

DIAMOND CABLES LIMITED 14TH ANNUAL REPORT 2005-06 (18 MONTHS)**14TH ANNUAL GENERAL MEETING BOARD OF DIRECTORS**

21st February 2007
at DCL Compound
Village: Vadadala, Tal. Savli,
Dist. Vadodara

Mr. S. N. Bhatnagar
Mr. Amit Bhatnagar
Mr. Sumit Bhatnagar
Mr. G. N. Verma
Dr. T. NBhatnagar
Mr. Prakash Sinha
Mr. B.K.Ghoda
Mr. Amit Gupta
Ms. Jayshree Krishna

Chairman & Managing Director
Joint Managing Director
Joint Managing Director (O)
Director
Director
Director
Director
Nominee Director (CCP-Cyprus)
Nominee Director (CCP-India)

AUDITORS

Vijay N. Tewar & Co.
315-316, Panorama, R. C. Dutt Road,
Vadodara

COMPANY SECRETARY

Mr. Deepak K. Joshi

BANKERS

HDFC Bank Ltd.
Centurion Bank of Punjab Ltd.
Kotak Mahindra Bank

CORPORATE OFFICE

ESSEN HOUSE
5/12, B.I.D.C. Gorwa,
Vadodara 16

REGISTERED OFFICE & FACTORIES

Village: Vadadala, Phase II,
Tal: Savli, Dist. Vadodara

Khardapada, Nani Naroli, Silvassa DNH

e-mail : shares@dicabs.com, dkj@dicabs.com

REGISTRAR & TRANSFER AGENT

Intime Spectrum Registry Limited
308, Jaldhara complex,
Near Manisha Society, Manisha Chowkdi ,
Vadodara 390 007 Phone no. 324-9857.



NOTICE

NOTICE is hereby given that the Fourteenth Annual General Meeting of the Shareholders of the Company will be held on Wednesday, the 21st February, 2007 at 10.30 a.m. at the Registered Office of the Company at Village Vadadala, Tal.Savli, Dist. Baroda to transact the following Ordinary Businesses :-

ORDINARY BUSINESS :

1. To receive, consider and adopt the Audited Balance Sheet and the Profit & Loss Accounts of the Company for the year ended on 30th September 2006 together with the Reports of the Directors and the Auditors thereon.
2. To appoint Director in place of Mr. Prakash Sinha, who retire by rotation and being eligible offers himself for re-appointment.
3. To appoint Director in place of Mr. Amit Bhatnagar, who retire by rotation and being eligible offers himself for re-appointment.
4. To appoint Auditors and to fix their remuneration

SPECIAL BUSINESS :

5. To consider and if thought fit, to pass with or without modification, the following Resolution as an **Ordinary Resolution** :

“RESOLVED THAT in accordance with the provisions of Section 16, 94 and all other applicable provisions , if any, of The Companies Act, 1956, the existing Clause V of the Memorandum of Association of the Company as to Share Capital be and is hereby deleted and in its place the following clause V be substituted:

V. The Authorised Shares Capital of the Company is Rs. 30,00,00,000/ (Rupees Thirty Crores only) divided into 3,00,00,000 (Three Crores) Equity Shares of Rs. 10/ each.”

6. To consider and if thought fit, to pass with or without modification, the following Resolution as an **Ordinary Resolution** :

“RESOLVED THAT in super session of the resolution passed at the General Meeting of the Company held on July 14th 2006 and pursuant to Section 293(1)(d) of the Companies Act, 1956, and all other applicable provisions, if any, consent of the shareholders be and is hereby

accorded to the Board of Directors of the Company to borrow monies (apart from temporary loans obtained from the bankers in the ordinary course of business) up to Rs.500 Crores (Rupees Five Hundred Crores) as outstanding at any time in excess of the aggregate of Paid Up Capital and Free Reserves of the Company from time to time.”

