September 08, 2020

BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai – 400 001. Tel: 022 - 2272 1233 / 34 Fax: 022 - 2272 2131 / 1072/ 2037 / 2061 / 41 **Scrip Code:** 532345 **ISIN No.:** INE152B01027 **Re.:** Gati Limited	**National Stock Exchange of India Limited** Exchange Plaza, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 Tel: 022 - 2659 8235 / 36 / 452 Fax: 022 - 2659 8237/ 38 **Symbol :** GATI **ISIN No.:** INE152B01027 **Re.:** Gati Limited

Dear Sir/Ma'am,

Sub.: Notice of Extraordinary General Meeting

Ref.: Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations").

Further to our letter dated September 05, 2020 and pursuant to Regulation 30 of Listing Regulations and other applicable provisions of Listing Regulations, please find enclosed herewith the Notice convening Extraordinary General Meeting ("EGM") on the requisition of Allcargo Logistics Limited, shareholder of the Company along with the written representation received from Mr. Mahendra Kumar Agarwal under Section 169(4) of the Companies Act, 2013.

In compliance with General Circulars dated April 8, 2020, April 13, 2020 and June 15, 2020 issued by the Ministry of Corporate Affairs ("MCA Circulars") and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations) and Circular dated May 12, 2020 issued by Securities and Exchange Board of India ("SEBI Circular") the Notice convening EGM of the Company has been sent to all the members of the Company whose email addresses are registered with the Depository Participants or with the Registrar & Share Transfer Agent of the Company ("R&T Agent") or with the Company.

The EGM of the Members of the Company will be held on Wednesday, September 30, 2020 at 3:00 PM through Video Conferencing (VC) or Other Audio Visual Means (OAVM) in accordance with the aforesaid circulars.

The information contained in this intimation is also available on the Company's website www.gati.com, on the website of the National Stock Exchange of India Limited (www.nseindia.com) and BSE Limited (www.bseindia.com).

We request you to kindly take the same on your record.

Thanking you,

Yours faithfully,
For **Gati Limited**

GATI LIMITED HYDERABAD

T.S. Maharani
Company Secretary & Compliance Officer
M. No.: F8069

Encl.: As above

GATI LIMITED
Plot No. 20, Sy. No. 12, Kothaguda, Kondapur, Hyderabad – 500 084, Telangana
Tel No: (040) 7120 4284, Fax No.: (040) 2311 2318
CIN: L63011TG1995PLC020121
Website: www.gati.com
E-mail: investor.services@gati.com

NOTICE

NOTICE is hereby given that an Extraordinary General Meeting (EGM) of the Members of Gati Limited (CIN: L63011TG1995PLC020121), on the requisition of Allcargo Logistics Limited shareholder, will be held on Wednesday, September 30, 2020 at 3:00 PM through Video Conferencing (VC) or Other Audio Visual Means (OAVM) for which purpose the Registered office of the Company situated at Plot No. 20, Survey No. 12, Kothaguda, Kondapur, Hyderabad, Telangana – 500 084 shall be deemed as the venue for the Meeting and the proceedings of the EGM shall be deemed to be made thereat, to transact the following business:

SPECIAL BUSINESS:

REMOVAL OF MR. MAHENDRA KUMAR AGARWAL AS A DIRECTOR AND AS A MANAGING DIRECTOR

To consider and if thought fit to pass, with or without modification(s), the following resolution as an Ordinary Resolution:

"RESOLVED THAT pursuant to Section 115 read with Section 169 of the Companies Act., 2013 and rules made thereunder, Mr. Mahendra Kumar Agarwal (DIN: 00179779) be and is hereby removed from the office of Director / Managing Director of the Company with effect from the date of this meeting."

RESOLVED FURTHER THAT the Board of Directors be and are hereby authorized to settle any question, difficulty or doubt, that may arise in giving effect to this resolution and to do all such acts, deeds and things as may be necessary, expedient and desirable for the purpose of giving effect to this resolution".

By Order of the Board of Directors
For Gati Limited
Sd/-
T.S. MAHARANI
Company Secretary

Place: Hyderabad
Date: September 05, 2020

Registered & Corporate Office:
Plot No.20, Survey No. 12,
Kothaguda, Kondapur, Hyderabad- 500 084
Tel: +91 040-7120 4284, Fax: +91 040-2311 2318
CIN: L63011TG1995PLC020121
Website: www.gati.com
Email: investor.services@gati.com

NOTES:

1. In view of the continuing COVID-19 pandemic, the Ministry of Corporate Affairs (MCA), vide its General Circular No. 14 dated April 08, 2020 read with General Circular Nos 17 and 22 dated April 13, 2020 and June 15, 2020 respectively (collectively referred to as "MCA Circulars") and Circular dated May 12, 2020 and other applicable circulars issued by Securities and Exchange Board of India ("SEBI Circular"), has allowed the companies to conduct the Extraordinary General Meeting ("EGM") through Video Conferencing (VC) or Other Audio Visual Means (OAVM) till September 30, 2020. Accordingly, this EGM is being held through VC/OAVM on on Wednesday, September 30, 2020 at 3:00 PM (IST). The Registered office of the Company situated at Plot No. 20, Survey No. 12, Kothaguda, Kondapur, Hyderabad, Telangana – 500084 shall be deemed as the venue for the Meeting and the proceedings of the EGM shall be deemed to be made thereat.

2. PURSUANT TO THE PROVISIONS OF THE ACT, A MEMBER ENTITLED TO ATTEND AND VOTE AT THE EGM IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE ON HIS/HER BEHALF AND THE PROXY NEED NOT BE A MEMBER OF THE COMPANY. SINCE THIS EGM IS BEING HELD PURSUANT TO THE MCA CIRCULARS THROUGH VC/OAVM, THE REQUIREMENT OF PHYSICAL ATTENDANCE OF MEMBERS HAS BEEN DISPENSED WITH. ACCORDINGLY, IN TERMS OF THE MCA CIRCULARS AND THE SEBI CIRCULAR, THE FACILITY FOR APPOINTMENT OF PROXIES BY THE MEMBERS WILL NOT BE AVAILABLE FOR THIS EGM AND HENCE THE PROXY FORM, ATTENDANCE SLIP AND ROUTE MAP OF THE EGM VENUE ARE NOT ANNEXED TO THIS NOTICE.

3. The attendance of the Members attending the EGM through VC/OAVM will be counted for the purpose of reckoning the quorum under Section 103 of the Companies Act, 2013.

4. All the Members of the Company including retail individual investors, institutional investors, etc, are encouraged to attend the EGM through VC/OAVM mode and vote electronically. Corporate members intending to appoint their authorised representatives to attend and participate at the EGM, are requested to send to the Company, a certified copy (in PDF/ JPG Format) of the relevant Board Resolution/Authority letter etc. with attested specimen signature of the duly authorised signatory(ies) who are authorised to vote, to the Scrutinizer at dvmgopal@gmail.com with a copy marked to evoting@nsdl.co.in.

