd)	Independent & Chairman of Committee
2. Mr K Padmanabhan	Non Independent Member
3. Mr N Sakthivel	Independent Member

Change in the Board of Directors of the Company since Incorporation

The Company has appointed Capt Himanshu Joshi, Mr Swapan Das Sharma and Mr Nishit Kapoor as Additional Directors at the Board Meeting held on 11th April 2008 and their appointments have been confirmed at the Annual General Meeting held on 30th December 2008. Subsequently, Capt. Himanshu Joshi has resigned from the Company and has been relieved with effect from 29th September 2009. Mr. Nishit Kapoor has resigned from the position of Directorship and has been relieved on 14th March 2011.

Mr M S Nagarajan was also appointed as a Director at the Board Meeting held on 11th April 2008 and subsequent appointment as a Wholetime Director at the Board Meeting held on 1st December 2008. His appointment as a Director and as wholetime director was confirmed at the Annual General Meeting held on 30th December 2008. He has since resigned and has been relieved from the Company with effect from 8th June 2009.

Mr.M.S. Nagarajan was again inducted into the Board as Chief Executive Officer of the Company from 16th May 2010.

The present composition of board of directors is in compliance with requirements of Clause 49 of the Listing Agreement.

Key Management Personnel

As per the Scheme of Arrangement, all the employees of the transferor Company who were in its employment of the effective date of the scheme, as from such date, became the employees of the transferee Company on the basis that their services have not been interrupted by the vesting of the Marine division of the Transferor Company.

Accordingly details of Key Managerial Personnel after Arrangement are as follows:

Name	Age	Qualification	Total Experience (Years)	Date of Joining	Previous Employment
Gp.Capt.K.Balasurebmanian, IAF (Retd)	67	B.E.(Mech) M.Sc (Engg-cranfield), MBA FIE	17	27.07.2006	Retd IAF officer
Shri.K.Padmanabhan	57	BE (Mech) M.Sc (Engg) M.O.T (Motor Engineer)	17	27.07.2006	Marine Engineer

Bonus or Profit Sharing Plan for Key Management Personnel

The Bonus is payable as per the policy of the Company as applicable to all employees. There is no profit sharing plans.

Change in Key Managerial Personnel since inception- Mr.M.S. Nagarajan belongs to Key Managerial Personnel. His details appears as mentioned below

Name	Age	Qualification	Total Experience (Years)	Date of Joining	Previous Employment
Shri.M.S. Nagarajn	57	B.E.	40	01.11.2010	Marine and System Engineer

VIII. FINANCIAL INFORMATION

We are now giving herewith the Audited Standalone Financial Statements for the 9 months period ended 31.12.2010 pertaining to financial year 2010-11 alongwith the audited standalone financial statement for the year ended on 31.3.2011.

Sl No	Description	Latest Audited 9 month financials ended on 31.12.2010 (Rs in Crore)	31.03.2010 (Rs. In Crore)
A	Fixed Assets		
	Net Block	1.11	1.11
	Total	1.11	1.11
B	Current Assets, Loans and Advances		
	Sundry Debtors	628.96	636.79
	Cash and Bank Balance	0.07	0.14
	Loans and Advances	395.77	389.68
	Total	1024.80	1026.62
C	Investments	52.13	52.13
	Total	52.13	52.13
D	Deferred tax Asset	0.00	0.00
E	Work in progress	0.00	0.00
F	Liabilities and Provisions		
	Loan Funds	190.78	190.78
	Unsecured	28.51	25.33
	Total	219.29	216.11
G	Current Liabilities and Provisions		
	Current Liabilities	550.52	551.93
	Provisions	0.25	0.66
	Total	550.77	552.59

H	Net worth[A+B+C+D-[E+F+G]]	307.98	311.15
I	Represented by		
	Shareholders Funds		
1	Share Capital	29.50	29.50
2	Reserves	212.61	212.57
3	Balance in P and L A/c	65.87	69.08
	Net worth[1+2+3-4+5]	307.98	311.15

Statement of Profit and Losses

Description	31.12.2010 (Rs in Crore)	31.03.2010 (Rs. In Crore)
Income		
Sales & Services	2.57	189.56
Other Income	0.10	20.59
Total Income	2.67	210.15
Expenditure		
Cost of goods sold	2.08	143.43
Salaries, Wages and other benefits	1.90	71.70
Operating and other expenses (Exchange Fluctuation)	1.88	0.84
Interest	0.00	11.08
Depreciation	0.02	0.05
Total Expenditure	5.88	227.10
Net Profit before tax and exceptional items	-3.21	-16.95
Provision for taxation (incl.deferred tax & fringe benefit tax)	0.00	0.00
Prior year adjustments	0.00	0.00
Net profit after tax and prior year adjustments	-3.21	-16.95
Surplus / Deficit brought forward (Minority Interest & Dividend)	69.08	86.02
Balance carried to Balance sheet	65.87	69.07

(Rs. in crore)

SCHEDULES FORMING PART OF THE BALANCE SHEET

Particulars	As at 31st December 2010	As at 31st March, 2010
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SCHEDULE – A – SHARE CAPITAL

AUTHORISED

50,00,00,000 Equity Shares of Rs. 2/- each	<u>100.00</u>	<u>100.00</u>
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ISSUED, SUBSCRIBED, CALLED UP AND PAID UP

9,08,34,540 Equity Shares of Rs 2/- each	18.17	18.17
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Of the above :

8,58,34,540 Equity Shares fully paid up is issued

pursuant to the scheme to Share holders of demerged

Company i.e., Teledata Informatics Ltd.

Share Suspense Account

5,66,52,140 (P.Y 14,24,86,680) Equity Shares fully paid up to be issued pursuant to the scheme to Share holders of amalgamating Company [Refer Note No. 2 of Schedule Q]	11.33	11.33
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TOTAL	<u><u>29.50</u></u>	<u><u>29.50</u></u>
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SCHEDULE – B – RESERVES AND SURPLUS

Capital Reserve

Securities Premium Account	32.23	32.23
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General Reserve	181.72	181.72
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Foreign Currency Translation Reserve

		(1.33)	(1.36)
Profit and Loss account		65.87	69.08
TOTAL	@	<u>278.48</u>	<u>281.65</u>

SCHEDULE – C – SECURED LOANS

From Banks [Refer Note 4 of Schedule Q]

- Export Packing Credit		34.07	34.07
- Overdraft		77.95	77.95
- Term Loan		78.76	78.76
P.Y. Rs. 19,50 Lakhs)			
TOTAL		<u>190.78</u>	<u>190.78</u>

SCHEDULE – D – UNSECURED LOANS

Loan From Directors		-	-
Other Short Term Loans		28.51	25.33
TOTAL	@	<u>28.51</u>	<u>25.33</u>

SCHEDULE – F - INVESTMENTS

[Refer Note No. 13 of Schedule Q]

Long Term Unquoted (At Cost)		Nos.		Nos.
Non Trade				
Investments in Associate Company				
Teledata Marine Systems Pte Ltd. (Singapore) [Equity Shares of 1 SGD each]	280,002	0.35	2,80,002	0.35

[Refer Note no. 13(a) of Schedule Q]

Investments in Overseas Subsidiary Companies

Teledata Informatics (Bangkok) Co. Ltd representing 100% of Equity Shares of 10 Baht each	2,000,000	6.97	2,000,000	6.97
Teledata Informatics Ltd, Malta representing 100% Equity Shares of 1 LM each	500	0.01	500	0.01
Teledata Marine Solution Limited Malta (earlier Sirius Marine Services Pte Ltd. Malta) representing 100% of Equity Shares of Malta Liri 1 each	500	0.01	500	0.01
ECM Maritime LLC, USA		@	@	
		36.06		36.06
Teledata Marine Solutions Ltd., Bangladesh (formerly Summit Surma Petroleum Company Ltd, Bangladesh) representing 68.57% of Equity Shares of Taka 1000 each	121,202	8.74	121,202	8.74
TOTAL		52.13		52.13

@ - Representing membership interest of 99.89% in ECM Maritime LLC, USA

SCHEDULE – G – CURRENT ASSETS

I. SUNDRY DEBTORS

(Unsecured and Considered Good)

Debts outstanding for period exceeding six months

- Considered good	628.96		576.47	
- Considered doubtful	-		-	
	(a) 628.96		576.47	
Other Debts				
- Considered good			60.32	
- Considered doubtful	-		-	

	(b)	60.32
Less: Provision for Doubtful Debts		
(c)	-	-
	628.96	636.79
II. CASH AND BANK BALANCES		
Cash on Hand	0.02	0.01
Balance with Scheduled Banks		
i) Current Account	0.05	0.08
ii) Deposits Account [Refer Note No.1(ii) and 5 of Schedule Q]		0.05
	0.07	0.14
III. OTHER CURRENT ASSETS		
Income Accrued on Projects	-	-
TOTAL	629.04	636.94

**SCHEDULE – H – LOANS AND
ADVANCES**
(Unsecured and Considered Good)

Advances recoverable in cash or in kind or
for value

to be received	274.22	241.16
Dues from Body Corporates *	120.96	148.15
Advance Income tax and Tax Deducted at Source (net of provision)	0.52	0.30
Advance Fringe Benefit Tax (net of provision)	-	-

Deposits with

- Government Departments	-	-
- Others [Refer Note No.1(ii) of Schedule Q]	0.07	0.07
	0.07	0.07
	-	-
TOTAL	@	395.77

Dues from Body Corporates :	Maximum Balance	Closing Balance	Maximum Balance	Closing Balance
Teledata Informatics Ltd	71.12	70.27	79.69	71.11
Complete Agro Biotech Solutions Pvt Ltd	1.41	0.31	1.52	1.38

SCHEDULE – I – CURRENT LIABILITIES

Sundry Creditors

Micro, Medium and Small Scale

Industries

[Refer Note No.22 of Schedule Q]

Creditors for Expenses

Others

	-	-
	1.71	1.62
	542.94	537.83
	544.65	539.45
Credit Balance in Current Accounts *	1.24	1.24
Other Current Liabilities	4.63	11.25
TOTAL	550.52	551.93

SCHEDULE – J - PROVISIONS

- for Income tax (net)

- 0.62

- for Fringe Benefit Tax (net)	-	-
- for Gratuity	0.25	0.66
- for Dividend	-	-
- for Dividend Distribution Tax	-	-
TOTAL	0.25	0.66

(Rs. in crore)

SCHEDULES FORMING PART OF THE PROFIT AND LOSS ACCOUNT

Particulars	April to Dember 2010	2009-10
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SCHEDULE – K - TURNOVER

Sales:		
- Exports (net of provision for sales return) *	2.57	189.39
- Domestic [* - Refer Note no. 19 of Schedule 'Q']	0.00	0.17
TOTAL	2.57	189.56

SCHEDULE – L – OTHER INCOME

Interest Income (Tax Deducted at Source Rs : P.Y Rs. 0.61 Lakhs)	0.00	
Miscellaneous Income	0.1	20.59
TOTAL		

0.10

20.59

SCHEDULE – M – ADMINISTRATIVE EXPENSES

Personnel Cost	1.36		7.91	
Provident fund, ESI & Gratuity	0.05		0.32	
Staff Welfare	<u>0.00</u>	1.41	<u>0.10</u>	8.33
Rent		0.005		0.87
Rates and Taxes		0.001		0.11
Insurance		0.002		0.36
Electricity Charges		0.002		0.11
Professional and Consultancy Charges		0.098		2.81
Auditors Remuneration		0.110		0.11
Repairs and Maintenance:				
- Buildings	0.004		0.20	
- Others	<u>0.003</u>	0.007	<u>0.003</u>	0.20
Equipment Hire Charges				.76
Travelling and Conveyance		0.12		0.95
Printing and Stationery		0.01		0.05
Directors' Remuneration				0.04
Communication Expenses		0.01		0.27
Miscellaneous Expenses		0.12		0.28
Investment Written Off		-		10.44

Baddebts written off			46.00
TOTAL	@	1.90	71.70

SCHEDULE – N – SELLING AND DISTRIBUTION EXPENSES

Advertisement		0.00	0.31
Business Promotion Expenses		0.00	0.43
Discount Allowed			0.10
TOTAL		0.00	.84

SCHEDULE – O – INTEREST AND FINANCE CHARGES

Interest			
- Banks		0.003	8.43
- Others		0.00	1.01
		0.003	9.44
Bank Charges		0.00	1.64
TOTAL	@	0.003	11.08

SIGNIFICANT ACCOUNTING POLICIES

- A. **Basis of Preparation of Financial Statements:** The financial statements are prepared under the historical cost convention from the books of accounts maintained on accrual basis, in conformity with accounting principles generally accepted in India, and comply with the accounting standards issued by the council of the Institute of Chartered Accountants of India and referred to in Section 211 (3C) of the Companies Act, 1956, (the Act).
- B. **Use of Estimates:** The preparation of financial statements requires the management of the Company to make estimates and assumptions that affect the reported balances of assets, liabilities and disclosures relating to the contingent liabilities as at the date of the financial statements and reported amounts of income and expenses

during the period. Actual results could differ from these estimates. Any revision in accounting estimates is recognised prospectively in current and future periods.

C. Revenue Recognition

- i) Revenue from software development / software products is recognized on the basis of delivery of the licenses of the required software products specified in the purchase order net of provision for sales return.
- ii) Dividends are recorded when the right to receive payment is established.

D. Fixed Assets:

- i) Fixed assets are stated at cost less depreciation. All costs relating to the acquisition and installation of fixed assets are capitalised including directly attributable financing costs relating to borrowed funds and costs of bringing the asset to working condition for its intended use.
- ii) Software product development expenditure including expenditure on upgrades and new version are capitalized on completion of the product. Cost of Software purchased and procured for product development/customisation is added to software purchase expenditure.
- iii) Capital Work in Progress comprises of all directly attributable costs of bringing the assets to their working condition for their intended use and all indirect and incidental expenses

E. Depreciation/ Amortisation:

- i) Depreciation on fixed assets are provided over the residual life of the asset based on the rates of Depreciation as specified in Schedule XIV of the Companies Act, 1956. Depreciation on other fixed assets is provided on straight line method at the rates and in the manner specified in Schedule XIV to the Companies Act, 1956.
- ii) Depreciation on Building is calculated on Straight Line method. Depreciation on other assets are provided on Written down value method.
- iii) Softwares are amortized over a period of three years.

F. Borrowing Cost: Borrowing costs are recognised as an expense in the year in which they are incurred except in respect of the Parent company where borrowing costs which are directly attributable to acquisition/construction of fixed asset and needs a substantial time frame to make the asset ready to use, in which case the borrowing costs are capitalised as part of the cost of asset.

G. Investments:

- i) Long term Investments are stated at cost. Provision for diminution in value of long term investments is made only if such a decline is other than temporary in the opinion of the management.
- ii) Current Investments are stated at cost or market value whichever is lower.

H. Foreign Currency Transactions:

India:

Transactions in foreign currency are recorded at the exchange rate prevailing at the date of the transactions. Monetary items are translated at year-end foreign exchange rates. Resultant exchange difference, arising on payment or conversion of liabilities / assets, is recognised as income or expense, in the year in which they arise.

Overseas Offices:

Revenue transactions in foreign currency from non integrated overseas offices are recorded at the average exchange rate for the year, whereas the asset and liabilities are stated at closing exchange rates except for Investments for which rate prevailing on the date of investment or acquisition is applied for conversion. Resulting

exchange difference, on conversion of assets and liabilities and income and expenses are transferred to Foreign Currency Translation Reserve.

I. **Preliminary Expenditure:** The preliminary expenses are written off in the year of incorporation.

J. Taxes on Income:

i) Current income tax expense comprises taxes on income from operations in India and in foreign jurisdictions. Income tax payable in India is determined in accordance with the provisions of the Income Tax Act, 1961. Tax expense relating to foreign operations is determined in accordance with tax laws applicable in countries where such operations are domiciled.

ii) Deferred tax expense or benefit is recognised on timing differences being the difference between taxable income and accounting income that originate in one period and are capable of reversal in one or more subsequent periods. Deferred tax assets and liabilities are measured using the tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date. Deferred tax assets consisting of unabsorbed depreciation and carry forward of losses are recognised only to the extent that there is virtual certainty that sufficient future taxable income will be available to realise these assets.

K. Earnings per Share: The basic earnings per share is computed by dividing the net profit after tax for the period by the weighted average number of equity shares outstanding during the period. Diluted earnings per share, if any is computed using the weighted average number of equity shares and dilutive potential equity share outstanding during the period except when the results would be anti-dilutive.

L. Impairment: Except otherwise than for Financial Assets, Inventories and Deferred Tax Asset, the Carrying Amounts of all the Assets are reviewed at each balance sheet date to determine any indications of impairment. An asset is treated as impaired when the carrying cost of assets exceeds its recoverable value. An impairment loss is charged to the Profit and Loss account in the year in which an asset is identified as impaired. The impairment loss recognised in prior accounting periods is reversed if there has been a change in the estimate of recoverable amount.

