January 03, 2020 IGAL/SECT/01-20/01

To
National Stock Exchange of India Limited
Exchange Plaza, C - 1, Block G
Bandra Kurla Complex
Bandra - (E)
Mumbai - 400 051

Symbol: INDIGO

To
Department of Corporate Services
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai - 400 001

Scrip Code: 539448

Dear Sir,

Sub : Intimation under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Notice of Extraordinary General Meeting

Pursuant to Regulation 30 and other applicable regulations of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, please find enclosed a copy of the Notice for convening an Extraordinary General Meeting of the Company on the requisition dated December 24, 2019, made by the RG Group comprising of Mr. Rakesh Gangwal, Mrs. Shobha Gangwal and The Chinkerpoo Family Trust (Trustee: Ms. Shobha Gangwal and J.P. Morgan Trust Company of Delaware) ("Requisitionists"), collectively holding 36.64% of the paid-up share capital of the Company, scheduled to be held on Wednesday, January 29, 2020 at 10:00 a.m. IST at PHD Chamber of Commerce and Industry, PHD House, 4/2, Siri Institutional Area, August Kranti Marg, New Delhi – 110016, India.

This is for your information and record.

Thanking you,

For InterGlobe Aviation Limited

INTERGLOBE AVIATION LIMITED (INDIGO)

Sanjay Gupta
Company Secretary and Chief Compliance Officer

INTERGLOBE AVIATION LIMITED

CIN: L62100DL2004PLC129768
Registered Office: Central Wing, Ground Floor,
Thapar House, 124, Janpath, New Delhi - 110001, India
Tel: +91 9650098905; Fax: 011 - 43513200
Email Id: investors@goindigo.in Website: www.goindigo.in

Notice

Notice is hereby given that an Extraordinary General Meeting (**"EGM"**) of the members of InterGlobe Aviation Limited (**the "Company"**), on the requisition dated December 24, 2019, made by the RG Group comprising of Mr. Rakesh Gangwal, Mrs. Shobha Gangwal and The Chinkerpoo Family Trust (Trustee: Ms. Shobha Gangwal and J.P. Morgan Trust Company of Delaware) ("Requisitionists"), collectively holding 36.64% of the paid-up share capital of the Company, will be held on **Wednesday, January 29, 2020, at 10.00 a.m. Indian Standard Time at PHD Chamber of Commerce and Industry, PHD House, 4/2, Siri Institutional Area, August Kranti Marg, New Delhi -110016, India** to consider the following proposal put forth by the Requisitionists:

SPECIAL BUSINESS

1. **Amendments to the Articles of Association of the Company**

To consider and if thought fit, pass the following resolution as a "**Special Resolution**":

"RESOLVED THAT pursuant to (a) the provisions of Section 14 and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modifications or re-enactment thereof and the rules framed thereunder); (b) Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (including any statutory modifications or re-enactment thereof); and (c) the terms contained in the shareholders' agreement dated 23 April 2015 amongst the Company, the RG group (as defined in the Company's Articles of Association) and the IGE group (as defined in the Company's Articles of Association), as amended on 17 September, 2015, the approval of the members be and is hereby accorded to amend on the Articles of Association of the Company by deleting articles 1.6 to 1.15 *(Transfer of Equity Shares)*, 1.16 to 1.20 *(Acquisition of Shares)* and 2A *(Other provisions on Equity Shares)* from the Company's Articles of Association.

RESOLVED FURTHER THAT the Board of Directors of the Company (**"Board"**) be and is hereby authorised to do all such acts, deeds, matters and things as may be necessary, proper or expedient and to execute all such documents, instruments and writings as may be required, to give effect to this resolution and the Board may, by a resolution, delegate the aforementioned powers to any Director(s) or any other officer(s) of the Company on such conditions as the Board may deem fit."

By order of the Board of Directors
For InterGlobe Aviation Limited

Sanjay Gupta
Company Secretary and Chief Compliance Officer

Date: December 31, 2019

Place: Gurgaon

Notes:

1. The Board of Directors of the Company on December 31, 2019, have approved the convening of the EGM. The relevant explanatory statement pursuant to Section 102 of the Companies Act, 2013 ("Act"), although there is no requirement legally, however for the benefit of the members, is annexed hereto and forms part of this Notice.

2. **A member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and, on a poll, to vote on his / her behalf. A proxy need not be a member of the Company.** Pursuant to Section 105 of the Act, a person can act as a Proxy on behalf of not more than fifty members holding in aggregate not more than ten percent of the total share capital of the Company. Members holding more than ten percent of the total share capital of the Company may appoint a single person as Proxy, who shall not act as a Proxy for any other Member. **The instrument of Proxy, in order to be effective, should be deposited at the Registered Office of the Company, duly completed and signed, not later than 48 hours before the commencement of the meeting**. A Proxy Form is annexed to this Notice. Proxies submitted on behalf of limited companies, societies, etc., must be supported by an appropriate resolution / authority, as applicable.

3. Corporate members intending to send their authorised representatives to attend the EGM, pursuant to Section 113 of the Act, are requested to send to the Company, a certified copy of relevant Board Resolution together with the respective specimen signature(s) of those

representative(s) authorised under the said resolution to attend and vote on their behalf at the meeting.