5. The Members can join the EGM in the VC/OAVM mode 15 minutes before the scheduled time of the commencement of the Meeting on first-come first-served basis by following the procedure mentioned in the Notice. The Members will be able to view the proceedings on the National Securities Depository Limited's ('NSDL') e-Voting website at www.evoting.nsdl.com. The facility of participation at the EGM through VC/OAVM will be made available to at least 1,000 Members on a first come first served basis as per the MCA Circulars. The detailed instructions for joining the Meeting through VC/OAVM form part of the Notes to this Notice.

6. The Board of Directors of the Company in its meeting held on September 05, 2020, in pursuance of receipt of valid requisition for calling an EGM of the Company and Special Notice in accordance to the applicable provisions of the Act for the item set out in the notice of this EGM, have considered and decided to call this EGM accordingly, under a statutory obligation.

7. In compliance with the aforementioned MCA Circulars and SEBI Circulars, the Notice of the EGM is being sent only through electronic mode to those Members whose email addresses are registered with the Company/ Depository Participant. Members may note that the Notice will also be available on the Company's website www.gati.com, websites of the Stock Exchanges i.e. BSE Limited and National Stock Exchange of India Limited at www.bseindia.com and

www.nseindia.com respectively, and on the website of the National Securities Depository Limited ("NSDL") a service provider for voting through remote e-Voting, for participation in the EGM through VC/OAVM facility and e-Voting during the EGM at https://www.evoting.nsdl.com/.

8. The Board of Directors at its meeting held on September 05, 2020, have approved the convening of the EGM and the issue of the Notice of the said meeting. The relative Explanatory Statement pursuant to Section 102 of the Companies Act, 2013 ("Act") in respect of the business as set out in the business as set out in the Notice is annexed hereto.

9. All documents referred to in the Notice and the Explanatory Statement will be available for inspection at the Registered Office during business hours on all working days, during 11:00 a.m. to 1:00 p.m., up to and including the date of the Meeting of the Company. Further all such documents will also be available electronically for inspection without any fee by the Members from the date of circulation of this Notice up to the date of EGM. Members seeking to inspect such documents can send an email to investor.services@gati.com.

Procedure for joining the EGM through VC/OAVM

10. NSDL will be providing facility for voting through remote e-Voting, for participation in the EGM through VC/OAVM facility and e-Voting during the EGM.

11. Members will be able to attend the EGM through VC / OAVM or view the live webcast of EGM provided by NSDL at https://www.evoting.nsdl.com by using their remote e-voting login credentials and selecting the link available against the EVEN for Company's EGM.

12. Members who do not have the User ID and Password for e-Voting or have forgotten the User ID and Password may retrieve the same by following the remote e-Voting instructions mentioned below in the Notice.

13. Members are encouraged to join the Meeting through Laptops for better experience.

14. Further Members will be required to allow Camera and use Internet with a good speed to avoid any disturbance during the meeting.

15. Please note that Participants Connecting from Mobile Devices or Tablets or through Laptop connecting via Mobile Hotspot may experience Audio/Video loss due to Fluctuation in their respective network. It is therefore recommended to use Stable Wi-Fi or LAN Connection to mitigate any kind of aforesaid glitches.

16. Members who need assistance before or during the EGM, can contact NSDL on evoting@nsdl.co.in/1800-222-990 or contact Mr. Amit Vishal, Senior Manager – NSDL at amitv@nsdl.co.in/022-24994360 or Mr. Sagar Ghosalkar, Assistant Manager- NSDL at sagar.ghosalkar@nsdl.co.in/022-24994553.

17. Members are encouraged to express their views / send their queries in advance mentioning their name demat account number / folio number, email id, mobile number at investor.services@gati.com. Questions / queries received by the Company till 5:00 p.m. on Tuesday, September 29, 2020 shall only be considered and responded during the EGM.

18. Members who would like to express their views/ask questions during the meeting may register

themselves as a speaker may send their request mentioning their Name, Demat account number/folio number, email id, mobile number at investor.services@gati.com by 5:00 PM Saturday, September 26, 2020.

19. Members who would like to express their views/have questions may send their questions in advance mentioning their name demat account number/folio number, email id, mobile number at investor.services@gati.com. The same will be replied by the company suitably.

20. The Company reserves the right to restrict the number of questions and number of speakers, depending on the availability of time for the EGM.

21. Procedure for remote e-Voting and e-Voting during the EGM:

Pursuant to the provisions of Section 108 of the Act read with Rule 20 of the Companies (Management and Administration) Rules, 2014 (as amended) and Regulation 44 of SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015 (as amended), and the MCA Circulars, the Company is providing facility to the Members to cast their vote on the matters set forth in EGM Notice, either by way of "**remote e-voting"** facility, prior to the EGM or by way of electronic voting system during the EGM. For this purpose, the Company has appointed ("NSDL") for facilitating voting through electronic means, as the authorized agency.

The e-voting facility will be available during the following period:

Commencement of e-voting: From 9.00 a.m. (IST) on Saturday, September 26, 2020.

End of e-voting: Up to 5.00 p.m. (IST) on Tuesday, September 29, 2020.

Instructions

Step 1: Log-in to NSDL e-Voting system at https://www.evoting.nsdl.com/

I. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: https://www.evoting.nsdl.com/ either on a Personal Computer or on a mobile.

II. Once the home page of e-Voting system is launched, click on the icon "Login" which is available under 'Shareholders' section.

III. A new screen will open. You will have to enter your User ID, your Password and a Verification Code as shown on the screen.
Alternatively, if you are registered for NSDL eservices i.e. IDEAS, you can log-in at https://eservices.nsdl.com/ with your existing IDEAS login. Once you log-in to NSDL eservices after using your log-in credentials, click on e-Voting and you can proceed to Step 2 i.e. Cast your vote electronically.

IV. Your User ID details are given below :

Manner of holding shares i.e. Demat (NSDL or CDSL) or Physical	**Your User ID is:**
a) For Members who hold shares in demat account with NSDL.	8 Character DP ID followed by 8 Digit Client ID For example if your DP ID is IN300*** and Client ID is 12****** then your user ID is IN300***12******.
b) For Members who hold shares in demat account with CDSL.	16 Digit Beneficiary ID For example if your Beneficiary ID is 12********** then your user ID is 12**********
c) For Members holding shares in Physical Form.	EVEN Number followed by Folio Number registered with the company For example if folio number is 001*** and EVEN is 101456 then user ID is 101456001***

V. Your password details are given below:

a) If you are already registered for e-Voting, then you can use your existing password to login and cast your vote.

b) If you are using NSDL e-Voting system for the first time, you will need to retrieve the 'initial password' which was communicated to you. Once you retrieve your 'initial password', you need to enter the 'initial password' and the system will force you to change your password.

c) How to retrieve your 'initial password'?

i. If your email ID is registered in your demat account or with the company, your 'initial password' is communicated to you on your email ID. Trace the email sent to you from NSDL from your mailbox. Open the email and open the attachment i.e. a .pdf file. Open the .pdf file. The password to open the .pdf file is your 8 digit client ID for NSDL account, last 8 digits of client ID for CDSL account or folio number for shares held in physical form. The .pdf file contains your 'User ID' and your 'initial password'.

ii. If your email ID is not registered, please follow steps mentioned below for those shareholders whose e-mail ids are not registered:-

- In case shares are held in physical mode please provide Folio No., Name of shareholder, scanned copy of the share certificate (front and back), PAN (self attested scanned copy of PAN card), AADHAR (self attested scanned copy of Aadhar Card) by email to (investor.services@gati.com).

