

HEMISPHERE PROPERTIES INDIA LIMITED

Registered Office	:	ROOM NO. 144, C-WING, NIRMAN BHAWAN, MAULANA AZAD ROAD, NEW DELHI - 110001
Tel No	:	91 11 2306 1296
CIN	:	U70101DL2005GOI132162

NOTICE OF THE MEETING OF THE EQUITY SHAREHOLDERS OF HEMISPHERE PROPERTIES INDIA LIMITED CONVENED AS PER THE DIRECTIONS OF THE MINISTRY OF CORPORATE AFFAIRS, NEW DELHI

Day	:	Tuesday
Date	:	March 05, 2019
Time	:	03:00 p.m. IST
Venue	:	Room No. 144, C-Wing, Nirman Bhawan, Maulana Azad Road, New Delhi – 110001

Sl. No.	Contents	Page No.
1.	Notice of the meeting of the equity shareholders of Hemisphere Properties India Limited convened as per the directions of the Ministry of Corporate Affairs, New Delhi.	4
2.	Explanatory Statement under Section 230(3) and 102 of the Companies Act, 2013, read with Rule 6(3) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.	8
3.	Scheme of Arrangement and Reconstruction between Tata Communications Limited and Hemisphere Properties India Limited and their respective shareholders and creditors under Sections 230 to 232 of the Companies Act, 2013, enclosed as Annexure 1 .	37
4.	Valuation report dated December 13, 2017 issued by MSKA & Associates, chartered accountants, enclosed as Annexure 2 .	62
5.	Report adopted by the Board of Directors of Tata Communications Limited pursuant to the provisions of Section 232(2) (c) of the Companies Act, 2013, enclosed as Annexure 3 .	72
6.	Report adopted by the Board of Directors of Hemisphere Properties India Limited pursuant to the provisions of Section 232(2) (c) of the Companies Act, 2013, enclosed as Annexure 4 .	75
7.	Pre and Post Demerger shareholding pattern of Tata Communications Limited and Hemisphere Properties India Limited, enclosed as Annexure 5A and 5B respectively.	78
8.	Abridged Prospectus for Hemisphere Properties India Limited, enclosed as Annexure 6 .	102
9.	Supplementary accounting statement of Tata Communications Limited for the period ending December 31, 2017, enclosed as Annexure 7 .	111

Sl. No.	Contents	Page No.
10.	Supplementary accounting statement of Hemisphere Properties India Limited for the period ending December 31, 2017, enclosed as Annexure 8 .	129
11.	Order of the National Company Law Tribunal, Mumbai dated July 12, 2018 approving the scheme, enclosed as Annexure 9 .	137
12.	Form of Proxy, enclosed as Annexure 10	183
13.	Attendance Slip, enclosed as Annexure 10	183

BEFORE THE MINISTRY OF CORPORATE AFFAIRS,

NEW DELHI

COMPANY SCHEME APPLICATION 24/5/2018-CL-III

In the matter of Application under Sections 230 to 232 of the Companies Act, 2013 read with Notification No. GSR 463 (E) dated June 5, 2015, as amended by Notification No. GSR 583 (E), dated June 13, 2017 issued by the Ministry of Corporate Affairs, Government of India, and other relevant provisions of the Companies Act, 2013;

And

In the matter of Hemisphere Properties India Limited [CIN: U70101DL2005GOI132162], a company incorporated under the Companies Act, 1956, having its registered office at Room No. 144, C-Wing, Nirman Bhawan, Maulana Azad Road, New Delhi – 110001.

And

In the matter of the Scheme of Arrangement and Reconstruction among Tata Communications Limited (“Transferor Company”) and Hemisphere Properties India Limited (“Transferee Company”) and their respective shareholders and creditors.

Hemisphere Properties India Limited [CIN:)	
U70101DL2005GOI132162], a company incorporated)	
under the Companies Act, 1956, having its registered office)	
at Room No. 144, C-Wing, Nirman Bhawan, Maulana)	
Azad Road New Delhi 110001)	
)	...Applicant Company/
)	Transferee Company

FORM NO. CAA. 2
[Pursuant to Section 230(3) and Rules 6 and 7]
Company Scheme Application 24/5/2018-CL-III
Hemisphere Properties India Limited ... Applicant Company

NOTICE OF THE MEETING OF THE EQUITY SHAREHOLDERS OF HEMISPHERE
PROPERTIES INDIA LIMITED CONVENED AS PER THE DIRECTIONS OF THE
MINISTRY OF CORPORATE AFFAIRS, NEW DELHI

**NOTICE PURSUANT TO SECTIONS 110 AND SECTIONS 230 TO 232 OF THE COMPANIES
ACT, 2013 READ WITH THE COMPANIES (COMPROMISES, ARRANGEMENTS AND
AMALGAMATIONS) RULES, 2016 [INCLUDING ANY STATUTORY MODIFICATION(S)
OR RE-ENACTMENT(S) THEREOF FROM TIME TO TIME]**

To,
The Equity Shareholders of Hemisphere Properties India Limited

Notice is hereby given that by an order dated January 2, 2019 (the "Order"), Ministry of Corporate Affairs, New Delhi ("MCA") has directed a meeting to be held of equity shareholders of Hemisphere Properties India Limited ("Applicant Company" or "HPIL") for the purpose of considering, and if thought fit, approving with or without modification(s), the arrangement proposed to be made among Tata Communications Limited ("TCL") and the Applicant Company and their respective shareholders and creditors, pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 ("Act") (the "Scheme" or "Scheme of Arrangement").