4. The notice of EGM is being sent to those members / beneficial owners whose names appeared in the register of members / list of beneficial owners received from the depositories as on December 27, 2019.

5. Members / Proxies are requested to bring duly filled attendance slip attached herewith for attending the meeting.

6. Members are requested to quote their Registered Folio Number or Demat Account Number & Depository Participant (DP) ID number in all correspondence with the Company.

7. Members may also note that Notice of EGM, Attendance Slip and Proxy Form will also be available at Investor Relations section of the website of the Company at www.goindigo.in for download. The physical copies of the aforesaid documents and all documents referred to in the accompanying Notice shall be open for inspection at the Registered Office and copies thereof shall also be made available for inspection at the Corporate Office of the Company during normal business hours on all working days except Saturdays, up to and including the date of the EGM of the Company.

8. The Requisition dated December 24, 2019 received from the RG Group and the Articles of Association of the Company will be available for inspection by the members at the Registered Office of the Company during normal business hours on all working days except Saturdays, up to and including the date of the EGM of the Company and at the venue of the meeting.

9. Pursuant to Section 108 of the Act, Rule 20 of the Companies (Management and Administration) Rules, 2014, as amended and Regulation 44 of the Listing Regulations, the Company is pleased to provide the facility to members to exercise their right to vote on the resolution proposed to be passed at the EGM by electronic means. The members, whose names appear in the register of members / list of beneficial owners as on December 27, 2019, being the cut-off date, are entitled to vote on the Resolution set forth in this Notice. Members may cast their votes on electronic voting system from any place other than the venue of the meeting (remote e-voting) (a person who is not a member as on the cut-off date should treat this Notice for information purpose only). The remote e-voting period will commence at **10:00 a.m. on Friday, January 24, 2020 and will end at 05:00 p.m. on Tuesday, January 28, 2020** and at the end of remote e-voting period, the facility shall forthwith be blocked.

10. Contact details of the official responsible to address the grievances connected with voting by electronic means are set out below:

    Mr. I L Murthy, Manager-Corporate Registry
    Kfin Technologies Private Limited ("Kfin")
    (formerly known as Karvy Fintech Private Limited)
    Corporate Registry
    Karvy Selenium, Tower- B,
    Plot No. 31 & 32, Financial District,
    Nanakramguda, Serilingampally Mandal,
    Hyderabad-500032, India.
    Toll Free No: 18003454001
    Tel No.: +91 40 67161500
    Fax No.: +91 40 23001153
    E-mail: lakshmana.murthy@kfintech.com or evoting@karvy.com

11. The facility for voting through ballot paper / e-voting shall be made available at the venue of the EGM and the members attending the meeting who had not cast their vote by remote e-voting shall be able to exercise their right of voting at the meeting through ballot paper / e-voting. The members who had cast their vote by remote e-voting prior to the EGM may also attend the EGM but shall not be entitled to cast their vote again. The members desiring to vote through remote e-voting are requested to refer to the detailed procedure given hereinafter.

12. The Company has appointed Ms. Amrita D.C. Nautiyal, Company Secretary in practice, failing her Ms. Monika Jain, Company Secretary in practice (email: scrutinizerindigo@gmail.com), to act as the Scrutinizer for conducting the remote e-voting process and voting at the EGM in a fair and transparent manner.

13. For security reasons, no article / baggage will be allowed at the venue of the meeting. The members / attendees are strictly requested not to bring any article / baggage, etc. at the venue of the meeting.

14. Members may please note that no gifts / gift coupons shall be distributed at the venue of the EGM.

15. The route map for the EGM venue is provided at the end of this Notice.

16. **Procedure for Remote E-Voting**

    I. The Company has entered into an arrangement with Kfin for facilitating remote e-voting for the EGM. The instructions for remote e-voting are as under:

    a) In case of members receiving an e-mail from Kfin:

i. Launch an internet browser and open https://evoting.karvy.com

ii. Members of the Company holding shares either in physical form or in dematerialised form, as on the cutoff date i.e. closing hours of **Wednesday, January 22, 2020** may cast their vote electronically.

iii. Enter the login credentials i.e. User ID and password, provided in the email received from Kfin. However, if you are already registered with Kfin for e-voting, you can use your existing User ID and password for casting your vote.

iv. After entering the above details click on – Login.

v. Password change menu will appear. Change the password with a new password of your choice. The new password shall comprise of minimum 8 characters with at least one upper case (A-Z), one lower case (a-z), one numeric (0-9) and a special character (@,#,$,etc.). The system will also prompt you to update your contact details like mobile number, email ID, etc. on first login. You may also enter a secret question and answer of your choice to retrieve your password in case you forget it. It is strongly recommended that you do not share your password with any other person and that you take utmost care to keep your password confidential. After changing the password, you need to login again with the new credentials.

vi. On successful login, the system will prompt you to select the E-voting Event.

vii. Select 'EVENT' of InterGlobe Aviation Limited - EGM and click on – Submit.

viii. Now you are ready for e-voting as 'Ballot Form' page opens.

