

HINDUJA VENTURES LIMITED

Registered Office: 49/50, In Centre, 12th Road, MIDC, Andheri (East), Mumbai – 400093.

COURT CONVENED MEETING OF THE EQUITY SHAREHOLDERS

Day : Thursday
Date : 18th November, 2010
Time : 11.00 a.m.
Venue : Hall of Harmony, Nehru Centre,
Dr. Annie Besant Road,
Worli, Mumbai – 400018.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SUMMONS FOR DIRECTION NO. 669 OF 2010

In the matter of Companies Act, 1956;

And

In the matter of Sections 391 to 394 of the Companies Act, 1956;

And

In the matter of Hinduja Ventures Limited;

And

In the matter of the Scheme of Amalgamation of HTMT Telecom Private Limited into Hinduja Ventures Limited.

Hinduja Ventures Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at 49/50, In Centre, 12th Road, MIDC, Andheri (East), Mumbai - 400093.

.....Applicant Company

**NOTICE CONVENING MEETING OF EQUITY SHAREHOLDERS OF
HINDUJA VENTURES LIMITED, APPLICANT COMPANY**

To,

The Members holding Equity Shares of Hinduja Ventures Limited, the Applicant Company.

TAKE NOTICE that by an Order made on 15th October, 2010, the High Court of Judicature at Bombay has directed that a meeting of the Equity Shareholders of Hinduja Ventures Limited, the Applicant Company, be convened and held on Thursday, the 18th November, 2010 at 11.00 a.m. at Hall of Harmony, Nehru Center, Dr. Annie Besant Road, Worli, Mumbai – 400018, Maharashtra, for the purpose of considering, and, if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme of Amalgamation of HTMT Telecom Private Limited into Hinduja Ventures Limited.

TAKE FURTHER NOTICE that in pursuance of the said Order, a meeting of the Equity Shareholders of the Applicant Company will be convened and held on Thursday, the 18th November, 2010 at 11.00 a.m. at Hall of Harmony, Nehru Center, Dr. Annie Besant Road, Worli, Mumbai – 400018, Maharashtra, which you are requested to attend.

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or by proxy, provided that the proxy in the prescribed form duly signed by you, is deposited at the Registered Office of the Applicant Company situated at 49/50, In Centre, 12th Road, MIDC, Andheri (East), Mumbai - 400093, not later than forty-eight hours before the date of the meeting.

The Hon'ble High Court of Judicature at Bombay has appointed Mr. Anil Harish, Director of the Applicant Company failing him, Mr. H.C. Asher, Director of the Applicant Company, failing him, Mr. Virendra Bhatt, Practicing Company Secretary, to be the Chairman of the said meeting.

A copy each of the Scheme of Amalgamation, Statement under Section 393 of Companies Act, 1956, a Form of Proxy and Attendance Slip is enclosed.

Dated this 18th Day of October, 2010

Sd/-

Mr. Anil Harish
Chairman appointed for the Meeting

Registered Office:

49/50, In Centre,
12th Road, MIDC, Andheri (East),
Mumbai - 400093.

Note:

1. All alterations made in the Form of Proxy should be initialled.
2. Only registered shareholders of the Applicant Company may attend and vote (either in person or by proxy or by Authorised Representative under Section 187 of the Companies Act, 1956) at the Equity Shareholders meeting.

Enclosures: As above

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SUMMONS FOR DIRECTION NO. 669 OF 2010

In the matter of Companies Act, 1956;

And

In the matter of Sections 391 to 394 of the Companies Act,
1956;

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In the matter of Hinduja Ventures Limited;

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Private Limited into Hinduja Ventures Limited.

Hinduja Ventures Limited, a company
incorporated under the Companies Act, 1956
and having its registered office at 49/50, In
Centre, 12th Road, MIDC, Andheri (East),
Mumbai - 400093.

.....Applicant Company

EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956

1. Pursuant to an Order dated 15th October, 2010 passed by the Hon'ble High Court of Judicature at Bombay (the "Order") in the Company Summons for Direction No. 669 referred to above, a meeting of the members holding Equity Shares of Hinduja Ventures Limited, the Applicant Company has been ordered to be convened on Thursday, the 18th November, 2010 at 11.00 a.m. at Hall of Harmony, Nehru Center, Dr. Annie Besant Road, Worli, Mumbai – 400018, Maharashtra, for the purpose of considering and, if thought fit, approving with or without modification(s), the arrangement embodied in the Scheme of Amalgamation of HTMT Telecom Private Limited into Hinduja Ventures Limited ("The Scheme"). A certified copy of the Order is available for inspection at the Registered Office of the Applicant Company at 49/50, In Centre, 12th Road, MIDC, Andheri (East), Mumbai - 400093 between 10.00 a.m. and 12.00 noon on any working day except Saturdays and Sundays upto the date of the meeting.
2. In this Statement, Hinduja Ventures Limited is hereinafter referred to as the "Applicant Company" or "HVL" or the "Transferee Company" and HTMT Telecom Private Limited is hereinafter referred to as "HTPL" or the "Transferor Company".
3. The resolution to be submitted for approval of the Equity Shareholders of the Applicant Company at the said Meeting will read as follows:-

"RESOLVED THAT the arrangement as embodied in the Scheme of Amalgamation of HTMT Telecom Private Limited into Hinduja Ventures Limited placed before the meeting and initialed by the Chairman for the purpose of identification, be and is hereby approved.

RESOLVED FURTHER THAT the Board of Directors of the Company be and are hereby jointly and severally authorised to do and perform all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, expedient, desirable or appropriate to give effect to this resolution in all respects."
4. The Applicant Company was incorporated as a public limited company under the Companies Act, 1956 on 18th July, 1985 in Mumbai under the name of "Mitesh Mercantile & Financing Limited". The Certificate of Commencement of business was issued on 6th August, 1985. The name of the Applicant Company was changed from "Mitesh Mercantile & Financing Limited" to "Hinduja Finance Corporation

Limited” and a fresh Certificate of Incorporation consequent upon the change of name was issued on 31st March, 1995. The name of the Applicant Company was later changed from “Hinduja Finance Corporation Limited” to “Hinduja TMT Limited” on 8th June, 2001. The name of the Applicant Company was further changed from “Hinduja TMT Limited” to “Hinduja Ventures Limited” and a fresh Certificate of Incorporation consequent upon the change of name was issued on 23rd October, 2007.

