

**Memorandum
and
Articles of Association
of
Cyber Media (India) Limited**



Co. No. 14134

Certificate for Commencement of Business
व्यापार प्रारंभ करने का प्रमाण-पत्र

Pursuant to section 149 (3) of the Companies Act, 1956

कम्पनी अधिनियम १९५६ की धारा १४६ (३) के अनुसारण में

I hereby certify that the CYBER MEDIA (INDIA) LIMITED

में एतद द्वारा प्रमाणित करता हूँ कि

स्टेट ऑफ इंडिया लिमिटेड

which was incorporated under the Companies Act, 1956 on
जो कि कम्पनी अधिनियम, १९५६ के अन्तर्गत पंजीकृत की गई थी विनांक १९ शताब्दी, १९०४

the TENTH day of SEPTEMBER 19 ०४

and which has filed a duly verified declaration in the
और जिस ने कि यथावत् निर्धारित प्रपत्र में सत्यापित घोषणा पत्र प्रस्तुत
prescribed from that the conditions of section १४६(१) (a) to (d) /
कर दिया है कि उस ने धारा १४६(१) (a) से (d) / १४६(२) (क) से (ग)

१४६(२) (a) to (c) of the said Act. have been complied with, is entitled
को सभी शर्तों का अनुपालन कर दिया है, अतः व्यापार प्रारंभ करने की
to commence business.

प्रधिकारी है।

Given under my hand at NEW DELHI

मेरे हस्ताक्षर से आज दिनांक 28 SEPTEMBER, 1904

this TWENTIETH day of OCTOBER

One thousand and one hundred and EIGHTY-TWO.

को जारी किया गया।



(SOMALI FADOR)
Registrar of Companies

कम्पनी रजिस्ट्रार
दिल्ली एवं हरियाणा।



प्राष्टा० पार्टा० पार्टा०

Form I. B.

नियमन का प्रमाण-पत्र

Certificate of Incorporation

सं० 14334 दाता० 1904
No. 14334 of 19. 82-73

राईबर गी डिया

मैं एतद द्वारा प्रमाणित करता हूं कि भाजा
[इण्डिया] लिमिटेड

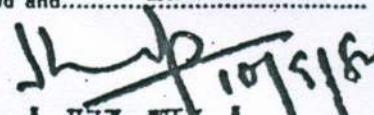
कम्पनी अधिनियम 1956 (1956 का 1) के अधीन नियमित की गई है और यह
कम्पनी परिसीमित है।

I hereby certify that CYBER MEDIA (INDIA) LIMITED

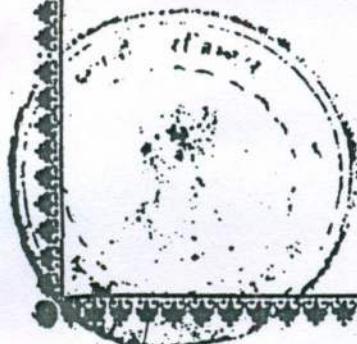
is this day Incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the
Company is limited.

मेरे हस्ताक्षर से भाजा ता० 19. अक्टूबर, 1904 को दिया गया।

Given under my hand at NEW DELHI this TENTH
day of SEPTEMBER One thousand nine hundred and EIGHTY-TWO


| सूरज कपूर |
कम्पनी रजिस्ट्रार

SOORAT KAPOOR
Registrar of Companies
DELHI & HARYANA



THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
(Incorporated under the Companies Act, 1956)

MEMORANDUM OF ASSOCIATION
OF
CYBER MEDIA (INDIA) LIMITED

I. The Name of the Company is **CYBER MEDIA (INDIA) LIMITED.**

II. The Registered Office of the Company will be situated in the Union Territory of Delhi.

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

A. THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION :-

1. To carry on business of proprietors, publishers, printers, designers, distributors, buyers, sellers, exchangers of books, pamphlets, newspapers, journals, magazines, periodicals, pamphlets, leaflets, comics and other literary works and undertakings.
2. To purchase or otherwise acquire, either wholly or in part and to print, publish edit, newspapers, magazines, pamphlets, journals, dailies, reviews, pictorials, annuals, supplements, biographies, autographies, books, treaties, pictures, circulars, encyclopedias and other literature or works and publication and to deal in pictures, photographs paintings, pictorials post cards, calendars, diaries, stationery, artistic goods.
3. To carry on all or any of the business of printers, publishers, stationer, lithographers, offset printers, type setters, tin, metal, cloth, rubber, parchment, celluloid, glass, bottles, tubes, printers, stereo-types, electro-types, photographic printers, photo lithographers, lithographers engravers, die sinkers, book-binders, designers, name plates printers, toy printers, tin box printers, tin and metal steel folders, Vandyke, cellotype, photographic workers and printers, calenders, pictures and advertising novelties printers, playing card printers, cloth label printers, numerical printers, paper bag and account book makers, Box makers, card board printers, ticket manufactures and book sellers.
4. To organise and carry out the business of advertisers, advertising agents, publicity consultants and to organise propaganda and advertising campaign by means of press advertisements, pamphlets, hand bills, circulars, advertisement reels, posters, cinema slides or by any other means or through the means of radio, television, video or any other media.
5. To organise, develop, produce, promote, sell, let-on-hire or otherwise deal in audio visuals, seminars, films, televisions and radio features, workshops, teaching aids, slides, video-tapes, advertising and promotion materials.
6. To carry on the business of designing, creating, producing, editing, proof reading, validating, publishing, typesetting, conversion of data from one format to another, animations, gaming archival, re-purposing of content for various media and any other process or a combination of two or more processes connected with printing, electronic publishing and/or data conversion, on job work basis or otherwise, and also providing software solutions, consulting, technical support, training, project management services, subscription

management and/or business process outsourcing for domestic and/or foreign customers, in India or abroad, through the use of internet, CDs or any other delivery mechanism.

B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:

1. To collect, supply and disseminate, inform or open information bureaus, to employ correspondents, authors, writers and others and to pay for news information, caricatures, articles, copyrights, rights of publications, and translation and other rights in respect of any literary, scientific, artistic or other matter and to publish the same or to dispose off the same.
2. To buy, sell, repair, alter, improve, exchange, let out on hire, import, export and deal in all factories, works, plant, machinery, tools, utensils, appliances, apparatuses, products, materials, substances, articles and things capable of being used in any business which this Company is competent to carry on and to experiment with, render marketable and deal in all products of residual and bye-products, incidental to obtained in any of the business carried on by the Company.
3. To do all or any of the main objects either as principals, agents, trustees, contractors, or otherwise and to do all such things as are incidental or conducive to the attainment of the main object.
4. To promote, from, incorporate establish or to invest in subsidiary company, and to acquire and undertake all or any part of the business, property liabilities of any person or corporation carrying on any business which this Company is authorised to carry on.
5. To pay out the funds of the Company all expenses of, and incidental to the formation, registration, advertisement of the Company.
6. To enter into foreign collaboration either technical, financial or otherwise with any authority whether private or government subject to usual consents.
7. To draw, make, discount, execute and issue cheques, bills of exchange, government of India and other promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities whatsoever.
8. To enter into any arrangement, and to take all necessary and proper steps with government or other authorities, national, local or municipal or otherwise for any place in which the Company may have directly or indirectly any interest, and to oppose any steps or measure taken or about to be taken by any person, corporation or authority, which is or may be considered likely directly or indirectly to prejudice the interest of the Company and to promote or assist the promotion, whether directly or indirectly of any legislation which may appear to be in the interest of the Company and to oppose or resist, whether directly or indirectly, any legislation which may seem disadvantageous to the Company and to obtain from any government, authority, or Company any decrees, rights, privileges& concessions.
9. To undertake and execute any trust, the undertaking of which may seem to the Company to be desirable and wither gratuitously or otherwise.