M. Provision, Contingent Liabilities and Contingent Assets:

Contingent liabilities, if any, are disclosed by way of Notes to accounts. Provisions involving substantial degree of estimation in measurement are recognised when there is a present obligation as a result of past events and it is probable that there will be an outflow of resources. Provision is made in the Accounts in respect of those contingencies which are likely to materialise into liabilities after the year end, till the approval of accounts by the Board of Directors and which have material effect on the position stated in Balance sheet.

SCHEDULE N

NOTES TO ACCOUNTS TO THE FINANCIAL STATEMENTS

1. Share Suspense Account

The Share suspense account represents 5,66,52,140 shares of Rs.2 each amounting to Rs 1133.04 lakhs pending allotment to the share holders of Sirius Shipping Company Ltd pursuant to the Composite Scheme of Arrangement sanctioned by Honourable High Court of Madras, Vide its order dated 12th October 2007 to erstwhile share holders of Sirius Shipping Co. Ltd in the ratio of two shares for every one share of Rs 10 each including shares pending allotment held in Sirius Shipping Co Ltd. The Shares are yet to be allotted by the Company in view of the litigation which is pending before Honourable Company Law Board, Southern Region Branch, Chennai. The 5,66,52,140 Shares would

be allotted by the Company after favourable Order of the Honourable Company Law Board , Southern Region Branch, Chennai in this regard is received.

2. Secured Loans :

The Credit facility from Bank is secured primarily by current assets and further secured by the collateral on certain fixed assets of the Teledata Informatics Ltd, other than assets acquired on Hire Purchase. The Credit facilities of the Company including fund based and non fund based limits are further secured by personal guarantees of a Directors and relative of Directors, Corporate guarantees of four Body corporates including TDIL , collateral of shares pledged by director/Body corporates, certain land and buildings belonging to Directors/Body Corporates/relative of director.

3. Contingent Liabilities of the Parent Company

Sl.	Particulars	Dec 2010
1	Corporate guarantee given to Teledata Informatics Ltd	310
2	Income Tax Demands pending in Appeal	0.45
3	Corporate Guarantee given to State Bank of India, Singapore with regard to loan received by Baytech Inc, BVI	189.54
4	Claims against the Company not acknowledged as debt.	50.98
5	Interest on Bank Borrowings	19.67

4. Details of Managerial Remuneration

(Rs in Crore)

Sl.	Particulars	For 9 months ended on 31.12.2010	2009-10
i.	Salary, Bonus and Perquisites	0.00	0.08*
ii.	Company's Contribution to Provident fund and Other funds	0.00	

			0.00
	Total	0.00	0.08

* Part of the year

5. Details of Auditors Remuneration

(Rs in Crore)

Sl.	Particulars	For 9 months ended on 31.12.2010	2009-10
i.	Audit Fees	0.10	0.10
iii.	Service Tax	0.01	0.01
	Total	0.11	0.11

6 a. The Company follows territorial basis of taxation and provision has been done in respect of the foreign branches as per law of those countries. The Company is availing tax exemption under Section 10B of Income Tax Act, 1961 in respect of its export turnover from India .

b. Deferred Tax:

(Rs. in Crore)

Sno.	Particulars	As on 31 st Dec, 2010
	Deferred Tax Asset	
i	On account of Difference in Depreciation	0.1513
ii	Preliminary and Demerged Expenses	0.0017
	Deferred Tax Assets	0.1530

Considering the concept of prudence Deferred Tax Asset is not recognized in the books of account.

The information required by Paras 3 and 4 of part II of Schedule VI to Companies Act, 1956 is as under

A. FOB Value of Exports

(Rs In Crore)

Description	For 9 months ended on 31.12.2010	2009-10
FOB Value of Exports (including Overseas Branches)	2.57	189.39
Total	2.57	189.39

B. CIF Value of Imports

(Rs In Crore)

Description	For 9 months ended on 31.12.2010	2009-10
Content creation for Software and Purchase of Softwares	2.08	143.42
Total	2.08	143.42

C. Expenditure incurred in Foreign Currency

(Rs In Crore)

Description	For 9 months ended on 31.12.2010	2009-10
a. Traveling Expenses	0.02	0.02
b. Expenditure incurred at overseas Branches	1.83	19.68
Total	1.85	19.70

D. Earnings in foreign exchange on receipt basis

(Rs in Crore)

Description	For 9 months ended on 31.12.2010	2009-10
Income from Software Development & Services	10.27	250.98
Total	10.27	250.98

E. Quantitative Details. The Company is engaged in development and maintenance of computer software and maintenance of Ships. The production and sale of such software cannot be expressed in any generic unit. Hence it is not feasible to give the quantitative details of sale and other information as required under Part II of Schedule VI of the Companies Act, 1956

8. Calculation of Earnings per Share

Particulars	For 9 months ended on 31.12.2010	2009-10
a. Net Profit available for equity share holders (Rs. in Lakh)	(3.21)	(16.94)
b. Basic/Diluted Weighted Average No. of Equity Shares (Nos.) *	147,486,680	147,486,680
c. Basic/Diluted Earning per share of Rs.2 each (in Rupees) [(a)/(b)]	(0.22)	(1.15)

* - Includes shares pending to be allotted lying in Share Suspense Account.

9. As per Accounting Standard 18, issued by the Institute of Chartered Accountants of India, the disclosures of

transactions with the related parties as defined in the Accounting Standard are given below:

- i. List of related parties with whom transactions have taken place and relationships: (As certified by management)

Sl.	Name of the Related Party	Nature of Relationship
1	Teledata Informatics (Bangkok) Co. Ltd *	Wholly Owned Subsidiary w.e.f. 01.11.2006
2	Navukun Transport Company Ltd *	Wholly Owned Subsidiary of Teledata Informatics (Bangkok) Co. Ltd w.e.f. 14.11.2007
3	ECM Maritime Services LLC *	Subsidiary holding membership interest 99.89% w.e.f. 01.11.2006 and held in the name of Teledata Informatics (Bangkok) Co. Limited, wholly owned subsidiary of the Company.
4	Teledata Marine Solutions Ltd., Malta (formerly Sirius Marine Services Pte Ltd, Malta) *	Wholly Owned Subsidiary w.e.f. 01.11.2006
5	Teledata Marine Solutions Ltd., Bangladesh (formerly Summit Surma Petroleum Company Ltd, Bangladesh)	Subsidiary (holding 68.57%) w.e.f 06.08.2007
6	Teledata Informatics Limited, Malta *	Wholly Owned Subsidiary w.e.f. 14.11.2006

Associate Companies:

Sl.	Name of the Related Party	Nature of Relationship
1	Teledata Informatics Ltd	Common Key Management Personnel
2	Teledata Technology Solutions Ltd	
3	Teledata Education Management Systems Ltd	
4	Teledata Education and Research Foundation Ltd	
5	Complete Agro Biotech Solutions Pvt Ltd	

Key Management Personnel with Nature of Relationship

Sl	Name of the Related Party	Nature of Relationship
1	K Padmanabhan	Chairman & Managing Director
2	M S Nagarajan*	Chief Executive Officer

- appointed with effect from 01st November 2010

Details of the Transaction are as follows:

(Rs In Crore)

Particulars		For 9 months ended on 31.12.2010	2009-10
a.	Loans Taken during the year :		
	<i>Subsidiaries</i>		
	Teledata Informatics Limited Malta	-	9.55
	Teledata Marine Solutions Ltd., Malta	-	0.51
	ECM Maritime Services LLC	5.95	0.00
	<i>Associate Companies</i>		
	Teledata Technology Solutions Limited	0.81	0.18
	Loans repaid during the year :		
	<i>Subsidiaries</i>		
	Teledata Marine Solutions Ltd., Malta	0.01	17.70
	Teledata Informatics Limited Malta	0.04	21.74
	Navakun Transport Company Ltd	-	1.13
	ECM Maritime Services LLC	2.90	0.00
	<i>Associate Companies</i>		
	Teledata Technology Solutions Limited	0.01	0.40
	Loans and Advances Granted / Transferred		
b	<i>Subsidiaries</i>		
	Teledata Marine Solutions Ltd, Bangladesh	-	0.62
	<i>Associate Companies</i>		
	Teledata Informatics Ltd	0.20	23.25
	Complete Agro Biotech Solutions Pvt Ltd	0.03	0.04
C	Loans and Advances recovered during the year		
	<i>Subsidiaries</i>		
	<i>Associate Companies</i>		
	Teledata Informatics Ltd	1.04	11.47
	Complete Agro Biotech Solutions Pvt Ltd	1.10	0.17
D	Closing Balance of Advances (Dr Balances) :		
	<i>Subsidiaries</i>		
	Teledata Marine Solutions Ltd, Bangladesh	0.00	0.62
	<i>Associate Companies</i>		

	Teledata Informatics Ltd	70.27	71.11
	Complete Agro Biotech Solutions Pvt Ltd	0.31	1.38
e	Closing Balance of Advances (Dr Balances) :		
	<i>Subsidiaries</i>		
	Teledata Marine Solutions Ltd., Malta	133.43	133.43
	Teledata Informatics Limited Malta	93.39	94.12
	Navakun Transport Company Ltd	3.77	3.52
	ECM Maritime Services LLC	24.74	21.85
	<i>Associate Companies</i>		
	Teladata Technology Solutions Ltd	1.04	0.23
f.	Remuneration Paid / Payable		
	Key Management Personnel :		
	M.S.Nagarajan (For part of the year)	0.00	0.03

10. The Company has net foreign currency exposure (other than overseas branches) that are not hedged by a derivative instrument or otherwise amounting to Rs.21089.92 Lakhs (P.Y.Rs 21016.24 Lakhs) in respect of payables and Rs.42812.88 Lakhs (P.Y. Rs.42878.00 Lakhs) in respect of gross receivables as on the balance sheet date.

11. Balances in sundry debtors, loans and advances and other current assets are subject to confirmation. The Company had initiated the process of obtaining of confirmations during the year and partially obtained confirmations from third parties for the balances at the end of the year. In the opinion of the management the balances outstanding are good and recoverable and no provision is foreseen in respect of the same.

12. In the opinion of the management the balances outstanding from overseas Debtors amounting to Rs.59337.94 Lakhs are good and recoverable and no provision is required in respect of the same as in the opinion of the management slow realization is due to the slow down of shipping market where Companies' sales are prominent.

13. The Company has marketing agreement with marketing agents in various countries to whom products are sold. The revenue is recognised at the point of sale of products to marketing agencies irrespective of confirmation by the sale of marketing agents to ultimate customers. If there are any sales returns, the same are accounted accordingly.

14. Employee Benefits: The Company has not adopted Accounting Standard 15, Employee Benefits (revised 2005), issued by the Institute of Chartered Accountants of India [the 'revised AS 15']. The valuation of employee benefits have been done on actual basis as against the actuarial valuation on projected unit cost basis.

15. In accordance with the notification no. GSR 719 (E) dt 16.11.2007, issued by the Ministry of Corporate affairs, certain disclosures are required to be made relating to Micro, Small and Medium enterprises as defined under the Micro, Small and Medium Development Act, 2006. The company is in the process of compiling the relevant information from parties about their coverage under the said act. Since the relevant information is not readily available no disclosures have been made in the accounts. However in view of the management, and relied upon by the auditors, the impact of interest, if any that may be payable in accordance with the provisions of this act is not expected to be material.

16. Previous years figures are regrouped, rearranged and reclassified wherever necessary.

17. Reconciliation of balance in foreign currency translation reserve as on 31st December 2010

Particulars	Rs.
Balance as at 01.04.2010	(13,657,016)
Decrease in FCTR because of translation of balances of US Office	109,627
Decrease in FCTR because of translation of balances of Dubai Office	251,642
Balance as at 31.03.2010	(13,295,747)

AUDITORS' REPORT

TO

THE MEMBERS
TELEDATA MARINE SOLUTIONS LTD
Chennai

1. We have audited the attached Balance Sheet of **TELEDATA MARINE SOLUTIONS LTD** as at 31st December 2010 and the Profit and Loss Account for the year ended on that date , in which are included the returns of the foreign offices at USA and Dubai, which are audited by another firm of Chartered Accountants. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.
2. We have conducted our audit in accordance with the auditing standards generally accepted in India. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.
3. **Attention is invited to the following:**
 - 3.1 Note no.12 of schedule N wherein debtors amounting to Rs 593.38 Crores which are outstanding for considerable period of time as on the date of this report are considered good and recoverable.

Subject to the above

4. We have obtained all the information and explanations, which to the best of our knowledge and belief were necessary for the purposes of our audit;
5. In our opinion, proper books of account as required by law have been kept by the Company so far as appears from our examination of those books and proper returns adequate for the purpose of our audit have been received from overseas offices not visited by us and the report of the auditors have been considered by us in preparation of the report
6. In our opinion, the Balance Sheet and Profit and Loss account dealt with by this report comply with the accounting standards issued by the Institute of Chartered Accountants of India referred to in sub section (3C) of section 211 of the Act, to the extent applicable except for non compliance in respect of the prescribed method of valuation of employee benefits and required disclosures in accordance with the Accounting Standard on Employee benefits
7. On the basis of written representations received from directors as on December 31, 2010 and taken on record by the Board of Directors, we report that none of the directors is disqualified as on 31st December 2010 from being appointed as a director of the Company in terms of clause (g) of sub-section (1) of Section 274 of the Act.

8. In our opinion and to the best of our information and according to the explanations given to us, the said accounts read together with "Significant Accounting Policies contingent liabilities and Notes to Accounts" appearing in Schedule M and subject to Para 3 mentioned above, give the information required by the Act, in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India:
- i) In the case of the Balance Sheet, of the state of affairs of the Company as at 31st December 2010;
 - ii) in the case of the Profit and Loss Account, of the PROFIT of the Company for the period ended on that date;
9. As required by the Companies [Auditors' Report] Order 2003 and other amendments to the order, issued by the Central Government in terms of Section 227(4A) of the Companies Act, 1956 and on the basis of such checks as we considered appropriate and information and explanations given to us, we further report that:
- (i) (a) The Company has maintained proper records showing full particulars, including quantitative details and situation of fixed assets.
 - (b) We were informed that the physical verification of assets was carried out during the year, and no material discrepancies between book records and physical inventory have been noticed on such verification and in our opinion the frequency of verification is reasonable.
 - (c) During the year the Company even though had disposed some assets, the same does not affect the going concern of the company
 - (ii) In our opinion, the company does not have any inventories and as such the clauses relating to inventory, valuation etc., under the Order is not applicable.
 - (iv) According to the information and explanations given to us, the company has granted interest free unsecured loans to 2 parties covered in the register maintained u/s 301 of the Companies Act, 1956. The maximum balance outstanding during the year including those given during the year is Rs 72.53 Crores and the balance as at the end of the 9 months period was Rs 70.58 Crores.
 - vii As explained by the management, the terms and conditions of the above are not prejudicial to the interests of the company
 - viii The principal amount has not fallen due and the same is repayable on demand
 - ix In our opinion and according to the information and explanations given to us, the company has not taken any loan, from companies, firms or other parties listed in the register maintained u/s 301 of the companies Act, 1956 and hence clauses 4(iii)(e) to (g) of the Order is not applicable to the company
 - x In our opinion and according to the information and explanations given to us, and having regard to the explanations that purchases of certain items of contents and consumables for projects are for the company's specialized requirements for which suitable alternative sources are not available to obtain comparable quotations, there is an adequate internal control systems commensurate with the size of the company and nature of its business with regard to purchases of contents through approval by the technical committee and with regard to sale of

services. During the period, the management has taken steps to strengthen certain weakness in general controls in technical department to make this commensurate with the size and nature of the business. In our opinion, there is not continuing failure to correct the major weakness in the internal control systems except in case of sale of goods and services, wherein the company does not keep the details of the end users of the software licenses sold through the agents.