ix. Cast your vote by selecting appropriate option and click on 'Submit'. Click on 'OK' when prompted.

x. Upon confirmation, the message 'vote cast successfully' will be displayed.

xi. Once you have confirmed your vote on the resolution, you cannot modify your vote.

xii. The Portal will remain open for voting from **10:00 a.m. on Friday, January 24, 2020 and will end at 05:00 p.m. on Tuesday, January 28 , 2020.**

xiii. Institutional members (i.e. other than individuals, HUF, NRI, etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution / Authority Letter, along with attested specimen signature of the duly authorised signatory(ies) who are authorised to vote, to the Scrutinizer by an e-mail at scrutinizerindigo@gmail.com. They may also upload the same in the e-voting module in their login. The scanned image of the above mentioned documents should be in the naming format "Corporate Name EVENT NO."

b) In case of members receiving physical copy of the Notice of EGM and Attendance slip

i. Initial Password is provided at the bottom of the Attendance Slip in the following format:

User Id	Password
-	-

ii. Please follow all steps from Sr. No. (a)(i) to Sr. No. (a)(xi) mentioned above, to cast vote.

II. In case of any queries, you may refer to the 'Frequently Asked Questions' (FAQs) and 'e-voting user manual' available in the downloads section of the e-voting website of Kfin https://evoting.karvy.com

III. The voting rights shall be as per the number of equity shares held by the member(s) as on Wednesday, January 22, 2020 being the cut-off date. Members are eligible to cast vote electronically only if they are holding shares as on that date.

IV. The Scrutinizer shall after the conclusion of voting at the EGM, will first count the votes cast at the meeting and thereafter unblock the votes cast through remote e-voting in the presence of at least two witnesses not in the employment of the Company and shall make, not later than forty eight hours of the conclusion of the EGM, a consolidated scrutinizer's report of the total votes cast in favor or against, if any, to the Chairman or a Director authorised by him in writing, who shall countersign the same and declare the result of the voting forthwith.

V. The results declared along with the report of the Scrutinizer shall be placed on the website of the Company i.e. www.goindigo.in immediately after the declaration of result by the Chairman or a Director authorised by him in writing and at the website of e-voting agency viz. Kfin at https://evoting.karvy.com and shall also be immediately forwarded to the BSE Limited and National Stock Exchange of India Limited.

VI. In case a person has become a member of the Company after dispatch of Notice of EGM but on or before the cut -off date for E-voting i.e. Wednesday, January 22, 2020, he or she may obtain the User ID and Password in the manner as mentioned below;

i. If mobile number of the member is registered against Folio No. / DP ID Client ID, the member may send SMS: MYEPWD E-voting EVEN Number + Folio No. or DP ID Client ID to +91 9212993399

Example for NSDL:
MYEPWD <SPACE> IN12345612345678
Example for CDSL:
MYEPWD <SPACE> 1402345612345678
Example for Physical:
MYEPWD <SPACE> XXXX1234567890

ii. if e-mail address or mobile number of the member is registered against Folio No. / DP ID Client ID, then on the home page of https://evoting.karvy.com, the member may click "Forgot Password" and enter Folio No. or DP ID Client ID and PAN to generate a password.

iii. Alternatively, members may also obtain the User Id and password by sending a request at evoting@karvy.com. However, if you are already registered with Kfin for remote e-voting, then you can use your existing User Id and Password for casting your vote. If you have forgotten your password, you can reset your password by using "Forgot Password" option available on https://evoting.karvy.com or contact Kfin at toll free no. 1800-345-4001or email at evoting@karvy.com. In case of any other queries/grievances connected with voting by electronic means, you may also contact Mr. I L Murthy, Manager – Corporate Registry of Kfin, at telephone no +91 40 6716 1500.

17. To facilitate smooth registration / entry at the EGM, the Company is pleased to provide web check-in facility, which would help the members to enter the EGM hall expeditiously without going through the registration formalities at the registration counters at the venue of the EGM.
The Procedure for web check-in for the EGM is as follows :

- Log in to https://karisma.kfintech.com/ and click on the EGM Web Check-in link.
- Select the Company name, 'InterGlobe Aviation Limited'.
- Enter the security credentials as directed by the system and click on 'Submit'.
- The system will validate the credentials, click on 'Generate my Attendance Slip'.
- The Attendance Slip in PDF format will appear on the screen. Select the 'Print' option for printing or download the Attendance Slip for later printing.

The members need to furnish the printed attendance slip along with a valid identity proof such as PAN card, Aadhaar card, Passport etc. to enter the auditorium at the venue of the meeting.

18. In case of joint holders attending the meeting, only such joint holder who is higher in the order of names, will be entitled to vote at the meeting.

19. Members may utilize the facility extended by the RTA for redressal of queries. members may visit https://karisma.kfintech.com/ and click on members option for query registration through free identity registration process.

20. For convenience of the members and proper conduct of the meeting, entry to the meeting venue will be regulated by Attendance Slip, which is enclosed with this Notice. Members are requested to sign at the place provided on the Attendance Slip and hand it over at the Registration Counter at the venue.