10. To apply the assets of the Company in any way, in or towards the establishment or maintenance or extension of any association, institution or funds in any way connected with any particular trade or business of the Company, or with trade or business in general, including any institution, association, or fund, for protection of interest of members and employers against loss by bad debts, strikes, combinations, accidents, fire, earth quake and any other natural calamity or in any other way whatsoever, or for the benefit of any employee, workman and others at any time employed by the Company or any of its predecessors in business including for the benefit of the families and dependants of such employees, workmen and others, and whether or not in common with other person and in particular of friendly or co-operative or other societies, reading rooms, libraries, educational and charitable institutions, refractories, dining and recreation rooms, places, workshops, schools, hospitals and the like, and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscriptions for any purpose whatsoever.

11. To create any Reserve Fund, Sinking Fund, Insurance Fund, whether For depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for any other purposes conducive to the interest of the Company.

12. To erect, construct, carry on and continue the erection or construction of improve, enlarge, alter or maintain buildings, structures and works of every kind necessary or convenient for the purpose of the Company or its business.

13. To buy, purchase, sell, lease, take on lease, exchange, or otherwise acquire lands, buildings, and hereditaments of any tenure or description in India or elsewhere, whether for residential, business, manufacturing or other purposes and any rights assessment, advantage & privileges relating thereto and either for investment or resale or for trafficking in the same and to turn the same into account as may seem expedient and to construct, alter, improve, decorate, develop, furnish, and maintain office, flats, houses, factories, warehouses, godowns, shops, buildings and other structures, works and conveniences, of all kinds on any of the lands or immovable properties purchased or acquired by the Company and to lease, sell, deal in or otherwise dispose off the same.

14. To insure any of the properties, undertakings, contracts, guarantees or obligations of the Company of every nature and kind, in any manner whatsoever.

15. Subject to the provisions of the Companies Act and the rules made thereunder for the time being in force, to borrow or raise monies or loans for the purposes of the Company by promissory notes, bill of exchange, hundies and other negotiable or transferable instruments or by mortgage, charge, hypothecation or pledge, or by debentures, or by debenture stock convertible into shares of this Company, charged upon all or any of the Company's property and assets, both present and future, movable and immovable, including its uncalled capital upon such terms as the directors may deem expedient, or in such other manner, with or without security, as may be deemed expedient, or to take money on deposit or otherwise(merely for the purpose of financing the business of the Company and to lend money to customer and others having dealing with the Company and to guarantee the performance to contracts by any such persons and to execute all deed, writings and assurances for any of the aforesaid purposes. However, it is clarified that the Company shall not carry on banking business.

16. To open current, fixed or other accounts with any bank, banker, Shroff or Merchants and to pay into and to withdraw moneys from such accounts.
17. To invest the funds of the Company not immediately required, from time to time in such manner and in such assets, properties, securities, shares, bullion, or investments or otherwise as may from time to time be determined by the Directors and from time to time sell or vary all such investments and to execute all assignments, transfers, receipts and documents that may be necessary in that behalf.
18. Upon any issue of shares, debentures, or any other securities of the Company, to employ brokers, commission agents and underwriters and to provide for the remuneration of such persons for their services by payments in cash or by issue of shares, debentures, or other securities of the Company and by the granting of options to take the same in any other manner allowed by law.
19. To enter into partnership or into any arrangements for sharing profits, union of interest, co-operation, joint adventure, reciprocal concession or otherwise with any person or company carrying on or engaged in any business which the company is authorised to carry on.
20. To act in conjunction with, unite or amalgamate with, create or constitute or assist in creating or constituting any other company or association of a kind similar wholly or partly to this Company for the purpose of acquiring all or any of the properties, rights and liabilities of the business or property of any such Company or associations and to acquire and to secure membership, seat, or privilege in and of any association, exchange, market or institution in India or In any part of the World.
21. To enter any arrangement with the Government of India or with any State Government or with any Corporation, Authorities or Body, Supreme, municipal, local or otherwise or with any person or with the Government of any foreign country or with any Foreign Corporation, authority, body or persons that may seem conducive to the Company's objects or any of them and to apply for and obtain and to purchase or otherwise acquire or to join in applying for and obtaining and purchasing or otherwise acquiring, from any such Governments, state, Corporation, Authority, Body or Person any right, power, privileges, licences, decrees, orders, sanctions, grants and concessions whatsoever (whether statutory or otherwise) that may seem conducive to the Company's objects or any of them or which the Company may think it desirable to obtain and acquire and to carry out, exercise and comply with any such arrangements, rights, powers, privileges, licences and comply with any such arrangements, rights, powers, privileges, licences, and comply with any such arrangements, rights, powers, privileges, licences, decrees, orders, sanctions, grants and concessions.
22. To procure the registration or other recognition of the Company, to establish, maintain and regulate agencies, branch places and local registers for the purpose of the Company's business and to carry on business in any part of the world and to take such steps as may be necessary to give to the Company such rights and privileges in any part of the world as are possessed by local companies or partnerships or as may be thought desirable.

23. To adopt such means of making known the activities and products of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest by publication of books, pamphlets and periodicals and by granting prizes, rewards and donations.
24. To sell, dispose off or transfer the business, property and undertaking of the Company or any part thereof for any consideration which the Company may deem fit to accept and in particular for shares, debentures, debenture stock, bonds or securities of any other Company having objects altogether or in part similar to those of this Company.
25. To distribute all or any properties of the Company amongst the members in specie or in kind in the event of winding up of the Company, as provided by law.
26. To carry on the business in the field of multimedia which includes text, audio, graphics, animation, video by developing, acquiring on royalty basis, purchasing, contracting, trading etc. in the content in digital, electronic and print forms including CD-ROMs, video programs, video tapes, floppies, home pages, bulletin boards, internet or other network sites, magazines, newspapers, books, advertising and publicity materials etc. through content creation by designing, gathering data and information and by database creation; through publishing by editing, designing, producing and packaging; and through sales and distribution by acting as principals, as agents, appointing distributors/ retailers; over internet and other networks, broadcasting, telecasting, satellite channels, cables and other modes of communication.
27. To carry online and/or other electronic media the business of proprietors, printers and publishers of newspapers, magazines, pamphlets, journals, dailies, newsletters, reviews, pictorials, annuals, supplements, biographies, autobiographies, books, treaties, pictures, circulars, encyclopedias and other literary works and publications and to produce documentaries, features, cine-films, animation serials, episodes, clippings and to arrange for their transmission and distribution, career sourcing, links, electronic mail, e-commerce and other services and act as an internet service provider, portal sites, web-page designing and hosting hardware, software and other goods sourcing and trading, demonstrations, games, query services, archives, advertisements, store and forward services, chat areas, communications through internet, remote host log-in, file transfer, bulletin boards, cable, TV, television, satellite channels, multimedia, CD ROMs.
28. To carry on the business of organizing and acting as event managers, advisors, consultants, organizers and agents for trade shows, road shows, sales promotion drives, seminars, exhibitions, conferences, conventions, expos, workshops, lectures, demonstrations, meetings, market surveys, research, training programs, fairs and other connected activities including for participants, businesses, organizations, companies, institutions, associations and other entities in or related to information technology and other connected fields and to print, publish, distribute, circulate, disseminate information through releases, pamphlets, journals, reviews, supplements, and circulars for the aforesaid events, including in the print, electronic and web media, internet, press, exhibitions, broadcasting, sky writing, bill-boards, hoardings, motion and talkie pictures, and to construct, acquire build, erect, hire, alter, maintain, enlarge, pull remove and to work, manage, maintain, lease, allot, sell, assign, release, transmit, develop and control any property, ground, space, site, building, structure, pavilion, stalls, theatre, auditorium,

complex, hall and such other structure with or without all amenities and facilities and to purchase, take on lease or tenancy or in exchange, hire or take over options.

29. To act as a market research, market analysis, management and consulting organization, dedicated to the computer, media, communications and information technology industry and to investigate and collect information including technical, market related, managerial, information, know-how, processes, engineering, manufacturing, operating and commercial data, plans, lay-outs and blue-prints useful for the preparation and submission of projects and feasibility reports, manuals, literatures, forms, instructions, analysis, reports, bulletins, telephone supports, briefings in publications and print, digital and electronic form and to provide for and undertake the delivery and holding of lectures, demonstrations, exhibitions, seminars, conferences and meetings in connection therewith.