7. To consider and if thought fit, to pass with or without modification, the following Resolution as an **Ordinary Resolution** :

“RESOLVED THAT the consent of the Company be and is hereby accorded in terms of Section 293 (1) (a) and other applicable provisions , if any, of The Companies Act, 1956, to the Board of Directors of the Company, to mortgage, charge and hypothecate all the immovable and movable properties of the Company where-so-ever situate, present and future, and the whole or substantially the whole of the undertaking(s) of the Company and/or conferring power to enter upon and take possession of the assets of the Company in certain events to or in favour of all or any of the lending agencies, institutions, Bank etc. to secure financial assistance.”

8. To consider and if thought fit, to pass with or without modification, the following Resolution as a **Special Resolution** :

“RESOLVED THAT pursuant to the provisions of Sections 198, 269, 309, 310, 311 read with Schedule XIII, and subject to and to the extent of the previous approval of Central Government and other applicable provisions, if any of The Companies Act, 1956, and further subject to such other consents as may be required (including any statutory modifications or re-enactment's thereof for the time being in force), the Company hereby approves the re appointment of Mr. S. N. Bhatnagar, as the Managing Director of the Company from 01.11.2006 for a further period of three years at the salary and on such terms and conditions as are set out in the Explanatory Statement accompanying the Notice convening the Annual General Meeting.”

“RESOLVED FURTHER THAT pursuant to Section 198 (4) of the Companies Act, 1956, read with Schedule XIII, as amended, and subject to such approvals as may be necessary, the salary and the perquisites as are set out in the Explanatory Statement annexed to this notice,



may be paid as the minimum remuneration to Mr. S. N. Bhatnagar in absence of or inadequacy of profit in any financial year.”

“RESOLVED FURTHER THAT the Board of Directors of the Company and/or Remuneration Committee of Directors be and is hereby authorised without any reference/approval of the Company in General Meeting to alter and vary the terms and conditions of the said re-appointment of Mr. S. N. Bhatnagar from time to time in such manner as may be agreed upon between the parties and within the limits prescribed under Schedule XIII or such other regulations prescribed by the Government in that behalf from time to time.”

9. To consider and if thought fit, to pass with or without modification, the following Resolution as a **Special Resolution** :

“RESOLVED THAT pursuant to the provisions of Sections 198, 269, 309, 310, 311 read with Schedule XIII, and subject to and to the extent of the previous approval of Central Government and other applicable provisions, if any of the Companies Act, 1956, and further subject to such other consents as may be required (including any statutory modifications or re-enactment's thereof for the time being in force), the Company hereby approves the re appointment of Mr. Amit Bhatnagar, as the Joint Managing Director of the Company from 01.11.2006 for a further period of three Years at the salary and on such terms and conditions as are set out in the Explanatory Statement accompanying the Notice convening the Annual General Meeting.”

“RESOLVED FURTHER THAT pursuant to Section 198 (4) of the Companies Act, 1956, read with Schedule XIII, as amended , and subject to such approvals as may be necessary, the salary and the perquisites as are set out in the Explanatory Statement annexed to this notice, may be paid as the minimum remuneration to Mr. Amit Bhatnagar in absence of or inadequacy of profit in any financial year.”

“RESOLVED FURTHER THAT the Board of Directors of the Company and/or Remuneration Committee of Directors be and is hereby authorised without any reference/approval of the Company in General Meeting to alter and vary the terms and conditions of the said re-appointment of Mr. Amit Bhatnagar from time to

time in such manner as may be agreed upon between the parties and within the limits prescribed under Schedule XIII or such other regulations prescribed by the Government in that behalf from time to time.”

10. To consider and if thought fit, to pass with or without modification, the following Resolution as a **Special Resolution** :

“RESOLVED THAT pursuant to the provisions of Sections 198, 269, 309, 310, 311 read with Schedule XIII, and subject to and to the extent of the previous approval of Central Government and other applicable provisions, if any of the Companies Act, 1956, and further subject to such other consents as may be required (including any statutory modifications or re-enactment's thereof for the time being in force), the Company hereby approves the re appointment of Mr. Sumit Bhatnagar, as the Joint Managing Director(o) of the Company from. 01.11.2006 for a further period of three Years at the salary and on such terms and conditions as are set out in the Explanatory Statement accompanying the Notice convening the Annual General Meeting.”