- xi The transactions made in pursuance of contracts or arrangements entered into the register maintained in pursuance of Section 301 of the Act and exceeding the value of Rupees five lakhs in respect of any party during the period, which have been made at prices which are reasonable having regard to the prevailing market prices at the relevant time
- (xii) According to the information and explanations given to us, contracts or arrangements that are required to be referred to in Section 301 of the Act, have been entered in the register maintained under that Section.
- (ix) In our opinion and according to the information and explanations given to us, the Company has not accepted any public deposits under the provisions of the Section 58A and 58AA of the Companies Act, 1956 and the Companies (Acceptance of Deposits) Rules, 1975.
- (x) In our opinion, the Company has an internal audit system commensurate with the size of the Company and nature of its business.
- (xi) (a) The Company is not regular in depositing with the appropriate authorities the undisputed statutory dues including Provident Fund, Investor Education and Protection Fund, State Insurance, Income tax, Sales tax, Wealth tax, Service tax, Custom Duty, Excise Duty, Cess and other material statutory dues applicable to it. There was no undisputed amounts payable in respect of the aforesaid statutory dues were outstanding as at the last day of the financial period for a period of more than six months from the date they became payable.
(b) According to the records of the Company, there are no dues in respect of Sales tax, Income tax, Customs duty, Wealth tax, Service tax, Excise duty, Cess which have not been deposited on account of any dispute
- (xii) The Company does not have any accumulated losses as at 31-03-2010 and has incurred cash losses both in the current financial year as well as in the immediately preceding financial year.
- (xiii) In our opinion and according to the information and explanations given to us, the Company has defaulted in repayment of dues to banks arising out from the invocation of bank guarantees on the date of the balance Sheet date stood at Rs 151.46 crores.
- (xiv) The Company has not granted loans and advances on the basis of security by way of pledge of shares, debentures and other securities
- (xv) In our opinion, the Company is not a chit fund or a nidhi/ mutual benefit fund/ society. Therefore, the provisions of clause 4(xiii) of the Companies (Auditor's Report) Order, 2003 are not applicable to the Company.
- (xvi) In our opinion and according to the information and explanations given to us, the

company is not dealing or trading in shares, securities, debentures and other securities. The Investments shown in the accounts are held in the name of the company except in the case of certain foreign subsidiaries in respect of which we are unable to comment whether the same is in the name of the company in the absence of share certificates as referred in note no 11 C

- (xvii) According to the information and explanations given to us, the Company has given corporate guarantee to bank on behalf of associate company for loans taken by them from banks, the terms and conditions of which are not prejudicial to the interest of the company
- (xviii) According to the information and explanations given to us, the company has not borrowed any term loans from any bank or financial institution except working capital demand loan, which has been used for the purpose for which the same has been taken during the year
- (xix) On the basis of the overall examination of the Balance Sheet of the Company, in our opinion, there are no funds raised on short term basis which have been used for long term investments.
- (xx) According to the information and explanations given to us, the Company has not made any preferential allotment of shares to parties and companies covered in the register maintained under Section 301 of the Act.
- (xxi) The Central Government has not prescribed maintenance of cost records under Section 209(1)(d) of the Act for the company
- (xxii) According to the information and explanations given to us, the Company has not issued any debentures and hence the question of creating the security does not arise.
- (xxiii) According to the information and explanations given to us, the Company has not raised any money through public issues.
- (xxiv) During the course of our examination of the books and records of the Company, carried out in accordance with generally accepted auditing practices and according to the information and explanations given to us, we have neither come across any fraud on or by the Company nor have we been informed of any such case by the management.

For LODHA & COMPANY

Chartered Accountants

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G. SUBRAMANIA SARMA

Partner, [M. No 21756]

Chennai,

June 10, 2011

PARTICULARS REGARDING GROUP COMPANIES

The details of other group companies including their capital structure and financial statements are provided below:

Particulars	Agnite Education Ltd (formerly Teledata Informatics Limited)			Teledata Technology Solutions Limited		
Date of Incorporation	10 th April 1990			27 th October 2006		
Nature of activity	Teledata Informatics Ltd is a global software solutions company providing enterprise-wide solutions for the Education, Energy and Telecom sectors.			Computer software and it enabled services.		
Listed with	NSE & BSE			Listed recently at NSE and BSE with effect from 15.07.2009		
Public / Rights Issue in the last three years	Nil			8,58,34,540 Equity shares were issued pursuant to the composite scheme of arrangement to the members of Teledata Informatics Ltd. 49,95,85,040 shares of Rs.2/- each fully paid up. Out of these, 35,37,50,500 shares of Rs.2/- were converted from 35,37,505 GDRs and entire proceeds from said GDRs received on 11/03/2010.		
Capital Structure						
Authorised Share capital	Rs. 150,00,00,000			Rs.100,00,00,000		
Issued Share capital	Rs.39,33,38,160			Rs. 99,91,70,080		
Subscribed and Paid up share capital	Rs. 39,33,38,160			Rs. 99,91,70,080		
Financial Information	(Rs. In Crores)			(Rs. In Crores)		
	2007-08	2008-09	2009-10	2007-08	2008-09	2009-10
Income	1036.44	734.87	410.06	0.29	1.18	1.88
Profit After Tax	250.51	69.11	2.23	-0.01	-0.01	-1.53
Paid-up Equity capital	39.33	39.33	39.33	29.17	29.17	99.92
Reserves (excluding revaluation reserve)	594.86	681.43	672.91	58.88	58.88	158.16
Earnings per share(IN Rs.)	13.72	3.51	0.11	0.00	0.00	-0.09

Book value per share(IN Rs.)	2.00	2.00	2.00	2.00	2.00	2.00

Particulars	Complete Agro Biotech Solutions (P) Ltd			Rose Securities (P) Ltd		
Date of Incorporation	03 rd January 2003			21 st September 1995		
Nature of activity	The Company specializes in horticulture, cultivation of medicinal plants, deals in product Azadirachtin besides engaged in nursery development, export of agro products.			Primarily into Investment business and deals in shares, debentures, stocks, bonds.		
Listed with	NIL			NIL		
Public / Rights Issue in the last three years	NIL			NIL		
Capital Structure						
Authorised Share capital	Rs. 7500000/-			Rs. 500000/-		
Issued Share capital	Rs. 7500000/-			Rs. 500000/-		
Subscribed and Paid up share capital	Rs. 7500000/-			Rs. 500000/-		
Financial Information	(Rs. In Crores)			(Rs. In Crores)		
	2007-08	2008-09	2009-10	2007-08	2008-09	2009-10
Income	4.41	25.93	1.05	0.02	0.00	0.00
Profit After Tax	0.16	1.14	-29.02	0.02	-0.00	-0.01
Paid-up Equity capital	0.75	0.75	0.75	0.05	0.05	0.05
Reserves (excluding revaluation reserve)	60.54	62.68	32.66	0.38	0.38	0.37
Earnings per share(In Rs.)	2.11	15.19	-387	3.75	-0.41	-2.28
Book value per share(In Rs.)	10.00	10.00	10.00	10.00	10.00	10.00

Particulars	Silver Harvest Investments and Trading Company (P) Ltd
Date of Incorporation	16/07/1996
Nature of activity	Primarily into Investment business and deals in shares, debentures, stocks, bonds.
Listed with	NIL
Public / Rights Issue in the last three years	NIL
Capital Structure	
Authorised Share capital (In Rs.)	Rs.100000/-
Issued Share capital (In Rs.)	Rs.100000/-

Subscribed and Paid up share capital (In Rs.)	Rs.100000/-		
Financial Information	(Rs. In Crores)		
	2007-08	2008-09	2009-10
Income	0.01	0.02	0.04
Profit After Tax	-0.02	-0.01	-0.01
Paid-up Equity capital	0.01	0.01	0.01
Reserves (excluding revaluation reserve)	0.00	0.00	0.00
Earnings per share(Rs.)	-19.13	-12.51	-7.28
Book value per share(Rs.)	10.00	10.00	10.00



DETAILS OF LISTING OF SHARES OF TELEDATA INFORMATICS LTD

Shares are quoted at:

1. Bombay Stock Exchange Limited
2. The National Stock Exchange of India Limited

Trading of the Company's shares was suspended in NSE from 09th September 2009. The Company has taken effective steps for revocation and is awaiting the revocation of the suspension.

Board of Directors of TELEDATA INFORMATICS LTD

1. Gp.Capt.K.Balasubramanian, IAF (Retd)
2. Shri. K.Padmanabhan
3. Shri N.Sakthivel
4. Shri R.Ravichandran
5. Shri M.Seetharaman

SHAREHOLDING PATTERN OF AGNITE EDUCATION LIMITED (PREVIOUSLY TELEDATA INFORMATICS LTD)
AS ON 31..03.2011

	Category	No. of shares	% of shareholding
A	Promoters' Holding		
1	Indian Promoters	31910380	16.22
2	Foreign Promoters Persons acting in concert		
	Sub Total	31910380	16.22
B	Non- promoters Holding		
3	Institutional Investors		
a	Mutual Funds & UTI Banks, Financial Institutions	0	0.00
b	Insurance companies (central/ state/Govt.Inst/Non Govt Inst)		
C	FII's & NRI	0	0
	Sub Total	0	0
4	Others		
a	Private Corporate Bodies	15207437	7.73
b	Public	130274888	66.24
c	Trust	2700	0.00
d	Clearing Member	99143	0.05
e	Others	19174532	9.74
	Sub Total	164758700	83.78
	Total	196669080	100.00

X. OUTSTANDING LITIGATION, DEFAULTS AND MATERIAL DEVELOPMENTS

I. PENDING CASES (TELEDATA INFORMATICS LTD) (TDIL)

Sl. No.	Details	Nature of cases	Status
1	Mrs. Geetha Kapoor -vs- TDIL	Objection to Composite Scheme Of Arrangement	Pending for final hearing.
2	R.R. Gopalji and G. Subramania Bhatta, -vs- TDIL	Objection to Composite Scheme Of Arrangement	Pending for final hearing
3	Mr. K. Padmanabhan -vs- The Registrar of Companies, Chennai	Non compliance of section 68A of the Companies Act, 1956	In Progress
4	HSBC Ltd Vs TDIL and others	Regarding outstanding amount along with interest filed with DRT, Chennai	Order passed and appeal has been filed
5	HSBC Vs TDIL	Petition u/s 433 of the Companies Act, 1956 in connection with outstanding amount	In progress
6	Canara bank Vs TDIL and others	Regarding outstanding amount along with interest filed with DRT, Chennai	In progress
7	Canara bank Vs TDIL	Petition u/s 433 of the Companies Act, 1956 in connection with outstanding amount	In progress
8	State Bank of India Vs TDIL and others	Regarding outstanding amount along with interest filed with DRT, Chennai	In progress
9	UCO Bank Ltd Vs TDIL and others	Regarding outstanding amount along with	In progress

10	Vijaya Bank vs TDIL and others	interest filed with DRT, Chennai Regarding outstanding amount along with interest filed with DRT, Chennai	In progress
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II. Pending Litigation (Teledata Marine Solutions Ltd)

Sl. No.	Details	Nature of cases	Status
1	R.R. Gopalji and G.S. Bhatta -vs- Sirius Shipping Company Ltd (since dissolved)	Under section 397 & 398 of the Companies Act, 1956	In progress
2	R.R. Gopalji and G.Subramania Bhatta -vs- Teledata Marine Solutions Ltd	Objection to Scheme Of Arrangement	Pending for final hearing.
3	R.R. Gopalji and G.Subramania Bhatta -vs- Sirius Shipping Company Ltd (since dissolved)	Petition under Companies Act, 1956	In progress
4	HSBC Bank Ltd Vs TMSL	Petition under section 433 of the Companies Act, 1956 in connection with outstanding amount	In progress
5	Canara bank Vs TMSL & SSCL	Petition under section 433 of the Companies Act, 1956 in connection with outstanding amount	In progress
6	State Bank of India Vs TMSL and others	Regarding outstanding amount along with interest filed with DRT, Chennai	In progress
7	Wartsila Singapore Pte Ltd Vs TMSL	Petition under section 433 of the Companies Act, 1956 in connection with outstanding amount	In progress

III. CASES PENDING ON THE FILE OF TELEDATA TECHNOLOGY SOLUTIONS LTD

Sl. No.	Details	Nature of cases	Status
1	R.R. Gopalji and G.Subramania Bhatta -vs- Teledata Technology Solutions Ltd	Objection to Scheme Of Arrangement	Pending for final hearing.
2	Canara Bank Vs TTSL	Petition under section 433 of the Companies Act, 1956 in connection with outstanding amount	In progress
3	HSBC bank Ltd vs TTSL	Petition under section 433 of the Companies Act, 1956 in connection with outstanding amount	In progress

IV. PROMOTERS / GROUP COMPANIES:

Sl. No	Details	Nature of cases	Status
1	Mr. G. Subramanyan Bhatta -vs- K. Padmanabhan and 5 other	Complainant alleges to have transferred shares without his knowledge.	In progress
2	Canara Bank Vs Complete Agro Biotech Solutions Pvt Ltd	Petition under section 433 of the Companies Act, 1956 in connection with outstanding amount	In progress
3	State Bank of India Vs Complete Agro Biotech solutions ltd and others	Regarding outstanding amount along with interest filed with DRT, Chennai	In progress
4	HSBC Vs K.Padmanabhan , Gp.capt.K.Balasubramanian IAF (retd) and others	Regarding outstanding amount under section 138 of NI act	In progress

XI. GOVERNMENT APPROVALS

The Company has all the necessary permissions and approvals from the Government and various Government agencies for the existing activities.

As per the scheme of arrangement the Technology and Marine Division of the Transferor Company with all its approvals, permissions, benefits, rights, registrations, consents, etc. has been transferred to the transferee Company which is being carried on by the transferee Company on a going concern basis. No further approvals from any Government authority, etc are required by the Company to undertake the existing activities, save and except those approvals, which may be required to be taken in the normal course of business from time to time.

XII. MANPOWER REQUIREMENTS

The total employee strength of the Company as on 31st March 2011 is around 150 employees

XIII. OTHER REGULATORY DISCLOSURES

Stock Market Data Equity Shares of Teledata Marine Solutions Ltd

Since the Equity Shares of the Company are yet to be listed, there is no stock market data in respect of Company's Equity Shares.

Particulars Regarding Previous Public or Rights Issues during the Last Five Years

The Company has not made any previous public or rights issue since its inception. There is no issue of shares otherwise than allotted to the subscribers to the Memorandum for cash and allotted pursuant to the Scheme of Arrangement. There are no outstanding debentures and redeemable preference shares. There has been no revaluation of assets of the Company since inception of the Company except that as per the Scheme of Arrangement of the Company.

Companies under the same Management

Agnite Education Ltd, Teledata Technology Solutions Ltd are the Companies under the same Management.

XIV Disclosure on negative net worth / winding up/sick/ BIFR / disassociation / strike off from ROC

There is no group company having a negative networth or under winding up or a sick company or under BIFR. Further, the Company has not disassociated from any company. Further, none of the Group Companies, have applied for striking off their name from the ROC.

XV. DIVIDEND POLICY

The Board of Directors of the Company has not recommended payment of any dividend at the first Annual General Meeting of the Company. No dividend has been paid to shareholders since incorporation of the Company.

XVI. MATERIAL CONTRACTS AND DOCUMENTS

- Memorandum and Articles of Association of the Company as amended from time to time.
- Certificate of Incorporation dated 27th July 2006
- Composite Scheme of Arrangement
- Orders dated 12.10.2007 of the Hon'ble High Court of Madras approving the Scheme of Arrangement.
- Application made to BSE and NSE for Listing of Securities
- Copies of Consent letters from Auditors, Registrars.

XVII. MAIN PROVISIONS OF ARTICLES OF ASSOCIATION

Memorandum and Articles of Association attached.

XVIII. DECLARATION

NO STATEMENT MADE IN THIS INFORMATION MEMORANDUM HAS CONTRAVENED ANY OF THE PROVISIONS OF THE COMPANIES ACT, 1956 AND THE RULES MADE THEREUNDER. ALL THE LEGAL REQUIREMENTS AS ALSO THE GUIDELINES, INSTRUCTIONS, ETC., ISSUED BY SEBI, GOVERNEMENT OR ANY OTHER COMPETENT AUTHORITY IN RESPECT OF LISTING OF SECURITIES HAVE BEEN DULY COMPLIED WITH.

For Teledata Marine Solutions Ltd

--sd--

K.Padmanabhan
Managing Director

Place: Chennai
Date: 10.06.2011



Memorandum & Articles of Association

Of

Teledata Marine Solutions Ltd

The Companies Act 1956

Company Limited by Shares

MEMORANDUM OF ASSOCIATION

**OF
TELEDATA MARINE SOLUTIONS LTD.**

12 The name of the Company is **TELEDATA MARINE SOLUTIONS LTD.**

13 The registered office of the company will be situated in the State of Tamilnadu.

14 (A) The main objects to be pursued by the company on its incorporation are :

1. To undertake and carry on business of operation of ships and vessels of all types and description and to carry on all ship related activities including owning of ships and supply vessels, chartering and hiring of ships and vessels, ship managing and management and to carry on the business of providing e learning and to provide computer training, customized training for students and others in relation to marine related activities.
2. To carry on the business as software developers, software service providers and to promote software packages programmes and to deal, trade and export of software products, services including support services in relation to marine related activities and to undertake and execute contracts both within India and outside India in relation thereto.
3. To provide, develop, operate, undertake trade and to do business, as Container freight stations, warehouses, Public Carriers/ Multi modal transport operators, cargo lifter, Hirers of transport vehicles, on Road, rail, water and air, integrated logistic services including distribution, for various clients in India and abroad.
4. To undertake and carry on all or any other trades and business of freight contractors by land, air and water and general contractors, forwarding agents, warehouse men, dealers and agents in India and abroad.