30. To establish, maintain, run, develop, regulate, improve, provide funds, extend, grants, scholarships, awards, donate for and to aid in the establishment, maintenance, improvement and extension of schools, colleges, polytechnics and other educational institutions including technical, management, medical, engineering, mass media, electronic media, web media, and other new media, sports, scientific and research institutes, vocational training centers, audio educational centers of learning and research and hostels for students and teachers; and also to institute scholarships, stipends, medals, prizes, awards, fellowships to help encourage and support deserving students and to provide fees, books, equipments, monetary aid to students, scholars and teachers and to undertake projects for public in general so as to bring economic, social, rural and educational upliftment."

IV. The liability of the members is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

V. The Authorized Share Capital of the Company is Rs. 23,00,00,000/- (Rupees Twenty Three Crore only) divided into 2,30,00,000 (Two Crore Thirty Lakh only) equity Shares of Rs. 10/- (Rupees Ten) each.*

***Enhancement in authorised share capital and consequent amendment in Memorandum of Association, vide Special Resolution passed at the Extra-ordinary General Meeting held on 23.02.2025 (through postal ballot/remote e-voting process).**

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

Name, address, description and occupation of Subscribers	No. and class of shares taken by each Subscriber	Signature of Subscribers	Signature of witness with address and occupation
1. PRADEEP GUPTA S/o Mr. R.S Gupta R/o 7/16, Bhagwan Das Road, New Delhi-110 001 Occupation: (Business Executive)	1 (One) Equity	Sd/-	
2. KULMOHAN SINGH MEHTA S/o Kulwant Singh Mehta R/o 32-C, DDA Flats (MIG) Rajouri Garden Extn., New Delhi- 110 027 (Business Executive)	1 (One) Equity	Sd/-	
3. MOHAN ABBHI S/o Shri. O.P. Abbhi R/o L - 52, Kalkaji New Delhi- 110 019 (Service)	1 (One) Equity	Sd/-	
4. SUBHASH GOEL S/o Shri Ramrakshpal L -2/36 B, kalkaji, DDA Flats, New Delhi (Service)	1 (One) Equity	Sd/-	
5. DEEPA AGARWAL W/o Dr. A.K Agarwal P-218-B, Lake Terrace Extn., Calcutta-700 029 (House Wife)	1 (One) Equity	Sd/-	
6. ANSANA MEHTA W/o Mr. K.S. Mehta C-32, DDA Flats (MIG) Rajouri Garden Extn., New Delhi-110 027 (House Wife)	1 (One) Equity	Sd/-	
7. SWARN KAUR W/o Mr. Kulwant Singh C-32, DDA Flats (MIG) Rajouri Garden Extn., New Delhi- 110 027 (House Wife)	1 (One) Equity	Sd/-	
Total shares taken:	7 (Seven)		

Dated: 27th day of August, 1982

Place: New Delhi

Signature of all Subscribers attested

Sd/-
(N.K. Goel)
F.C.A.
S/o Shri B.L. Goel,
32, Regal Buildings, Sansad Marg, New Delhi- 110 001

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES
(Incorporated under the Companies Act, 1956)

ARTICLES OF ASSOCIATION
OF
CYBER MEDIA (INDIA) LIMITED

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed through postal ballot (including electronic voting) on 20th January, 2017 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

TABLE 'F' EXCLUDED

1. (1) The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.
- (2) The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.

Interpretation

2. (1) In these Articles —
 - (a) "Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.
 - (b) "Articles" means these articles of association of the Company or as altered from time to time.
 - (c) "Board of Directors" or "Board", means the collective body of the directors of the Company.
 - (d) "Company" means Cyber Media (India) Limited.
 - (e) "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.
 - (f) "Seal" means the common seal of the Company.
- (2) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.
- (3) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.

Share capital and variation of rights

3. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under

the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

4. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.

5. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:

(a) Equity share capital:

- (i) with voting rights; and / or
- (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and

(b) Preference share capital

6. (1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide –

(a) one certificate for all his shares without payment of any charges; or

(b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.

(2) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(3) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

7. A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.

8. If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.

9. The provisions of the foregoing Articles relating to issue of certificates shall *mutatis mutandis* apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.

10. (1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.

(2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.

(3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

11. (1) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.

(2) To every such separate meeting, the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply.

12. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

13. Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.

14. (1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to –

(a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or

(b) employees under any scheme of employees' stock option; or

(c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

(2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

Lien

15. (1) The Company shall have a first and paramount lien –

(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:

Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

(2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.

(3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.

16. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien: Provided that no sale shall be made—

- (a) unless a sum in respect of which the lien exists is presently payable; or
- (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.

17. (1) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

(2) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.

(4) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.

18. (1) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

(2) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

19. In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

20. The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Calls on shares

21. (1) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.

(2) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.

(3) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.

(4) A call may be revoked or postponed at the discretion of the Board.

22. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.

23. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

24. (1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.

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

25. (1) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(2) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

26. The Board –

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board.

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

27. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.

28. All calls shall be made on a uniform basis on all shares falling under the same class.

Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.

29. Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.

30. The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Transfer of shares

31. (1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.

(2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

32. The Board may, subject to the right of appeal conferred by the Act decline to register –

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the Company has a lien.

33. In case of shares held in physical form, the Board may decline to recognize any instrument of transfer unless –

- (a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;
- (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- (c) the instrument of transfer is in respect of only one class of shares.

34. On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty five days in the aggregate in any year.

35. The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Transmission of shares

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

(2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

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

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or insolvent member could have made.

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

(3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.

38. (1) 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.

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

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

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

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

40. The provisions of these Articles relating to transmission by operation of law shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Forfeiture of shares

41. If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.

42. The notice aforesaid shall:

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

43. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

44. Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.

45. When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.

46. The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.

47. (1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.

(2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

48. (1) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.

(2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.

(3) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

49. (1) A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

(2) The Company may receive the consideration, if any, given for the share on any sale, re-allotment 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;

(3) The transferee shall thereupon be registered as the holder of the share; and

(4) 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, re-allotment or disposal of the share.

50. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.

51. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.

52. The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.

53. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

54. The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Alteration of capital

55. Subject to the provisions of the Act, the Company may, by ordinary resolution –

(a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;

(b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;

(c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(e) 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.

56. Where shares are converted into stock:

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;

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

(c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively.

57. The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, —

- (a) its share capital; and/or
- (b) any capital redemption reserve account; and/or
- (c) any securities premium account; and/or
- (d) any other reserve in the nature of share capital.

Joint Holders

58. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:

- (a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.
- (b) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.
- (c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.
- (d) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.
- (e) (i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at

any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof.

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

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

Capitalisation of profits

59. (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve —

(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, 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 provision contained in clause (3) below, either in or towards :

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

(B) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B).

(3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, 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 Article.

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

(a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and

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

(2) The Board shall have power—

(a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and

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

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

Buy-back of shares

61. Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

General meetings

62. All general meetings other than annual general meeting shall be called extraordinary general meeting.

63. The Board may, whenever it thinks fit, call an extraordinary general meeting.

Proceedings at general meetings

64. (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(2) No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.

(3) The quorum for a general meeting shall be as provided in the Act.

65. The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.

66. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

67. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by poll or electronically, choose one of their members to be Chairperson of the meeting.

68. On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.

69. (1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.

(2) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting –

(a) is, or could reasonably be regarded, as defamatory of any person; or

(b) is irrelevant or immaterial to the proceedings; or

(c) is detrimental to the interests of the Company.

(3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.

(4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.

70. (1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:

- (a) be kept at the registered office of the Company; and
- (b) be open to inspection of any member without charge, during business hours on all working days other than Saturdays.

(2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in sub-clause (1) above:

Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.