5. The Authorised, Issued, Subscribed and Paid-up Share Capital of the Applicant Company as on 31st March, 2010 was as under:

Hinduja Ventures Limited	
Particulars	Amount in Rupees
Authorised	
70,000,000 (Previous Year – 70,000,000) Equity Shares of Rs. 10/- each.	700,000,000
Issued, subscribed and paid-up	
20,555,503 (Previous Year – 20,555,503) Equity Shares of Rs. 10/- each fully paid-up.	205,555,030

6. HTPL was incorporated as a private limited company under the Companies Act, 1956 on 6th February, 2007, in Mumbai.
7. The Registered Office of HTPL is situated at 49/50, In Centre, 12th Road, MIDC, Andheri (East), Mumbai – 400093, Maharashtra, India.
8. The Authorised, Issued, Subscribed and Paid-up Share Capital of HTPL as on 31st March, 2010 was as under:

HTMT Telecom Private Limited	
Particulars	Amount in Rupees
Authorised	
1,00,10,000 (Previous Year- 1,00,10,000) Equity Shares of Rs. 10/- each.	100,100,000
9,90,000 (Previous Year – Nil) 1% Participatory Non- Cumulative Redeemable Preference Shares of Rs. 10/- each.	9,900,000
Issued, subscribed and paid-up	
1,00,10,000 (Previous Year- 1,00,10,000) Equity Shares of Rs. 10/- each, fully paid up.	100,100,000
8,20,000 (Previous Year- Nil) 1% Participatory Non- Cumulative Redeemable Preference Share of Rs. 10/- each, fully paid up.	8,200,000

9. Some of the main objects of the Applicant Company as embodied in Clause III of the Memorandum of Association inter alia include the following:
- “1. To carry on the business as merchants, traders and distributors, commission agents, brokers, adatas, buyers, sellers, importers, exporters, dealers in textile, cloth, silk, rayon, manmade fabrics, synthetic, woolen, yarn, threads, garments, made up hosiery.
 2. To carry on business of financing by way of loans and advances for subscribing the capital of industrial enterprises.”
10. On considering the facts, circumstances and benefits, the Board of Directors (the “Board”) of the Applicant Company approved the Scheme on 30th July, 2010 and the Board of Directors (the “Board”) of HTPL approved the Scheme on 26th July, 2010.
11. The Board of the Applicant Company and HTPL believes that the proposed arrangement is in the interest of the Shareholders and the Creditors. The Applicant is of the considered view that by the proposed arrangement, the Applicant Company who would acquire the entire business and the whole of undertaking of HTPL, would be able to give effective focus on its business and thus it would be possible

to achieve economy, better administration and efficiency in operation of both the undertakings which would ultimately benefit the Shareholders of both the Applicant Company and the Transferor Company.

12. The Applicant Company has received no-objection letters from the Bombay Stock Exchange Limited and National Stock Exchange of India Limited for filing the Scheme of Amalgamation with the Hon'ble High Court of Judicature at Bombay.
13. The salient features of the Scheme are as follows:

3. TRANSFER AND VESTING

- 3.1 With effect from the Appointed Date and upon this Scheme coming into effect, the Transferor Company shall stand merged with and be vested in the Transferee Company, as a going concern, without any further act or instrument and pursuant to the provisions of Sections 391 to 394 of the Act, together with all the properties, assets, rights, liabilities, benefits and interest therein, as more specifically described in the subsequent clauses of this Scheme.
- 3.2 With effect from the Appointed Date, the entire business and the whole of the Undertaking of the Transferor Company shall, without any further act or deed, be and stand transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company as a going concern, pursuant to the provisions of Sections 391 to 394 and other applicable provisions of the Act, PROVIDED ALWAYS that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security after the amalgamation has become effective or otherwise. The transfer/vesting as aforesaid shall be subject to the existing charges/hypothecation over or in respect of the Assets or any part thereof of the Transferor Company. Further, the Transferee Company shall not be required to create any additional security over assets acquired by it under the Scheme for any loans, deposits or other financial assistance availed /to be availed by the Transferor Company.
- 3.3 With effect from the Appointed Date, and subject to any corrections and adjustments as may be required, in the opinion of the Board of Directors of the Transferee Company, the Reserves and Surplus if any, of the Transferor Company will be merged with those of the Transferee Company in the same form and nomenclature as they appeared in the financial statements of the Transferor Company.
- 3.4 Any legal or other proceedings by or against Transferor Company pending on the Effective Date and relating to the Undertaking (including property rights, powers, liabilities, obligations and duties) of Transferor Company shall be continued and enforced by or against the Transferee Company, in the same manner and to the same extent as it would or might have been continued and enforced by or against Transferor Company.
- 3.5 It is expressly provided that in respect of such of the assets of the Transferor Company as are moveable in nature or are otherwise capable of being transferred by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company by physical delivery and shall become the property of the Transferee Company pursuant to the provisions of Sections 391 to 394 of the Act.
- 3.6 With effect from the Appointed Date, all liabilities, debts, duties and obligations of the Transferor Company shall, without any further act or deed, also stand transferred to the Transferee Company, pursuant to the applicable provisions of the Act, so as to become as from the Appointed Date, the liabilities, debts, duties and obligations of the Transferee Company.
- 3.7 All inter party transactions between the Transferor Company and the Transferee Company as may be outstanding on the Appointed Date or which may take place subsequent to the Appointed Date and prior to the Effective Date, shall be considered as intra party transactions for all purposes from the Appointed Date. Any loans or other obligations, if any, due inter-se i.e. between the Transferor Company and the Transferee Company as on the Appointed Date, and thereafter till the Effective Date, shall stand automatically extinguished.

4. ALTERATIONS/AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION OF TRANSFeree COMPANY

With respect to the Transferee Company, upon this Scheme becoming effective but before allotment of the Equity Shares in terms of this Scheme:

- 4.1 The Memorandum of Association of the Transferee Company shall stand altered and amended without any separate approval from the shareholders of the Transferee Company pursuant to Section 17 of the Act or without any further act or deed, or without following the procedure laid down under the Act by way of addition of the following new clauses nos 2c (i) and 2c (ii) of the Memorandum of Association, after the existing clause 2c:

2c (i) To establish and operate state of the art Telecommunication infrastructure consisting of wire and wireless services of all types and development of Telecommunication network.

2c (ii) To undertake and to provide basic and Cellular Mobile Telephone services including Broad Band value added services and to provide telephonic services to the public, to participate in tender for Basic and Cellular Mobile Telephone infrastructure services and tender for provision of telephone services in India and seek all Government approvals in connection with such participation.