“RESOLVED FURTHER THAT pursuant to Section 198 (4) of the Companies Act, 1956, read with Schedule XIII, as amended , and subject to such approvals as may be necessary, the salary and the perquisites as are set out in the Explanatory Statement annexed to this notice, may be paid as the minimum remuneration to Mr. Sumit Bhatnagar in absence of or inadequacy of profit in any financial year.”

“RESOLVED FURTHER THAT the Board of Directors of the Company and/or Remuneration Committee of Directors be and is hereby authorised without any reference/approval of the Company in General Meeting to alter and vary the terms and conditions of the said re-appointment of Mr. Sumit Bhatnagar from time to time in such manner as may be agreed upon between the parties and within the limits prescribed under Schedule XIII or such other regulations prescribed by the Government in that behalf from time to time.”

11. To consider and if thought fit, to pass with or without modification, the following Resolution as a **Special Resolution** :



“RESOLVED THAT

1. Article 2 shall be amended to include following definitions
 - 1.1. **“Affiliate”** means with respect to any Debenture holder, Sponsor or Investor, any Person that directly or indirectly through one or more intermediaries, owns or controls, or is owned or controlled by, or is under common ownership or control with the Sponsor or Investor (as the case may be) or Person specified, where **“own”** means the beneficial ownership of or the ability to direct the voting of more than 50% of the equity interests or rights to distributions on account of equity of the Sponsor or the Investor (as the case may be) or Person and **“control”** means the power to direct the management or policies of the Debenture holder, Sponsor or Investor (as the case may be) or Person specified including the power to appoint a majority of the directors on the board of such Debenture holder, Sponsor or Investor (as the case may be) or Person and in case of a Sponsor which is natural person includes a Relative as defined under Section 2(41) of the Act.
 - 1.2. **“Debenture Director”** means a director nominated by the Debenture holders.
 - 1.3. **“Debenture holder”** means the holders of the Debenture from time to time.
 - 1.4. **“Debenture”** means 6850000 secured non-convertible debentures having a face value of Rs. 100 each, with an aggregate face value equal to Rs. 685,000,000/- issued by the Company to the Debenture holders on the terms and conditions set out in the Debenture Trust Deed.
 - 1.5. **“Debenture Trust Deed”** means the debenture trust deed dated September 19,2006 executed between the Company and IL&FS Trust Company Limited.
 - 1.6. **“FCDs”** means zero coupon unsecured 2,500,000 (Two Million Five Hundred Thousand) fully convertible debentures of the face value of Rs. 95/- (Rupees Ninety Five) each to be issued and allotted by the Company to the Investor at par which shall be convertible in to fully paid 2,500,000 (Two Million Five Hundred Thousand) Shares (face value Rs. 10/- and premium Rs. 85/- per Share) at any time within eighteen (18) months of the date of issue of the FCDs.
 - 1.7. **“Investor”** means Clearwater Capital Partners (Cyprus) Limited.
 - 1.8. **“Investor Director”** means the Director nominated by the Investor.
 - 1.9. **“Investor Shares”** means such number of the Shares being the resultant Shares on conversion of any of the Investor Warrants and/or the FCDs held by the Investor and after all the Investor Warrants and FCDs are converted, Investor Shares shall mean 2,600,000 (Two Million Six Hundred Thousand) Shares.
 - 1.10. **“Investor Warrants”** means 100,000 (One Hundred Thousand) warrants issued by the Company to the Investor.
 - 1.11. **“Key Shareholders”** means collectively Smt. Madhurilata Bhatnagar, Smt. Mona Bhatnagar, Smt. Richa Bhatnagar, Sumit Associates, Diamond Tele-Cabs Pvt Ltd, Diamond Projects Pvt Ltd, Enterprise Intelligent Systems Ltd, S. N. Bhatnagar HUF.
 - 1.12. **“Lien”** means any lien, pledge, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement having the commercial effect of conferring security, including, without limitation, the lien or retained security title of



a conditional vendor and any easement, right of way or other encumbrance on title to real property.

deleting the words "Notwithstanding anything contained in these Articles" at the beginning of the said Articles."