71. The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.

Adjournment of meeting

72. (1) The Chairperson may, *suo motu*, adjourn the meeting from time to time and from place to place.

- (2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (4) Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

73. Subject to any rights or restrictions for the time being attached to any class or classes of shares –

- (a) on a show of hands, every member present in person shall have one vote; and
- (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

74. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.

75. (1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

76. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.

77. Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

78. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

79. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.

80. A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.

81. Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

Proxy

82. (1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.

(2) The instrument appointing a proxy and the power-of attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

83. An instrument appointing a proxy shall be in the form as prescribed in the Rules.

84. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

85. (1) Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than 14 (fourteen).

(2) The following are the first directors of the Company:

(i) Mr. Pradeep Gupta; (ii) Mr. Kulmohan Singh Mehta; and (iii) Prof. Ashok Aggarwal

86. (1) The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company.

(2) The same individual may be Chairperson and Managing Director/ Chief Executive Officer.

87. (1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting.

(3) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—

(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or

(b) in connection with the business of the Company.

88. All cheques, promissory notes, drafts, *hundis*, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

89. (1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.

(2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.

90. (1) The Board may appoint an alternate director to act for a director (hereinafter in this Article called “the Original Director”) during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.

(2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.

(3) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

91. (1) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.

(2) The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.

Powers of Board

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

Proceedings of the Board

93. (1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(2) The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board.

(3) The quorum for a Board meeting shall be as provided in the Act.

(4) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

94. (1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

95. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.

(1) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

97. (1) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit.

(2) Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

(3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

98. (1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.

(2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

99. (1) A Committee may meet and adjourn as it thinks fit.

(2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.

(3) In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.

100. All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

101. Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.

Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer

102. (a) Subject to the provisions of the Act,—

A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.

(b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

Registers

103. The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during business hours on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

104. (a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register.

(b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, *mutatis mutandis*, as is applicable to the register of members.

The Seal

105. (1) The Board shall provide for the safe custody of the seal.

(2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

Dividends and Reserve

106. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.

107. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.

108. (1) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for

equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

(2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

109. (1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

(2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.

(3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

110. (1) The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

(2) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.

111. (1) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

(3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.

112. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

113. No dividend shall bear interest against the Company.

114. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

Accounts

115. (1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.

(2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.

Winding up

116. Subject to the applicable provisions of the Act and the Rules made thereunder –

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

Indemnity and Insurance

117. (a) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.

(b) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

(c) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

General Power

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

Name, address, description and occupation of Subscribers	Signature of Subscriber	Signature of witness with address and occupation
1. PRADEEP GUPTA S/o Mr. R.S Gupta R/o 7/16, Bhagwan Das Road, New Delhi-110 001 Occupation: (Business Executive)	Sd/-	
2. KULMOHAN SINGH MEHTA S/o Kulwant Singh Mehta R/o 32-C, DDA Flats (MIG) Rajouri Garden Extn., New Delhi- 110 027 (Business Executive)	Sd/-	
3. MOHAN ABBHI S/o Shri. O.P. Abbhi R/o L - 52, Kalkaji New Delhi- 110 019 (Service)	Sd/-	
4. SUBHASH GOEL S/o Shri Ramrakshpal L -2/36 B, Kalkaji, DDA Flats New Delhi (Service)	Sd/-	
5. DEEPA AGARWAL W/o Dr. A.K Agarwal P-218-B, Lake Terrace Extn. Calcutta-700 029 (House Wife)	Sd/-	
6. ANSANA MEHTA W/o Mr. K.S. Mehta C-32, DDA Flats (MIG) Rajouri Garden Extn., New Delhi-110 027 (House Wife)	Sd/-	
7. SWARN KAUR W/o Mr. Kulwant Singh C-32, DDA Flats (MIG) Rajouri Garden Extn., New Delhi- 110 027 (House Wife)	Sd/-	

Dated: 27th day of August, 1982

Place: New Delhi

Signature of all Subscribers attested
Sd/-
(N.K.Goel)

F.C.A.
S/o Shri B.L.Goel,
32, Regal Buildings, Sansad Marg, New Delhi- 110 001

IN THE HIGH COURT OF DELHI AT NEW DELHI

(ORIGINAL JURISDICTION)

COMPANY PETITION NO. 475 OF 2010

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High Court of Delhi

CONNECTED WITH

COMPANY APPLICATION NO. (M) 162 OF 2010

IN THE MATTER OF THE COMPANIES ACT, 1956 (1 OF 1956)

SECTION 391 AND 394

AND

IN THE MATTER OF AMALGAMATION OF

CYBERMEDIA INDIA ONLINE LIMITED

(The Transferor Company No.1)

AND

CYBER MEDIA DIGITAL LIMITED

(The Transferor Company No.2)

AND

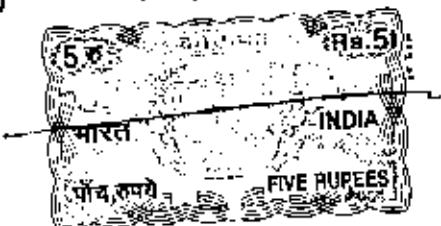
CYBER MEDIA EVENTS LIMITED

(The Transferor Company No.3)

AND

CYBER HOLDINGS LIMITED

(The Transferor Company No.4)



WITH

CYBER MEDIA (INDIA) LIMITED

(The Transferee Company)

MEMO OF PARTIES

1.	CYBERMEDIA INDIA ONLINE LIMITED A Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at D-74 Panchsheel Enclave, New Delhi-110017.	PETITIONER / TRANSFEROR COMPANY NO.1
2.	CYBER MEDIA DIGITAL LIMITED A Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at D-74 Panchsheel Enclave, New Delhi-110017.	PETITIONER / TRANSFEROR COMPANY NO.2

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High Court, New Delhi
Authorised Under Section 70
Indian Evidence Act

3. **CYBER MEDIA EVENTS LIMITED**
A Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at D-74 Panchsheel Enclave, New Delhi-110017.

**PETITIONER / TRANSFEROR
COMPANY NO.3**

4. **CYBER HOLDINGS LIMITED**
A Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at D-74 Panchsheel Enclave, New Delhi-110017.

**PETITIONER / TRANSFEROR
COMPANY NO.4**

5. **CYBER MEDIA (INDIA) LIMITED**
A Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at D-74 Panchsheel Enclave, New Delhi-110017.

**PETITIONER / TRANSFEREE
COMPANY**

Place: New Delhi
Date:


MUKESH SUKHIJA
M. Com, ACS, LLB
Counsel for the Petitioners
'Aastha' LP-11C, Pitampura,
New Delhi-110088

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Examination-Department
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IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF AMALGAMATION
OF
COMPANY PETITION NO.475/2010
CONNECTED WITH
COMPANY APPLICATION (M) NO.162/2010

IN THE MATTER OF M/s Cybermedia India Online Ltd.
having its Regd. Office at:
D-74, Panchsheel Enclave,
New Delhi-110017
...Petitioner/Transferor Company No.1

IN THE MATTER OF M/s Cyber Media Digital Ltd.
having its Regd. Office at:
D-74, Panchsheel Enclave,
New Delhi-110017
...Petitioner/Transferor Company No.2

IN THE MATTER OF M/s Cyber Media Events Ltd.
having its Regd. Office at:
D-74, Panchsheel Enclave,
New Delhi-110017
...Petitioner/Transferor Company No.3

IN THE MATTER OF M/s Cyber Holdings Ltd.
having its Regd. Office at:
D-74, Panchsheel Enclave,
New Delhi-110017
...Petitioner/Transferor Company No.4

WITH
IN THE MATTER OF M/s Cyber Media (India) Ltd.
having its Regd. Office at:
D-74, Panchsheel Enclave,
New Delhi-110017
...Petitioner/Transferee Company

BEFORE HON'BLE MR. JUSTICE MANMOHAN
DATED THIS THE 18th DAY OF FEBRUARY, 2011

ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

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High Court of Delhi
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Indian Evidence Act