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

6. To acquire and undertake the whole or any part of the business, good will. and assets of any person, firm or company carrying on or proposing to carry on any business which this Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company or to acquire an interest in, amalgamate with or enter into any arrangements for sharing profits or for cooperation or for mutual assistance with any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired by any shares, debentures, debenture-stock or securities, that may be agreed upon and to hold, and to retain or sell, mortgage and deal with any shares, debentures-stock or securities so received.
7. To acquire, build, construct, alter, maintain, enlarge, pull down, remove or replace and to work, manage and control any buildings, offices, factories, mills, shops, machinery, engine, roadways, tramways, branches or sliding, bridges, reservoirs, water courses, wharves, electric works and other works and conveniences which may seem necessary to advance the interests of the company and to join with any other person or company in doing any of these things.

8. To expend money in experimenting on and testing and improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.
9. To enter into arrangements with any government or authorities, municipal, local or otherwise, that may appear to the Company conducive to the Company's main objects or any of them and to obtain from any such government or authorities, any rights, privileges and concessions which the Company may think desirable to obtain and to carry out, exercise and comply with any such arrangements, rights privileges and concessions.
10. To purchase, take on lease, in exchange, hire or otherwise acquire any movable or immovable property including land, buildings, basements, stock-in-trade, plant and machinery of every kind and any right or privileges which the Company may think necessary or convenient for the purposes of its business.
11. Subject to section 292 of the Companies Act, 1956 and regulations made thereunder and the directions issued by Reserve Bank of India to borrow, raise or secure the payment of money for any of the purposes of the Company and at such time or times as may be thought fit by promissory notes, by taking credits in or opening current accounts with any person, firm, bank, company or financial institutions and whether with or without any security or by such other means as the directors may in their absolute discretion deem expedient and in particular by the issue of debentures or debenture stock perpetual or otherwise and as security for any such money so borrowed, raised, received. and if any such debentures or debenture-stock so issued, to mortgage, pledge or charge the whole or any part of the property and the assets of the Company both present and future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may seem expedient and to purchase, redeem or payoff any such securities, provided that the company shall not carry on banking business as defined in Banking Regulations Act, 1949.
12. To establish for any of the purposes of the Company and branches or to establish any firm or firms or promote any company or companies or divisions there of at place in or outside India as the Company may think fit.
13. To promote or assist in the promotion of any Company or Companies the purpose of acquiring all or any of the properties, rights and liabilities of any company.
14. To invest in other than investment in company's own shares and deal with the money of the Company not immediately required in any manner as may from time to time be determined by the Board.
15. To lend and advance money or give credit to such persons or companies and on such terms as may be expedient and in particular to customers of and others having dealings with the Company and to guarantee the performance of any contract or obligation and the payment of money by any such persons or companies provided that the company shall not do any banking business, as defined in Banking Regulations Act, 1949.
16. To remunerate any person or company for services rendered or to be rendered in or about the formation or promotion of the Company or the conduct of its business.
17. To open account with any banks or financial institutions and to drawn, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, letters of credit, hundies, bills of lading, railway receipts, warrants, debentures and other negotiable or transferable instruments of all descriptions and to buy, sell and deal in the same.

18. Subject to section 293 of the Act, to sell, lease, mortgage or otherwise dispose of the property, assets or any undertaking of the Company or any part there of for such consideration as the Company may think fit.
19. To distribute, among the members in specie or in kinds any property of the Company in the event of winding up of the Company or any proceeds of sales or disposal of any property of the Company, subject to the provisions of the Companies Act, 1956.
20. To give publicity to the businessmen and production of the Company by means of advertisement in the press, pamphlets, handbills, circulars, cinema slides or by publication of books, pamphlets, catalogues instructions book, technical articles, periodicals and exhibition of works of art by granting rewards, prizes and donations or by participating in technical conference, symposia or the like or in any other suitable manner.
21. To establish or support or aid in establishment or support of associations, institutions, funds, trusts and conveniences calculated to benefit the employees or ex-employees of the Company or the dependants of such persons, and to grant pensions and allowances and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful objects.
22. To pay all costs, charges, expenses incurred in connection with incorporation of the Company, including preliminary expenses of any kind and incidental to the formation and incorporation of the company; costs, charges and expenses of negotiating contracts and arrangements made prior to and in anticipation of the formation and incorporation of the company.
23. To do all or any of the above things and all such other things as are incidental or may be thought conducive to the attainment of the above subjects or any of them in any part of the world and either as principals, agents, consultants, contractors, trustees or otherwise and by or through trustees, agents, consultants or otherwise and either alone or in conjunction with others.
24. To form, incorporate, promote any company or companies whether in India or elsewhere, having amongst its or their objects the acquisition of all or any of the assets or control, management or development of the Company or any other object or objects which in the opinion of the Company could or might assist the company in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered, in obtaining subscription for or placing or assisting to place or to obtain subscription for or for guaranteeing the subscription of or the placing or any shares in the capital of the company held or owned by the Company or in which the Company has any interest in or about the formation or promotion of the Company or the conduct of its business or in or about the promotion of any other Company in which the Company may have an interest.
25. To undertake and execute any trust, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise and vest any real or personal property, rights or interests acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company with or without any declared trust in favour of the Company:
26. Subject to the provisions of Section 293A of the Companies Act 1956, to subscribe or guarantee money for any national, charitable benevolent, public, general or useful object or for any exhibition.

27. To establish and maintain or procure the establishment and maintenance of any contributory or non contributory pension or superannuating funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment of service of the Company or who are or were at any time Directors or officers of the Company and the wives, widows, families and dependents of any such persons and also establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well being of the Company and make payments to or towards the insurance.
28. To undertake financial and commercial obligations, transactions and operations of all kinds in connection with the business of the Company.
29. To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, supreme, municipal, local or otherwise or of any persons whomsoever, whether incorporated or not incorporated and to guarantee or become sureties for the performance of any contracts or obligations as may be necessary for the purpose of the Company.
30. To apply for, purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patents, patent rights, brevets d'Inventions, trade marks, designs, licenses, protections, concessions and take like conferring any exclusive or non-exclusive or limited right to their use or of any secret or other information as to any invention, process or privilege which may seem necessary used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop or grant licenses or privileges in respect of or otherwise turn to account the property, rights and information so acquired.

(C) OTHER OBJECTS: -

1. To carry on the businesses of transport, cartage and haulage contractors, garage proprietors, owners and chatters of road vehicles, aircraft's, ships, tugs, barge and boats of every description, lighterman, carriers of goods and passengers by road, rail, water or air, Carmen, cartage, contractors, stevedors, wharfingers, cargo superintendents, packers, haulers, warehousemen, store-keepers and job masters.
2. To carry on the business as auctioneers, house agents, land and estate agents, appraisers, valuers, brokers commission agents, surveyors and general agents, and to purchase or otherwise acquire, and to sell let or otherwise dispose of and deal in, real and property of every description.
3. To carry on the business as general, commercial, colour craft and process printers, lithographers, photographers, engravers, die- makers, publishers of newspapers, books, magazines art and musical production, plan and chart printers, press and advertising agents, contractors, ink, dye, colour and chemical manufacturers, manufacturers of metal and other signs and manufacturers of and dealers of containers and components and machinery and manufacturers of and dealers in printing machinery, type and all printers supplies, book binders and stationers and dealers in all kind of supplies and equipment for mercantile and other uses.
4. To acquire and dispose of copyrights, rights of representation, licenses and any other rights or interest in any book, paper, pamphlet, drama, play, poem, song composition (musical or otherwise), picture, drawing, work of art or photograph, and to print, publish or cause to be printed or published any thing of which the company has a Copyright or right to print or publish and to sell, distribute and deal with any matter so printed or published in such

manner as the company may think fit and to grant license or rights in respect of any property of the company to any other person, firm or company.

5. To carry on the business of development of computer software for application in business of all kinds including for training students and scholars of computer courses and to develop, buy and sell software tools and information technology, data processing, data acquisition. Data transmission, including development of packaged software for specific segments and implementation, customized software development and also to do trading on software development by others in India and abroad.

15 The liability of the members is limited.

16 "The Authorised Share Capital of the Company is Rs. 100,00,00,000/- (Rupees One Hundred Crores Only) divided into 50,00,00,000 equity shares of Rs. 2/- (Rupees Two) each with the power to increase or decrease, consolidate or sub- divide the shares under the provisions of the Companies Act, 1956."

(Altered vide Annual General Meeting dated 29th September, 2009)

VI We, the several persons whose names are subscribed, are desirous of being formed into a Company in accordance with this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite to our respective names :-

Sl. No.	Signature, Name, Father /Husband name, address description, occupation and PAN No. of each of the subscribers	No. of Equity shares taken by each Subscriber	Signature, Name, Father /Husband name, Address & of Witness
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1.	<p style="text-align: center;">Sd/-</p> <p>For Teledata Informatics Ltd Represented by its Director Mr. K. Padmanabhan S/o. Late K.P.Krishnamurthi No.2AB,Gee Gee Emerald, 151,Village road, Nungambakkam, Chennai-600 034.</p> <p>Occupation: Business PAN No. AA ACT2976K</p>	<p style="text-align: center;">4,99,994 (Forty Nine Thousand Nine Hundred Ninety Forty only)</p>	<p>All Subscribers Signed Before me</p> <p style="text-align: center;">Sd/-</p> <p>Mr. M. DAMODARAN S/o. K. Munuswamy, No.4, R.K. Mutt Road, R.No.107, Luz Bazaar Complex, Mylapore, Chennai – 600 004.</p> <p>Practicing Company Secretary</p> <p style="text-align: center;">C.P. No. 5081.</p>
2.	<p style="text-align: center;">Sd/-</p> <p>Mr. K. PADMANABHAN, S/o. Late K.P.Krishnamurthi Nominee of Teledata Informatics Ltd,</p> <p>No.110, R.K. Mutt Road, R.A. Puram, Chennai – 600 028.</p> <p>Occupation: Business PAN No: AAGPP9840B</p> <p>B/F</p>	<p style="text-align: center;">1 (One share only)</p> <p style="text-align: center;">4.99,995</p>	<p style="text-align: center;">All Subscribers</p>

<p>3.</p>	<p>Sd/- Mr. K. MUTHU S/o. Kothandaraman Nominee of Teledata Informatics Ltd No.12, Thirumurthy Nagar, 5th Street, Nungambakkam, Chennai-600 034.</p> <p>Occupation: Business</p>	<p>1 (One share only) 1 (One share only)</p>	<p>Signed Before me Sd/- Mr. M. DAMODARAN S/o. K. Munuswamy, No.4, R.K. Mutt Road, R.No.107, Luz Bazaar Complex, Mylapore, Chennai – 600 004.</p>
<p>4.</p>	<p>Sd/- Mr. N. Sakthivel S/o. M.Nataraja pillai Nominee of Teledata Informatics Ltd No.22, Ranjit Road, Kotturpuram, Chennai – 600 085.</p>	<p>1 (One share only)</p>	<p>Practicing Company Secretary C.P. No. 5081</p>
<p>5.</p>	<p>Occupation: Service PAN No: AASPS4451K</p> <p>Sd/- Mr.N.C.Rangarajan S/o. N.C. Srinivasan Nominee of Teledata Informatics Ltd Flat No.6, Kalpasree Apartments, Old No.17, New No.32, Devanathan Street, Mandavelli, Chennai – 600 028.</p> <p>Occupation: Service PAN No: ABHPR6363B</p> <p>B/F</p>	<p>1 (One share only)</p> <p>4,99,998</p>	

6.	Sd/- Mr. Deepak Bhattad S/o. Mohanlal Bhattad Nominee of Teledata Informatics Ltd AA 70, 2 nd Street, 3 rd Main Road, Anna Nagar (West), Chennai – 600 040. Occupation: Service PAN No: AADPP9290J	1 (One share only)	All Subscribers Signed Before me Sd/- Mr. M. DAMODARAN S/o. K. Munuswamy, No.4, R.K. Mutt Road, R.No.107, Luz Bazaar Complex, Mylapore, Chennai – 600 004. Practicing Company Secretary C.P. No. 5081
7.	Sd/- Mr. N. Ramanathan, S/o. Nachiappan. Nominee of Teledata Informatics Ltd No.146/4, Classic Apartments, Thirumangalam, Chennai – 600 040. Occupation: Service PAN No: AGRPR0073R	1 (One share only)	
	TOTAL	5,00,000 (Five Lakhs Equity Shares Only)	

Place: Chennai
Date : 24.07.2006

THE COMPANIES ACT 1956
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
TELEDATA MARINE SOLUTIONS LTD.

The following articles shall be the regulations for the management of the Company:

PRELIMINARY

- ii. Application of Table 'A'. The Regulations contained in Table 'A' of the First Schedule to the Companies Act, 1956 so far as they are applicable to a Limited Company, shall apply to this Company save in so far as they are expressly or by implication excluded or modified, by the following articles:

INTERPRETATION

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

(ii) The marginal notes hereto are inserted for convenience and shall not affect the construction hereof and in these presents unless there be something in the subject or context in consistent therewith:

[1] 'The Act' or the 'Companies Act' means the Companies Act, 1956 and includes where the context so admits any re-enactment or statutory modification thereof for the time being in force.

[2] 'These Articles' or 'These presents' or 'These Regulations' means these Articles of Association as now framed or altered from time to time and shall include the Memorandum of Association where the context so requires.

[3] 'The Company' means **"TELEDATA MARINE SOLUTIONS LTD"**

[4] (a) 'The Board' or 'The Board of Directors' means the Board of Directors of the Company for the time being.

(b) 'Directors' means the Directors for the time being of the Company.

[5] 'The Office' means the Registered Office for the time being of the Company.

[6] 'The Registrar' means the Registrar of Companies having jurisdiction over the Company.

[7] 'The Register' means the Register of Members of the Company required to be kept by Section 150 of the Act.

[8] 'Share Capital' means the Capital for the time being raised or authorised to be raised for the purposes of the Company.

[9] 'Member' means a person

- a) Whose name is entered in the Register of Members as holding any share(s) either solely or jointly;
- b) Subscribers to the Memorandum of the Company; and
- c) Beneficial Owner(s)

[10] 'Dividend' includes interim dividend, bonus paid in cash but does not include issued in satisfaction of capital bonus upon undistributed profits or Security premium Account.

[11] 'General Meeting' means a meeting of Members.

[12] 'Annual General Meeting' means a General Meeting of the Members held in accordance with the provisions of Section 166 of the Act and any adjourned holdings thereof.

[13] 'Extraordinary General Meeting' means a General Meeting of the Members other than Annual General Meeting duly called and constituted and any adjourned holdings thereof.

[14] 'Ordinary Resolution' and 'Special Resolution' have the meanings assigned thereto respectively by Section 189 of the Act.

(15) 'Month' means a Calendar Month.

(16) 'Paid-up' includes credited as paid-up.

(17) 'Person' includes any Corporation or Company as well as individuals.

(18) 'Body Corporate' has the meaning assigned thereto by Section 2 (7) of the Act.

(19) 'Proxy' includes attorney duly constituted under a Power of Attorney.

- 'Seal' means the Common Seal for the time being of the Company.
- 'Presence' or 'Present' at a Meeting means presence or present personally or by proxy or by attorney.
- 'In Writing' and 'Written' include printing, lithography and other modes of representing or reproducing words in a visible form.
- (i) Words importing the singular number include the plural number and vice versa.
(ii) Words importing the masculine gender include the feminine gender.

(iii) Words importing persons include corporations.

- "Depositories Act, 1996" shall include Depositories Act, 1996 and any statutory modification or re-enactment thereof; and
- "Depository" shall mean a Depository as defined under Clause (e) of sub-section (1) of Section (2) of the Depositories Act, 1996.
- "Beneficial Owner" shall mean beneficial owner as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996.

BUSINESS

2. (b) The Company will carry on the business for which it was incorporated and any other business or businesses or lines of business or activity which the Company is authorised to carry on under its Memorandum of Association.

SHARE CAPITAL

3. Authorised Share Capital of the Company shall be as prescribed in Clause V of the Memorandum of Association of the Company.

4. The Company shall not invite/accept any deposits from the public.

5. Company shall have power to issue shares at Premium against the payment of cash or kind and at such time as they may from time to time think fit and proper and it shall comply with the provisions of the sections 78 to 80 of the Companies Act, 1956.

6. The Company shall be entitled to dematerialise its existing shares, rematerialise its shares held in the Depositories and/ or to offer its fresh shares or buyback its shares in a dematerialised form pursuant to the Depository Act, 1996 and the rules framed thereunder, if any.