5. ISSUE OF SHARES BY THE TRANSFeree COMPANY

Transferor Company is a wholly owned (100%) subsidiary of Transferee Company, on amalgamation no separate consideration shall be paid by the Transferee Company to the Shareholders of the Transferor Company and no shares shall be issued by the Transferee Company to any person in consideration of or consequent upon the amalgamation and the share capital of the Transferor Company shall be extinguished upon the Scheme becoming effective.

6. TRANSACTIONS BETWEEN APPOINTED DATE AND EFFECTIVE DATE

- 6.1 With effect from the Appointed Date and upto and including the Effective Date;

- (i) the Transferor Company shall be deemed to have been carrying on and shall carry on all business and activities relating to the Undertaking and stand possessed of the properties so to be transferred, for and on account of and in trust for the Transferee Company, including but without limitation, payment of advance income tax and subsequent installments of income tax, sales tax, excise and other statutory levies, etc.
- (ii) all incomes, profits, benefits and incentives accruing to the Transferor Company or losses arising or incurred by it relating to the Undertaking shall, for all purposes, be treated as the incomes, profits, benefits and incentives or losses, as the case may be, of the Transferee Company.

- 6.2 The Transferor Company hereby undertakes, from the Appointed Date upto and including the Effective Date -

- (i) to carry on the business of the Undertaking with reasonable diligence and business prudence and not borrow alienate, charge, mortgage, encumber or otherwise deal with or dispose of the Undertaking or any part thereof, nor to undertake any new business or a substantial expansion of its existing business except with prior written consent of the Transferee Company.
- (ii) not to utilise the profits, if any, relating to the Undertaking for the purposes of declaring or paying any dividend in respect of the period falling on and after the Appointed Day without obtaining prior approval of the Transferee Company.

- 6.3 The Transferee Company shall be entitled, pending the sanction of Scheme, to apply to the Central or State Government and all other agencies departments and regulatory or other authorities concerned as are necessary under any law, for such registrations, consents, approvals, licenses and sanctions which the Transferee Company may require to own and operate the Undertaking.

7. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, leases, insurance policies and other instruments of whatsoever nature relating to the Undertaking to which the Transferor Company is a party and subsisting or having effect on or before the Effective date shall be 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 Company, the Transferee Company had at all material times been a party thereto.

8. DIRECTORS

Upon the Scheme finally coming into effect, the Directors of the Transferor Company shall cease to be Directors of the Transferor Company, without any further approvals, resolutions, filings etc.

9. LEGAL PROCEEDINGS

If any suit, writ petition, appeal, revision or other proceedings of whatever nature before any court or tribunal or any other forum (hereinafter called the "Proceedings") by or against the Transferor Company be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking of the Transferor Company or of anything contained in the Scheme, but the Proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made.

PART IV

10. ACCOUNTING TREATMENT

Upon the Scheme becoming effective:

- 10.1 The Transferee Company shall account for the assets and liabilities of the Transferor Company vested in it in terms of the Scheme at book value appearing in the books of the Transferor Company. The Transferee Company shall record in its books of account, all transactions of the Transferor Company in respect of assets, liabilities, income and expenses at its book value from the Appointed Date to the Effective Date.
- 10.2. The inter-company balances, if any, shall stand cancelled.
- 10.3 Subject to provisions of this Scheme, the Transferee Company shall abide by the AS- 14 issued by the Institute of Chartered Accountants of India.
- 10.4. Pursuant to the Scheme coming into effect, investments made by the Transferee Company in the Transferor Company in the equity and the participatory non-cumulative redeemable preference shares shall automatically stand cancelled.

PART V

11. APPLICATION TO THE HIGH COURT

On the Scheme being agreed to by the requisite majority of the members and creditors of the Transferor Company and the Transferee Company, the Transferor Company and the Transferee Company shall respectively and /or jointly with reasonable dispatch, apply to the High Court of Judicature at Bombay for sanctioning this Scheme of Amalgamation under Sections 391 to 394 of the Act and for an order or orders under Section 394 of the Act for carrying this Scheme into effect.

12. MODIFICATIONS/AMENDMENTS TO THE SCHEME:

The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may, in their full and absolute discretion, assent to any alterations or modifications in this Scheme which the Court may deem fit to approve or impose or direct and may give such directions as they may consider necessary to settle any questions or difficulty that may arise under the Scheme or in regard to its implementation or in any matter connected therewith (including any question or difficulty arising in / connected with any deceased or insolvent shareholder of the respective Company). In the event that any conditions are imposed or directions given by the said High Court which the Transferor Company or the Transferee Company find unacceptable for any reason whatsoever then the Transferor Company and/or the Transferee Company shall be entitled to withdraw from the Scheme in which event no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.

13. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

The Scheme is conditional upon and subject to:

- (i) The Scheme being agreed to by the respective requisite majority of the members and creditors of the Transferor Company and the Transferee Company and the requisite order or orders referred to in Clause 11 hereof being obtained;

- (ii) The sanction of the Scheme by the High Court of Judicature at Bombay under Sections 391 and 394 of the Act, in favour of the Transferor Company and the Transferee Company and to the necessary Order or Orders under Section 394 of the Act, being obtained;
- (iii) The certified copies of the orders of the Hon'ble High Court at Bombay referred to in Clause 11 above being filed with the Registrar of Companies, Maharashtra at Mumbai.
- (iv) Any other sanction or approval of any governmental or regulatory authority, as may be considered necessary and appropriate by the respective Board of Directors of the Transferor Company and the Transferee Company, being obtained and granted in respect of any of the matters for which such sanction or approval is required.

14. SCHEME RENDERED NULL AND VOID

- 14.1 This Scheme although to come into operation from the Appointed Date shall not become effective until the last of the date on which the last of the aforesaid consents, approvals, permissions, resolutions and orders as mentioned in Clause 13 shall be obtained or passed. The last of such dates shall be the "Effective Date" for the purpose of this Scheme.
- 14.2 In the event of this Scheme failing to take effect finally within such period or periods as may be decided by the Transferor Company (by its Directors) and the Transferee Company (by its Directors), this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or by incurred inter se to or by the Parties or any one of them.

15. OPERATIVE DATE OF THE SCHEME

The Scheme, although operative from the Appointed Date, shall become effective from the Effective Date.

16. DISSOLUTION OF THE TRANSFEROR COMPANY

On the Scheme becoming effective, the Transferor Company shall be dissolved without winding up in accordance with the provisions of Sections 391 to 394 of the Act.