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The above petition came up for hearing on 18/02/2011 for sanction of Scheme of Amalgamation proposed to be made of M/s Cybermedia India Online Ltd. (hereinafter referred to as Transferor Company No.1); M/s Cyber Media Digital Ltd. (hereinafter referred to as Transferor Company No.2); M/s Cyber Media Events Ltd. (hereinafter referred to as Transferor Company No.3); M/s Cyber Holdings Ltd. (hereinafter referred to as Transferor Company No.4) with M/s Cyber Media (India) Ltd. (hereinafter referred to as Transferee Company). The Court examined the petition; the order dated 17/09/2010, passed in CA(M) 162/2010, whereby the requirement of convening and holding the meetings of the Equity Shareholders of all the Transferor Companies, Secured Creditors of the Transferor Companies Nos.1, 2 & the Transferee Company and Unsecured Creditors of the Transferor Companies Nos.1, 2 & 4 was dispensed with and the meetings of the Equity Shareholders and Unsecured Creditors of the Transferee Company were ordered to be convened for the purpose of considering and, if thought fit, approving with or without modification, the Scheme of Amalgamation annexed to the affidavits dated 27/08/2010 of Ms. Shilpi Gupta, Authorized Signatory/Company Secretary of the Petitioner Companies; there being no Secured Creditors of the Transferor Companies Nos. 3 & 4 and also no Unsecured Creditors of the Transferor Company No.3 and the publication in the newspapers namely 'The Financial Express' (English) dt. 24/09/2010 and Jansatta (Hindi) dated 23/09/2010 containing the advertisement of the notice convening the said meetings and the affidavits of Chairpersons/Alternate Chairpersons showing the publication and despatch of the notices convening the said meetings and also the report of the Chairpersons/Alternate Chairpersons as to the result of the said meetings.

The Court also examined the affidavit dated 15/02/2011 of the Regional Director, Northern Region, Ministry of Corporate Affairs wherein the

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objection taken with regard to the condition that the company shall lock-in 25% of new shares, was dismissed by the Court upon the undertaking given by the Transferee Company.

Upon hearing Mr. Mukesh Sukhija, Advocate for the Petitioners, Mr. Rajiv Bahl, Advocate for the Official Liquidator and Mr. K. S. Pradhan, Dy. Registrar of Companies and in view of the approval of the Scheme of Amalgamation without any modification by the Equity Shareholders of all the Transferor Companies, Secured Creditors of the Transferor Companies Nos.1, 2 & the Transferee Company and Unsecured Creditors of the Transferor Companies Nos.1, 2 & 4 and in view of the affidavit of the Official Liquidator dated 11/02/2011 stating therein that the affairs of the Transferor Companies have not been conducted in a manner prejudicial to the interest of its Members or to public interest and there being no investigation proceedings pending in relation to the Petitioner Companies under Section 235 to 251 of the Companies Act, 1956,

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF AMALGAMATION set forth in Schedule-I annexed hereto and Doth hereby declare the same to be binding on all the Shareholders & Creditors of the Petitioner Companies and all concerned and doth approve the said Scheme of Amalgamation with effect from the appointed date i.e. 01/04/2009.

AND THIS COURT DOTH FURTHER ORDER:

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

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High Court of Delhi
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Indian Evidence Act

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2. That all the liabilities and duties of the Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and
3. That all the proceedings now pending by or against the Transferor Companies be continued by or against the Transferee Company; and
4. That the Transferee Company do without further application allot to such members of the Transferor Companies as have not given such notice of dissent as is required by Clause 9.1 given in the Scheme of Amalgamation herein the shares in the Transferee Company to which they are entitled under the said Amalgamation; and
5. That the Transferor Companies do within 30 days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Companies shall be dissolved without undergoing the process of winding up and the Concerned Registrar of Companies shall place all documents relating to the Transferor Companies and registered with him on the file kept in relation to the Transferee Company and the files relating to the said Transferor and Transferee Companies shall be consolidated accordingly; and
6. It is clarified that this order will not be construed as an order granting exemption from payment of stamp duty that is payable in accordance with law; and
7. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

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High Court of Court of
Authorised Under Section 20
Indian Evidence Act

Schedule - I

SCHEME OF AMALGAMATION
OF
CYBERMEDIA INDIA ONLINE LIMITED

(The Transferor Company No.1)
AND
CYBER MEDIA DIGITAL LIMITED

(The Transferor Company No.2)
AND
CYBER MEDIA EVENTS LIMITED

(The Transferor Company No.3)
AND
CYBER HOLDINGS LIMITED

(The Transferor Company No.4)
WITH
CYBER MEDIA (INDIA) LIMITED

(The Transferee Company)

UNDER SECTIONS 391 & 394 OF THE COMPANIES ACT, 1956

1.1 DEFINITIONS

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

- a. "The Act" means the Companies Act, 1956 (1 of 1956) and the Rules made there under;
- b. "The Appointed Date" means commencement of business on 1st April, 2009 or such other date as the Hon'ble High Court(s) may direct.

For CYBER MEDIA DIGITAL LTD.

For Cyber Media Events Ltd.

FOR CYBERMEDIA INDIA ONLINE LIMITED

Shilpa
AUTHORISED SIGNATORY

For Cyber Holdings Ltd

Shilpa
Authorised Signatory

Cyber Media (India) Limited

Shilpa
Company Secretary

Shilpa
Authorised Signatory

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Examiner Judicial Department
High Court of Delhi of
Authorised Under Section 39
Indian Evidence Act

c. "The Effective Date" means the date on which the transfer and vesting of the entire undertakings of the Transferor Companies shall take effect, i.e., the date as specified in Clause 5 of this Scheme.

d. "This Scheme" or "the Scheme" means the present Scheme of Amalgamation framed under the provisions of sections 391 and 394 of the Companies Act, 1956, and other applicable provisions, if any, where under the Transferor Companies is proposed to be amalgamated with the Transferee Company in the present form or with any modification(s) approved or imposed or directed by Members/Creditors of the respective Companies and/or by any competent authority and/or by the Hon'ble High Court(s).

e. "The Transferor Companies" means and includes:

i. "The Transferor Company No.1" means CYBERMEDIA INDIA ONLINE LIMITED being a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at D-74, Panchsheel Enclave, New Delhi-110017.

ii. "The Transferor Company No.2" means CYBER MEDIA DIGITAL LIMITED being a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at D-74, Panchsheel Enclave, New Delhi-110017.

iii. "The Transferor Company No.3" means CYBER MEDIA EVENTS LIMITED being a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at D-74, Panchsheel Enclave, New Delhi-110017.

For Cyber Holdings Ltd

Shilp IV. "The Transferor Company No.4" means CYBER HOLDINGS LIMITED being *Authorised Signatory* a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at D-74, Panchsheel Enclave, New Delhi-110017.

FOR CYBERMEDIA INDIA ONLINE LIMITED

Shilp AUTHORISED SIGNATORY

Shilp Authorised Signatory

Certified to be true *Shilp* Signature
Examining Judicial Department
High Court of Delhi
Authorised on 13th January 2017
Indian Evidence Act

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(68)

f. "The Transferee Company" means CYBER MEDIA (INDIA) LIMITED being a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at D-74, Panchsheel Enclave, New Delhi-110017.