By order of the Board of Directors
For InterGlobe Aviation Limited

Sanjay Gupta
Company Secretary and Chief Compliance Officer

Date: December 31, 2019

Place: Gurgaon

InterGlobe Aviation Limited
CIN: L62100DL2004PLC129768
Registered Office: Central Wing, Ground Floor,
Thapar House, 124 Janpath, New Delhi-110 001
Tel: +91 96500 98905; Fax: 011 - 4351 3200
Email: investors@goindigo.in
Website: www.goindigo.in

Explanatory Statement
(Pursuant to Section 102 of the Companies Act, 2013)

InterGlobe Aviation Limited ("Company") has received a requisition dated December 24, 2019 ("Requisition") from Mr. Rakesh Gangwal, Mrs. Shobha Gangwal and The Chinkerpoo Family Trust (Trustee: Ms. Shobha Gangwal and J.P. Morgan Trust Company of Delaware), who collectively hold 36.64% of the paid-up share capital of the Company (the "Requisitionists"), to convene an Extraordinary General Meeting of the members of the Company ("EGM") to move a resolution for the amendments to the Articles of Association of the Company (the "Articles") in line with the proposal made in the Requisition. A copy of the Requisition as received from the Requisitionists, which includes, *inter alia*, a background note for the proposed resolution at item no.1 of the Notice ("Background Note"), is attached only for purpose of information of the members and the Company. The Board of Directors of the Company and the Company's officers do not take any responsibility for the contents therein. The Company however wishes to clarify the following in relation to the Background Note:

1. Upon receiving a letter dated November 13, 2019 from Mr. Rakesh Gangwal on behalf of the RG Group (as defined in the Articles) (the "Shareholder Letter"), the Company obtained legal advice on whether there was any obligation on the Board and the Company's management to approve the amendment to the Articles to delete the provisions of the Shareholders Agreement dated April 23, 2015, as amended on September 17, 2015 (the "Shareholders Agreement"). The Company has been advised that the Shareholders Agreement and the Articles do not impose an obligation on the Board and the Company's management to approve the proposed amendments to the Articles.

2. The Board in its meeting held on December 21, 2019 agreed that Mr. Rakesh Gangwal may requisition an EGM in which the members could decide on the amendment of the Articles as requested in the Shareholder Letter; the Board however did not ask Mr. Rakesh Gangwal to requisition the EGM "*to give effect to the agreed terms of the Shareholders Agreement*" as suggested in paragraph 7 of the Background Note provided by the Requisitionists.

As per the legal advice received by the Company, there are provisions in the Companies Act, 2013, as amended (the "Companies Act") which give rights to the members to requisition an EGM. The RG Group has the requisite shareholding which empowers it to requisition such a meeting. Therefore, it may be for the RG Group to take such a recourse and on that basis, an EGM can be convened wherein members can decide as to whether the Articles need to be amended or not. This meeting is being convened as the Requisitionists are entitled under Section 100 of the Companies Act, 2013 to require the Company to convene such meeting.

None of the Directors and Key Managerial Personnel of the Company or their respective relatives are concerned or interested in item no. 1 of the Notice, except Mr. Rakesh Gangwal, Mr. Rahul Bhatia and Mrs. Rohini Bhatia and their relatives, to the extent of their shareholding in the Company.

24 December 2019

The Board of Directors
InterGlobe Aviation Limited
Central Wing, Ground Floor
Thapar House
124 Janpath, New Delhi-110 001

Copy:

Sanjay Gupta
Company Secretary
InterGlobe Aviation Limited
Central Wing, Ground Floor
Thapar House
124, Janpath, New Delhi - 110 001

Ronojoy Dutta
Chief Executive Officer
InterGlobe Aviation Limited
Central Wing, Ground Floor
Thapar House
124 Janpath, New Delhi - 110 001

Dear Members of the Board,

Sub: Requisition to convene an Extraordinary General Meeting of the shareholders of InterGlobe Aviation Limited.

1. We are shareholders of InterGlobe Aviation Limited **("Company").** As on the date of this letter, we collectively hold more than 36% of the paid-up share capital of the Company.

2. Under Section 100 of the Companies Act, 2013 and Rules framed thereunder, we submit this requisition to you to convene an extra-ordinary general meeting of the shareholders of the Company in the manner prescribed under applicable law to seek their approval for resolutions set out in **Annexure 1.**

Thanking you,

Sd/-	Sd/-	Sd/-
Rakesh Gangwal	Shobha Gangwal	Shobha Gangwal (Trustee Chinkerpoo Family Trust)

ANNEXURE 1

AMENDMENTS TO THE ARTICLES OF ASSOCIATION

The shareholders of InterGlobe Aviation Limited (**"Company"**), to consider and, if thought fit, to pass the below resolution as a **"Special Resolution"**:

"RESOLVED THAT pursuant to (a) the provisions of Section 14 and other applicable provisions, if any, of the Companies Act 2013 (including any statutory modifications or re-enactment thereof and the rules framed thereunder); (b) Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015 (including any statutory modifications or re-enactment thereof); and (c) the terms contained in the shareholders' agreement dated 23 April 2015 amongst the Company, the RG Group (as defined in the Company's Articles of Association) and the IGE Group (as defined in the Company's Articles of Association), as amended on 17 September 2015, the approval of the members be and is hereby accorded to amend the Articles of Association of the Company by deleting articles 1.6 to 1.15 *(Transfer of Equity Shares),* 1.16 to 1.20 *(Acquisition of Shares)* and 2A *(Other provisions on equity shares)* from the Company's articles of association.