- In case shares are held in demat mode, please provide DPID-CLID (16 digit DPID + CLID or 16 digit beneficiary ID), Name, client master or copy of Consolidated Account statement, PAN (self attested scanned copy of PAN card), AADHAR (self attested scanned copy of Aadhar Card) to (investor.services@gati.com).
- Alternatively member may send an e-mail request to evoting@nsdl.co.in for obtaining User ID and Password by proving the details mentioned in Point (1) or (2) as the case may be.

VI. If you are unable to retrieve or have not received the "Initial password" or have forgotten your password:

a) Click on "**Forgot User Details/Password**?"(If you are holding shares in your demat account with NSDL or CDSL) option available on www.evoting.nsdl.com.

b) **Physical User Reset Password**?" (If you are holding shares in physical mode) option available on www.evoting.nsdl.com.

c) If you are still unable to get the password by aforesaid two options, you can send a request at evoting@nsdl.co.in mentioning your demat account number/folio number, your PAN, your name and your registered address.

d) Members can also use the OTP (One Time Password) based login for casting the votes on the e-Voting system of NSDL.

VII. After entering your password, tick on Agree to "Terms and Conditions" by selecting on the check box.

VIII. Now, you will have to click on "Login" button.

IX. After you click on the "Login" button, Home page of e-Voting will open.

Step 2: Cast your vote electronically on NSDL e-Voting system

1. After successful login at Step 1, you will be able to see the Home page of e-Voting. Click on e-Voting. Then, click on Active Voting Cycles.
2. After click on Active Voting Cycles, you will be able to see all the companies "EVEN" in which you are holding shares and whose voting cycle is in active status.
3. Select "EVEN" of company for which you wish to cast your vote.
4. Now you are ready for e-Voting as the Voting page opens.
5. Cast your vote by selecting appropriate options i.e. assent or dissent, verify/modify the number of shares for which you wish to cast your vote and click on "Submit" and also "Confirm" when prompted.
6. Upon confirmation, the message "Vote cast successfully" will be displayed.
7. You can also take the printout of the votes cast by you by clicking on the print option on the confirmation page.
8. Once you confirm your vote on the resolution, you will not be allowed to modify your vote. Those Members, who will be present in the EGM through VC / OAVM facility and have not cast their vote on the Resolutions through remote e-Voting, shall be eligible to vote through e-Voting system during the EGM.

22. General Guidelines for shareholders:

(a) The company has appointed M/s. DVM & Associates LLP, Company Secretaries,

Hyderabad, as Scrutinizer to scrutinize the voting through remote e-voting process and e-voting process at the time of the EGM in a fair and transparent manner.

(b) Voting rights shall be reckoned on the paid-up value of shares registered in the name of the member / beneficial owner (in case of electronic shareholding) as on the cut-off date i.e. Wednesday, September 23, 2020. A person, whose name is recorded in the register of members or in the register of beneficial owners maintained by the depositories as on the cut-off date, only shall be entitled to avail the facility of remote e-voting or participation at the EGM and voting through electronic voting system thereat. A person who is not a member as on the cut-off date, should treat the Notice for information purpose only.

(c) The login ID and password for e-voting is being sent to the members who have registered their e-mail IDs with the Company / their respective Depository Participants are being forwarded the login ID and password for e-voting by e-mail.

(d) The facility for voting the Company has opted to provide the same electronic voting system at the Meeting, as used during remote e-voting, and the said facility shall be operational till all the resolutions proposed in the Notice are considered and voted upon at the Meeting and may be used for voting only by the members holding shares as on the cut-off date who are attending the Meeting and who have not already cast their vote(s) through remote e-voting.

(e) Any person who become members of the Company after dispatch of the Notice of the Meeting and holding shares as on the cut-off date i.e. Wednesday, September 23, 2020, may obtain the User ID and password for e-voting by sending email intimating DP ID and Client ID / Folio No. at evoting@nsdl.co.in with a copy to investor.services@gati.com. However, if you are already registered with NSDL for e-voting, you can use your existing User ID and password for casting your vote.

(f) The Scrutinizer, after scrutinising the votes cast at the time of the meeting and through e-voting, will, within stipulated time, make a consolidated scrutinizer's report and submit the same to the Chairman not later than 48 hours from the conclusion of the EGM. The results declared along with the consolidated scrutinizer's report shall be placed on the website of the Company i.e. www.gati.com and on the website of NSDL i.e. https://www.evoting.nsdl.com/. The results shall simultaneously be communicated to the Stock Exchanges.

(g) Subject to receipt of requisite number of votes, the Resolutions shall be deemed to be passed on the date of the Meeting, i.e. Tuesday, September 22, 2020.

(h) It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential. Login to the e-voting website will be disabled upon five unsuccessful attempts to key in the correct password. In such an event, you will need to go through the "Forgot User Details/Password?" or "Physical User Reset Password?" option available on www.evoting.nsdl.com to reset the password.

(i) In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Shareholders and e-voting user manual for Shareholders available at the download section of www.evoting.nsdl.com or call on toll free no.: 1800-222-990 or send a request

to (Name of NSDL Official) at evoting@nsdl.co.in.

(j) Members whose shareholding is in electronic mode are requested to direct notifications about change of address and updates about bank account details to their respective depository participants(s) (DP).

(k) The members who have not surrendered their old share certificates (Issued by the then Transport Corporation of India Limited, now known as TCI Industries Limited, the transferor Company, under the Scheme of Arrangement) are requested to surrender their old share certificates to TCI Industries Limited, Mukesh Textile Mills Private Limited, N.A. Sawant Marg, Colaba, Mumbai – 400 005 to obtain their new share certificates of four companies including this Company.

(l) Members holding shares in physical mode are:

i. Required to submit their Permanent Account Number (PAN) and bank account details to the Investor Service Department of the Company / Link Intime India Private Limited ("Link Intime"), Registrar and Share Transfer Agent of the Company, if not registered with the Company as mandated by SEBI.

ii. Advised to register the nomination in respect of their shareholding in the Company.

iii. Requested to register / update their e-mail address with the Investor Service Department of the Company / Link Intime for receiving all communications from the Company electronically.