1.2 SHARE CAPITAL

I. The present Authorised Share Capital of the Transferor Company No.1 is Rs.1,50,00,000/- (Rupees One Crore Fifty lacs Only) divided into 1,50,00,000 (One Crore Fifty lacs) Equity Shares of Rs. 1/- (Rupees One) each. The present Issued, Subscribed and Paid-up Share Capital is Rs. 1,24,35,700/- (Rupees One Crore Twenty Four Lacs Thirty Five Thousand Seven hundred Only) divided into 1,24,35,700 (One Crore Twenty Four Lacs Thirty Five Thousand Seven hundred) Equity Shares of Rs.1/- (Rupees One) each.

ii. The present Authorised Share Capital of the Transferor Company No.2 is Rs. 15,00,000/- (Rupees Fifteen Lacs Only) divided into 1,50,000 (One Lac Fifty thousand) Equity Shares of Rs. 10/- (Rupees Ten) each. The present Issued, Subscribed and Paid-up Share Capital of the Company is Rs. 10,00,700/- (Rupees Ten Lacs Seven Hundred Only) divided into 1,00,070 (One Lac Seventy) Equity Shares of Rs. 10/- (Rupees Ten) each.

iii. The present Authorised Share Capital of the Transferor Company No.3 is Rs. 10,00,000/- (Rupees Ten Lacs Only) divided into 1,00,000 (One Lac) Equity Shares of Rs. 10/- (Rupees Ten) each. The present Issued, Subscribed and Paid-up Share Capital of the Company is Rs. 5,00,700/- (Rupees Five Lacs and Seven Hundred Only) divided into 50,070 (Fifty Thousand Seventy) Equity Shares of Rs. 10/- (Rupees Ten) each.

iv. The present Authorised Share Capital of the Transferor Company No.4 is Rs. 10,00,000/- (Rupees Ten Lacs Only) divided into 1,00,000 (One Lac) Equity Shares of Rs. 10/- (Rupees Ten) each. The present Issued, Subscribed and Paid-up Share Capital of the Company is Rs. 5,00,700/- (Rupees Five Lacs and Seven Hundred Only) divided into 500,70 (Fifty Thousand Seventy) Equity Shares of Rs. 10/- (Rupees Ten) each.

Cyber Media (India) Limited

For Cyber Holdings Ltd

v. The present Authorised Share Capital of the Transferee Company is Rs. 12,50,00,000/- (Rupees Twelve Crore Fifty Lacs only) divided into 1,25,00,000 (One Crore Twenty Five Lacs) Equity Shares of Rs. 10/- (Rupees Ten) each.

FOR CYBERMEDIA INDIA ONLINE LIMITED For CYBER MEDIA DIGITAL LTD. For Cyber Media Events Ltd.

Shilpi
AUTHORISED SIGNATORY

Shilpi
Authorised Signatory

Shilpi
Certified to be True Copy

Shilpi
Authorised Signatory

Exhibt. No. 10
Authorised Signatory
Indian Evidence Act

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(H)

The present Issued, Subscribed and Paid-up Share Capital of the Company is Rs.10,00,12,420/- (Rupees Ten Crore Twelve Thousand Four Hundred Twenty Only) divided into 1,00,01,242 (One Crore One Thousand Two Hundred Forty Two) Equity Shares of Rs. 10/- (Rupees Ten) each.

2. TRANSFER OF UNDERTAKING

a. With effect from the commencement of business on 1st April, 2009, i.e., the Appointed Date, subject to the provisions of the Scheme in relation to the modalities of transfer and vesting, the undertaking and entire business and all immovable properties where so ever situated and incapable of passing by physical delivery and also all other assets, capital work-in-progress, current assets, investments, bookings and advances against bookings for/in residential and commercial plots and buildings, powers, authorities, allotments, approvals and consents, licenses, registrations, contracts, engagements, arrangement, rights, intellectual property rights, titles, interests, benefits and advantages of whatsoever nature belonging to or in the ownership, power, possession, control of or vested in or granted in favour of or enjoyed by the Transferor Companies, including but without being limited to, all licenses, liberties, easements, advantages, benefits, privileges, leases, tenancy rights, ownership, intellectual property rights including trade marks, brands, copy rights, quota rights, subsidies, capital subsidies, concessions, exemptions, sales tax exemptions, concessions/ obligations under EPCG/Advance/DEPB licenses, approvals, clearances, environmental clearances, authorizations, certification, quality

Cyber Media (India) Ltd, telecommunication, utilities, electricity connections, electronics and computer link ups,

Shilpi services of all types, reserves, provisions, funds, benefit of all agreements and Company Secretary all other interests arising to the Transferor Companies (hereinafter collectively

referred to as "the said assets") shall, without any further act or deed or without

For Cyber Holdings Ltd

payment of any duty or other charges, be transferred to and vested in the

Shilpi Transferee Company pursuant to the provisions of Section 394 of the Act, for

Authorised Signatory all the estate, right, title and interest of the Transferor Companies therein so as

For CYBER MEDIA DIGITAL LTD. For Cyber Media Events Ltd

FOR CYBERMEDIA INDIA ONLINE LIMITED

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to become the property of the Transferee Company but, subject to mortgages, charges and encumbrances, if any, then affecting the undertaking of the Transferor Companies without such charges in any way extending to the undertaking of the Transferee Company.

b. Notwithstanding what is provided herein above, it is expressly provided that in respect to such of the said assets as are movable in nature or are otherwise capable of being transferred by physical delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Companies to the Transferee Company after the Scheme is duly sanctioned and given effect to without requiring any order of the Court or any deed or instrument of conveyance for the same or without the payment of any duty or other charges and shall become the property of the Transferee Company accordingly.

c. On and from the Appointed Date, all liabilities, provisions, duties and obligations including Income Tax and other statutory liabilities, if any, of every kind, nature and description of the Transferor Companies whether provided for or not in the books of accounts of the Transferor Companies shall devolve and shall stand transferred or be deemed to be transferred without any further act or deed, to the Transferee Company with effect from the Appointed Date and shall be the liabilities, provisions, duties and obligations of the Transferee Company.

d. Without prejudice to the generality of the provisions contained in Clauses 2.a, 2.b and 2.c above, upon the Scheme becoming effective, the Transferee Company shall file such forms as may be required or necessary with the Registrar of Companies with respect to the charges and mortgages created or to be created.

Shilpi
For Cyber Media Ltd

Cyber Media (India) Limited

Shilpi
Authorised Signatory

Shilpi
Company Secretary

3. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

For CYBER MEDIA DIGITAL LTD, For Cyber Media Events Ltd.

FOR CYBER MEDIA ONLINE LIMITED

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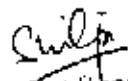
a. Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature, to which the Transferor Companies is a party, subsisting or having effect immediately before or after the Effective date, shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually, as if instead of the Transferor Companies, the Transferee Company had been a party thereto.

b. The transfer of the said assets and liabilities of the Transferor Companies to the Transferee Company and the continuance of all the contracts or legal proceedings by or against the Transferee Company shall not affect any contract or proceedings relating to the said assets or the liabilities already concluded by the Transferor Companies on or after the Appointed Date.

c. The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of the secured creditors of the Transferor Companies or in favour of any other party to any contract or arrangement to which the Transferor Companies are a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of this Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and, to implement and carry out all such formalities or compliance referred to above on the part/behalf of the Transferor Companies to be carried out or performed.

Cyber Media (India) Limited

4. **LEGAL PROCEEDINGS**


Shilpa
Company Secretary

All legal proceedings of whatever nature by or against the Transferor Companies pending on the Effective Date, shall not be abated, be discontinued

For Cyber H Miners Ltd

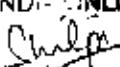
or be, in any way, prejudicially affected by reason of the transfer of the

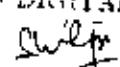
Authorised Signatory undertaking of the Transferor Companies or of anything contained in this

Scheme but the proceedings may be continued, prosecuted and enforced by or

FOR CYBERMEDIA INDIA ONLINE LIMITED *For CYBER MEDIA + DIGITAL LTD.*

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Examining Officer, Central Department
Authorised Under Section 65
Indian Evidence Act

against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if the Scheme had not been made.

5. OPERATIVE DATE OF THE SCHEME

This Scheme, though operative from the Appointed Date, shall be effective from the last of the dates on which certified copies of the High Court(s) order under Sections 391 and 394 of the Act are filed in the office(s) of the concerned Registrar of Companies.

6. DISSOLUTION OF TRANSFEROR COMPANIES

On this Scheme, becoming effective as provided in Clause 5 above, the Transferor Companies shall stand dissolved without winding up.