RESOLVED FURTHER THAT the Board of Directors of the Company (the **"Board"**) be and is hereby authorised to do all such acts, deeds, matters and things as may be necessary, proper or expedient and to execute all such documents, instruments and writings as may be required, to give effect to this resolution and the Board may, by a resolution, delegate the aforementioned powers to any director(s) or any other officer(s) of the Company on such conditions as the Board may deem fit."

For the benefit of the shareholders, the following background is provided:

1. InterGlobe Aviation Limited (**"Company"**), the IGE Group[1] and the RG Group[2] are parties to the shareholders' agreement dated 23 April 2015, as amended on 17 September 2015 (**"Shareholders Agreement"**). As per clause 6.1 of the Shareholders Agreement, the Shareholders Agreement automatically expires on the 4th anniversary of the initial public offer (**"IPO"**), other than Clause 2 *(Board of Directors and Control)* of the Shareholders Agreement, which shall survive in the articles of association (**"Articles"**) of the Company even after the expiry of the Shareholders Agreement.

2. The 4th anniversary of Company's IPO was on 10 November 2019. Therefore, pursuant to Clause 6.1 of the Shareholders Agreement, the Shareholders Agreement has automatically expired on 10 November 2019, other than Clause 2 *(Board of Directors and Control),* which survives in the Articles.

3. As on date, the Articles of the Company contain several provisions of the Shareholders Agreement that were incorporated into the Articles. As these provisions have now expired, RG Group seeks an amendment to the Articles to remove those expired provisions.

4. For the benefit of the shareholders, the provision of the Articles that are sought to be removed pursuant to this resolution are set out in **Annexure 2**.

5. RG Group, by way of a letter dated 13 November 2019 asked the Company to initiate necessary steps to give effect to the aforesaid terms of the Shareholders Agreement by deleting articles 1.6 to 1.15 *(Transfer of Equity Shares),* 1.16 to 1.20 *(Acquisition of Shares)* and 2A *(Other provisions on equity shares)* from the Articles.

6. The Company, at the direction of the chairman of the board of directors (**"Board"**), obtained a legal opinion in relation to RG Group's letter of 13 November 2019 that confirmed the RG Group's right to requisition a meeting of the shareholders to put forth this resolution before the shareholders wherein the shareholders can decide as to whether Articles need to be amended or not, in light of expiry of the Shareholders Agreement.

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[1] **"IGE Group"** as defined in the Articles of Association of the Company
[2] **"RG Group"** as defined in the Articles of Association of the Company

7. At the Board meeting of the Company held on 21 December 2019, the Board asked Mr. Gangwal to requisition an extraordinary general meeting of the shareholders to give effect to the agreed terms of the Shareholders Agreement.

ANNEXURE 2

Articles 1.6 to 1.15 (Transfer of Equity Shares), 1.16 to 1.20 (Acquisition of Shares) And 2A (Other Provisions on Equity Shares) from the Articles

Transfer of Equity Shares

1.6. If any member of RG Group or IGE Group proposes to Transfer ("**Transferring Shareholder**") any of its Equity Shares ("**Transfer Shares**") to a third party ("**Third Party Purchaser**"), the other group i.e. the IGE Group and the RG Group, respectively ("**Non-Transferring Shareholders**") shall have the right at its sole discretion to:

(a) purchase the Transfer Shares to the extent and in the manner described below in Article 1. 7 or Article 1.9, as the case maybe ("**Right of First Refusal**"); or

(b) the right to tag along to the extent and in the manner described below in Article 1.7 or Article 1.9, as the case maybe ("**Tag Along Right**").

1.7. If a Transferring Shareholder proposes to Transfer the Transfer Shares otherwise than on a Stock Exchange:

(a) the Transferring Shareholder shall first notify the Non-Transferring Shareholder in writing, by fax or by email of (i) the number of Transfer Shares, (ii) the proposed Transfer price in cash ("**Transfer Price**"), (iii) the identity of the Third Party Purchaser, (iv) the proposed closing date for such Transfer which shall not be less than 45 (forty-five) Business Days of the date of the notice; and (v) any other material terms of the agreement between the Transferring Shareholder and the Third Party Purchaser ("**Off Market Transfer Notice**").

(b) Upon receipt of the Off Market Transfer Notice, the Non-Transferring Shareholder will be entitled at its option to exercise, by written notice given within 3 (three) Business Days of the receipt of the Off Market Transfer Notice to the Transferring Shareholder:

i. the Right of First Refusal to purchase, on or before the proposed transfer date, at the Transfer Price and such number of the Transfer Shares as are stated in Article 1.7(c) below; or

ii. to require that the Transferring Shareholder causes the Third Party Purchaser to purchase at least half in number of the Transfer Shares from the Non-Transferring Shareholder ("**Tag Along Right**") at the Transfer Price.