- 1.13. **"Person"** means and includes any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in his capacity as trustee, executor, administrator, or other legal representative.
- 1.14. **"Sponsors"** means Mr. Suresh Bhatnagar, Mr. Amit Bhatnagar and Mr. Sumit Bhatnagar.
- 1.15. **"Sponsor Shares"** means 2,188,406 Shares held by the Sponsors.
- 1.16. **"Sponsor and Key Shareholders Subscription Shares"** means 750,000 (Seven Hundred Fifty Thousand) Shares (face value Rs. 10/- and premium Rs. 85/- per Share) issued and allotted on a preferential basis to the Sponsors.
- 1.17. **"Key Shareholders Warrants"** means 550,000 (Five Hundred Fifty Thousand) warrants issued by the Company to the Key Shareholders .
2. Article 5 may be modified by including the words "subject to the provisions of these Articles" after the words "the Board who may".
3. Article 6 may be modified by including the words "subject to the provisions of these Articles" after the words "The Company in General Meeting may".
4. Article 9 may be modified by including the words "subject to the provisions of these Articles" after the words "Subject to the provisions of Section 80 of the Act".
5. Article 12 may be modified by including the words "Subject to the provisions of these Articles" and deleting the words "Notwithstanding anything contained in these Articles" at the beginning of the said Articles."
6. Article 13 may be modified by including the words "subject to the provisions of these Articles" after the words "The Company may".
7. Article 14 may be modified by including the words "subject to the provisions of these Articles" after the words "The Company may".
8. After Article 21 a new article Article 21A shall be added as follows:

"Article 21A Power to issue sweat equity shares

The Board shall have power to issue sweat equity shares in a manner and subject to conditions contained in section 79(A) of the Act and guidelines issued by Securities Exchanges Board of India or such other relevant regulatory authorities as may be necessary , from time to time."
9. After Article 70 a new article Article 70A shall be added as follows:

9.1. **"Article 70A Tag Along Rights"**

Except for permitted transfers to Affiliates or inter se transfer amongst the Sponsors and Key Shareholders or in the event the Investor waives its Tag-Along Right (defined below) in writing, in the event the Sponsors and/or Key Shareholders ("**Proposed Transferor**") desire to sell all or any part of the securities held by the Sponsor(s) and or Key Shareholders in the Company including the Sponsor Shares, Key Shareholders Warrants, Shares arising out of the consent of the Key Shareholders Warrants or the Sponsor and Key Shareholders Subscription Shares (the "**Offered Instruments**") this shall only be on a bona fide, arm's length basis to a bona fide third party (the "**Proposed**



Transferee”), and for any such proposed sale(s), the Investor shall have the right (the **“Tag Along Right”**) to require the Sponsors to cause the Proposed Transferee to purchase any or all of the Investor Shares, FCDs and/or Investor Warrants (at the option of the Investor) in the Company prior to the completion of such purchase.

9.1.1. The Proposed Transferor shall submit to the Investor and the Company a written offer (the **“Offer”**). The Offer shall disclose (i) the identity of the Proposed Transferee, (ii) the number and type of Offered Instruments proposed to be sold, (iii) the total number of Shares owned by the Sponsor and Key Shareholder, (iv) the terms and conditions of the proposed sale of the Offered Instruments to the Proposed Transferee, including the price per Share/Warrant to be paid, (v) the terms and conditions of payment offered by the Proposed Transferee and, in the case of consideration in whole or in part other than cash, the fair market value thereof as determined in good faith by the Proposed Transferor and the Proposed Transferee, and (vii) that the Proposed Transferee has been informed of the Tag-Along Right provided for in this ARTICLE 70A and any other material facts relating to the proposed sale of the Offered Instruments to the Proposed Transferee.