(m) Members holding shares in electronic mode are:

i. Requested to submit their PAN and bank account details to their respective DPs with whom they are maintaining their demat accounts.

ii. Advised to contact their respective DPs for registering the nomination.

iii. Requested to register / update their e-mail address with their respective DPs for receiving all communications from the Company electronically.

(n) Non-Resident Indian members are requested to inform Link Intime / respective DPs, immediately of:

i. Change in their residential status on return to India for permanent settlement.

ii. Particulars of their bank account maintained in India with complete name, branch, account type, account number and address of the bank with pin code number, if not furnished earlier.

(o) Members are requested to intimate changes, if any, pertaining to their name, postal address, email address, telephone/mobile numbers, Permanent Account Number (PAN), mandates, nominations, power of attorney, bank details such as, name of the bank and branch details, bank account number, MICR code, IFSC code, etc., to their DPs in case the shares are held by them in electronic form and to Link Intime / Investor Service Department of the Company, in case the shares are held by them in physical form.

(p) Members holding shares in physical form, in identical order of names, in more than one folio are requested to send to the Link Intime / Investor Service Department, the details of such folios together with the share certificates for consolidating their holdings in one folio. A consolidated share certificate will be issued to such Members after making requisite changes.

(q) Pursuant to Section 101 of the Companies Act, 2013 read with relevant Rules made thereunder, Companies can serve EGM Notice and other communications through electronic mode to those Members who have registered their email address either with the Company or with the Depository Participant(s). Members who have not registered their email address with the Company can now the same by submitting a duly filled-in 'Shareholder Registration Form' available on the website of the Company i.e. www.gati.com or by sending a duly signed request letter to the Company's R&T Agent viz. Link Intime India Private Limited ("RTA") at rnt.helpdesk@linkintime.co.in by providing Name, Folio No. and complete address of the Member along with self-attested copy of the PAN Card. Members holding shares in demat form are requested to register their email address with their Depository Participant(s) only. Members of the Company who have registered their email address are also entitled to receive such communication in physical form, upon request.

By Order of the Board of Directors
For Gati Limited
Sd/-

Place: Hyderabad
Date: September 05, 2020

T.S. Maharani
Company Secretary

Registered & Corporate Office:
Plot No. 20, Survey No.12,
Kothaguda, Kondapur, Hyderabad- 500 084
Tel: +91 040-7120 4284, Fax: +91 040-2311 2318
CIN: L63011TG1995PLC020121
Website: www.gati.com
Email: investor.services@gati.com

EXPLANATORY STATEMENT PURSUANT TO SECTION 102(1) OF THE COMPANIES ACT, 2013 FORMING PART OF THE NOTICE

REMOVAL OF MR. MAHENDRA KUMAR AGARWAL AS A DIRECTOR/MANAGING DIRECTOR

Allcargo Logistics Limited ("Allcargo") is the Promoter of the Company effective from April 08, 2020 and holds 5,71,45,955 Equity Shares aggregating 46.86% of the Company's voting capital.

Mr. Mahendra Kumar Agarwal is currently the Managing Director, Founder & CEO of the Company. He was initially appointed as a Managing Director of the Company by the Board on August 18, 1998, effective from August 01, 1998 and by the shareholders at the EGM held on January 29, 1999 for 5 years period and re-appointed from time to time on 5 yearly basis, the last appointment, being with effect from August 01, 2016, by the shareholders at the AGM held on August 04, 2016.

Allcargo has pursuant to the Special Notice dated August 12, 2020 under Section 100 and 115 of the Companies Act, 2013and in recognition of the legal rights vested in them as a Shareholder, decided to consider and if thought fit, pass an Ordinary Resolution for removal of Mr. Mahendra Kumar Agarwal, Director and thereby Managing Director of the Company.

At the Board Meeting held on August 19, 2020, Item 6 on the agenda for that meeting, which was the item relating to the removal of Mr. Mahendra Kumar Agarwal as Director and Managing Director of the Company was deferred since a Division Bench of the Hon'ble Bombay High Court was still hearing an appeal filed *inter alia* by Mr. Mahendra Kumar Agarwal against an order of a Single Judge of the Hon'ble Bombay High Court refusing to stay the conduct of the said Board Meeting. Subsequently, the Division Bench of the Hon'ble Bombay High Court passed an order directing *status quo* in relation to the removal of Mr. Mahendra Kumar Agarwal.

Disposing of a Special Leave Petition against the said decision of the Division Bench, the Hon'ble Supreme Court of India, on September 04, 2020, substituted the order of the Division Bench as under:

That a Board meeting may be called within next four days in order to consider all the agenda items including agenda item No. 6. Thereafter, AGM/EGM, that is to be held, may be held after giving the requisite statutory notice. Resolutions that are passed at the AGM/EGM *qua* there-election or removal of Mr. M. K. Agarwal as Director/Managing Director respectively will not be given effect and will be subject to further orders that may be passed in the pending proceedings in the arbitration appeal in Bombay.

Pursuant to the Direction of the Supreme Court, an EGM is called for.

The Board of Directors of the Company clarify that a copy of the Special Notice issued by Allcargo is being sent along with this Notice with a view to provide the relevant background concerning Item set out in the Notice of Special business to be transacted at the EGM. A copy of this Special Notice is annexed hereto as ***Annexure-A & Annexure-B***.

Section 169(4) of the Companies Act, 2013, provides a right for the said Director ought to be removed to make a representation to the Members in the manner stated therein. A copy of the representation as received by the Company from Mr. Mahendra Kumar Agarwal is enclosed herewith as ***Annexure-C.***

None of the Directors and Key Managerial Personnel of the Company or their respective relatives are concerned or interested, financially or otherwise in Item set out in the Notice except Mr. Mahendra Kumar Agarwal. Further, Mr. Shashi Kiran Shetty, Chairman & Non-Executive Director of the Company holds 62.08% of the Equity share capital in Allcargo.

By Order of the Board of Directors
For Gati Limited
Sd/-

Place: Hyderabad
Date: September 05, 2020

T.S. Maharani
Company Secretary

Registered & Corporate Office:
Plot No. 20, Survey No.12,
Kothaguda, Kondapur, Hyderabad- 500 084
Tel: +91 040-7120 4284, Fax: +91 040-2311 2318
CIN: L63011TG1995PLC020121
Website: www.gati.com
Email: investor.services@gati.com

ANNEXURE-A

allcargo logistics ltd.
Ingenuity in Motion

THE AVVASHYA GROUP

Date: 12th August, 2020

FOR IMMEDIATE ACTION

The Board of Directors
Gati Limited
Hyderabad

Sub: Special Notice of intention to move resolution in connection with the removal of a Director.