(c) The Non-Transferring Shareholders shall be entitled to purchase all but not less than all of the Transfer Shares, provided however that in the event the purchase of such number of the Transfer Shares would require the Non-Transferring Shareholders to make an "open offer" under the Takeover Regulations, they shall be obligated only to purchase a minimum of such number of Transfer Shares as would not require them to make such open offer.

(d) If the Non-Transferring Shareholders exercise the Right of First Refusal or the Tag Along Right, as the case maybe, then the Transferring Shareholders and the Non-Transferring Shareholders shall take steps to consummate the sale and purchase of the Transfer Shares identified in the Off Market Transfer Notice not later than the proposed closing date for such Transfer as stated in the Off Market Transfer Notice.

1.8. If mutually acceptable to both the Transferring Shareholders and the Non-Transferring Shareholders and if permissible under applicable law, the Transferring Shareholders and the Non-Transferring Shareholders may agree to effect the Transfer of the Transfer Shares on a Stock Exchange.

1.9. If a Transferring Shareholder proposes to Transfer any of the Transfer Shares by way of a pre-negotiated sale on the Stock Exchange, it shall first notify the Non-Transferring Shareholders by way of an Off-Market Transfer Notice. Upon receipt of the Off-Market Transfer Notice, the Non-Transferring Shareholders may exercise the Right of First Refusal or the Tag Along Right (exercisable by a written notice given within 3 (three) Business Days of the receipt of the Off-Market Transfer Notice to the Transferring Shareholders). If the Non-Transferring Shareholders exercise the Right of First Refusal or the Tag Along Right, then the Transferring Shareholders and the Non-Transferring Shareholders shall take steps to consummate the sale and purchase of the Transfer Shares identified in the Off-Market Transfer Notice not later than the proposed closing date for such Transfer as stated in the Off Market Transfer Notice. In the event the Non-Transferring Shareholders do not consummate the sale or the purchase of the Transfer Shares after having exercised the above Right of First Refusal or the Tag Along Right, the Non Transferring Shareholder shall lose the Right of First Refusal and Tag Along Right with respect to all subsequently proposed Transfers by the Transferring Shareholder.

1.10. In the event the Non-Transferring Shareholder does not exercise the Right of First Refusal or the Tag Along Right within the period specified in Article 1. 7 or Article 1.9, as the case may be, or does not communicate any decision within such period, the Transferring Shareholder may, after the expiry of such period, Transfer all but not less than all of the Transfer Shares to the Third-Party Purchaser on terms and conditions including price that are no more favourable to the buyer of the Transfer Shares than those set forth in the Off Market Transfer Notice. Such Transfer must take place not later than the proposed closing date given in the relevant notice referred to above. In the event the Non-Transferring Shareholder exercises the Tag Along Right, the Third Party Purchaser shall purchase, not later than 7 (seven) Business Days from the original proposed closing date for such Transfer, all of the Transfer Shares (including the shares of the Non-Transferring Shareholder pursuant to the exercise of the Tag Along Right) on the same terms as in the Transfer Notice. The Off Market Transfer Shares referred to in an Off Market Transfer Notice, including any pre-negotiated block deal, shall be transferred only to the specific Third-Party Purchaser, whether on or off the Stock Exchange. For avoidance of doubt, it is understood that if for any reason such Transfer does not take place by the proposed closing date then Article 1.11 will apply.

1.11. Any Transfer Shares not so transferred within a period set out in Article 1.10 shall again become subject to the provisions of the Right of First Refusal and the Tag Along Right with respect to any subsequent proposed Transfer.

1.12. Notwithstanding anything to the contrary stated herein, a Transferring Shareholder shall not be entitled to Transfer, directly or indirectly, without the prior written consent of

the Non-Transferring Shareholders, any of the Equity Shares:

(a) to a Competitor, it being agreed that this will not apply to any Transfer undertaken in good faith on the floor of a Stock Exchange (i) other than in a block deal or a synchronized deal; and (ii) other than where the identity of the buyer was otherwise known; or

(b) to any Person, if such proposed Transfer requires such Person to make an "open offer" under the Takeover Regulations for the shares of the Company.

1.13. "The Right of First Refusal and the Tag Along Right shall not apply:

(a) to the Transfer of Equity Shares by any Shareholder to any of its Affiliates, provided:

i. the concerned Affiliate signs the Deed of Adherence contained in the Shareholders Agreement;

ii. In case of RG Group, the said Affiliate does not fall in the category of "FDI Investor" under the applicable Indian law at the time of such Transfer of Equity Shares, provided however, the restriction in this sub-Article 1.13(a)(ii) shall not apply to any Transfers made by the Chinkerpoo Family Trust to any of its Affiliate; and

iii. such Affiliate is not any entity in which a Competitor is, directly or indirectly, a partner or shareholder;

(b) to the Transfer of any Equity Shares acquired after the IPO by any Shareholder other than as a result of a Transfer in terms of Article 1.13(a);

(c) the Transfer of Equity Shares by any Shareholder to an educational institution or charitable institution as a gift/donation, without any material financial consideration.