17. EXPENSES CONNECTED WITH THE SCHEME:

- 17.1 Save and except as provided elsewhere in the Scheme, all costs, charges, taxes, levies and other expenses including registration fee of any deed, in relation to or in connection with negotiations leading upto the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of the Scheme shall be borne and paid by the Transferee Company.
- 17.2 In the event that this Scheme fails to take effect within such period or periods as may be decided by the Transferor Company (by its Board of Directors) and the Transferee Company (by its Board of Directors), or the scheme is rendered null and void in terms of Clause 14.2 of this Scheme then, the Transferor Company and Transferee Company shall bear their own costs and expenses incurred by them, in relation to or in connection with the Scheme.

18. GENERAL TERMS AND CONDITIONS

- 18.1 The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make all applications/ petitions under Section 391 and 394 and other applicable provisions of the Act to the Court for the sanctioning of the Scheme and obtain all approvals and consents as may be required under law or any agreement.
- 18.2 The respective Board of Directors of the Transferor Company and the Transferee Company may empower any Committee of Directors or Officer(s) or any individual director, officer or other person to discharge all or any of the powers and functions, which the said Board of Directors are entitled to exercise and perform under the Scheme.
- 18.3 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Transferor Company and the Transferee Company and their respective shareholders and/or creditors, and the terms and conditions of this Scheme, the latter shall prevail.
- 18.4 If any part of this Scheme is invalid, ruled illegal by any court or authority of competent jurisdiction or unenforceable under the present or future laws, then it is the intention of the parties that such

part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part.

14. A copy of the latest audited accounts of Applicant Company and the Transferor Company can be inspected at the registered office of the Applicant Company.
15. None of the Directors of the Applicant Company and/ or Transferor Company have any material interest in the Scheme save and except to the extent of their shareholding in the Applicant Company and/ or Transferor Company as on 30th July, 2010 as set out herein below:

Shareholding of Directors of Hinduja Ventures Limited

Sr. No.	Name of the Director	Number of Shares held	Shareholding in %
1	*Mr. Ashok P. Hinduja	11,88,140	5.78
2	Ms. Vinoo Hinduja	61,065	0.30
3	Mr. Ravi Mansukhani	5,000	0.02

*A. P. Hinduja (HUF) -54,327 A.P. Hinduja Jt. A/c with Harsha Ashok Hinduja 45,313, Ashok P. Hinduja-31,600, A.P. Hinduja Jt. A/c with S. P. Hinduja HUF (Bigger) and Hinduja Properties Developments Ltd – 385,715, A. P. Hinduja Jt. A/c with Hinduja Properties Developments Ltd and S. P. Hinduja HUF (Bigger)-671,185.

Shareholding of Directors of HTMT Telecom Private Limited

Sr. No.	Name of the Director	Number of Shares held	Shareholding in %
1	Mr. Abin Kumar Das	Nil	Nil
2	Mr. Kailash Chandra Samdani	Nil	Nil
3	Mr. Vishin Gurnani	Nil	Nil

16. No investigation proceedings have been instituted and/or pending under Sections 235 to 251 of the Act, in respect of the Applicant Company and the Transferor Company.
17. The pre and post shareholding pattern of the Applicant Company as on 30th July, 2010 is as under:

Category	Pre Arrangement		Post Arrangement	
	No of shares held	% of shareholding	No of shares held	% of shareholding
Govt.{Central & State (s)}	0	0.00	0	0.00
Govt.Companies	0	0.00	0	0.00
Public Financial Institutions	0	0.00	0	0.00
Nationalised/Other Banks	4,250	0.02	4,250	0.02
Mutual Funds	21,91,945	10.66	21,91,945	10.66
Venture Capital	0	0.00	0	0.00
Foreign Holdings	46,71,598	22.73	46,71,598	22.73
Bodies Corporate	77,03,696	37.48	77,03,696	37.48
Directors/Relatives of Directors	42,91,985	20.88	42,91,985	20.88
Other top 50 shareholders (other than those listed above)	6,84,339	3.33	6,84,339	3.33
Others (Individuals)	10,07,690	4.90	10,07,690	4.90
Total	2,05,55,503	100.00	2,05,55,503	100.00

- (b) (i) The pre and post shareholding pattern of the Transferor Company as on 30th July, 2010 is as under (Equity):

Category	Pre Arrangement		Post Arrangement	
	No of shares held	% of shareholding	No of shares held	% of shareholding
Govt.{Central & State (s)}	0	0.00	0	0.00
Govt. Companies	0	0.00	0	0.00
Public Financial Institutions	0	0.00	0	0.00
Nationalised/Other Banks	0	0.00	0	0.00
Mutual Funds	0	0.00	0	0.00
Venture Capital	0	0.00	0	0.00
Foreign Holdings	0	0.00	0	0.00
*Bodies Corporate	1,00,10,000	100.00	0	0.00
Directors/Relatives of Directors	0	0.00	0	0.00
Other top 50 shareholders (other than those listed above)	0	0.00	0	0.00
Others (Individuals)	0	0.00	0	0.00
Total	1,00,10,000	100.00	0	0.00

* 30 shares held by other shareholder as a nominee of Hinduja Ventures Limited

- (ii) The pre and post shareholding pattern of the Transferor Company as on 30th July, 2010 is as under (Preference):

Category	Pre Arrangement		Post Arrangement	
	No of shares held	% of shareholding	No of shares held	% of shareholding
Bodies Corporate	99,00,000	100.00	0	0.00
Total	99,00,000	100.00	0	0.00

Mumbai

Dated this 18th day of October, 2010

Sd/-

Mr. Anil Harish

Chairman appointed for the Meeting

Registered Office:

49/50, In Centre,
12th Road, MIDC, Andheri (East),
Mumbai - 400093

Note: The following documents will be open for inspection at the registered office of the Applicant Company between 10.00 a.m. and 12.00 noon on any working day except Saturdays and Sundays prior to the date of the meeting.

- Memorandum of Association and Articles of Association of Hinduja Ventures Limited.
- Audited Balance Sheet and Profit and Loss Account of Hinduja Ventures Limited for the year ended 31st March, 2010.
- Unaudited Balance Sheet and Profit and Loss Account of Hinduja Ventures Limited for the period 30th June, 2010
- Memorandum of Association and Articles of Association of HTMT Telecom Private Limited.
- Audited Balance Sheet and Profit and Loss Account of Hinduja Ventures Limited for the year ended 31st March, 2010.
- Unaudited Balance Sheet and Profit and Loss Account of HTMT Telecom Private Limited for the period 30th June, 2010.
- A copy of the Scheme of Amalgamation of HTMT Telecom Private Limited into Hinduja Ventures Limited.
- A certified true copy of the Order passed by the Hon'ble High Court of Judicature at Bombay on 15th October, 2010 directing convening of the meeting.
- No- Objection Letter of the National Stock Exchange of India Limited dated 16th September, 2010 granting their no- objection to the proposed Scheme of Amalgamation of HTMT Telecom Private Limited into Hinduja Ventures Limited.
- No- Objection Letter of the Bombay Stock Exchange Limited dated 6th September, 2010 granting their no- objection to the proposed Scheme of Amalgamation of HTMT Telecom Private Limited into Hinduja Ventures Limited.