Dear Sir(s),

We, the undersigned members of the company holding 5,71,45,955 shares representing 46.86% of the total paid-up share capital of the company, hereby give SPECIAL NOTICE pursuant to section 169 read with section 115 of the Companies Act, 2013, of our intention to move the following ordinary resolution in connection with the removal of Mr. Mahendra Kumar Agarwal as Managing Director and Director of the company at the ensuing Annual General Meeting ("AGM").

A copy of the email sent to Mr Mahendra Kumar Agarwal is attached herewith, which we request you to place before the Board for purpose of discussion at the forthcoming Board Meeting.

ORDINARY RESOLUTION

"**RESOLVED THAT** pursuant to Section 115 read with Section 169 of the Companies Act., 2013 and rules made thereunder, Mr. Mahendra Kumar Agarwal (DIN: 00179779) be and is hereby removed from the office of Director / Managing Director of the Company with effect from the date of this meeting."

RESOLVED FURTHER THAT the Board of Directors be and are hereby authorized to settle any question, difficulty or doubt, that may arise in giving effect to this resolution and to do all such acts, deeds and things as may be necessary, expedient and desirable for the purpose of giving effect to this resolution".

Thanking you

Yours faithfully
Allcargo Logistics Limited

Authorised Signatory

From: Sheetal Gulati
Sent: 10 August 2020 13:09
To: 'mahendra@gati.com'
Cc: Shashi Kiran Shetty
Subject: Your position as Director on the Board of Gati Ltd. and as its Managing Director; Executive Chairman of Gati Kintetsu Express Pvt. Ltd. AND Director of Gati Kausar India Ltd.

Mahendra Kumar
Agarwal,
10 August, 2020
2A, 8-2-415/1, Road No.4,
Banjara Hills,
Hyderabad 500034.

Dear Sir,

Re: Your position as Director on the Board of Gati Ltd. and as its Managing Director; Executive Chairman of Gati Kintetsu Express Pvt. Ltd. AND Director of Gati Kausar India Ltd.

1. Allcargo Logistics Limited ("Allcargo") is the single largest shareholder and owner of and well and sufficiently entitled to 5,71,45,955 equity shares representing 46.86% of the existing equity shareholding of Gati Limited ("Gati" or "the Company").

2. You have been a member of the Board of Directors of Gati ("Board") ever since the date of incorporation of the Company i.e. 25/04/1995. In terms of Section 152 (6) of the Companies Act, 2013, your term as a Director on the Board expires by efflux of time prior to the General Meeting of the Company to be held in September 2020.

3. By a Resolution passed by the shareholders in the Annual General Meeting of Gati held on 4th August 2016, you were appointed as the Managing Director of the Company for a term of 5 (five) years with effect from 1st August 2016.

4. As you are aware, the past several months have been particularly trying on account of the Covid-19 lockdown, which has had a material adverse impact to the Company's performance. On account of the change in control at Gati, the management transition is a major event and which is a cause for concern of the Board and the shareholders. You have failed to make any contribution to the efforts to turn around the fortunes of Gati in these unprecedented times.

5. As part of the management transition, it is the recommendation of Allcargo (being the single largest shareholder) that you step down as a Director of Gati and its subsidiaries, as well as the Managing Director of Gati and Chairman and Managing Director designated as Executive Chairman of Gati Kintetsu Express Pvt. Ltd. ("Gati KwE") and Chairman and Director of Gati Kausar India Ltd.

6. Notwithstanding the fact that you will retire by rotation at the ensuing Annual General Meeting (AGM) of Gati, and that, as the single largest shareholder, we are unlikely to vote for your reappointment as Director, we call upon you to demit office as Managing Director forthwith i.e. prior to the expiry of your term in 2021.

7. Without prejudice to our rights and contentions as the new promoters and single largest shareholders of Gati to vote against your reappointment as a Director, we will have no option but to recommend your removal as Director and Managing Director on account of you having lost the confidence of the Board and the shareholders of Gati.

8. The Board has constituted a Transformation Committee (comprising of senior members of the Gati management and as well that of Allcargo) to handle the transition matters. The Transformation Committee has consistently reported that you have been disruptive in matters regarding the running of the Company and the smooth management transition. In fact, by continuing to wield undue influence over the key management personnel as the previous promoter, you are misusing your position as a Director and Managing Director of Gati as well as the Chairman and Managing Director of Gati KwE and Director and Director of Gati Kausar India Ltd. Your repeated interference with the functioning of the Transformation Committee and the management is causing tremendous grief and frustration amongst the management and staff of the companies. It also led to Mr. Bala Aghoramurthy, the Deputy Managing Director of Gati KwE and a key member of the Transformation Committee, to put in his resignation. It is most unfortunate that instead of referring this matter to Allcargo and the Steering Committee, you unilaterally accepted Mr. Bala's resignation.

9. Besides the fact that your unilateral actions are disruptive, demoralising the staff and management, and damaging and causing financial loss to the Company and its subsidiaries, we are constrained to bring to your attention that there appear to be several breaches of related party transactions (where you have been involved) with the Company. This is likely to result in statutory breaches and defaults as well as financial loss to Gati and its subsidiaries. The Company has been advised to conduct a forensic audit to examine the breaches committed under your tenure as the Managing Director as well as the promoter-director on its Board. There are several criminal matters relating to breach of trust, causing wrongful loss, cheating, misappropriation of property and dishonour of cheques pending against you (in your capacity as a director of other companies), including the issue of a bailable warrant against you. Suffice it to say that you have lost the confidence of the shareholders and the Board which represents the shareholders.

10. It is regrettable that you have refused to step down as a Director and Managing Director of Gati as well as the Chairman and Managing Director of Gati KwE and Director of Gati Kausar India Ltd. As the single largest shareholder of Gati, it is our bounden duty to ensure that the Company (and consequently its public shareholders) and its subsidiaries, do not continue to suffer on account of your disruptive acts.

11. In the circumstances, we prevail upon you to forthwith resign as a Director on the Board of Gati as well as its Managing Director, as well as the Chairman and Managing Director of Gati KWE and Director of Gati Kausar Ltd., failing which we shall have no alternative but to prevail upon the Board to recommend your removal as a Director and Managing Director of Gati as well as the Chairman and Managing Director of Gati KWE and Director of Gati Kausar India Ltd., to the shareholders in the ensuing AGMs of the Company and its subsidiaries.

12. We reserve our right as the single largest shareholder to prevail upon the Company to take such action against you as may be advised.

Yours faithfully,
For Allcargo Logistics Ltd.

Sheetal Gulati
Group CFO

allcargo

Avvashya House, CST Road,
Santacruz (E), Mumbai 400 098. India
T: +91 22 66798100 | Ext.
E: sheetal.gulati@allcargologistics.com
W: www.allcargologistics.com
Follow us on

ANNEXURE - B

allcargo logistics ltd.
Ingenuity In Motion

THE AVVASHYA GROUP

Date: 4th September, 2020

FOR IMMEDIATE ACTION

The Board of Directors
Gati Limited
Plot No. 20, Survey No. 12, Kothaguda,
Kondapur Hyderabad
Telangana 500084

Sub: Special Notice to call Extra-Ordinary General Meeting and intention to move resolution in connection with the removal of a Director.