1.14. If a Non-Transferring Shareholder exercises its Right of First Refusal under these Articles, it may either purchase the subject Shares itself or have the Shares purchased by a Person nominated by it.

1.15. It is agreed that if any Shareholder Transfers its shares to a third party (either in full or in part) pursuant to the provisions of these Articles, such Shareholder shall not, except where the third party is an Affiliate of the Shareholder, be entitled to transfer the rights available to such Party unless approved by the other Party.

Acquisition of Shares

1.16. Each Group agrees that they shall not acquire any additional Equity Shares, voting rights or other securities of the Company **("Securities"),** the acquisition of which triggers an open offer under Takeover Regulations, except as otherwise provided in these Articles.

1.17. RG Group and the Persons Acting in Concert with it on the one hand, and the IGE Group and the Persons Acting in Concert with it, on the other hand, will be entitled to acquire their respective pro rata Equity Shares, voting rights and/or Securities, based on the RG Group's and IGE Group's respective shareholding in the Company, of the permissible creeping acquisition limits under the Takeover Regulations as applicable at the relevant time. If such pro rata share as aforesaid are not purchased until 45 (forty-five) Business Days prior to the end of any financial year, the RG Group or the IGE Group, as the case may be, will be entitled to acquire the pro rata share of the other Party for such financial year by way of purchase from the market with prior intimation to the other party.

1.18. Should either RG Group or IGE Group request, from the other or from the Company, information on the shareholding in the Company held by and acquired by the other along with its respective Persons Acting in Concert, the same shall be provided forthwith and in any event no later than 7 (seven) Business Days from receipt of such request.

1.19. If either the RG Group or IGE Group, as applicable, (**"Defaulting Group")** acquires or agrees to acquire any Equity Shares or voting rights or Securities in excess of the limits specified above as a result of which the other Group **("Non-Defaulting Group"),** suffers any Loss or any financial outgo including under the Takeover Regulations, the Defaulting Group shall indemnify and hold harmless the Non-Defaulting Group for all Losses or any financial outgo which it may suffer on account of the actions of the Defaulting Group.

1.20. Notwithstanding the provisions of Article 1.19, if as a result of any acquisition of Equity Shares or voting rights or other Securities by the RG Group or the IGE Group (the acquiring Group being the **"Acquiring Entity"** and the other Group being the **"Non-Acquiring Entity"**), the Public Shareholding in the Company falls below the minimum public shareholding thresholds required for continued listing under applicable law, the Acquiring Entity shall sell its Equity Shares or voting rights or other Securities in the Company, as applicable, to ensure that the Company, as applicable, meets the minimum public shareholding thresholds for continued listing under applicable law. Further the indemnity provision of Article 1.19 shall apply mutatis mutandis in respect of any Loss or any financial outgo suffered or incurred by the Non Acquiring Entity hereunder.

2A Other Provisions on Equity Shares

2A.1. Subject to the provisions of Articles 1.16 - 1.20 above, if the Public Shareholding in the Company falls below the minimum level permitted therefor under continuous listing requirements as may be applicable from time to time, then the RG Group and the IGE Group will be obliged to sell to the public Equity Shares pro rata to their respective shareholding in the Company such that the minimum Public Shareholding requirements are met for continued listing of the Company.

2A.2. In the event of the Equity Shares held by Promoters being required to be locked in under any regulatory requirement under applicable law, the Equity Shares held by RG Group on the one hand and the Equity Shares held by IGE Group on the other hand, shall be locked in proportion to their shareholding in the Company.

INTERGLOBE AVIATION LIMITED

CIN : L62100DL2004PLC129768
Registered Office: Central Wing, Ground Floor, Thapar House, 124, Janpath,
New Delhi - 110 001, India, Tel: +91 96500 98905, Fax: 011 - 4351 3200
Email Id: investors@goindigo.in Website: www.goindigo.in
Extraordinary General Meeting
Wednesday, January 29, 2020 at 10.00 a.m.

ATTENDANCE SLIP

Serial No. :

1. Name of the member (s) :

2. Registered address :

3. Folio No. / Client Id & DP ID :

I / We certify that I am / we are Member(s) / Proxy of the Member(s) of the Company.

I / We hereby record my / our presence at the Extraordinary General Meeting of the Company held on Wednesday, January 29, 2020 at 10.00 a.m. at PHD Chamber of Commerce and Industry, PHD House, 4/2, Siri Institutional Area, August Kranti Marg, New Delhi - 110016, India.

.....
Member's / Proxy's Signature

Note:

- Members / Proxies are requested to bring this Attendance Slip and hand it over at the entrance of the Auditorium. Please note that duplicate slips will not be issued at the venue of the Meeting.

ELECTRONIC VOTING PARTICULARS

EVEN	USER ID	Password

Note: Please read the instructions printed under Note 16 to the Notice of Extraordinary General Meeting to be held on Wednesday, January 29, 2020. The remote e-voting period starts from Friday, January 24, 2020 at 10.00 a.m. and will end on Tuesday, January 28, 2020 at 05.00 p.m. The remote e-voting module shall be disabled by Kfin for voting thereafter.