9.1.2. The Tag Along Right shall be exercised by the Investor notifying the Proposed Transferor and the Company in writing (the **“Tag Along Notice”**) within 10 days of its receipt of the Offer. The Tag Along Notice shall state the number of Investor Shares, Investor Warrants and/or the FCDs that the Investor proposes to transfer and will be included in the transfer to the Proposed Transferee.

9.1.3. Within 15 days of the receipt of the Tag Along Notice, the Sponsors shall deliver to the Investor, a notice setting forth the delivery instructions and procedures required to effectuate the transfer.

9.1.4. If the Proposed Transferee does not purchase the Investor Shares, Investor Warrants and/or the FCDs as set out in the Tag Along Notice (prior to completion of the purchase of the Offered Instruments) from the Investor at the same price and on the same terms and conditions as the Proposed Transferee purchases from the Proposed Transferor, then the Proposed Transferor shall not be permitted to transfer any shares to the Proposed Transferee in the proposed transfer.”

10. Article 84 shall be modified by including the words “subject to the provisions of these Articles” after the words “The Board may”.

11. Article 95 shall be amended as follows:

11.1. Following words shall be added “including the authorised representative of the Investor or Debenture holders” after the words “and present in person”.

12. Article 110 shall be deleted

13. Article 125 shall be amended as follows:

13.1. “The composition of the Board of the Company shall comprise of 9 directors in the manner set out below:

13.2. 3 directors to be nominated by the Sponsors;

13.3. The Debenture holders shall have the right to nominate 1 Director;

13.4. The Investor shall have the right to nominate 1 Director;

13.5. 4 independent Directors;



The independent Directors shall be nominated by the Sponsors with the prior written approval of the Investor (which approval shall not be unreasonably withheld).“

14. A new article Article 129A shall be added after Article 129 as follows:

129A.The Investor has the right at any time to appoint one (1) non-retiring director (**“Investor Director”**) to the Board of the Company. The Investor may require the removal or substitution of the Investor Director so appointed by it as per this Clause. The Investor Director so appointed shall have the right to be appointed as the member of all the committee and sub-committees formed by the Board.

15. A new article, Article 129B shall be added after Article 129A as follows:

15.1.1. 129B.The Debenture holders have the right at any time to appoint one (1) non-retiring director (**“Debenture Director”**) to the Board of the Company. The Debenture holders may require the removal or substitution of the Debenture Director so appointed by it as per this Clause. The Debenture Director so appointed shall have the right to be appointed as the member of all the committee and sub- committees formed by the Board.

- 15.2. New articles Article 129C and Article 129D shall be added after Article 129B as follows:

15.3. “Persons in Charge

129C. The Investor Director and the Debenture Director shall be non-executive Director and shall have no responsibility for the day-to-day management of the Company and shall not be liable for any failure by the Company to comply with applicable law. The Company shall

nominate Directors or persons other than the Investor Director and Debenture Director as “persons in charge” as contemplated under applicable law and shall ensure that the Investor Director and Debenture Director are not included within the scope of “Officer who is in default” under applicable law and the Company shall at all times appoint a compliance officer or a designated officer of the Company who shall be the officer in default for the purposes of applicable law. In the event that any notice or proceedings have been filed against the Investor Director or the Debenture Director by reason of him/them being included within the scope of “officer who is in default”, the Company and the Sponsors shall take all necessary steps to ensure that name of the Investor Director and the Debenture Directors is/are excluded / deleted and the charges / proceedings against the Investor Director and/or the Debenture Director (as the case may be) is/are withdrawn and shall also take all steps to defend the Investor Director and/or the Debenture Director (as the case may be) against such proceedings and shall pay all costs, damages, fines, levies etc. that may be levied against the Investor Director and/or the Debenture Director (as the case may be).