7. Save as permitted by Sections 77 A and 77B of the Act, the Company shall purchase its own shares or other specified securities out of (i) its free reserves; or (ii) the securities premium account; or (iii) the proceeds of any shares or other specified securities or (iv) otherwise specified by the Law for the time being in force.

8. Subject to the provisions of Section 79A and subject to any special rights or privileges of the time attached to any shares in the capital of the Company at a discount or for consideration other than cash for providing know-how or then issued, the company may issue equity shares to employees or directors making available rights in the nature of intellectual property rights or value additions, by whatever name called or for the performance of past or future services.

8A. FURTHER ISSUE OF SHARES:

1 Where at the time after the expiry of two years from the formation of the company or at any time after the expiry of one year from the allotment of shares in the company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the company by allotment of further shares either out of the un-issued capital or out of the increased share capital then:

a) Such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the company, in proportion, as near as circumstances admit, to the capital paid up on those shares at the date.

b) Such offer shall be made by a notice specifying the number of shares offered and limiting a time not less than thirty days from the date of the offer and the offer if not accepted, will be deemed to have been declined

c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person and the notice referred to in sub clause (b) hereof shall contain a statement of this right. PROVIDED THAT, the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him.

d) After expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose off them in such manner and to such person(s) as they may think, in their sole discretion, fit.

2. Notwithstanding anything contained in sub-clause (1) thereof, the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub-clause (1) hereof) in any manner whatsoever.

a. If a special resolution to that effect is passed by the company in General Meeting, or

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

3. Nothing in sub-clause (c) of (1) hereof shall be deemed:

a) To extend the time within which the offer should be accepted; or

b) To authorise any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation

4. Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the debenture issued or Loans raised by the company.

a) To convert such debentures or loans into shares in the company; or

b) To subscribe for shares in the company (whether such option is conferred in these Articles or otherwise).

PROVIDED THAT the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term :

- a) Either has been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with Rules, if any, made by that Government in this behalf; and
- b) In the case of debentures or loans or other than debentures issued to or loans obtained from Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the company in General Meeting before the issue of the debentures or raising of the loans.

(Inserted Article 8A, as approved vide Annual General Meeting dated 30th December, 2008)

8B. ISSUE OF SECURITIES:

The Company may issue Debentures, Debenture Stock or loan, loan stock, Global Depository Receipts (GDRs), American Depository Receipts (ADRs), Share Warrants or any other security convertible in to or exchangeable for the Shares of the Company or conferring the right to allotment or the option of right to call for allotment of shares of the Company, securities linked to Equity Shares, securities with Warrants, including Foreign Currency Convertible Bonds (FCCBs) and Foreign Currency Exchangeable Bonds (FCEBs) subject to, and in accordance with, applicable laws, including provisions of the Companies Act, 1956, the Securities and Exchange Board of India (SEBI) Guidelines, Regulations and instructions and subject to other applicable legal and regulatory provisions to any eligible person, including Qualified Institutional Buyers, Foreign / resident investors, Indian and or Multinational Financial Institutions, Mutual Funds, Banks, Non-Resident Indians, stabilizing agents and any other categories of investors, whether they be holders of shares of the Company or not.

(Inserted Article 8B, as approved vide Annual General Meeting dated 29th September, 2009)

SHARES AT THE DISPOSAL OF THE DIRECTORS

- 10 Subject to the provisions of Section 81 of the Act and these Articles, the shares in the capital of the company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provision of Section 79 of the Act) at a discount and at such time as they may from time to time think fit and with the sanction of the company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the company on payment in full or part of any property sold and transferred or for any services rendered to the company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares.

Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the company in the General Meeting.

(Inserted Article 9, as approved vide Annual General Meeting dated 30th December, 2008)

RETURN OF ALLOTMENT

- 11 As regards all allotments made from time to time the Company shall duly comply with Section 75 of the Act.

COMMISSION AND BROKERAGE

- 12 The Company may exercise the powers of paying commission conferred by Section 76 of the Act, provided that the rate percent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the said Section and the Commission shall not exceed 5 percent of the price at which any shares, in respect whereof the same is paid, are issued or 2 1/2 percent of the price at which any debentures are issued (as the case may be). 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 may be lawful.

SHARES AT A DISCOUNT

- 13 With the previous authority of the Company in General Meeting and upon otherwise complying with Section 79 of the Act, the Board may issue at a discount shares of a class already issued.

ISSUE OTHER THAN FOR CASH

- 14 The Directors may allot and issue shares in the capital of the Company as payment or part payment for any property sold or transferred, goods, or machinery and appliances supplied, or for services rendered to the Company in or about the formation or promotion of the Company or the acquisition and or conduct of its business, and any shares which may be so allotted, may be issued as fully paid-up shares and if so issued shall be deemed to be fully paid-up shares.

INSTALLMENTS ON SHARES TO BE DULY PAID

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

LIABILITY OF JOINT HOLDERS OF SHARES

- 16 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.

TRUST NOT RECOGNISED

- 17 Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a Court of competent jurisdiction, or as required by Statute, be bound to recognise any equitable, contingent, future or partial interest in any share or other claim to or interest in any such share on the part of any other person.
- 18 Shares may be registered in the name of any person, company or other body corporate. Not more than three persons shall be registered as joint holders of any share.

SHARE CERTIFICATE

18. LIMITATION OF TIME FOR ISSUE OF CERTIFICATES :

Every member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such shares and the company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be.

Every certificate of shares shall be under the seal of the company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe or approve, provided that in respect of a share or shares held jointly by several persons, the company shall not be borne to issue more than one certificate and delivery of a certificate of shares to one of several joint holders shall be sufficient delivery to all such holder.

19. ISSUE OF NEW CERTIFICATE IN PLACE OF ONE DEFACED, LOST OR DESTROYED

If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, being given, an a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every Certificates under the Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.2/- for each certificate) as the Directors shall prescribe.

Provided that notwithstanding what is stated above the Directors shall comply with such Rules or Regulation or requirements of any Stock Exchange or the Rules made under the Act or the rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable in this behalf.

The provisions of this Article shall mutatis mutandis apply to debentures of the Company.

(Substituted Article 18 & 19, as approved vide Annual General Meeting dated 30th December, 2008)

20. No fee shall be charged for issue of new share certificate in replacement of those that are old, decrepit or worn out or where the cages on the reverse for recording transfers have been fully utilised.

CALLS

21. The Board may, from time to time, subject to the terms on which any shares may 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 moneys unpaid on the shares held by them respectively (whether on account of the nominal value of the shares or by way or premium) 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 person and at the times and places appointed by the Board. A call may be made payable by installments. The Board of Directors when making a call by resolution may determine the date on which such call shall be deemed to have been made not being earlier than the date of resolution making such call and thereupon the call shall be deemed to have been made on the date so determined and if no such date as aforesaid is fixed, the call shall be deemed to have been made on the date on which the resolution of the Board making the call is passed.

22. Restriction on power to make calls and notice: No Call shall be made payable within one month after date when the last preceding call was made payable. Not less than one month's notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.
23. (i) If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment at Eighteen percent per annum or at such rate, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
24. If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by installments at fixed times, whether on account of the amount of the share or by way of premium every such amount or installment shall be payable as if it were a call duly made by the Board and of which due notice had been given and all the provisions herein contained in respect of calls shall relate to such amount or installment accordingly.
25. Subject to the provisions of any law in force to the contrary on the trial or hearing of any action or suit brought by the Company against any share holder or his representatives to recover any debt or money claimed to be due to the Company in respect of his share, it shall be sufficient to prove that the name of the defendant is, or was, when the claim arose, on the Register as a holder or one of the joint holders of the number of shares in respect of which such claim is made, and that the amount claimed is not entered as to prove the appointment of the Board, who made any call, nor that a quorum was present at the Board meeting at which any call was made nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof of the matter aforesaid shall be conclusive evidence of the debt.
26. Subject to the provisions of Section 92 of the Act, the Board may, if it thinks fit, receive from any member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for, and upon the money so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such sum in advance and the Board agree of calls shall not rank for dividends or confer a right to participate thereof until the same would, but for such payment, become presently payable.
27. A call may be revoked or postponed at the discretion of the Board.

FORFEITURE AND LIEN

28. If any member fails to pay any call or installment of a call on or before the day appointed for the payment of the same, the Board may, at any time may thereafter during such time as the call or installment remains

unpaid, serve a notice on such member requiring to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

29. The notice shall name a day (not being less than one month from the date of the notice) and a place or places on and at as which such call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time at the place appointed, the shares in respect of which such call was made or installment is payable will be liable to be forfeited.
30. If the requirements of any such notice as the aforesaid are not complied with, any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, interest and expenses, due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
31. 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, 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.
32. The forfeiture of a share shall involve the extinction, at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of that share, and all other rights incidental to the share except such as are by these articles expressed.
33. Any share so forfeited shall be deemed to be the property of the Company, and the Board may sell real lot or otherwise dispose of the same in such manner as it thinks fit.
34. The Board may, at any time before any share so forfeited shall have been sold, reallocated or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit.
35. (i) A person whose share has been forfeited shall cease to be a member in respect of the forfeited share but shall, notwithstanding such forfeiture, remain liable to pay and shall forthwith pay to the Company all calls or installments, interest 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 Eighteen percent per annum and or at such rate as the Board may determine fit and the Board may enforce the payment thereof.

(ii) The liability to make payment provided for under this clause shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.
36. (i) A duly verified declaration in writing that the declarant is a Director, Manager or Secretary of the Company, and that certain shares in the Company have been duly forfeited on the date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration and the receipt of the Company for the consideration, if any given for the shares on the same or disposal thereof shall constitute a good title to such share.

(ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.

- (iii) The transferees shall thereupon be registered as the holder of the share.
- (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
37. Neither the receipt by the Company of a portion of any money which shall from time to time be due from any member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as herein before provided.
38. The provision of the Articles as to forfeiture shall apply in the case of nonpayment of any sum which by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of a share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
39. 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 thereof shall have actually arrived or not and no equitable interest in any share shall be created except upon the footing and condition that Article 13 thereof is to have full effect. Such lien shall extend to all dividends and bonus from time to time declared in respect of such share. Unless otherwise agreed, the registration of a transfer of a share shall operate as a waiver of the Company's lien, if any, on such share. The Directors may at any time declare any share wholly or in part to be exempt from the provisions of this clause.
40. For the purpose of enforcing such lien, the Board may sell the share subject thereto in such manner as it thinks fit, but no sale shall be made until such time for payment as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators or his committee, curator or other legal representative as the case may be and default shall have been made by him or them in the payment of the moneys called or payable at a fixed time in respect of such share for one month after the date of such notice.
41. The net proceeds of the sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the share before the sale) be paid to the person entitled to the share at the date of this sale.
42. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Board may appoint some person to execute an instrument of transfer of the share sold and cause the purchaser's name to be entered in the Register in respect of the share sold, and the purchaser shall not be bound to see to 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 not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the company exclusively.
43. 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 to the Company by the former holder of such share, the Certificate shall stand canceled and become null and void. 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 OF SHARES

44. The instrument of transfer shall be in such form as may be prescribed under the Act.
45. The instrument of transfer of any share in the Company shall be executed both by or on behalf of the transferor and the transferee and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered to the Register of Members in respect thereof. In the case of shares held jointly and in the case where shares have been transferred to more than one person jointly the transfer deed shall be signed by all of the said joint holders or by all the transferees as the case may be.
46. The provisions of Section 111 of the Companies Act, 1956, regarding powers to refuse Registration of Transfer and appeal against such refusal should be adhered to. Provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except when the company has a lien on the shares. Transfer of shares/debentures in whatever lot shall not be refused.

(Substituted Article 46, as approved vide Annual General Meeting dated 30th December, 2008)

47. (a) 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 and by or on behalf of the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company together with the Certificate relating to the share or, if no such certificate is in existence, the Letter of Allotment of the share, each signature to such transfer shall be duly attested by the signature of one credible witness who shall add his address.

(b) Application for registration of the transfer of a share may be made either by the transferor or the transferee, provided that, where such application is made by the transferor, no registration shall, in the case of a partly paid share, be effected unless the Company gives notice of the application to the transferee in the manner prescribed by Section 110 of the Act, and subject to the provisions of these Articles the company shall, unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register the name of the transferee in the same manner and subject to the same condition as if the application for registration of the transfer was made by the transferee.

(c) The instrument of transfer shall be in writing and all provisions of Section 108 of the Companies Act, 1956 and statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.

(Substituted Article 47(C), vide Annual General Meeting dated 30th December, 2008)

48. The Directors may, subject to Section 111 of the Act or any other statute governing such discretionary powers in their absolute discretion decline to register or acknowledge any transfer of shares whether or not such transferee is already a Member of the Company without giving any reasons therefore. The registration of transfer shall be conclusive evidence of the approval by the Directors of the transferee. Provided that transfer shall not be refused on the grounds of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever.

49. Every instrument of transfer shall be left at the office for registration, accompanied by the certificate of the share to be transferred or, if no such certificate is in existence, by the Letter of Allotment of the share and such other evidence as the Board may require to prove the title of the transferor of his right to 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. The Company shall effect transfer, transmission, sub-division or consolidation within two months from the date of lodgment thereof.
50. If the Board refuses whether in pursuance of Article 44 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.
51. (a) On giving not less than seven days previous notice by advertisement in some newspaper circulating in the district in which the office is situate, the Transfer Books and Register of Members may be closed during such time as the Directors think fit, not exceeding in the whole forty five days in each year, but not exceeding thirty days at a time.

[b] The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer and may have entered such notice, or referred there to, in any book of the Company, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company but the Company shall nevertheless, be at liberty to regard and attend to any such notice, and give effect thereto if the Board shall so think fit. No fee shall be charged for transfer of shares/debentures or for effecting transmission or for registering any letters of probate, letters of administration and similar other documents.

TRANSMISSION OF SHARES

52. [a] Every holder of shares in, or holder of debentures 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 of his death.

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

[c] Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares in or debentures of, the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in, or debentures of, the Company, the nominee shall, on the death of the shareholder or holder of debentures of, the Company or, as the case may be on the death of the joint holder becomes entitled to all the rights in the shares or

debentures of the Company or, as the case may be, all the joint holders, in relation to such shares in, or debentures of, the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner .

[d] Where the nominee is a minor, it shall be lawful for the holder of the shares or holder of the debentures, to make the nomination to appoint, in the prescribed manner, any person to become entitled to shares in, or debentures of, the Company, in the event of his death, during the minority.

[e] Any person who becomes a nominee may upon production of such evidence as may be required by the board and subject as hereinafter provided, elect, either –

To be registered as a holder of share(s) or debenture(s) as the case may be; or

To make such transfer of the share(s) or debenture(s) as the deceased shareholder or debenture holder, as the case may be, could have made."

53. (a) On the death of a member, the survivor or survivors, where the member was a joint holder and the legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.

(b) Nothing in clause (a) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other person.

54. (a) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board, and subject as hereinafter provided, elect, either –

1. To be registered himself as holder of the share or

2. To make such transfer of the share as the deceased member could have made.

(b) The Board shall in either case have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before the death or insolvency.

(c) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company, a notice in writing signed by him, stating that he so elects.

(d) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the shares.

(e) All the limitations, restrictions and provisions of these regulations relating to the right of transfer and the registration of transfers of shares shall be applicable to any such notice of transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice of transfer were a transfer signed by that member.

(f) A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends, and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not before registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

55. Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys, payable in respect of the share, until the requirements of the notice have been complied with.

INCREASE AND REDUCTION OF CAPITAL

56. The Company in General Meeting may, from time to time by Special Resolution increase the capital by the creation of new shares of such amount as may be deemed expedient.

57. Subject to any special rights or privileges for the time being attached to any shares in the capital of the Company then issued, the new shares may be issued upon such terms and conditions and with such rights and privileges attached thereto as may be determined by a Special Resolution passed by the Company and, if no direction be given, as the Board shall determine and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company.

58. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new share 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.

59. 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 of such new shares, any difficulty shall arise in the appointment of such new shares, or any of them amongst the members, such difficulty shall in the absence of any direction in the resolution creating the shares or by the Company in General Meeting, be determined by the Board.

60. 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 and subject to any incident authorised and consent required by law.

61. Subject to the provisions of Section 100 to 104 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.

ALTERATION OF CAPITAL

62. 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 smaller amount than is fixed by the Memorandum so, however, that in the sub-division the proportion between the amount paid and the

amount, if any, unpaid on each reduced share shall be the same as it was in the case of the shares from which the reduced share is derived; and

(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 its share capital by the amount of the shares so canceled.

MODIFICATION OF RIGHTS

63. 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 three-fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a separate Class Meeting of the holders of the issued shares of that class. To every such separate class Meeting, the provisions applicable to General Meetings shall apply, provided that quorum for such Class Meeting shall be three members present in person.