Dear Sir(s),

With reference to our earlier Special Notice dated 12th August, 2020 and in subsequent Board Meeting held on August 19, 2020, the item relating to the removal of Mr Mahendra Kumar Agarwal as Director / Managing Director of Gati Limited ("the Company") was deffered as the matter was sub-judice at the Court. Subsequently, in the said matter the Special Leave Petition was moved in the Supreme Court by us (the shareholder of the Company) and the matter was heard on September 04, 2020 and as per the order of Supreme Court, a copy is attached herewith, allows to consider this item in the Board and Annual General Meeting /Extra-Ordinary General Meeting. We the undersigned members of the company holding 5,71,45,955 shares representing 46.86% of the total paid-up share capital of the company, hereby give SPECIAL NOTICE pursuant to sections 100 and 115 of the Companies Act, 2013, to call the Extra-Ordinary General Meeting ("EGM") of Gati Limited to move the following ordinary resolution in connection with the removal of Mr. Mahendra Kumar Agarwal as Director / Managing Director of the company, which we request you to place before the Board for purpose of discussion at the forthcoming Board Meeting.

ORDINARY RESOLUTION

"**RESOLVED THAT** pursuant to Section 115 read with Section 169 of the Companies Act., 2013 and rules made thereunder, Mr. Mahendra Kumar Agarwal (DIN: 00179779) be and is hereby removed from the office of Director / Managing Director of the Company with effect from the date of this meeting."

RESOLVED FURTHER THAT the Board of Directors be and are hereby authorized to settle any question, difficulty or doubt, that may arise in giving effect to this resolution and to do all such acts, deeds and things as may be necessary, expedient and desirable for the purpose of giving effect to this resolution".

Thanking you

Yours faithfully
Allcargo Logistics Limited

04/Sept/2020

Authorised Signatory

ANNEXURE-C

Mahendra K. Agarwal

September, 07, 2020

The Board of Directors,
Gati Limited,
Plot No.20, Survey No.12,
Kothaguda, Kondapur,
Hyderabad – 500 084

Ref.: Representation under Section 169 of the Companies Act, 2013

I refer to the special notice **("Special Notice")** moved by Allcargo Logistics Limited ("Allcargo") seeking to remove me from the office of Director and as a Managing Director of the Company.

Pursuant to Section 169(4) of the Companies Act, 2013, I am entitled to make a representation in writing to the shareholders of the Company. This letter in its entirety, together with the enclosed document **("Annexure Statement")** is my representation **("Representation").** Please have this circulated to all shareholders.

You have adequate time to circulate this to shareholders in electronic form. I have taken the effort of providing the Representation well in time. It is important for you to disseminate this Representation so that shareholders are able to take an informed decision.

Please appropriately provide this to members as documents available for inspection for them to take an informed view on the resolution circulated pursuant to the Special Notice.

Yours Sincerely,

Mahendra Kumar Agarwal

Encl. As above

Gati Limited, Kondapur, Hi Tech City, Hyderabad - 500 084, India
Phone - 040 7120 4400, mahendra.agarwal@gati.com

Annexure

Representation under Section 169 of the Companies Act, 2013

I. Background:

1. By a Share Purchase Agreement dated 5th December 2020 (**"the said SPA"**) executed between (a) Mr. Mahendra Kumar Agarwal (**"MKA"**); (b) TCI Finance Ltd. (**"TCI"**); and (c) Mahendra Investment Advisors Pvt. Ltd. (**"MIAPL"**) as the Sellers, All Cargo Logistics Ltd. (**"All Cargo"**) as the Acquirer and the Company, as the Confirming Party, All Cargo had agreed and undertaken to purchase 94,18,332 equity shares owned by the Sellers in the Company.

2. Clause 1.1(ll) of the said SPA defined the term "Sale Shares" to mean the equity shares held by the Sellers and set out in Column II of Schedule 2. It was also provided that if the number of shares set out in Column II reduces due to lenders action, "Sale Shares" shall mean such reduced number of equity shares as are available with the Sellers and shall also include such number of Additional Shares actually restored in the name of TCI prior to the Completion Date.

3. Clause 1.1(a) of the said SPA defined the term "Additional Shares" to mean up-to 9,67,000 equity shares of TCI which were to be restored to TCI in pursuance of the Order of the Hon'ble Kolkata High Court. These shares were to form part of the sale shares, if restored prior to the completion date.

4. Schedule 2 of the said SPA *inter alia* contained the division of the shareholding of the Sellers and also recorded that in the event the Additional shares were restored in the name of TCI, the total sale shares would be 1,03,85,332 representing 9.56% of the paid up share capital of the Company.

5. Clause 1.1 (gg) of the said SPA defined the term "Purchase Consideration" as the consideration payable by All Cargo to the relevant Seller for the sale shares determined at Rs. 75/- (Rupees Seventy Five Only) per share.

6. Clause 5.3 of the said SPA contemplated that in the event the market value was lower than Rs.75/- (Rupees Seventy Five Only) per equity share, the sale would take place through an off-market transaction.

7. The conditions to completion of the sale were captured in Clause 3 of the said SPA. The obligation of the Sellers to sell the sale shares and proceed with the completion in terms of Clause 5 of the said SPA was conditional on the satisfaction of *inter alia* the following conditions (amongst others), other than those which by their very nature were to be satisfied at completion (to the extent they have not been waived by the Sellers in accordance with the Agreement):
   i. All Cargo had caused the Merchant Banker to issue the Public Announcement and Detailed Public Statement within the time period prescribed under the SEBI Takeover Regulations.
   ii. The "agreed form" of the deed of personal guarantee of MKA in favour of the Company in relation to *inter alia,* the advances extended by the Company to TCI Hi Ways Pvt. Ltd. as on completion date, being initiated for identification by All Cargo.

Gati Limited, Kondapur, Hi Tech City, Hyderabad - 500 084, India
Phone - 040 7120 4400, mahendra.agarwal@gati.com

iii. The "agreed form" of the bank guarantee for a sum up-to and inclusive of Rs.100 million in favour of All Cargo to secure the payment of any claims apropos the incremental losses actually suffered by the Company due to the Company exceeding the liability crystallisation threshold.

8. The obligation of the Sellers to sell the sale shares and proceed with the completion in terms of Clause 5 of the said SPA was conditional on the satisfaction of *inter alia* the following conditions (amongst others), other than those which by their very nature were to be satisfied at completion (to the extent they have not been waived by the Sellers in accordance with the Agreement):

i. The "agreed form" of the deed of personal guarantee of MKA in favour of the Company in relation to *inter alia,* the advances extended by the Company to TCI Hi Ways Pvt. Ltd. as on completion date, being initiated for identification by All Cargo.

ii. The "agreed form" of the bank guarantee for a sum upto and inclusive of Rs. 100 million in favour of All Cargo to secure the payment of any claims apropos the incremental losses actually suffered by the Company due to the Company exceeding the liability crystallisation threshold.