- 15.3.1. Immediately upon the Investor Director and the Debenture Directors being appointed to the Board, the Company shall procure suitable Director and officers liability insurance in favour of the Investor Director and the Debenture Directors from a reputable insurance company in respect of claims or liabilities resulting from the actions or omissions of the Investor Director and/or the Debenture Director as Director of the Company to the extent permitted by law.”

- 15.3.2. 129D. The Company shall indemnify the Investor Director and the Debenture



Director against:

- 15.3.3.** any act, omission or conduct (including, without limitation, contravention of any law) of or by the Company and the Sponsors or, its officials, employees, managers, representatives or agents as a result of which, in whole or in part, the Investor Director and/or the Debenture Director (as the case may be) is/are made a party to, or otherwise incurs any costs, charges, expenses, damages or loss, (collectively the “loss”) including loss pursuant to or in connection with any action, suit, claim or proceeding arising out of or relating to any such act, omission or conduct; and
- 15.3.4.** any loss arising from any action or omission to act by the Investor Director and/or the Debenture Director (as the case may be) at the request of or with the consent of the Company and the Sponsors or their officials, employees or agents.”
16. A new article Article 130A shall be added after Article 130 as follows:
- 16.1.1. “130A The Company shall take all necessary steps to cause the Board, at the request of any of the Investor Director and the Debenture Director, to appoint an alternate Director recommended by the Investor or the Debenture holders (as the case may be), to act in such Investor Director's or the Debenture Director's (as the case may be) absence, in terms of the Act. The alternate Director shall be entitled to receive notice of a meeting of the Board or committee thereof, along with all relevant papers in connection and to attend and vote thereat in place of the original Investor Director or the Debenture Director (as the case may be) and generally to perform all functions of the original Investor Director or the Debenture Director (as the case may be) in his absence, as stated hereinabove.”
17. Article 139 of the Articles shall be amended as follows:
- 17.1.1. Insert Following Clause as Clause (4)
- 17.1.2. “Notwithstanding anything to the contrary contained in These Articles, the Investor Director and the Debenture Director shall not be liable to retire by rotation.”
18. A new article Article 142A shall be added after Article 142 as follows:
- 18.1. “CASUAL VACANCY
- 18.1.1. “142A. In the event of a casual vacancy arising on account of the resignation of a Investor Director or the Debenture Director (as the case may be) or the office of the Investor Director or the Debenture Director (as the case may be) becoming vacant for any reason, the Investor or the Debenture holder (as the case may be) shall be entitled to designate a Director to fill the vacancy”
19. Article 144 shall be amended as follows:
- 19.1. In Clause 1 following words shall be added, “not being an Investor Director or the Debenture Director ” after the words “Section 408 of the Act”
20. Article 146 shall be amended as follows:
- 20.1. The following Clause (1)(a) shall be inserted after Clause (1)
- 20.1.1. “(1)(a). For the purposes of the quorum for meetings of the Board as per Clause (1), the quorum will be constituted by the attendance (in person or by alternate) Investor Director or Debenture Director and one Director from the Sponsors unless otherwise consented in writing by the concerned Director.



20.1.2. No meeting of the Board shall be validly held unless a notice of 15 (Fifteen) days of the said meeting along with the agenda thereof is given to Investor Director and the Debenture Director in writing. Investor Director and the Debenture Director shall make best efforts to ensure that at all meetings of the Board, the Investor Director (or his alternate or the Debenture Director or the alternate director for such Director) is present. If at a meeting the Investor Director or the Debenture Director (or his alternate) is not present, then the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday at the same time and place. The notice of such adjourned meeting should also be given to the Investor Director and the Debenture Director. If at such adjourned meeting the Investor Director (or his alternate or a Debenture Director or the alternate director for such Debenture Director) is not present, the Directors that are present shall constitute a quorum”

21. Article 147 shall be amended as follows:

21.1. Following words shall be added “and subject to the provisions of these Articles” after the words “Section 316, 372, 38 of the Act”.