CONVERSION OF SHARES INTO STOCK

64. The Company, by Ordinary Resolution, subject to the provision of Section 94 to 96 of the Act, convert any fully paid-up shares into stock; and reconvert any stock into paid-up shares of any denomination.

65. The holders of stock may transfer the same or any 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 circumstances admit; and the Directors 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 the stock arose.

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

67. Such of the Articles of the Company as are applicable to paid-up shares shall apply to Stock and the words 'Share' and 'Shareholder' therein shall include 'Stock' and 'Stock holder' respectively.

67A. TERMS OF ISSUE OF DEBENTURE:

Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise Debentures with the right to

conversion into or allotment of shares shall be issued only with the consent of the Company in the General Meeting by a Special Resolution.

(Inserted Article 67A, as approved vide Annual General Meeting dated 30th December, 2008)

BORROWING POWERS

68. The Board of Directors may subject to the provisions of the Act borrow moneys for the purpose of the Company on such terms and on such conditions and on such security or otherwise as they may deem fit, provided that the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's Bankers in the ordinary course of business for working capital requirements) shall not without the sanction of the Company in General Meeting exceed 60% over and above the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose, or such limit as may be specified by Companies Act, 1956.
69. (a) The Board of Directors may, at any time, with such sanction of the Company in General Meeting as may be required under the provisions of the Act mortgage, charge, pledge or hypothecate its undertakings, properties and assets of the Company, including the goodwill and uncalled capital or any part thereof as security for any loan borrowed or to be borrowed or the goodwill and uncalled capital or any part thereof as security for any loan borrowed or to be borrowed or for the due performance of any obligations undertaken by the Company and on such terms and conditions and in such manner as they may deem fit.
- (b) The Board of Directors, may, from time to time, in exercise of the aforesaid borrowing powers issue debentures either non-convertible or convertible or debenture stocks on such terms and conditions as the Company may deem fit charging the undertakings, properties, assets including goodwill and uncalled capital of the Company or any part thereof as security for repayment of such debentures debenture-stocks or other securities.
70. Any debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, appointment of Directors and otherwise. 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.

71. Subject to the provisions of Section 108 of the Act no transfer of registered debentures shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferee has been delivered to the Company together with the Certificate or Certificates of the debentures.
72. (a) The Board may at any time in their absolute discretion and without assigning any reason decline to register any transfer of debentures.
- (b) If the Board refuses to register the transfer of any debentures, the Company shall, within two months from the date on which the instruments of transfer was lodged with the Company, send to the transferee and the transferor notice of the refusal.

Provided that the registration of a transfer shall not be refused on the grounds that the transferor is either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except on a lien on shares.

GENERAL MEETINGS

73. (1) The Company shall in each year hold in addition to any other Meetings a General Meeting as its Annual General Meeting and shall specify the Meeting as such in its notice calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next provided that the time at which any Annual General Meeting shall be held may be extended by the Registrar as provided in Section 166(1) of the Act by a further period not exceeding three months.

(2) Every Annual General Meeting shall be called for at a time during business hours on a day that is not a public holiday and shall be held either at the Registered Office of the Company or at some other place within the City, town or village in which the Registered Office of the Company is situate.

(3) All other General Meetings shall be referred to as extraordinary general meetings.

74. The Directors may whenever they think convene an extraordinary general meeting at such time and at such places as they may deem fit. Subject to the directions if any given by the Board, the Managing Director or Secretary may convene extraordinary General Meetings whenever he thinks fit at such time and place as he may deem fit.

75. The Directors shall, on the requisition of the holders of not less than 1/10th of such of the paid up capital of the Company as at the date of the requisition, carries the right to vote in regard to the matter set out in the requisition for consideration of an Extraordinary General Meeting of the Company forthwith proceed to convene extraordinary general meeting of the Company and in case of such requisition the following provisions shall have effect:

(1) The requisition must state the objects of the meeting and must be signed by the requisitionists and be deposited at the registered office of the Company, and may consist of several documents in like form each signed by one or more requisitionists.

(2) If the Directors of the Company do not proceed within twenty one days from the date of the requisition being so deposited to cause a meeting to be called on a day not later than forty five days from the date of the deposit of the requisition.

(a) The requisitionists, or

(b) Such of them as represent either a majority in value of the paid-up capital held by all of them or not less than one tenth of such of the paid-up capital of the Company as at that date carries the right to voting in regard to that matter; may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of the deposit of such requisition.

(3) Any meeting convened under this Article by the Requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the Directors but shall be held at the Company's Registered Office or some other place within the city, town or village in which the registered office of the company is situate.

[4] A requisition by Joint holders of shares may be signed by any one or more of such holders.

76. Subject as hereinafter, mentioned in this Article, General Meetings shall be convened on not less than twenty-one days' notice to the members and every other person entitled to receive such notice specifying the place, day and hour of meeting and with a statement of the business to be transacted at the meeting and in every such notice there shall appear with reasonable prominence a statement that a member entitled to attend and vote be a member and such notice shall be given in manner as hereinafter that in the case of Annual General Meeting, with the consent in writing of all the members entitled to vote there at and in case of any other Meetings with the consent of members of the Company holding not less than 95% of such part of the paid-up capital of the Company as gives a right to vote at the Meeting, a Meeting may be convened by a shorter notice. In the case of a Meeting convened to pass a Special resolution such notice shall specify the intention to propose the resolution as a Special Resolution. No business may be transacted at any General Meeting which is beyond the scope of the notice convening the Meeting or of the statement of business accompanying such notice.
77. The accidental omission to give notice of any Meeting to or the non-receipt of any such notice by any of the members shall not invalidate the proceedings of or any resolution passed at the meeting.

PROCEEDINGS AT GENERAL MEETING

78. (a) All business shall be deemed special that is transacted at any Extraordinary General Meeting and also that is transacted at an Annual General Meeting with the exception of business relating to:
- (i) The consideration of the accounts, Balance sheet, Report of the Directors and Auditors;
 - (ii) The declaration of Dividend;
 - (iii) The appointment of Directors in the place of those retiring;
 - (iv) The appointment and fixing of the remuneration of the Auditors.
- (b) Where any items of business to be transacted at the meeting are deemed to be special as aforesaid, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such items of business, including in particular the nature of the concern or interest, if any. Where any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid. Provided where any item of special business as aforesaid to be transacted at the Meeting of the Company relates to or affects any other Company, the extent of share holding interest in that other Company of every Director and the Managing Director of the Company, shall also be set out in the statement if the extent of such shareholding interest in not less than 20% of the paid-up share capital of that other Company.

79. Five members present in person and entitled to vote shall be quorum for a General Meeting. A body corporate being a member entitled to vote shall be deemed to be personally present if it is represented in accordance with Section 187 of the Act.
80. No business shall be transacted at any General Meeting unless the quorum requisite shall be present at the commencement of the business.
81. (a) If within half an hour from the time appointed for holding a General Meeting, a quorum is not present, the Meeting, if called upon the requisition of Members, shall stand dissolved.
- (b) In any other case, the Meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Board may determine.
- (c) If at the adjourned Meeting also a quorum is not present within half an hour from the time appointed for holding the Meeting, the Members present shall be the quorum.
82. 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 by a Special Resolution as defined in Section 189(2) of the Act.
83. (1) The Chairman of the Board of Directors shall preside as Chairman at every General Meeting of the Company.
- (2) If there be no such Chairman, or if at any Meeting he shall not be present within 15 minutes after the time appointed for holding such Meeting, or is unwilling to act as Chairman of the Meeting, the Members present shall choose another 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 number, being a member entitled to vote, to be Chairman of the Meeting.
84. No business shall be discussed at any General Meeting except the election of a Chairman, whilst the chair is vacant.
85. (1) The Chairman may with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, 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 thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting but save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
86. Every resolution 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, whether on a show of hands or on a poll, the chairman of the Meeting shall have a casting vote provided he is a member entitled to vote at the meeting and on the resolution.

87. 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 provisions of Section 179 of the Act, a declaration by the Chairman that the resolution has or has not been carried, or has or has not 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 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.
88. At any General Meeting, before or on the declaration of the result of the voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairman of the Meeting of his own motion, and shall be ordered to be taken by him on a demand in their behalf by the Chairman or by any member or members present in person or by proxy and holding shares in the Company which confer a power to vote on the resolution not being less than one tenth of the total voting power in respect of the resolution or on which an aggregate sum of not less than fifty thousand rupees has been paid up. The demand for a poll may be withdrawn at any time by the person or persons who made the demand.
89. (a) If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with these presents, the Chairman elected on a show of hands exercising all the powers of the Chairman under these presents.
- (b) If some other person is elected Chairman as a result of the poll, he shall be chairman for the rest of the Meeting.
- (c) If poll is demanded on a question of adjournment, it shall be taken forthwith.
90. (a) Where a poll is to be taken the Chairman of the Meeting shall appoint two scrutineers, one at least of whom shall be a member (not being an officer or employee of the company) present at the meeting provided such member is available and willing to be appointed, to scrutinise the votes given on the poll and to report to him thereon.
- (b) The Chairman shall have power at any time, before the result of the poll is declared, to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal of any other cause.
91. (a) Subject to the provisions of these presents the Chairman of the Meeting shall have power to regulate the manner in which a poll shall be taken.
- (b) The result of the poll shall be deemed to be the decision of the Meeting on the resolution on which the poll was taken.
92. 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.
93. The Directors shall cause minutes of all General Meetings to be kept in the manner prescribed by Section 193 of the Act in a book provided for the purpose.

VOTES OF MEMBERS

94. Every member of the Company holding any equity Shares shall have a right to vote in respect of such shares on every resolution placed before the Meeting. On a show of hands, every such member present in person shall

have one vote and every person present either as a proxy, if he is not entitled to vote in his own right, or as a duly authorised representative of a body corporate, shall have one vote.

95. On a poll, every such member whether in person or by proxy shall have one vote for each share of which he is the holder.
96. Where a Company or a body corporate (hereinafter called "Member Company") is a member of the Company, a person duly appointed by resolution in accordance with the provisions of Section 187 of the Act to represent such member company at a meeting of the company shall not, by reason of such appointment be deemed to be a proxy, and the lodging with the Company at the office or production at the meeting of a copy of such resolution duly signed by an officer duly authorised of such member company as sufficient evidence of the validity of his appointment. Such a person shall be entitled to exercise the same rights and powers, including the right to vote by proxy on behalf of the member company which he represents, as that member company could exercise if it were an individual member. Provided that no member company shall vote by proxy so long as a resolution of its Board of Directors under the provisions of Section 187 of the Act in force and the representative named in such resolution is present at the general meeting at which the vote by proxy is tendered.
97. (1) Any objection as to the admission or rejection of a vote, either on a show of hands or on a poll made in due time, shall be referred to the Chairman 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.
98. On a poll taken at a meeting of the Company, a member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.
99. 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 registered holder of such shares provided that 48 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 vote at any such meeting in respect thereof. If any member be a lunatic, idiot or non composmentis, he may vote whether on a show of hands or at a poll by his committee, curator or other legal curator and such last mentioned persons may give their vote by proxy.
100. Whether there are joint registered holders of any share, any one of such persons may vote at any meeting either personally or by proxy in respect of such share as if he were solely entitled thereto; and if more than one of such joint holders be present at any meeting either personally or by proxy, that one of the said persons so present 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 joint holders thereof.

101. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
102. 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, and has exercised, any of lien.
103. On a poll votes may be given either personally or by proxy or in the case of a body corporate by a representative duly authorised as aforesaid.
104. (1) Any member of the company entitled to attend and vote at the meeting shall be entitled to appoint another person whether a member or not as his proxy to attend and vote instead of himself. Every notice convening a Meeting of the Company shall state this.
- (2) The instrument appointing a proxy shall be in writing under the hand of the appointee or of his Attorney duly authorised in writing or if such appointee is a body corporate be under its common seal or the hand of its officer or Attorney duly authorised.
- PROVIDED further that the proxy so appointed shall have no right to speak at the Meeting; however, the instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding poll.
105. An instrument of proxy may appoint a proxy either for the purpose of a particular meeting specified in the instrument and any adjournment thereof (called special proxy) or it may appoint a proxy for the purpose of every meeting of the company, or of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting (called General proxy).
106. (1) The instrument appointing a proxy and the Power of Attorney or other authority (if any) under which it is signed, or a notarised copy of that power or authority shall be deposited at the Office not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll, not less than 24 hour before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
- (2) A proxy appointed for any meeting shall also ensure and be valid for every adjournment or postponement thereof or to the taking of poll in relation to such meeting. A member shall be entitled if he so desires to issue a proxy for adjourned meeting or postponed meeting or with regard to taking up polls in accordance with the Clause mentioned above.
- (3) Every member entitled to vote at a Meeting of the Company or on any resolution to be moved thereat shall be entitled during the period beginning twenty four hours before the time fixed for the commencement of the Meeting and ending with conclusion of the Meeting, to inspect the proxies lodged at any time during the business hours of the Company, provided not less than three days notice in writing of the intention so to inspect is given to the Company.
107. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal, or the revocation of the instrument, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death, insanity ,

revocation or transfer of the share shall have been received by the Company at the office before the commencement of the Meeting or adjourned meeting at which the proxy is use provided nevertheless that 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.

108. Every instrument appointing a proxy whether for a specified a Meeting or otherwise, shall be retained by the Company and shall be in either of the forms specified in Schedule IX to the Act or a form as near thereto as circumstances will admit.

108(A). Any resolution which may be required to be passed by the members at a general meeting can also be passed through postal ballot.

(Altered at the Annual general meeting held on 30th September, 2010)

DIRECTORS

109. (A) Subject to Sections 252 and 259 of the Act, the number of Directors shall be not less than three and not more than twelve.

(B) The First Directors of the Company are:

1. Mr. K. Padmanabhan
2. Mr. N. Sakthivel
3. Gp.Capt.K.Balasubramanian IAF (Retd)

110. Subject to the provisions of Sections 258 and 259 of the Act, the Company in General Meeting may, by Ordinary Resolution, increase or reduce the number of its Directors from time to time within the limits fixed in that behalf by these presents.

111. The Directors shall have power at any time and from to time appoint any person, other than a person who has been removed from the Office of a Director of the Company under Article and as an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum number fixed, but any Director so appointed shall hold office only until the next following Annual General Meeting of the Company and shall then be eligible for re-election.

112. The Directors of the Company shall not be required to hold any qualification shares.

113. Subject to the provisions of Section 297 of the Act, a Director shall not be disqualified from contracting with the Company either as vendor, purchaser or otherwise for goods, materials or services or for underwriting the subscription of any shares in or debentures of the Company nor shall any such contract or 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 realised by any such contract or arrangements by reason of such Director holding office or of the fiduciary relation thereby established.

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

115. 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 count for the purpose of forming a quorum at the time of such discussion or vote.

116. The Board of Directors may when any Director (in this Article called the 'Original Director') has left or is about to leave the State in which the meetings of the Board are ordinarily held for not less than three months appoint any person to be an Alternate Director during the absence of the Original Director and such appointment shall have effect and such appointee, whilst he holds office as Alternative Director, shall be entitled to notice of Meetings of Directors and to attend and vote thereat accordingly but he shall ipso facto vacate office if and when the Original Director vacated office as a Director or returns to the state aforesaid.

117. (a) Any casual vacancy occurring among the Directors may be filled up by the Directors either at a Meeting of the Board or by a resolution passed by circulation, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

PROVIDED that the Directors may not fill a casual vacancy by appointing any person who has been removed from the office of a Director of the Company under Section 284 of the Act.

(b) The continuing Directors 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, act so long as the number below the minimum.

(c) The office of a Director shall become vacant ipso facto on the happening of any of the events specified in Section 283 of the Act.

118. Subject to the provisions of the Act, a Director may resign his office at any time after giving notice to the Board of Directors and the Company.

119. Every Director shall be paid a sitting fee for each meeting of the Board, committee or General meeting or other meetings of the Company, attended by him, as may be decided by the Board from time to time.

120. (a) The Board may appoint any person by whatever name called as Executive Director, Technical Director, Finance Director or Director in-charge of any specific function or functions, upon remuneration or otherwise and delegate all or any powers to all or any of them.

(b) 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 the town in which the Registered office/administrative office of the Company may be situated for any purposes of the Company or in giving special attention to the business of the Company or as a member of a Committee of the Board, then the Board shall reimburse him with the actual expenses incurred by him on behalf of the Company and the Board may, subject to the provisions of the Act, and with such sanction or approval as may be necessary in respect thereof, remunerate the Director either by a fixed sum and/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.