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INTERGLOBE AVIATION LIMITED

CIN : L62100DL2004PLC129768
Registered Office: Central Wing, Ground Floor, Thapar House, 124, Janpath,
New Delhi - 110 001, India, Tel: +91 96500 98905, Fax: 011 - 4351 3200
Email Id: investors@goindigo.in Website: www.goindigo.in
Extraordinary General Meeting
Wednesday, January 29, 2020 at 10.00 a.m..

PROXY FORM

Name of the member (s) :
Registered address :

E-mail Id :
Folio No. / Client Id & DP ID :

I / We, being the member(s) holding .....shares of the InterGlobe Aviation Limited hereby appoint:

1. Name.....Address.....

   E-mail Id.....Signature.....,failing him / her

2. Name .....Address.....

   E-mail Id.....Signature.....,failing him / her

3. Name .....Address .....

   E-mail Id.....Signature.....,failing him / her

as my / our proxy to attend and vote (on a poll) for me / us and on my / our behalf at the Extraordinary General Meeting of the Company, to be held on Wednesday, January 29, 2020 at 10:00 a.m. at PHD Chamber of Commerce and Industry, PHD House, 4/2, Siri Institutional Area, August Kranti Marg, New Delhi -110016, India and in respect of such resolution as are indicated below:

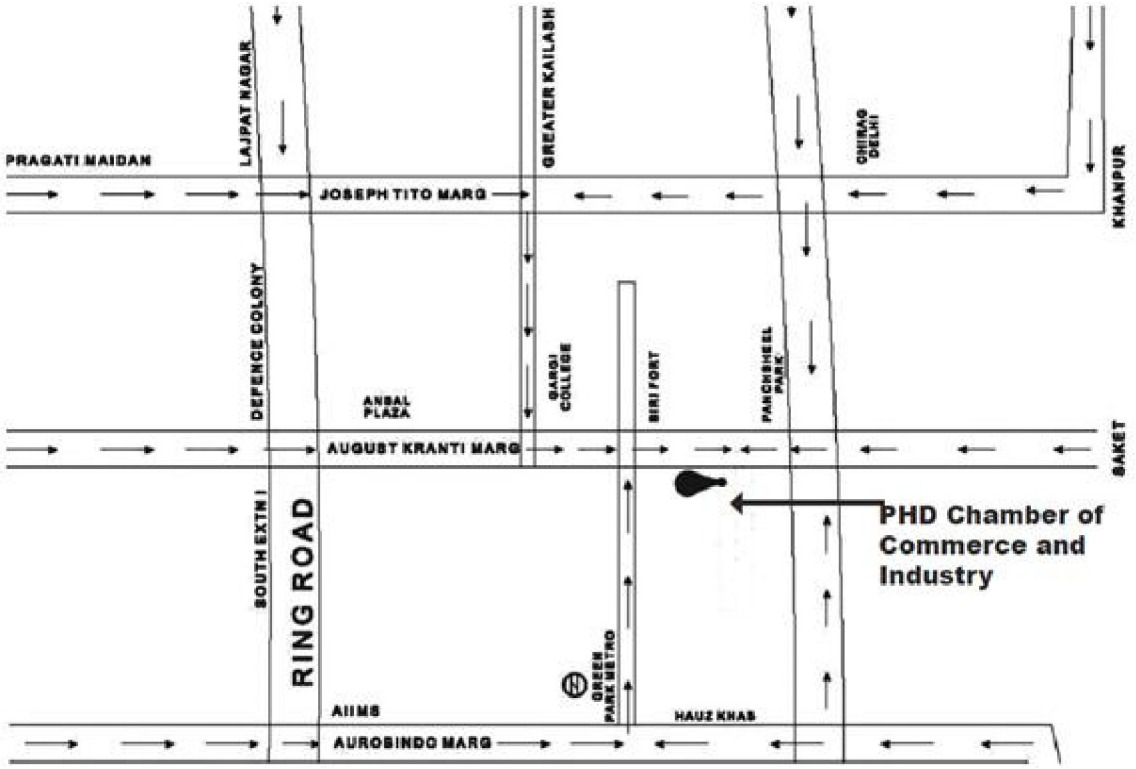
ROUTE MAP

Route Map for venue of the Extraordinary General Meeting of InterGlobe Aviation Limited

Date : January 29, 2020

Time :10.00 a.m.

Venue: PHD Chamber of Commerce and Industry, PHD House, 4/2, Siri Institutional Area, August Kranti Marg, New Delhi - 110016, India.



S. No.	Special Business	Optional*	
		For	Against
Item No.1	Approval for Amendments in the Articles of Association of the Company		

....

Signature of shareholder (s) Signature of Proxy holder(s)

Affix Revenue Stamp Re. 1/-

Signed this____ day of January, 2020

Note:

- Please put "✓"in the box in the appropriate column. If you leave `For' or `Against' columns blank in respect of any or all of the resolution, your proxy will be entitled to vote in the matter as he / she thinks appropriate.
- This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Extraordinary General Meeting.
- The proxy form should be signed across the revenue stamp as per the specimen signature(s) registered with the Company / Depository Participant.