21.2. Following words shall be deleted “and in case of an equality of votes, the Chairman shall have a second or casting vote”.

21.3. Article 150 shall be amended as follows:

21.4. Following words shall be added “and These Articles” after the words “Subject to the restriction contained in Section 293 of the Act”.

22. Article 151 shall be amended as follows:

22.1. Following words shall be added “Subject to the provisions of these Articles” before “The meeting and proceeding of any such Committee....”

23. Article 153 shall be replaced as follows:

23.1. “Subject to any restrictions imposed by law, no written circular resolution shall be deemed to have been duly adopted by the Board, unless such circular resolution shall have been approved by the requisite majority of Directors (including an Investor Director or a Debenture Director), as provided in these Articles. If a Director, does not convey his acceptance or rejection of the proposed resolution within 5 (five) days from the date of receipt of the requisite documentation including explanatory statements and supporting documents, he shall be deemed to have accepted the proposed resolution. The Director may convey his acceptance or rejection of the circular resolution by signing the resolution and returning the same to the secretary of the Company or the Director who proposed the resolution or by sending any other written communication by post / courier / fax .

24. Article 155 shall be amended as follows:

24.1. Following words shall be added “Subject to the provisions of These Articles” at the start of the Article i.e. prior to the words “The Board may exercise all such powers of the Company”.

25. Article 156 shall be amended as follows:

25.1. Following words shall be added “and These Articles” after the words “Subject to the provisions of Section 292 and 293 of the Act”.



26. Article 157 shall be amended as follows:

- 26.1.** Following words shall be added “Subject to These Articles” at the beginning of the Articles i.e. prior to the words “The Board may raise”.

27. Article 158 shall be amended as follows:

- 27.1.** Following words shall be added “, subject to the provisions of These Articles,” after the words “any debenture, debenture-stock, bonds or other security may be issued”.

28. Article 159 shall be amended as follows:

- 28.1.** Following words shall be added “subject to the provisions of These Articles,” after the words “the Board may”.

29. Article 160 shall be amended as follows:

- 29.1.** Following words shall be added “but subject to the provisions of these Articles,” after the words “Section 191 of the Act”.

30. “Article 160A

- 30.1.** Following Article 160A shall be added after Article 160

- 30.1.1.** “160A. All decisions as set out below, will require an affirmative vote of Investor Director:

- 30.1.2.** Changing the name of the Company.

Altering the provisions of the Memorandum and Articles of the Company or the rights attaching to any shares of the Company

- 30.1.3.** Issuing, allotting or redeeming any shares or securities, including any warrants, plant any options over the Company's shares, approve the terms of a public issue by the Company to any Person (including

shareholders of the Company).

- 30.1.4.** Changing (including reducing the share capital) the share capital structure of the Company and/or the control/management of the Company.

- 30.1.5.** Declare or distribute any dividend or other payment out of the distributable profits of the Company.

- 30.1.6.** The appointment of the Company's auditors or any change in the Company's accounting policies or accounting reference date and the opening of bank account by the Company.

- 30.1.7.** Acquire (whether by formation, purchase, subscription or otherwise) any subsidiary or effecting the disposal or dilution of its interest, directly or indirectly in any subsidiary.

- 30.1.8.** Any transaction by the Company with any of its Directors or officers other than those covered by Company policies and/or terms of employment.

- 30.1.9.** Applying to a court to wind-up the Company or winding-up the Company voluntarily.

- 30.1.10.** Binding the Company to any scheme of merger, de-merger, amalgamation, reconstruction or restructuring, or a scheme of arrangement made under section 517 of the Act.

- 30.1.11.** Any buy-back by the Company of the shares under the provisions of section 77A of the Act.

- 30.1.12.** Change the names or the scope of the authority of the Persons authorised to sign cheques or other financial instruments on behalf of the Company.