**SCHEME OF AMALGAMATION
UNDER SECTION 391 READ WITH SECTION 394
OF THE COMPANIES ACT, 1956**

**OF
HTMT TELECOM PRIVATE LIMITED
(Transferor Company)**

**INTO
HINDUJA VENTURES LIMITED
(Transferee Company)**

PART I

BACKGROUND AND RATIONALE OF THE SCHEME

(A) HTMT Telecom Private Limited (hereinafter referred to as "HTPL" or the "Transferor Company") was incorporated as a private limited company under the Companies Act, 1956 on 6th February, 2007, in Mumbai. The Registered Office of the Company is situated in the State of Maharashtra.

The main objects of the Transferor Company are as follows:

1. To establish and operate state of the art Telecommunication infrastructure consisting of wire and wireless services of all types and development of Telecommunication network.
2. To undertake and to provide basic and Cellular Mobile Telephone services including Broad Band value added services and to provide telephonic services to the public, to participate in tender for Basic and Cellular Mobile Telephone infrastructure services and tender for provision of telephone services in India and seek all Government approvals in connection with such participation.

(B) Hinduja Ventures Limited (hereinafter referred to as "HVL" or the Transferee Company) was incorporated as a public limited company under the Companies Act, 1956 on 18th July, 1985 in Mumbai under the name of "Mitesh Mercantile & Financing Limited". The Certificate of Commencement of business was issued on 6th August, 1985. The name of the Transferee Company was changed from "Mitesh Mercantile & Financing Limited" to "Hinduja Finance Corporation Limited" and a fresh certificate of incorporation consequent on change of name was issued on 31st March, 1995. The name of the Transferee Company was later changed from "Hinduja Finance Corporation Limited" to "Hinduja TMT Limited" on 8th June, 2001. The name of the Transferee Company was further changed from "Hinduja TMT Limited" to "Hinduja Ventures Limited" and a fresh Certificate of Incorporation consequent upon change of name was issued on 23rd October, 2007.

Some of the main objects of the Transferee Company are as follows:

1. To carry on the business as merchants, traders and distributors, commission agents, brokers, adatsias, buyers, sellers, importers, exporters, dealers in textile, cloth, silk, rayon, manmade fabrics, synthetic, woolen, yarn, threads, garments, made up hosiery.
2. To carry on the business of financing by way of loans and advances for subscribing the capital of industrial enterprises.

(C) The Transferor Company has applied for telecom licences for 16 circles from the Department of Telecommunications (DoT), Government of India under the UASL Telecom Policy. The Company presently is engaged in activities relating to Media, Treasury and Infrastructure provider to telecom and other companies.

(D) The Transferee Company currently operates in three major business segments namely media and communications, real estate and treasury. While the media is the principal business segment of the Company which is operated through its subsidiaries, the real estate business relates to a property at Bangalore. The Treasury segment comprises deployment of cash surplus in various avenues, pending investment into new ventures. The Transferee Company is also registered as a sub-broker with Bombay Stock Exchange Limited and National Stock Exchange of India Limited under the SEBI (Stock Broker and Sub- broker) Regulation, 1992.

RATIONALE

(E) This Scheme (as defined hereinafter) envisages amalgamation of HTPL into HVL, resulting in consolidation of the business in one entity and strengthening the position of the merged entity, by enabling it to harness and optimize the synergies of the two companies. Accordingly, it would be in the best interests of HTPL and HVL, and their respective shareholders. The proposed amalgamation of HTPL into HVL is in line with the global trends to achieve size, scale, integration and greater financial strength and flexibility and in the interests of maximizing shareholder value. The merged entity is likely to achieve higher long-term financial returns than could be achieved by the companies individually. HTPL and HVL, believe that the financial, managerial and technical resources, personnel capabilities, skills, expertise and technologies of HTPL and HVL, pooled in the merged entity, will lead to increased competitive strength, cost reduction and efficiencies, productivity gains, and logistic advantages, thereby significantly contributing to future growth. Therefore, the management of HTPL and HVL believe that the Scheme of Amalgamation would benefit the respective companies and other stakeholders of respective companies, inter-alia, on account of the following reasons:

- (a) enable Transferee Company to use the resources of Transferor Company in development of business.
- (b) increase in net worth of Transferee Company, which will facilitate effective and better mobilization of financial resources.
- (c) reduction of overheads and other expenses facilitate administrative convenience and ensure optimum utilization of available services and resources;

(F) The proposed amalgamation and vesting of HTPL into HVL, with effect from the Appointed Date, is in the interest of the shareholders, creditors, stakeholders and employees, as it would enable a focused business approach for the maximization of benefits to all stakeholders and for the purposes of synergies of business.

(G) This Scheme is divided into the following parts:

- (a) Part I, which deals with the background and rationale of the Scheme;
- (b) Part II, which deals with the definitions and financial position of the Transferor Company and the Transferee Company;
- (c) Part III, which deals with the merger of the Transferor Company with the Transferee Company;
- (d) Part IV, which deals with the accounting treatment under this Scheme.
- (e) Part V, which deals with the general terms and conditions as applicable to this Scheme.

PART II

1. DEFINITIONS

In this Scheme, unless inconsistent with the meaning or context, the following expressions shall have the following meanings:-

- 1.1 **“Act”** mean the Companies Act, 1956, including any statutory modifications, re-enactment or amendments thereof.
- 1.2 **“Appointed Date”** means 1st January, 2011.
- 1.3 **“Board of Directors”** in relation to respective Transferor Company and/or Transferee Company, as the case may be, shall, include a committee of directors or any person authorized by the board of directors or such committee of directors.
- 1.4 **“Court” or the “High Court”** means the Hon'ble High Court of Judicature at Bombay.
- 1.5 **“Effective Date”** means date on which certified copies of the Order of the High Court of Judicature at Bombay vesting the assets, property, liabilities, rights, duties, obligations and the like of the Transferor Company in the Transferee Company is filed with the Registrar of Companies, Maharashtra at Mumbai after obtaining the consents, approvals, permissions, resolutions, agreements, sanctions and orders necessary therefor.