7. EMPLOYEES OF TRANSFEROR COMPANIES

a. All the employees of the Transferor Companies in service on the date immediately preceding the date on which the Scheme finally takes effect, i.e., the Effective Date, shall become the employees of the Transferee Company on such date without any break or interruption in service and upon terms and conditions not less favorable than those subsisting in the concerned Transferor Companies on the said date.

b. Provident Fund, Gratuity Fund, Superannuation Fund and any other special fund or trusts created or existing for the benefit of the employees of the Cyber Media (India) Transferor Companies, if any, upon the Scheme becoming finally effective,

Shyam the Transferee Company shall stand substituted for the Transferor Company Secretary Companies for all purposes and intents, whatsoever, relating to the administration or operation of such schemes or funds or in relation to the obligation to make contributions to the said funds in accordance with the

For Cyber Holdings Ltd provisions of such funds. It is the intent that all the rights, duties, powers and

Shyam obligations of the Transferor Companies in relation to such funds shall become *Authorised Signatory* those of the Transferee Company. It is clarified that the services of the

For Cyber Media Events Ltd FOR CYBERMEDIA INDIA ONLINE LIMITED *Shyam*

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High Court of Delhi
Authorised Under Section
Indian Evidence Act

employees of the Transferor Companies will be treated as having been continued for the purpose of the aforesaid funds or provisions.

8. CONDUCT OF BUSINESS BY TRANSFEROR & TRANSFeree COMPANIES

8.1 From the Appointed Date until the Effective Date, the Transferor Companies

- a. Shall stand possessed of all its assets and properties referred to in Clause 2 above, in trust for the Transferee Company.
- b. Shall be deemed to have carried on business and activities for and on behalf of and for the benefit and on account of the Transferee Company. Any income or profit accruing to the Transferor Companies and all costs, charges and expenses or loss arising or incurring by the Transferor Companies on and from the Appointed Date shall, for all purposes and intents, be treated as the income, profits, costs, charges, expenses or loss, as the case may be, of the Transferee Company.

8.2 With effect from the Effective Date and till such times the names of the Bank accounts of the Transferor Companies would be replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the banks accounts of the Transferor Companies in the names of the Transferor Companies in so far as may be necessary.

9. CONSIDERATION

9.1 Upon the Scheme finally coming into effect and in consideration of the transfer Cyber Media (India) Limited and vesting of all the said assets and liabilities of the Transferor Company No.1

Shilp to the Transferee Company in terms of the Scheme, the Transferee Company Company Secretary shall, without any further application or deed, issue and allot Equity Share(s) of

For Cyber Holdings Ltd the face value of Rs. 10/- each in the Transferee Company, credited as fully

Shilp paid up, to the Members of the Transferor Company No.1 whose names

Authorised Signatory appear in the Register of Members as on a particular date (Record Date), to be FOR CYBERMEDIA INDIA ONLINE LIMITED *For CYBER MEDIA DIGITAL LTD* *For Cyber Media Events Ltd*

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fixed by the Board of Directors of the Transferee Company, in the following ratio:

"1(One) Equity Share of Rs.10/- (Rupees Ten) each of the Transferee Company for every 2 (Two) Equity Share of Rs.1/- (Rupees One) each held in the Transferor Company No.1."

9.2 The Equity Shares to be issued in terms of Para 9.1 above shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company. The new Equity Shares shall rank pari passu in all respects, including dividend, with the existing Equity Shares of the Transferee Company.

9.3 Any fraction arising on account of the issuance of new shares to the Transferor Company No.1 in terms of the share exchange ratio shall be rounded off to nearest one.

9.4 All the New Equity Shares, so issued and allotted by the Transferee Company to the Transferor Company No.1 in terms of Para 9.1 above shall be listed and/or admitted to trading on the relevant Stock Exchange(s) in India, where the existing Equity shares of the Transferee Company are listed. The Transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with applicable laws or regulations for complying with the formalities of the said Stock Exchange(s).

9.5 The members of the Transferee Company, on approval of the Scheme, shall be deemed to have given their approval u/s 81(1A) of the Act and other applicable provisions, if any, for issue of fresh Equity Shares to the Members of the

For Cyber H Indias Ltd Transferor Company No.1 in terms of Para 9.1 above. Cyber Media (India) Limited

Shilp
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Shilp
Company Secretary

9.6 There will be no issue and allotment of shares by the Transferee Company in consideration of amalgamation of the Transferor Company No.1 in respect of FOR CYBERMEDIA INDIA ONLINE LIMITED *For CYBER MEDIA DIGITAL LTD, For Cyber Media Events Ltd.*

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Examining Officer
Hindi Department
Central Board of Direct Taxes
Authorised Under Section 143
Indian Evidence Act

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the shares held by the Transferee Company or its nominees which shall stand cancelled upon the scheme becoming finally effective. Also, there will be no issue and allotment of shares by the Transferee Company in consideration of amalgamation of the Transferor Company No.2, Transferor Company No.3 and Transferor Company No.4 with the Transferee Company as the entire issued, subscribed and paid up share capital of the Transferor Company No.2, Transferor Company No.3 and Transferor Company No.4 is held by the Transferee Company or its nominees which shall stand cancelled upon the scheme becoming finally effective.

10. UPON THIS SCHEME BECOMING FINALLY EFFECTIVE:

- a. Entire issued share capital and share certificates of the Transferor Companies shall automatically stand cancelled.
- b. Cross holding of shares between the Transferor Companies and/or between the Transferor and the Transferee Companies on the record date, if any, shall stand cancelled. Approval of this Scheme by the Shareholders and/or Creditors of the Transferor and the Transferee Companies, as the case may be, and sanction by the High Court under section 391 and 394 of the Companies Act, 1956, shall be sufficient compliance with the provisions of sections 100 to 104 of the Companies Act, 1956, rule 85 of the Companies (Court) Rules, 1959, and other applicable provisions, if any, relating to the reduction of share capital on cancellation of cross holding, if any.

Cyber Media (India) Limited

Shyam The Authorized Share Capital of the Transferor Companies will get merged to form new Authorized Share Capital of Cyber Media (India) Company Secretary

Shyam For Cyber Holdings Ltd.

capital of the Transferee Company shall stand increased to this extent

without payment of any fees or charges to the Registrar of Companies and/or to any other government authority and the Memorandum of

Shyam For Cyber Media Events Ltd.

FOR CYBERMEDIA INDIA LIMITED FOR CYBER MEDIA DIGITAL LTD.

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Association of the Transferee Company shall without any further act, instrument or deed be and stand altered, modified and amended pursuant to Sections 16, 31, 94 and 394 and other applicable provisions of the Companies Act, 1956 as follows:-

Clause V of the Memorandum of Association of the Transferee Company shall read as under:

"The Authorized Share Capital of the Company is Rs 14,35,00,000/- (Rupees Fourteen Crore Thirty Five Lacs Only) divided into 1,43,50,000 (One Crore Forty Three Lacs Fifty Thousand) Equity Shares of Rs 10/- (Rupees Ten) each".

d. The Transferee Company shall increase/modify its Authorised Share Capital for implementing the terms of the Scheme, to the extent necessary.

11. ACCOUNTING FOR AMALGAMATION

Upon the Scheme becoming effective, amalgamation of the Transferor Companies with the Transferee Company will be accounted in the following manner:

a. The amalgamation shall be an 'Amalgamation in the nature of Merger' as defined in the Accounting Standard (AS) 14 issued by the Institute of Chartered Accountants of India and shall be accounted for under the 'pooling of interests' method in accordance with the said AS-14.

Cyber Media (India) Limited

Shilp Company Secretary
For Cyber Holdings Ltd. Accordingly, all the assets and liabilities recorded in the books of the Transferor

Shilp Companies shall be transferred to and vested in the Transferee Company

Shilp ~~Authorised Signatory~~ pursuant to the Scheme and shall be recorded by the Transferee Company at FOR CYBERMEDIA E-COMMERCE LIMITED *For CYBER MEDIA DIGITAL LTD.* *For Cyber Media Event*

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Authorised Signatory Section 13
of the Indian Evidence Act

the respective book values in the books of the Transferor Companies respectively, as on the Appointed Date.