121. A Director of the Company may be or become a Director of any other Company promoted by this Company or in which it may be interested as a member, shareholder or otherwise and no such Director shall be accountable for any benefits received as a Director or member of such Company.
122. 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.
123. (a) The Company may appoint as Director(s) such person or persons as may be nominated to the Board by Financial institutions either as a part of their lending package or otherwise. Further such Director(s) may be appointed in terms of the Debenture Trust Deed, if any, of the company.
- (b) The Directors of the Company shall be paid such remuneration whether as salary and /or commission and/or share of net profits and in any other form or in one or more the above forms as may be decided by the Board from time to time.

NOMINEE DIRECTORS

124. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the company to the Small Industries Development Bank of India (SIDBI), Industrial Development Bank of India, (IDBI), the Industrial Credit and Investment Corporation of India Limited (ICICI), Industrial Finance Corporation of India (IFCI) and Life Insurance Corporation of India (LIC) or to any other financing Corporation or Credit Corporation or Commercial/Scheduled Banks or to any other financing Company or Body out of any loans granted by them to the company so long as IDBI, ICICI, LIC and Unit Trust of India (UTI) or any other Financing Corporation or Credit Corporation or Commercial/Scheduled Banks or any other Financing Company or Body (each of which IDBI, IFCI, ICICI, LIC and UTI or any other financing corporation, credit corporation or any other Financing Company or Body is hereinafter in this Article referred to as "the corporation") continue to hold debentures in the Company as a result of underwriting or by direct subscription or private placement, or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of any guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time any person or persons as a Director or Directors whole-time or non-whole-time (which Director or Directors is/are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their places. The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Directors of the Company. The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as the Corporation holds debentures in the Company as a result of a direct subscription or private placement or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or the liability of the Company arising out of any guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately the moneys owing by the Company to the Corporation is paid off or on the Corporation ceasing to hold debentures/shares in the Company as aforesaid or on the satisfaction of the liability of the Company arising out of any guarantee furnished by the Corporation. The nominee Director/s so appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and of the Meetings of the Committee of which

the Nominee Director/s, is/are member/s as also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minutes.

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

Provided that if any such Nominee Director/s is are an officer of the Corporation the sitting fee in relation to such Nominee Director/s shall accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation or by such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Corporation or as the case may be to such Nominee Director/s.

Provided further that if such Nominee Director/s is an officer of the Reserve Bank of India (RBI) the sitting fees in relation to such Nominee Director/s shall accrue to RBI and the same shall accordingly be paid by the Company directly to RBI.

Provided also that in the event of the Nominee Director/s being appointed as whole-time Director/s which may be exercised only in case of a default such Nominee Director/s shall exercise such power and duties as may be approved by the Lenders and have such rights as are usually exercised or available to a whole-time Director, in the management of the affairs of the Borrower. Such nominee Director/s shall be entitled to receive such remuneration, fees, commission and monies as may be approved by the Lenders.

ROTATION OF DIRECTORS

- J. (1) At the Annual General Meeting of the Company in every year, one-third of the Directors who are liable to retire by rotation for the time to time being or, if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office.
- (2) Ex-officio Directors shall not be liable for retirement by rotation.
- (3) The term 'Ex-officio' means any Managing Director for the time being holding office as such.
- K. A retiring Director shall be eligible for re-election and the Company at the Annual General on Meeting at which a Director retires in the manner aforesaid may fill up the vacancy by appointing the retiring Director or some other person thereto. A retiring Director shall retain office until the dissolution of the Meeting at which his successor is elected.
- L. The Directors to retire in every year shall be those who have been longest in office since their last election; but, as between persons who became directors on the same day, those to retire shall, unless they otherwise agree among themselves, be determined by lot.

- M. If at any General Meeting at which an election of Directors ought to take place, the place of any retiring Director is not filled up, and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned to the same day in the next week at the same time and place, or if that day is a public holiday till the next succeeding day which is not a public holiday at the same time and place and if adjourned meeting also the place of retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, then the retiring Director whose place has not been so filled up shall be deemed to have been re-elected at the adjourned meeting, subject to the provisions of Section 256 of the Act.
- N. Subject to the provisions of Section 284 of the Act, the Company may by an ordinary resolution remove any Director before the expiration of his period of office, and by an ordinary resolution appoint another person in his stead; the person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected as Director.
- O. A person not being a retiring Director shall be eligible for appointment to the office of a Director at any General Meeting if he or some other member intending to propose him as a Director has, not less than 14 days before the Meeting, left at the Registered Office of the Company a notice in writing under his hand signifying his candidature for the office of the Director, or the intention of such member to propose him as a candidate for that office, as the case may be along with a deposit of five hundred rupees which shall be refunded to such person or, as the case may be, to such member, if the person succeeds in getting elected as a Director.

PROCEEDINGS OF DIRECTORS

- P. The Board shall meet at least once every three calendar months for the despatch of business in accordance with the provisions of Section 285 of the Act and may adjourn and otherwise regulate its meetings and proceedings as it thinks fit provided that at least four such meetings shall be held every year. Notices in writing of every meeting of the Board shall be given to every director for the time being in India and at his usual address in India to every other Director.
- Q. A director may, at any time, and the Manager or Secretary shall, upon the request of a Director made at any time, convene a meeting of the Board.
- R. (a) The Board may appoint one of their body to be the Chairman of the Board and determine the period for which he is to hold office.
- (b) If no such Chairman of the Board is appointed or if at any meeting of the Board the Chairman is not present within 15 minutes after the time appointed for holding the same, the Directors present may choose one of their members to be Chairman of that Meeting.
- (c) If a Director who is neither a Whole-time Director nor a Managing Director is appointed as Chairman, the Board may request the said Chairman to be whole-time Chairman and perform any special duties and confer on him such powers on such terms and conditions as they may deem fit.
- (d) The Board may from time to time with the sanction of the Company in General Meeting by Special Resolution and of the Central Government fix the remuneration payable to the Chairman for performing all such special duties.

(e) The Chairman shall exercise all such powers and perform all such duties subject to the supervision and directions of the Board of Directors and subject to such conditions and restrictions as the Board may from time to time impose.

- S. The quorum for a meeting of the Board shall be one-third of the total strength (any fraction contained in that one-third being rounded off as one) or two Directors whichever is higher; provided that where, at any time the number of interested Directors is equal to or exceeds two-thirds of the total strength, the number of the remaining Directors, that is to say, the number of the Directors who are not interested present at the meeting being not less than two, shall be the quorum during such time. Total strength means the total strength of the Board after deducting therefrom the number of Directors, if any, whose places are vacant at the time.
- T. If a meeting of the Board could not be held for want of quorum, then, the Meeting shall automatically stand adjourned till the same day in the next week at the same time and place, or if that is a public holiday, till the next succeeding date which is not a public holiday, at the same time and place.
- U. A meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion by or under these Articles or the Act for the time being vested in or exercisable by the Board.
- V. Subject to the provisions of Section 316, 372 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 a second or casting vote.
- W. The Board may, subject to the provisions of the to Act, from time to time and at any time delegate any of its powers to a committee consisting of such Director or Directors 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.
- X. The meeting 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 as the same are applicable thereto, and are not superseded by any regulations made by the Board under the last preceding Article.
- Y. Acts done by a person as a Director shall be valid, notwithstanding that it may afterwards be discovered that his appointment was invalid by reason of any defect or disqualification or had terminated by virtue of any provisions contained in the Act or in these Articles. Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.
- Z. Save in those cases where a resolution is required by Sections 292,297,316,372(5) and 386 of the Act to be passed at a meeting of the Board, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or committee of the Board, as the case may be, duly called and constituted, if a draft thereof in writing is circulated, together with the necessary papers, if any, to all the Directors or to all the members of the Committee of the Board, as the case may be, then in India (not being less in number than the quorum fixed for a meeting of the Board or Committee, as the case may be) and to all other Directors or members of the Committee at their usual addresses in India, and has been approved by such of them as are then in India or by a majority of such of them as are entitled to vote on the resolution.

- AA. (1) The Company shall cause minutes of all proceedings of every Meeting of the Board and of every Committee of the Board to be kept by making within thirty days of the conclusion of every such Meeting, entries there of in books kept for the purpose with their pages consecutively numbered.
- (2) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each Meeting in such book shall be dated and signed by the Chairman of the said Meeting or the Chairman of the next succeeding meeting.
- (3) In no case the Minutes of proceedings of a Meeting shall be attached to any such book as aforesaid by pasting or otherwise.
- [4] The Minutes of each Meeting shall contain a fair and correct summary of the proceedings there at.
- (5) All appointments of officers made at any Meetings shall be included in the Minutes of the Meetings.
- (6) The Minutes shall contain:
- (a) The names of the Directors present at the Meeting and
- (b) In the case of each resolution passed at the Meeting, the names of the Directors, if any, dissenting from or not concurring with the resolution.
- (7) (a) Nothing contained in sub-clauses (1) to (6) shall be deemed to require the inclusion in any such Minutes of any matter which, in the opinion of the Chairman of the Meeting.
- (i) Is or could reasonably be regarded as defamatory of any persons;
- (ii) Is irrelevant or immaterial to the proceedings; or
- (iii) Is detrimental to the interests of the Company.
- (b) The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this sub-clause.
- (8) Minutes of Meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

POWERS OF DIRECTORS

- BB. A. The General control and Management of the business of the Company shall be vested in the Directors, who in addition to the powers and authorities by these presents or otherwise expressly conferred upon them may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not by these present or by Statutes directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of the Statutes and of these presents such provisions as may from time to time be made or given by a General Meeting PROVIDED that no regulations so

made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

B. Without prejudice in the general powers conferred by the above sub clause but subject as aforesaid they may

(a) Pay the costs, charges and expenses preliminary and incidental to the promotion of the Company.

(b) Purchase or otherwise acquire for the Company any property, rights or privileges, which the Company is authorised to acquire at such price and generally on such terms and conditions as they think fit.

(c) To open any account or accounts with such banks as they may select or appoint and to make, draw, accept, endorse, sign, discount, negotiate and discharge on behalf of the Company, all cheques, bills of exchange, bill of lading, promissory notes, drafts, railway receipts, dock warrants, delivery orders, Government promissory notes and other negotiable instruments required for the business of the company.

(d) Pay for any property, rights or privileges acquired by, or services rendered to the Company wholly or partially in cash, shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the company.

(e) Secure the fulfillment of any contracts, agreements or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being (if any), or in such other manner as they may think fit.

(f) Appoint, and at their discretion, remove or suspend such Agents, Managers, Officers, Clerks, Engineers, Electricians, Mechanics and other experts, servants, work men for permanent, temporary or special services, and determine, their powers and duties and fix their salaries or emoluments, and require security in such instances and to such amount as they think fit.

(g) Institute, conduct, defend, compound or abandon any legal proceedings by or against the Company, or its officers or otherwise concerning the affairs of the Company and also but subject to the provisions of Section 293 and 295 of the Act, to compound and allow time for payment or satisfaction of any debt due to and of any claims or demands by or against the Company.

(h) Refer any claims or demands by or against the Company to arbitration and perform the awards.

(i) Make and give receipts, releases, and other discharges for money payable to the Company and for the claims and demands of the Company.

(j) From time to time provide for the conduct of the affairs of the Company in different parts of India or outside India in such manner as they think fit, and in particular to establish branch offices and appoint any person to the Attorneys or Agents of the Company with such powers (including power to sub-delegate) and upon such terms as may be thought fit.

(k) To invest and deal with any of the moneys of the Company not immediately required for the purpose thereof upon such securities (not being shares in this company) and in such manner as they may think fit, and from time to time.

(l) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

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

(n) From time to time to make, vary and repeat bye-laws for the regulation of the business of the Company, its officers and servants.

(o) To establish, maintain, support and subscribe to any national, charitable, benevolent, general or useful object or fund, and any institution, society, or club which may be for the benefit of the Company or its employees or which in the opinion of the Directors is calculated to promote the interests of the Company.

CC. The Directors may from time to time by power of attorney under the Seal or by a resolution appoint any person or persons to be the attorney or attorneys of the Company in India or elsewhere for such purpose and with such powers authorities and discretion (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as they may from time to time think fit, and any such appointment may (if they think fit) be made in favour of any Company or of the Members, Directors, nominees or managers of any Company or firm, or otherwise in favour of any fluctuating body or persons, whether nominated directly or indirectly by the Directors, and any such power of attorney or any resolution may contain such provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors think fit.

DD. Any such delegate or attorney as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities and discretion for the time being vested on him.

MANAGING AND WHOLE TIME DIRECTOR

EE. Subject to the provisions of Sections 197A 198,267 and 310 of the Act, the following provisions shall apply:

(a) The Board of Directors may appoint any one or more members of the Board as Chairman and/or Managing Director(s) or Joint Managing Director(s), upon such terms and conditions as they may deem fit.

(b) The Board of Directors may appoint or re-appoint one or more of their body, not exceeding two, to be the Managing Director or Managing Directors of the Company for such period not exceeding 5 years as they may deem fit, subject to such approval of the Central Government as may be necessary in that behalf.

(c) The remuneration payable to a Managing Director shall be determined by the Board of Directors subject to the sanction of the Company in General Meeting and of the Central Government.

(d) If at any time there are more than one Managing Director, each of the said Managing Director may exercise individually all the powers and perform all the duties that a single Managing Director may be empowered to exercise or required to perform under the Companies Act or by these presents or by any Resolution of the Board and they shall exercise, all those powers and perform their duties subject to the directions, supervision and control of the Board of Directors and subject also to such restrictions or conditions as the Board may from time to time impose.

(e) The Board of Directors may at any time and from time to time designate any Managing Director as Deputy Managing Director or joint Managing Director or by such other designations as they deem fit.

(f) A Managing Director shall not, whilst he continues to hold that office, be subject to retirement by rotation, and he shall not be taken into account in determining the retirement of Directors by rotation, but he shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to resignation and removal as the other Directors of the Company. He shall, ipso facto and immediately, cease to be Managing Director if he ceases to hold the office of Director from any cause. Directors shall have the management of the whole of the business of the Company and of all its affairs and shall exercise all powers and perform all duties in relation to the Management of the affairs, except such powers and such duties as are required by law or by these presents to be exercised or done by the Company in General Meeting or by the Board and also subject to such conditions and restrictions imposed by the Act or by these presents or by the Board of Directors. Without prejudice to the generality of the foregoing, the Managing Director/Managing Directors shall exercise all the powers set out in Article 140 above except those which are by law or these presents or by any Resolution of the Board required to be exercised by the Board or by the Company in General Meeting.

FF. (a) Subject to the provisions of the Act and subject to the approval of the Central Government, if any, required in that behalf, the Board may appoint one or more or their body, as Whole-time Director or Whole-time Directors on such designation and on such terms and conditions as they may deem fit. The Whole-time Directors shall perform such duties subject to the control, supervision and directions of the Board and subject thereto the supervision and directions of the Managing Director. The remuneration payable to the Whole-time Directors shall be determined by the Company in General Meeting subject to the approval of the Central Government, if any, required in that behalf.

F. A Whole-time Director shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to resignation and removal as the other Directors, and he shall, ipso facto and immediately, cease to be Whole-time Director, if he ceases to hold the office of Director from any cause except where he retires by rotation in accordance with the Articles at an Annual General Meeting and is re-elected a Director at that Meeting.

GG. The Board shall from time to time appoint, and may at their discretion remove, any person with prescribed qualifications (hereinafter called the Secretary) to perform any functions which by the Act or by these Articles for the time being of the Company are to be performed by the Secretary and to execute any other duties which may from time to time be assigned to the Secretary by the Board and by the Managing Director. The Board may also at any time appoint some suitable person as Assistant Secretary to perform such duties as may be assigned to him from time to time.

SEAL

- HH. (a) The Board shall provide a Common Seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given.
- (b) Every deed or other instrument to which the Seal of the Company is required to be affixed shall, unless the same is executed by a duly constituted attorney of the Company, be signed by one Director and the Secretary or such other person as the Directors may for the purpose appoint in whose presence the Seal shall have been affixed. Provided that in respect of share certificates, the Seal shall be affixed in accordance with the Companies (Issue of Share Certificates) Rules, 1960 or any statutory modification or re enactment thereof.

RESERVES

- II. The Board may, from time to time before recommending any dividend, set apart any and such portion of the profits of the Company as it thinks fit as Reserves subject to Section 205 (2A) of the Act to meet contingencies or for the liquidation of any debentures, debts or other liabilities of the Company, for equalisation of dividends, for repairing, improving or maintaining any of the properties of the Company and for such other purposes of the Company as the Board in its absolute discretion thinks conducive to the interests of the Company; and may, invest the several sums so set aside upon such investments (other than shares of 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 without being bound to keep the same separate from the other assets.
- JJ. All moneys carried to the reserves shall nevertheless remain and be profits of the Company applicable, subject to due provisions being made for actual loss or depreciation, for the payment of dividends and such moneys and all the other moneys of the Company not immediately required for the purposes of the Company, may, subject to the provisions of Sections 370 and 372 of the Act, be placed on loan or invested by the Board in or upon such investments or securities as it may select or may be used as working capital or may be kept at any Bank on deposit or otherwise as the Board may, from time to time, think proper.
- KK. (1) The Company in General Meeting may, upon the recommendation of the Board, resolve
- (a) That it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserves accounts, or to the credit of the profit and loss account or otherwise available for distribution and
- (b) That such sum be accordingly set free for distribution in the manner specified in clause.