- 1.6 **“Transferor Company”** means HTMT Telecom Private Limited, a Company incorporated under the Companies Act, 1956, having its registered office situated at 49/50, In Centre, 12th Road, MIDC, Andheri (East), Mumbai – 400093.
- 1.7 **“Transferee Company”** means Hinduja Ventures Limited, a Company incorporated under the Companies Act, 1956, and having its registered office situated at 49/50, In Centre, 12th Road, MIDC, Andheri (East), Mumbai – 400093.
- 1.8 **The “Scheme”** means this Scheme of Amalgamation in its present form submitted to the High Court of Judicature at Bombay for sanction or with any modification(s) made under Clause 12 of this Scheme and/or any modification(s) approved or imposed or directed by the said High Court at Bombay.
- 1.9 **“Undertaking”** means and includes:
- all assets and properties of the Transferor Company as on the Appointed Date i.e. all the undertakings, the entire business, all the properties movable, or intangible), offices, residential and other premises, capital work in progress, furniture, fixture, office equipment, investments of all kinds and in all forms, cash balances with banks, loans, advances, contingent rights or benefits, receivables, benefit of any deposits, financial assets, benefit of any security arrangements, reversions, powers, authorities, allotments, approvals, permissions, permits, rights, entitlements, guarantees, authorizations, approvals, agreements, contracts, licenses, registrations, tenancies, benefits of all taxes right to carry forward and set off unabsorbed losses and depreciation, privileges and rights under State tariff regulations and under various laws, avail of telephones, telexes, facsimile, email, interest, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programmes, manuals, data, and other records, and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company or which have accrued to the Transferor Company as on the Appointed Date, whether in India or abroad, of whatsoever nature and wherever situated (hereinafter referred to as the “Assets”);
 - all debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date (hereinafter referred to as the “Liabilities”);
 - all earnest monies and/or security or other deposits paid by the Transferor Company.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as ascribed to them under the Act.

2. SHARE CAPITAL

- 2.1 The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company as on March 31, 2010 was as under:-

HTPL (Transferor Company):

HTMT Telecom Private Limited	
Particulars	Amount in Rs.
Authorised	
1,00,10,000 Equity Shares of Rs.10/- each.	100,100,000
9,90,000 1% Participatory Non-Cumulative Redeemable Preference Shares of Rs. 10/- each.	9,900,000
Issued, subscribed and paid-up	
1,00,10,000 Equity Shares of Rs.10/- each fully paid-up.	100,100,000
8,20,000 1% Participatory Non-Cumulative Redeemable Preference Shares of Rs. 10/- each fully paid up.	8,200,000

2.2. The Transferor Company is wholly owned subsidiary of the transferee Company. The entire Share Capital (Equity and Participatory Non-Cumulative Preference Shares) is owned by Transferee Company.

2.3 The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferee Company as on March 31, 2010 was as under:

HVL (Transferee Company):

Hinduja Ventures Limited	
Particulars	Amount in Rs.
Authorised	
70,000,000 (Previous Year – 70,000,000) Equity Shares of Rs.10/- each.	700,000,000
Issued, subscribed and paid-up	
20,555,503 Equity Shares of Rs.10/- each fully paid-up.	205,555,030

2.4 The existing equity shares of the Transferee Company (HVL) are listed on Bombay Stock Exchange Limited and National Stock Exchange of India Limited.

2.5 Financial Position

The summarized financial position of the Transferor Company and the Transferee Company as per their respective latest Audited Accounts as at March 31, 2010 is as under:-

HTPL (Transferor Company)

(In Rs.000)

Application of Funds		As at 31st March, 2010
Assets:		
Investments		917,560
Current Assets, Loans & Advances:		
Sundry Debtors	8,548	
Cash and Bank Balances	12,765	
Loans and Advances	9,247	
	30,560	
Less: Current Liabilities & Provisions:		
Current Liabilities	15,143	
Provisions	2,163	
	17,306	
Net Current Assets		13,254
Total		930,814
Source of Funds		
Share Capital	108,300	
Reserves and Surplus	822,514	930,814
Total		930,814

HVL (Transferee Company)

(In Rs.000)

Application of Funds		As at 31 st March, 2010
Fixed Assets:		
Gross Block	16,293	
Less: Accumulated Depreciation	6,697	
Net Block	9,596	
Capital Work in Progress	214,939	224,535
Investments		3,156,277
Deferred Tax Asset (Net)		39,827
Current Assets, Loans & Advances:		
Stock –in-trade	217,104	
Sundry Debtors	44,826	
Cash and Bank Balances	103,658	
Other Current Assets	34,377	
Loans and Advances	2,667,802	
	3,067,767	
Less: Current Liabilities& Provisions		
Current Liabilities	88,545	
Provisions	247,554	
	336,099	
Net Current Assets		2,731,668
Miscellaneous Expenditure (to the extent not written off or adjusted)		111
TOTAL		6,152,418
Source of Funds		
Share Capital	205,555	
Reserves and Surplus	5,946,863	6,152,418
TOTAL		6,152,418

Full details of the financial position are given in the published Accounts of the Transferee Company and the Transferor Company.

PART III

3. TRANSFER AND VESTING

- 3.1 With effect from the Appointed Date and upon this Scheme coming into effect, the Transferor Company shall stand merged with and be vested in the Transferee Company, as a going concern, without any further act or instrument and pursuant to the provisions of Sections 391 to 394 of the Act, together with all the properties, assets, rights, liabilities, benefits and interest therein, as more specifically described in the subsequent clauses of this Scheme.
- 3.2 With effect from the Appointed Date, the entire business and the whole of the Undertaking of the Transferor Company shall, without any further act or deed, be and stand transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company as a going concern, pursuant to the provisions of Sections 391 to 394 and other applicable provisions

of the Act, PROVIDED ALWAYS that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security after the amalgamation has become effective or otherwise. The transfer/vesting as aforesaid shall be subject to the existing charges/hypothecation over or in respect of the Assets or any part thereof of the Transferor Company. Further, the Transferee Company shall not be required to create any additional security over assets acquired by it under the Scheme for any loans, deposits or other financial assistance availed /to be availed by the Transferor Company.