- c. Inter-company balances, if any, will stand cancelled.
- d. All the reserves of the Transferor Companies under different heads shall become the corresponding reserves of the Transferee Company. The debit balance of the Profit & Loss Account of the Transferor/Transferee Companies, if any, will be adjusted/offset against the credit balance of the Profit & Loss Account of the (other) Transferor/Transferee Companies.
- e. In terms of the provisions of the Accounting Standard 14, any surplus/deficit arising out of Amalgamation shall be adjusted in the General Reserve of the Transferee Company.
- f. Accounting policies of the Transferor Companies will be harmonized with that of the Transferee Company following the amalgamation.

12. APPLICATION TO HIGH COURTS

- a. The Transferor Companies and the Transferee Company hereto shall, make an joint applications under Sections 391 and 394 of the said Act to the Hon'ble High Court of Delhi, at New Delhi for sanctioning this Scheme and for dissolution of the Transferor Companies without winding up and other connected matters.

For Cyber Holdings Ltd

Cyber Media (India) Limited

Authorised Signatory MODIFICATIONS/AMENDMENTS TO THE SCHEME

Company Secretary

For CYBER MEDIA DIGITAL LTD.

For Cyber Media Events Ltd.

FOR CYBERMEDIA INDIA ONLINE LIMITED

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a. The Transferor Companies and the Transferee Company through their respective Board of Directors may make or assent, from time to time, on behalf of all persons concerned, to any modifications or amendments to this Scheme or to any conditions or limitations which the Court(s) and/or any authorities under the law may deem fit to approve of or impose and to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for carrying the Scheme into effect.

b. In order to give effect to this Scheme or to any modifications or amendments thereof, the Board of Directors of the Transferee Company may give and are authorised to give all such directions as may be necessary including directions for settling any question, doubt or difficulty that may arise.

c. In the event that any conditions are imposed by any competent authority or the Court(s) which the Transferor Companies or the Transferee Company find un-acceptable for any reason whatsoever, then the Transferor Companies and/or the Transferee Company shall be entitled to withdraw from this Scheme.

14. EXPENSES CONNECTED WITH THE SCHEME

All costs, charges and expenses of the Transferor Companies and the Transferee Company incurred in relation to or in connection with this Scheme or incidental to the completion of the Amalgamation of the Transferor Companies with the Transferee Company in pursuance of this Scheme, shall be borne and paid by the Transferee Company. However, in the event of the Scheme becoming invalid for any reason whatsoever, all costs, charges and expenses relating to the amalgamation exercise or incidental thereto shall be borne and paid by the respective Companies incurring the same.

15. DIRECTORS OF THE TRANSFEROR COMPANIES

For Cyber Media Events *Shilp* the Directors of Transferor Companies shall cease to hold office as Directors thereof with effect from the Effective date and consequently the Board of Directors of Transferor Companies shall stand dissolved. *Cyber Media (India) Limited*
Authorised Signatory *Shilp* *Company Secretary*

16. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

For CYBER MEDIA DIGITAL LTD. *For Cyber Media Events* *Shilp*

FOR CYBERMEDIA INDIA ONLINE LIMITED

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Shilp
Examiner, Income Tax Department
Authorised Signatory
Section 143(3)(b) of the Income Tax Act, 1961
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Section 143(3)(b) of the Income Tax Act, 1961
Authorised Signatory
Section 143(3)(b) of the Income Tax Act, 1961

The Scheme is conditional on and subject to the following:

16.1 The sanction of the Scheme by the Hon'ble High Court under Section 391 of the said Act and the appropriate orders being made by the High Court pursuant to Section 394 of the said Act for amalgamation under the Scheme and filing of the Certified Copies of such Orders with the Registrar of Companies, NCT of Delhi and Haryana, New Delhi.

16.2 The Transferor Companies and / or the Transferee Company shall also obtain such other consents or approvals as may be required under any statute or contract not specifically referred to in Clause 16.1 of the Scheme.

For CYBER MEDIA DIGITAL LTD.

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Authorised Signatory

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Company Secretary

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 Legal Affairs
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SCHEDULE OF PROPERTIES OF TRANSFEROR COMPANY NO. 1 AS ON APRIL 01, 2009

Particulars	Amount (Rs.)
Part-I	
SHORT DESCRIPTION OF THE FREEHOLD PROPERTY	NIL
Part-II	
SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY	NIL
Part-III	
SHORT DESCRIPTION OF ALL STOCK, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION	
A. Fixed assets	: RS. 8,828,527
B. Current assets, Loans and Advances	
Stock	: NIL
Sundry Debtors	: RS. 32,823,124
Cash & Bank Balances	: RS. 1,720,250
Loans & Advances	: RS. 6,025,058
Total	: RS. 40,568,433
C. Investments	: RS. 10,000
D. Debentures	: NIL
E. Other Charges	: RS. 9,747,475

Dated this 28th day of February, 2011

For CYBERMEDIA INDIA ONLINE LIMITED

FOR CYBERMEDIA INDIA ONLINE LIMITED


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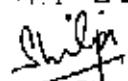
SCHEDULE OF PROPERTIES OF TRANSFEROR COMPANY NO. 2 AS ON APRIL 01, 2009

Particulars	Amount (Rs.)
Part-I	
SHORT DESCRIPTION OF THE FREEHOLD PROPERTY	NIL
Part-II	
SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY	NIL
Part-III	
SHORT DESCRIPTION OF ALL STOCK, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION	
A. Fixed assets	RS. 3,342,670
B. Current assets, Loans and Advances	
Stock/Inventories	RS. 8,733,689
Sundry Debtors	RS. 25,872,471
Cash & Bank Balances	RS. 1,255,684
Loans & Advances	RS. 7,469,663
Total	RS. 43,331,507
C. Investments	NIL
D. Debentures	NIL
E. Other Charges	RS. 8,883,806

Dated this 28th day of Februray, 2011

For CYBER MEDIA DIGITAL LIMITED

For CYBER MEDIA PVT. LTD.


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Probate & Revenue Act

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CYBER MEDIA EVENTS LIMITED

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SCHEDULE OF PROPERTIES OF TRANSFEROR COMPANY NO. 3 AS ON APRIL 01, 2009

Particulars	Amount (Rs.)
Part-I	
SHORT DESCRIPTION OF THE FREEHOLD PROPERTY	NIL
Part-II	
SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY	NIL
Part-III	
SHORT DESCRIPTION OF ALL STOCK, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION	
A. Fixed assets	RS. 2,328,429
B. Current assets, Loans and Advances	
Stock	NIL
Sundry Debtors	NIL
Cash & Bank Balances	RS. 511,425
Loans & Advances	RS. 1,286,542
Total	RS. 1,797,967
C. Investments	NIL
D. Debentures	NIL
E. Other Charges	NIL

Dated this 28th day of Februray, 2011

For CYBER MEDIA EVENTS LIMITED
For Cyber Media Events L.

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CYBER HOLDINGS LIMITED

SCHEDULE OF PROPERTIES OF TRANSFEROR COMPANY NO. 4 AS ON APRIL 01, 2009

Particulars	Amount (Rs.)
Part-I	
SHORT DESCRIPTION OF THE FREEHOLD PROPERTY	NIL
Part-II	
SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY	NIL
Part-III	
SHORT DESCRIPTION OF ALL STOCK, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION	
A. Fixed assets :	NIL
B. Current assets, Loans and Advances	
Stock :	NIL
Sundry Debtors :	NIL
Cash & Bank Balances :	RS. 9,350
Loans & Advances :	RS. 5,00,000
Total :	RS. 509,350
C. Investments :	NIL
D. Debentures :	NIL
E. Other Charges :	NIL

Dated this the 18th February, 2011
By order of the Court

—54/—
Joint Registrar (Co.)
for Registrar General

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