9. Clause 3.3 of the said SPA mandated the Sellers, All Cargo and the Company to make all reasonable efforts to achieve satisfaction of the conditions set out in Clauses 3.1 and 3.2 as soon as possible after the execution date.

10. Clause 3.4 of the said SPA mandated that upon a party becoming aware that the conditions under Clause 3 have been satisfied *or* have become incapable of satisfaction *or* waiver, other than those with respect to those conditions that have to be satisfied as of completion, the party concerned must notify the other party of the same.

11. Clause 3.5 of the said SPA provided that to the extent permitted under applicable law and save as expressly provided otherwise, the parties may waive any of the conditions set out in Clause 3.1 or Clause 3.2 by notice in writing to the other party.

12. Clause 3.6 of the said SPA provided that within 3 days of the satisfaction or waiver (if waived in accordance with the said SPA) of the last of the conditions to be satisfied by either of the parties as set out in Clauses 3.1 and 3.2 (other than those which by their nature were to be satisfied at completion), the party shall provide the other party with a written confirmation of satisfaction or waiver of such condition set out in Clause 3.1 and 3.2. The written confirmation was a "CP Confirmation Certificate" in the form set out in Schedule 3 to the said SPA. It was clarified that if a CP Confirmation Certificate is wrongfully withheld, it shall not affect the rights of the relevant party to enforce completion on the completion date in accordance with the terms of the said SPA.

13. Clause 12.5 of the said SPA explicitly provided that any waiver could only be made by a written instrument. It was also provided that no delay in exercising or omission to exercise any right, power or remedy accruing upon any default shall impair any such right, power or remedy or shall be construed as a waiver thereof or any acquiescence of such default, nor shall the action or inaction apropos any default or any acquiescence by it in any default, affect or impair any right, power or remedy of such party in respect of any other default.

Gati Limited, Kondapur, Hi Tech City, Hyderabad - 500 084, India
Phone - 040 7120 4400, mahendra.agarwal@gati.com

Management pending completion

14. Clause 4.2(i) of the said SPA stipulated that pending the completion of the transaction, i.e. from the execution date until completion, the Sellers were to carry on the business of the Company. It was postulated that the Sellers shall use commercially reasonable endeavours such that the business of the Company is carried on in all material respects in the ordinary course of business consistent with their respective past custom and practice as carried on prior to or as on the execution date.

15. Clause 4.3 of the said SPA stipulated that after the expiry of 15 working days from the date of the detailed public statement and prior to completion, the Sellers shall at the option of the Company procure that a board meeting of the Company is held at which 1 nominee of All Cargo is recommended for appointment as an Additional Director on the board of the Company in terms of Regulation 24(1) of the SEBI Takeover Regulations.

Transaction, Transaction to be completed when

16. Clause 1.1 (rr) of the said SPA defined the term "Transaction" as the sale and purchase of the sale shares and other related matters as described under the said SSA.

17. Clause 1.1 (j) of the said SPA defined the term "Completion" as the completion of the transactions contemplated by the SPA as provided in Clause 5.
Note: *Transaction envisaged under Clause 5 was essentially, (i) the sale and purchase of the shares, (ii) board meetings for resignations and/or appointments and (iii) execution of personal guarantees and bank guarantee as articulated hereinafter.*

18. Clause 1.1 (k) of the said SPA defined the term "Completion Date" as a date to be mutually agreed between the parties, which date shall be as soon as possible after the date on which all of the conditions to completion set forth in Clause 3 (other than conditions, which, by their terms are to be satisfied or waived at Completion, but subject to the satisfaction or waiver of those conditions at Completion) have been satisfied, or waived by the party entitled to waive the same, in accordance with the provisions of the said SPA.

19. Clause 5.1 of the said SPA provided that subject to the conditions set out in Clauses 3.1 and 3.2, Completion shall take place on the Completion Date. The aforesaid clause also contained a provision for the eventuality of a restraining order apropos the sale shares, namely, that the transaction apropos the sales covered by the restraining order would be completed with 5 days of such a restraining order being set aside or vacated.

20. Clause 5.2 of the said SPA provided that the completion would not occur unless all of the obligations set out in Clauses 5.3 to 5.5 were simultaneously complied with and are fully effective. Furthermore, it was also provided that the obligations under Clauses 5.3 to 5.5 are interdependent of each other.

21. Clause 4.3 of the said SPA provided that All Cargo may, after expiry of 21 working days from the date of the detailed public statement, proceed to complete the transaction in accordance with the terms of the said SPA, provided the entire open offer consideration was deposited in open offer escrow.

Gati Limited, Kondapur, Hi Tech City, Hyderabad - 500 084, India
Phone - 040 7120 4400, mahendra.agarwal@gati.com

Manner in which Transaction was to be completed

22. Clause 2.3 of the said SPA provided that the transaction of the sale shares was to be executed on the stock exchange either through block deal window or market window.

23. Clause 5.3 of the said SPA provided that the transaction was to be completed by on-market or off-market transaction (in the event of difference in the market price and purchase consideration under the said SPA) and the detailed modalities in respect of the same were provided.

24. Clause 5.4 of the said SPA provided that the Sellers were to procure a board meeting of the Company and its subsidiaries at which the following business was to be transacted:
    a. Resignation of the Sellers and their nominees on the board of the Company and its subsidiaries shall be accepted.
    b. Appointment of directors nominated by All Cargo to the board of the Company's subsidiaries and associate companies as additional directors shall be approved as per SEBI Takeover Regulations.

    These were to be enforceable notwithstanding any restraining order.

25. Clause 5.5 of the said SPA stated that on the completion date, MKA was to execute in the agreed form, the deed of personal guarantee and within 15 days from the completion date or such extended period mutually agreed, handover the original bank guarantee.

26. Clause 5.2 of the said SPA provided that the obligations under Clauses 5.3 to 5.5 were to be interdependent of each other and the completion would not occur unless all of the obligations set out in Clauses 5.3 to 5.5 were simultaneously complied with and are fully effective.

Obligations / Conditions / Acts pursuant to completion

27. Clause 4.3 of the said SPA provided that All Cargo, after the expiry of 21 working days from the date of the detailed public statement, may proceed to complete the transaction in accordance with the terms of the said SPA, provided the entire open offer consideration was deposited in open offer escrow.

28. Clause 7.1(iv) of the said SPA provided that All Cargo was to not later than at the conclusion of the open offer, take all steps necessary, including approval of shareholders of Gati KWE to appoint MKA as the non-executive Vice-Chairman of Gati KWE for a tenure of 5 years or such longer period as mutually agreed.