(c) Amongst the members who would have been entitled there to, if distributed by way of dividend and in the same proportions.

(2) The sum aforesaid shall not be paid in cash but shall be applied subject to the provisions contained in Clause (3), either in or towards -

(i) Paying up any amounts for the time being unpaid on any shares held by such members respectively;

(ii) Paying up in full, unissued shares or debentures of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid or

(iii) Partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii).

(3) A share premium account and a capital redemption reserve account may for the purposes of this regulation, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

(4) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

LL. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall:

(a) Make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issue of fully paid shares or debentures, if any; and

(b) Generally do all acts things required to give effect thereto.

(2) The Board shall have full powers-

(a) To make such provision, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares of debentures becoming distributable in fractions; and also

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares.

(3) Any agreement made under such authority shall be effective and binding on all such members.

MM. The Company in General Meeting may at any time and from time to time resolve that any surplus moneys in the hands of the Company representing Capital profits arising from the receipt of moneys received or recovered in respect of or arising from the realisation 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 other capital purposes be distributed amongst the Equity shareholders on the footing that they receive the same as capital and in the shares and 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 they shall remain in the hands of the company a sufficiency of other assets to meet in full the whole of the liabilities and paid-up share capital of the Company for the time.

DIVIDENDS

- NN. (1) The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these presents and subject to the provisions of the presents, as to the Reserve Fund, shall be divisible among the members in proportion to the amount of capital paid-up on the shares held by them respectively on the last day of the year of account in respect of which such dividend is declared and in the case of interim dividends on the close of the last day of the period in respect of which such interim dividend is paid.
- (2) Where capital is paid up on any shares in advance of calls, upon the footing that the same shall carry interest, confer a right to participate in profits.
- OO. The Company in General Meeting may declare a Dividend to be paid to the members according to their rights and interests in the profits subject to the provisions of the Act.
- PP. No larger dividend shall be declared than is recommended by the Board, but the Company in General Meeting may declare a smaller dividend.
- QQ. 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.
- RR. The declaration of the Board as to the amount of the net profits of the Company shall be conclusive.
- SS. The Board may, from time to time pay to the holders of Equity shares such interim dividends as appear to the Board to be justified by the profits of the Company.
- TT. No member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares either alone or jointly with any other person or persons; and the board may deduct from the interest or dividend payable to any member all sums of moneys so due from him to the Company.
- UU. Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call shall be made payable at the same time as the dividend and the dividend may be set off against the call.
- VV. No dividend shall be payable except in cash; provided that nothing in the foregoing shall be deemed to prohibit the capitalisation 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.

- WW. The transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer by the Company.
- XX. The Company may pay interest on Capital raised for the construction of works or buildings when and so far as it shall be authorised to do by Section 208 of the Act.
- YY. No dividend shall be paid in respect of any share in except to the registered holder of such share or to his order or to his bankers but nothing contained in this Article shall be deemed to require the bankers of a registered share holder 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 160 hereof.
- ZZ. No unpaid dividend shall bear interest as against the Company.
- AAA. 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 holder or, in the case of joint holders, to the registered address of that one of the joint holders who is the first named in the Register in respect of the joint holding or to such person and such addresses the holder or the joint holders, 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 for any cheque or warrant lost in transmission or for any dividend lost to any members by the forged endorsement of any such cheque or warrant. No unclaimed dividends shall be forfeited by the Board and the Company shall comply with the provision of Section 208(a) of the Companies Act in respect of such dividends.

BBB. UNPAID OR UNCLAIMED DIVIDEND

Where the Company has declared a dividend but which has not been paid or the dividend warrant in respect thereof has not been posted within 30 days from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall within 7 days from the date of expiry of the said period of 30 days, open a special account in that behalf in any scheduled bank called "Unpaid Dividend of Teledata Marine Solutions Ltd" and transfer to the said account, the total amount of dividend which remains unpaid or in relation to which no dividend warrant has been posted.

Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of three years from the date of such transfer, shall be transferred by the Company to the Investor Education and protection Fund established the Central Government. A claim to any money so transferred to the above fund may be preferred to the Central Government/Committee appointed by the Central Government by the shareholders to whom the money is due.

No unclaimed or unpaid dividend shall be forfeited by the Board.

(Substituted Article 170, as approved vide Annual General Meeting dated 30th December, 2008)

BOOKS AND DOCUMENTS

- CCC. The Board shall cause proper books of accounts to be kept in accordance with Section 209 of the Act.

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

EEE. (1) The Books of Accounts shall be open to inspection by any Director during business hours.

(2) The Board shall, from time to time, determine whether and to what extent, and at what times and places, and under what conditions or regulations, the books of accounts and books and documents of the Company, other than Minute Books relating to Board Meeting and General Meetings shall be open to the inspection of the members not being Directors and no member (not being a Director) shall have any right of inspecting any books of accounts or books or documents of the Company except as conferred by Law or authorised by the Board or by the Company in General Meeting.

BALANCE SHEET AND ACCOUNTS

FFF. At every Annual General Meeting the Board shall lay before the Company a Balance Sheet and Profit and Loss Account made up in accordance with the provisions of Section 210 of the Act and such Balance Sheet and Profit and Loss Account shall comply with the requirements of Sections 210, 211, 212, 215, and 216 and of Schedule VI to the Act so far as they are applicable to the Company, but, save as aforesaid, the Board shall not be bound to disclose greater details of the result or extent of the trading and transactions of the Company than it may deem expedient.

GGG. There shall be attached to every Balance sheet laid before the Company in General Meeting a report by the Board complying with Section 217 of the Act.

HHH. A copy of every Balance Sheet (including the Profit and Loss Account, the Auditor's Report and every document required by Law to be annexed or attached to the Balance Sheet) shall, as provided by Section 219 of the Act, not less than twenty one days before the meeting, be sent to every member, Debenture holder, trustee for debenture holders and other persons to whom the same is required to be sent by the said Section. The Company shall comply with Section 220 of the Act as to filling with the registrar copies of the Balance Sheet and Profit and Loss Account and documents required to be annexed or attached thereto.

III. Every Balance Sheet and Profit and Loss Account of the Company when audited and adopted by the Company in General Meeting shall be conclusive except as regards any error discovered therein within three months next after the adoption thereof whenever any such error is discovered within that period the accounts shall forthwith be corrected and thenceforth shall be conclusive.

AUDIT

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

KKK. The appointment, powers, rights, remuneration and duties of the Auditors shall be regulated by Sections 224 to 231 of the Act.

SERVICE OF NOTICES AND DOCUMENTS

LLL. A notice or other document may be given by the Company to any member either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, within India supplied by him to the Company for the giving of notice to him.

(2) Where a 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 the notice or document provided that where a member has intimated to the Company in advance that notices or documents should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and had deposited with the Company a sufficient sum to defray the expenses of doing so, service of the notice or document shall not be deemed to be effected unless it is sent in the manner intimated by the member and

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

(i) In the case of a notice of a meeting at the expiration of forty-eight hours after the letter containing the 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.

MMM. A notice or other document advertised in a newspaper circulating in the neighborhood of the office 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 within India for the giving of notices to him. Any member who has no registered address in India shall, if so required to do by the Company, supply the Company with an address in India for the giving of Notices to him.

NNN. 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.

OOO. 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 a prepaid letter addressed to them by name, or by the title of the representatives 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 given if the death or insolvency had not occurred.

PPP. Every person who by operation of law, 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 where he derives his title to such share.

QQQ. Subject to the provisions of these Articles, any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these Articles shall, notwithstanding such member be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered share, whether held solely or jointly with other persons by such member until some other person be registered in his stead 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 documents on his heirs, executors or administrators and all persons, if any, jointly interested with him any such share.

RRR. Subject to the provisions of Sections 497 and 509 of the Act, in the event of a winding-up of the Company, every member of the Company who is not for the time being in station shall be bound within eight weeks after the passing of an effecting resolution to wind up the company voluntarily or the making of an order for the winding-up of the company to serve notice in writing on the company appointing some householder residing in the neighborhood of the office upon whom all summonses, notices process orders and judgments in relation to or under the winding-up of the company may be served, and in default such nomination, the liquidator of the company shall be at liberty, on behalf of such member, to appoint some person, and service upon by 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 news paper circulating in the neighborhood of the office or by a registered letter sent by post and addressed to such member at his address as registered in the Register and such notice shall be deemed to be served on the day on which the advertisement appears or the letter would be delivered in the ordinary course of 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.

AUTHENTICATION OF DOCUMENTS

SSS. Save as otherwise expressly provided in the Act or these Articles, a document or proceedings requiring authentication by the company may be signed by a Director, Managing Director or any authorised officer of the company and need not be under its seal.

KEEPING OF REGISTERS AND INSPECTION

TTT. The Company shall duly keep and maintain at the office registers in accordance with sections 49(7), 143, 150, 151, 152(2), 301, 303, 307, 370 and 372 of the Act and rule 7(2) of the Companies (issue of share certificates) Rules, 1960.

UUU. The Company shall comply with the provisions of sections 39, 118, 163, 192, 196, 219, 301, 302, 303, 304, 307, 362, 370 and 372 of the Act as to the supplying of copies of the registers, deeds, documents, instruments, returns, certificates and books therein mentioned to the persons therein specified when so required by such persons, on payment of the charges, if any, prescribed by the said section.

RECONSTRUCTION

VVV. On any sale of the undertaking or the company the Board or the liquidators on a winding up may if authorised by a special resolution accept fully paid or partly paid up shares debentures or securities of any other company, whether incorporated in India or not, either then existing or to be formed for the purchase in whole or in part of the property of the company and the Board (if the profits of the company permit) or the liquidators in a winding up may distribute such shares or securities, or any other property of the company amongst the members without realisation, or vest the same in trustees for them, and any Special Resolution may provide for the distribution or appropriation of the cash, shares or other securities benefit or property, otherwise than in accordance with the strict legal rights of the members or contributories of the company, and for the valuation of

any such securities or property at such price and in such manner as the meeting may approve and all holders of shares, shall be bound to accept, and shall be bound by any valuation or distribution so authorised, and waive all rights in relation thereto, save only in case the company is proposed to be or is in the course of being wound up such statutory rights (if any) under Section 494 of the Act as are incapable of being varied or excluded by the Articles.

SECRECY

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

XXX. No member or other person (not being a Director) shall be entitled to enter upon the property of the company or to inspect or examine the premises or properties of the Company without permission of the Board or of the Managing Director or subject to this Article to require discovery of or any information respecting any detail of the trading of the company or any matter which is of or may be in the nature of a trade secret, mystery of trade, or secret process, or of any matter what-so ever which may relate to the conduct of the business of the company and which in the opinion of the Board or Managing Director will be inexpedient in the interest of the Company to communicate.

WINDING UP

YYY. If the company shall be wound up and the assets available for distribution among the members are such as shall be insufficient to repay the whole of the paid-up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid-up or which ought to have been paid-up at the commencement of the winding-up on the shares held by them respectively. And if in a winding-up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid-up at the commencement of the winding up the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding up paid-up or which ought to have been paid-up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

ZZZ. If the company shall be wound up, whether voluntarily or otherwise the liquidators may with the sanction of a special resolution divide among the contributories, in specie or kind, any part of the assets of the company and may, with the like sanction, vest any part of the assets of the company in trustees upon such trust for the benefit of the contributories, or any of them, as the liquidators, with the like sanction shall think fit.

INDEMNITY

AAAA. (1) Subject to the provisions of Section 201 of the Act, the Managing Director and every Director, Manager, Secretary and other officer or employee of the company shall be indemnified by the company against, and it shall be the duty of the Directors out of the funds of the company to pay all costs, losses, and expenses, (including expenses) which any such Managing Director, Manager, Secretary, Officer or Employee may incur or become liable to by reason of any contract entered into or act or deed done by him or in any other way in the discharge of his duties, as such Managing Director, Director, Manager, Secretary, Officer or Employee.

(2) The company shall pay and bear all fees and other expenses necessary for filing any document or return with the Registrar of Companies which may be required to be filled under the Act, including any additional fee or extra expenses or cause incurred by default in filing any such return.

(3) Subject as aforesaid the Managing Director and every Director, Manager, Secretary or other Officer or Employee of the Company and any person appointed as Auditors shall be indemnified against any liability incurred by them or him in defending any proceedings whether civil or criminal in which judgment is given in their or his favour or in which they or he is acquitted or discharged or in connection with any application under Section 633 in which relief is given to them or him by the Court

SECURITY CLAUSE

BBBB. No member shall be entitled to visit or inspect the company's works without the permission of the Directors or Managing Director or any other officer of the company as may be decided by the Board or to require discovery of any information respecting any detail of the Company's trading, or any matters, which is or may be in the nature of trade secret, mystery, of trade or secret process, which may relate to the conduct of business of Company, and which in the opinion of the directors, it will be inexpedient to communicate.

Sl. No.	Signature, Name, Father /Husband name, address description, occupation and PAN No. of each of the subscribers	Signature, Name, Father /Husband name, Address & of Witness
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<p>1.</p>	<p style="text-align: right;">Sd/-</p> <p>For Teledata Informatics Ltd Represented by its Director Mr. K. Padmanabhan S/o. Late K.P.Krishnamurthi No.2AB,Gee Gee Emerald, 151,Village road, Nungambakkam, Chennai-600 034.</p> <p>Occupation: Business (PAN No AACT 2976K)</p>	<p>All Subscribers Signed before me</p> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Sd/-</p> <p>Mr. M. DAMODARAN S/o. K. Munuswamy, No.4, R.K. Mutt Road, R.No.107, Luz Bazzar Complex, Mylapore, Chennai – 600 004.</p> <p>Company Secretary C.P. No. 5081.</p>
<p>2.</p>	<p style="text-align: right;">Sd/-</p> <p>Mr. K. PADMANABHAN, S/o. Late K.P.Krishnamurthi Nominee of Teledata Informatics Ltd,</p> <p>No.110, R.K. Mutt Road, R.A. Puram, Chennai – 600 028.</p> <p>Occupation: Business PAN No: AAGPP9840B</p>	<p>Company Secretary C.P. No. 5081.</p>
<p>3.</p>	<p style="text-align: right;">Sd/-</p> <p>Mr. K. MUTHU S/o. Kothandaraman Nominee of Teledata Informatics Ltd No.12, Thirumurthy Nagar, 5th Street, Nungambakkam, Chennai-600 034.</p> <p>Occupation: Business</p>	<p>All Subscribers</p>

4.	<p style="text-align: center;">Sd/-</p> <p>Mr. N. Sakthivel S/o. M.Nataraja pillai Nominee of Teledata Informatics Ltd No.22, Ranjit Road, Kotturpuram, Chennai – 600 085.</p> <p>Occupation: Service</p> <p>PAN No: AASPS4451K</p>	<p style="text-align: center;">Signed before me</p> <p style="text-align: center;">Sd/-</p> <p style="text-align: center;">Mr. M. DAMODARAN S/o. K. Munuswamy, No.4, R.K. Mutt Road, R.No.107, Luz Bazzar Complex, Mylapore, Chennai – 600 004.</p> <p style="text-align: center;">Company Secretary C.P. No. 5081.</p>
5.	<p style="text-align: center;">Sd/-</p> <p>Mr.N.C.Rangarajan S/o. N.C. Srinivasan Nominee of Teledata Informatics Ltd Flat No.6, Kalpasree Apartments, Old No.17, New No.32, Devanathan Street, Mandavelli, Chennai – 600 028.</p> <p>Occupation: Service</p> <p>PAN No: ABHPR6363B</p>	
6.	<p style="text-align: center;">Sd/-</p> <p>Mr. Deepak Bhattad S/o. Mohanlal Bhattad Nominee of Teledata Informatics Ltd AA 70, 2nd Street, 3rd Main Road, Anna Nagar (West), Chennai – 600 040.</p> <p>Occupation: Service</p> <p>PAN No: AADPP9290J</p>	
7.	<p style="text-align: center;">Sd/-</p> <p>Mr. N. Ramanathan, S/o. Nachiappan, Nominee of Teledata Informatics Ltd No.146/4, Classic Apartments, Thirumangalam, Chennai – 600 040.</p> <p>Occupation: Service</p> <p>PAN No: AGRPR0073R</p>	



Place: Chennai

Date: 24.07.2006