- 3.3 With effect from the Appointed Date, and subject to any corrections and adjustments as may be required, in the opinion of the Board of Directors of the Transferee Company, the Reserves and Surplus if any, of the Transferor Company will be merged with those of the Transferee Company in the same form and nomenclature as they appeared in the financial statements of the Transferor Company.
- 3.4 Any legal or other proceedings by or against Transferor Company pending on the Effective Date and relating to the Undertaking (including property rights, powers, liabilities, obligations and duties) of Transferor Company shall be continued and enforced by or against the Transferee Company, in the same manner and to the same extent as it would or might have been continued and enforced by or against Transferor Company.
- 3.5 It is expressly provided that in respect of such of the assets of the Transferor Company as are moveable in nature or are otherwise capable of being transferred by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company by physical delivery and shall become the property of the Transferee Company pursuant to the provisions of Sections 391 to 394 of the Act.
- 3.6 With effect from the Appointed Date, all liabilities, debts, duties and obligations of the Transferor Company shall, without any further act or deed, also stand transferred to the Transferee Company, pursuant to the applicable provisions of the Act, so as to become as from the Appointed Date, the liabilities, debts, duties and obligations of the Transferee Company.
- 3.7 All inter party transactions between the Transferor Company and the Transferee Company as may be outstanding on the Appointed Date or which may take place subsequent to the Appointed Date and prior to the Effective Date, shall be considered as intra party transactions for all purposes from the Appointed Date. Any loans or other obligations, if any, due inter-se i.e. between the Transferor Company and the Transferee Company as on the Appointed Date, and thereafter till the Effective Date, shall stand automatically extinguished.

4. ALTERATIONS/AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION OF TRANSFEE COMPANY

With respect to the Transferee Company, upon this Scheme becoming effective but before allotment of the Equity Shares in terms of this Scheme:

- 4.1 The Memorandum of Association of the Transferee Company shall stand altered and amended without any separate approval from the shareholders of the Transferee Company pursuant to Section 17 of the Act or without any further act or deed, or without following the procedure laid down under the Act by way of addition of the following new clauses nos 2c (i) and 2c (ii) of the Memorandum of Association, after the existing clause 2c:
 - 2c (i) To establish and operate state of the art Telecommunication infrastructure consisting of wire and wireless services of all types and development of Telecommunication network.
 - 2c (ii) To undertake and to provide basic and Cellular Mobile Telephone services including Broad Band value added services and to provide telephonic services to the public, to participate in tender for Basic and Cellular Mobile Telephone infrastructure services and tender for provision of telephone services in India and seek all Government approvals in connection with such participation.

5. ISSUE OF SHARES BY THE TRANSFeree COMPANY

Transferor Company is a wholly owned (100%) subsidiary of Transferee Company, on amalgamation no separate consideration shall be paid by the Transferee Company to the Shareholders of the Transferor Company and no shares shall be issued by the Transferee Company to any person in consideration of or consequent upon the amalgamation and the share capital of the Transferor Company shall be extinguished upon the Scheme becoming effective.

6. TRANSACTIONS BETWEEN APPOINTED DATE AND EFFECTIVE DATE

- 6.1 With effect from the Appointed Date and upto and including the Effective Date;
- (i) the Transferor Company shall be deemed to have been carrying on and shall carry on all business and activities relating to the Undertaking and stand possessed of the properties so to be transferred, for the and on account of and in trust for the Transferee Company, including but without limitation, payment of advance income tax and subsequent installments of income tax, sales tax, excise and other statutory levies, etc.
 - (ii) all incomes, profits, benefits and incentives accruing to the Transferor Company or losses arising or incurred by it relating to the Undertaking shall, for all purposes, be treated as the incomes, profits, benefits and incentives or losses, as the case may be, of the Transferee Company;
- 6.2 The Transferor Company hereby undertakes, from the Appointed Date upto and including the Effective Date -
- (i) to carry on the business of the Undertaking with reasonable diligence and business prudence and not borrow alienate, charge mortgage, encumber or otherwise deal with or dispose of the Undertaking or any part thereof, nor to undertake any new business or a substantial expansion of its existing business except with prior written consent of the Transferee Company.
 - (ii) not to utilise the profits, if any, relating to the Undertaking for the purposes of declaring or paying any dividend in respect of the period falling on and after the Appointed Day without obtaining prior approval of the Transferee Company.
- 6.3 The Transferee Company shall be entitled, pending the sanction of Scheme, to apply to the Central or State Government and all other agencies departments and regulatory or other authorities concerned as are necessary under any law, for such registrations, consents, approvals, licenses and sanctions which the Transferee Company may require to own and operate the Undertaking.

7. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, leases, insurance policies and other instruments of whatsoever nature relating to the Undertaking to which the Transferor Company is a party and subsisting or having effect on or before the Effective date shall be 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 Company, the Transferee Company had at all material times been a party thereto.

8. DIRECTORS

Upon the Scheme finally coming into effect, the Directors of the Transferor Company shall cease to be Directors of the Transferor Company, without any further approvals, resolutions, filings etc.

9. LEGAL PROCEEDINGS

If any suit, writ petition, appeal, revision or other proceedings of whatever nature before any court or tribunal or any other forum (hereinafter called the "Proceedings") by or against the Transferor Company be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking of the Transferor Company or of anything contained in the Scheme, but the Proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made.

PART IV

10. ACCOUNTING TREATMENT

Upon the Scheme becoming effective:

- 10.1 The Transferee Company shall account for the assets and liabilities of the Transferor Company vested in it in terms of the Scheme at book value appearing in the books of the Transferor Company. The Transferee Company shall record in its books of account, all transactions of the Transferor Company in respect of assets, liabilities, income and expenses at its book value from the Appointed Date to the Effective Date.
- 10.2 The inter-company balances, if any, shall stand cancelled.
- 10.3 Subject to provisions of this Scheme, the Transferee Company shall abide by the AS- 14 issued by the Institute of Chartered Accountants of India.
- 10.4 Pursuant to the Scheme coming into effect, investments made by the Transferee Company in the Transferor Company in the equity and the participatory non- cumulative preference shares shall automatically stand cancelled.

PART V

11. APPLICATION TO THE HIGH COURT

On the Scheme being agreed to by the requisite majority of the members and creditors of the Transferor Company and the Transferee Company, the Transferor Company and the Transferee Company shall respectively and /or jointly with reasonable dispatch, apply to the High Court of Judicature at Bombay for sanctioning this Scheme of Amalgamation under Sections 391 to 394 of the Act and for an order or orders under Section 394 of the Act for carrying this Scheme into effect.

12. MODIFICATIONS/AMENDMENTS TO THE SCHEME

The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may, in their full and absolute discretion, assent to any alterations or modifications in this Scheme which the Court may deem fit to approve or impose or direct and may give such directions as they may consider necessary to settle any questions or difficulty that may arise under the Scheme or in regard to its implementation or in any matter connected therewith (including any question or difficulty arising in / connected with any deceased or insolvent shareholder of the respective Company). In the event that any conditions are imposed or directions given by the said High Court which the Transferor Company or the Transferee Company find unacceptable for any reason whatsoever then the Transferor Company and/or the Transferee Company shall be entitled to withdraw from the Scheme in which event no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.

13. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

The Scheme is conditional upon and subject to:

- (i) The Scheme being agreed to by the respective requisite majority of the members and creditors of the Transferor Company and the Transferee Company and the requisite order or orders referred to in Clause 12 hereof being obtained;
- (ii) The sanction of the Scheme by the High Court of Judicature at Bombay under Sections 391 and 394 of the Act, in favour of the Transferor Company and the Transferee Company and to the necessary Order or Orders under Section 394 of the Act, being obtained;
- (iii) The certified copies of the orders of the Hon'ble High Court at Bombay referred to in Clauses 12 above being filed with the Registrar of Companies, Maharashtra at Mumbai.
- (iv) Any other sanction or approval of any governmental or regulatory authority, as may be considered necessary and appropriate by the respective Board of Directors of the Transferor Company and the Transferee Company, being obtained and granted in respect of any of the matters for which such sanction or approval is required.

14. SCHEME RENDERED NULL AND VOID

14.1 This Scheme although to come into operation from the Appointed Date shall not become effective until the last of the date on which the last of the aforesaid consents, approvals, permissions, resolutions and orders as mentioned in Clause 13 shall be obtained or passed. The last of such dates shall be the "Effective Date" for the purpose of this Scheme.

14.2 In the event of this Scheme failing to take effect finally within such period or periods as may be decided by the Transferor Company (by its Directors) and the Transferee Company (by its Directors), this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or by incurred inter se to or by the Parties or any one of them.

15. OPERATIVE DATE OF THE SCHEME

The Scheme, although operative from the Appointed Date, shall become effective from the Effective Date.

16. DISSOLUTION OF THE TRANSFEROR COMPANY

On the Scheme becoming effective, the Transferor Company shall be dissolved without winding up in accordance with the provisions of Sections 391 to 394 of the Act.

17. EXPENSES CONNECTED WITH THE SCHEME:

17.1 Save and except as provided elsewhere in the Scheme, all costs, charges taxes, levies and other expenses including registration fee of any deed, in relation to or in connection with negotiations leading upto the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of the Scheme shall be borne and paid by the Transferee Company.

17.2 In the event that this Scheme fails to take effect within such period or periods as may be decided by the Transferor Company (by its Board of Directors) and the Transferee Company (by its Board of Directors), or the scheme is rendered null and void in terms of Clause 14.2 of this Scheme then, the Transferor Company and Transferee Company shall bear their own costs and expenses incurred by them, in relation to or in connection with the Scheme.

18. GENERAL TERMS AND CONDITIONS

18.1 The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make all applications/ petitions under Section 391 and 394 and other applicable provisions of the Act to the Court for the sanctioning of the Scheme and obtain all approvals and consents as may be required under law or any agreement.

18.2 The respective Board of Directors of the Transferor Company and the Transferee Company may empower any Committee of Directors or Officer(s) or any individual director, officer or other person to discharge all or any of the powers and functions, which the said Board of Directors are entitled to exercise and perform under the Scheme.

18.3 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Transferor Company and the Transferee Company and their respective shareholders and/or creditors, and the terms and conditions of this Scheme, the latter shall prevail.

18.4 If any part of this Scheme is invalid, ruled illegal by any court or authority of competent jurisdiction or unenforceable under the present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SUMMONS FOR DIRECTION NO. 669 OF 2010

In the matter of Companies Act, 1956

And

In the matter of Sections 391 to 394 of the Companies Act, 1956

And

In the matter of Hinduja Ventures Limited

And

In the matter of the Scheme of Amalgamation of HTMT Telecom Private Limited into Hinduja Ventures Limited

Hinduja Ventures Limited, a company
incorporated under the Companies Act, 1956
and having its registered office at 49/50, In
Centre, 12th Road, MIDC, Andheri (East),
Mumbai - 400093

.....Applicant Company

FORM OF PROXY

I/We the undersigned, the Equity Shareholders of Hinduja Ventures Limited, the Applicant Company, do hereby appoint Mr./ Ms. _____ of _____ and failing him/her _____ of _____ as my/our Proxy to act for me/us at the court convened Meeting of the Equity Shareholders of the Applicant Company to be held on Thursday, the 18th November, 2010 at 11.00 a.m. at Hall of Harmony, Nehru Center, Dr. Annie Besant Road, Worli, Mumbai – 400018, Maharashtra for the purpose of considering, and, if thought fit, approving, with or without modification(s), the compromise or arrangement embodied in the Scheme of Amalgamation of HTMT Telecom Private Limited into Hinduja Ventures Limited ("the "Scheme"), and at such meeting and any adjournment/adjournments thereof, to vote, for me/us and in my/our name(s) _____ (here, "if for" insert "for" "if against" insert "against" and in the latter case, strike out the words below after "Scheme") the said Scheme either with or without modification(s) as my/our proxy may approve.

Affix
Re.1.00
Revenue
Stamp

Dated this ____ day of _____ 2010.

Signature _____

Folio No. /DP. ID. No.:

Name :

Address :

No of Shares :

NOTE:

1. The Proxy need not be a member of the Applicant Company.
2. The Proxy in the prescribed form must be deposited atleast 48 hours prior to the time of the court convened meeting at the Registered Office of the Applicant Company at 49/50, In Centre, 12th Road, MIDC, Andheri (East), Mumbai - 400093, India.
3. All alteration made in the Form of Proxy should be initialled.

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HINDUJA VENTURES LIMITED

Registered Office: 49/50, In Centre, 12th Road, MIDC, Andheri (East), Mumbai – 400093.

ATTENDANCE SLIP

Please complete the attendance slip and hand it over at the entrance of the meeting hall.

I hereby record my presence at the Court Convened Meeting of the Equity Shareholders of the Company, convened pursuant to the Order of the Hon'ble High Court of Judicature at Bombay dated 15th October, 2010 on Thursday, 18th November, 2010, at 11.00 a.m. at Hall of Harmony, Nehru Center, Dr. Annie Besant Road, Worli, Mumbai – 400018, Maharashtra

NAME & ADDRESS OF THE MEMBER/ PROXY : _____

FOLIO NO. : _____

DP ID/CLIENT ID NO. : _____

SIGNATURE OF THE MEMBER(S) OR PROXY : _____

NUMBER OF SHARES HELD : _____

NOTE:

1. Shareholders who come to attend the meeting are requested to bring with them a copy of the Scheme of Amalgamation.

Book Post

If undelivered, please return to:
Hinduja Ventures Limited, 49/50, In Centre, 12th Road, MIDC,
Andheri (East), Mumbai – 400093. INDIA