29. Clause 7.1(iv) of the said SPA stated that All Cargo was to extend Corporate Guarantees or such other securities as may be required by and acceptable to banks and financial institutions for the purpose of giving effect to the provisions of Clause 7.2(ii).

Arbitration

30. Clause 10 of the said SPA provided that in the event of any disputes arising between the parties, notice of such dispute being given and an endeavour to be made to negotiate and settle such disputes amicably. In the event, the dispute is not resolved within 30 days of the notice, the attempt to bring about an amicable settlement shall be considered to have failed.

31. Upon the aforesaid failure to amicably resolve, such disputes were to be referred to arbitration under the Arbitration and Conciliation Act, 2016. A tribunal of 3 members was envisaged, the Sellers being entitled to appoint one arbitrator and All Cargo being entitled to appoint another Arbitrator and the two arbitrators so appointed would elect the presiding arbitrator.

II. <u>Disputes between the Parties:</u>

32. All Cargo has *inter alia* deliberately and wilfully breached and contravened the said SPA inasmuch as:
    i. All Cargo's actions in an attempt to remove MKA as the Managing Director of the Company.
    ii. All Cargo is yet to complete the transaction envisaged under the said SPA, as All Cargo has failed to acquire the balance equity shares of the Sellers.
    iii. Forcing and Compelling the Independent Directors (who were appointed by shareholders prior to execution of the said SPA and whose tenure was decided by the shareholders), on the Board of Directors of the Company to resign.
    iv. Appointment of 7 (seven) nominees to the board of the Company, when the aforesaid Share Purchase Agreement only permitted the appointment of 1 (one) nominee.

33. It is evident that the transaction envisaged under the said SPA has not been completed and All Cargo has deliberately and wilfully breached the said SPA. Thus, in such circumstances, the Sellers in terms of the said SPA are to continue to carry out the business of the Company pending completion of the transaction.

34. Under the said SPA, All Cargo was to acquire 94,18,332 equity shares of the Sellers. An additional 9,67,000 equity shares of TCI, was to be acquired if they were restored prior to the completion date. **All Cargo has as on date acquired only 62,88,399 shares, leaving a total of 40,96,933 shares remaining to be acquired. At present, the following shares remain to be acquired:**
    i. 3,54,827 shares that are unencumbered
    ii. 8,00,000 shares that are pledged with HDFC and for which an in-principle NOC for Sale has been obtained
    iii. 16,71,666 shares that have been attached pursuant to the Order dated 5th December 2019 – *All Cargo is obligated to acquire the same within 5 days of the Order being vacated.*
    iv. 9,67,000 shares of TCI that are yet to be restored – *All Cargo is obligated to acquire the same prior to the Completion date.*
    v. 2,86,208 pledged with a lender, which have been invoked.

35. All Cargo, in a blatant and fraudulent contravention of the said SPA, is seeking to remove MKA as Managing Director of the Company, even though MKA's term as Managing Director is due to expire on 31st July 2021 (unless All Cargo complies with its obligations under the said SPA and completes the transaction). A meeting of the Board of Directors was scheduled on 19th August 2020 and 4th September, 2020, at which one of the items on the Agenda was apropos the removal of MKA as a Director and Managing Director, which is in contravention to Clauses 4.2 and 5.4 of the said SPA.

Gati Limited, Kondapur, Hi Tech City, Hyderabad - 500 084, India
Phone - 040 7120 4400, mahendra.agarwal@gati.com

III. Orders passed by the Hon'ble Bombay High Court and the Hon'ble Supreme Court:

36. In view of the aforesaid deliberate breaches, the Sellers filed an Application under Section 9 bearing Commercial Arbitration Petition LD-VC-CARBP-26-2020 (**"Section 9 Petition"**) of the Arbitration and Conciliation Act, 1996 (**"the Act"**) before the Hon'ble Bombay High Court. The Section 9 Petition came up for hearing on 17th and 18th August, 2020 wherein the Sellers pressed for ad-interim reliefs in the nature of prayer clause (e) of the Petition which has been reproduced hereunder:

> *"(e) in the alternative to prayer clauses (c) and (d) above, to direct the Respondents to maintain status quo insofar as the Board of Directors, the Managing Director, Key Management Personnel of Respondent No. 2 and/or its subsidiaries and associate companies are concerned."*

37. By an Order dated 18th August, 2020, the Learned Single Judge refused to grant the ad-interim relief sought by the Sellers. The Sellers accordingly preferred an Appeal under Section 37 of the Act bearing Commercial Arbitration Appeal No. LD-VC-CARBA-317-2020 before the Division Bench (**"Section 37 Appeal"**). By an Order dated 22nd August, 2020, the Division Bench admitted the Appeal and directed All Cargo and the Company to maintain status quo in so far as the Board of Directors, the Managing Directors, the Key Management personnel of the Company, till the hearing and final disposal of the Appeal. The relevant portion of the Order dated 22nd August, 2020 has been reproduced hereunder:

> *"19. Hence, in view of the above, we proceed to pass the following order:*
> *(a) Admit;*
> *(b) Respondents to maintain status quo in so far as the Board of Directors, the Managing Directors, the Key Management personnel of Respondent No. 2, till the hearing and final disposal of the Appeal;"*

38. Aggrieved by the Order dated 22nd August, 2020, All Cargo and the Company filed Special Leave Petitions (Civil) bearing Nos. 10202 and 10222 of 2020 respectively (**"SLPs"**) before the Hon'ble Supreme Court impugning the Order dated 22nd August, 2020. The Hon'ble Supreme Court by an Order dated 4th September, 2020 disposed of the SLPs in the following terms:

> ***"Having heard all the learned counsel appearing for the parties, we are of the view that the High Court's interim order be substituted as follows:***
>
> ***That a Board meeting may be called within next four days in order to consider all the agenda items including agenda item No. 6. Thereafter, AGM/EGM, that is to be held, may be held after giving the requisite statutory notice. Resolutions that are passed at the AGM/EGM qua the re-election or removal of Mr. M. K. Agarwal as Director/Managing Director respectively will not be given effect and will be subject to further orders that may be passed in the pending proceedings in the arbitration appeal in Bombay.***
>
> ***The special leave petitions stand disposed of.***
>
> ***Pending applications stand disposed of.***

39. Given that disputes have arisen between the parties, the Sellers are in the process of invoking arbitration in terms of clause 10 of the SPA and clause 11 of SSA.

40. The matter is therefore sub-judice before the Hon'ble Bombay High Court and any resolutions passed at the meeting of the Board of Directors and at the Annual General Meeting / Extraordinary General Meeting of the shareholders of the Company will be subject to the outcome of the Section 37 Appeal.

Gati Limited. Kondapur, Hi Tech City, Hyderabad - 500 084. India
Phone - 040 7120 4400, mahendra.agarwal@gati.com