In pursuance of the said Order and as directed therein, further notice is hereby given that a meeting of equity shareholders of the Applicant Company will be held at Room No. 144, C-Wing, Nirman Bhawan, Maulana Azad Road, New Delhi - 110001, on Tuesday, March 05, 2019 at 03:00 p.m. IST ("MCA Convened Meeting" or "Meeting"), at which place, date and time, the equity shareholders are requested to attend.

Copies of the said Scheme and of the Explanatory Statement can be obtained free of charge at the Registered Office of the Applicant Company. Persons entitled to attend and vote at the MCA Convened Meeting, may vote in person or by proxy, provided that all proxies in the prescribed form are deposited at the Registered Office of the Applicant Company at Room No. 144, C-Wing, Nirman Bhawan, Maulana Azad Road, New Delhi - 110001 not later than 48 hours before the aforesaid MCA Convened Meeting.

Forms of proxy can be obtained at the Registered Office of the Applicant Company.

The MCA in its Order had directed that the Additional Secretary, Ministry of Housing & Urban Affairs or his nominee not below the level of Joint Secretary shall be the Chairperson of the Meeting and accordingly Ms. Nandita Gupta, Joint Secretary, Ministry of Housing & Urban Affairs has been appointed as Chairperson of the said MCA Convened Meeting. The above mentioned Scheme, if approved at the MCA Convened Meeting, will be subject to the subsequent approval of the MCA.

TAKE NOTICE that the following resolutions are proposed under Section 230(3) of the Act (including any statutory modification(s) or re-enactment thereof for the time being in force) and the provisions of the Memorandum of Association and Articles of Association of the Applicant Company, for the purpose of considering, and if thought fit, approving with or without modification, the Scheme:

"RESOLVED THAT pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013, and any other applicable provisions of the Companies Act, 2013, (including any statutory

modification(s) or re-enactment thereof, for the time being in force) or Companies Act, 1956, as applicable, the rules, circulars and notifications made thereunder as may be applicable, relevant provisions of other applicable laws, the provisions of the Memorandum of Association and Articles of Association of Hemisphere Properties India Limited, and subject to the approval of the Ministry of Corporate Affairs, New Delhi and such other approvals, permissions and sanctions of regulatory or governmental and other authorities or tribunal, as may be necessary, and subject to such conditions and modifications as may be prescribed or imposed by the Ministry of Corporate Affairs, or by any regulatory or other authorities or tribunal, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of Hemisphere Properties India Limited (hereinafter referred to as the "**Board**", which term shall be deemed to mean and include one or more committee(s) constituted/to be constituted by the Board or any other person authorised by it to exercise its powers including the powers conferred by this Resolution), the proposed arrangement embodied in the scheme of arrangement and reconstruction among Tata Communications Limited, a public company having its registered office at VSB, Mahatma Gandhi Road, Fort, Mumbai - 400 001, Maharashtra and Hemisphere Properties India Limited, a public company, having its registered office at Room No. 144, C-Wing, Nirman Bhawan, Maulana Azad Road, New Delhi - 110 001 and their respective shareholders and creditors ("**Scheme**") placed before this meeting and initialled by any director for the purpose of identification, be and is hereby approved with or without modification(s) and with conditions, if any, which may be required and/or imposed and/or permitted by the Ministry of Corporate Affairs, New Delhi while sanctioning the Scheme and/or by any governmental authority.

"RESOLVED FURTHER THAT for the purpose of giving effect to the above resolution and for removal of any difficulties or doubts, the Board, be and is hereby authorized to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, expedient, usual or proper, and to settle any questions or difficulties or doubts that may arise, including passing of such accounting entries and/or making such adjustments in the books of accounts as considered necessary to give effect to the above resolution, settling of any questions or difficulties arising under the Scheme or in regard to and of the meaning or interpretation of the Scheme or implementation thereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those, and to do all acts, deeds and things as may be necessary, desirable or expedient for bringing the Scheme into effect or to carry out such modification(s)/direction(s) as may be required and/or imposed and/or permitted by the Ministry of Corporate Affairs, New Delhi while sanctioning the Scheme, or by any governmental authorities, or to approve withdrawal (and where applicable, re-filing) of the Scheme at any stage for any reason including in case any changes and/or modifications are suggested/required to be made in the Scheme or any condition suggested, required or imposed, whether by any shareholder, creditor, the Ministry of Corporate Affairs, and/or any other authority, are in its view not acceptable to Hemisphere Properties India Limited, and/or if the Scheme cannot be implemented otherwise, and to do all such acts, deeds and things as it may deem necessary and desirable in connection therewith and incidental thereto."

A copy of the Explanatory Statement under Section 230(3) and Section 102 of the Act, read with Rule 6(3) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 ("**Merger Rules**") along with copy of the Scheme and other annexures including Proxy Form and Attendance Slip are enclosed herewith.

Dated at this 7th day of February, 2019


Nandita Gupta
Chairperson appointed for the Meeting

Registered Office:
Hemisphere Properties India Limited
Room No. 144, C-Wing, Nirman Bhawan,
Maulana Azad Road, New Delhi - 110001

Notes:

1. Only registered equity shareholders of the Applicant Company may attend and vote (either in person or by proxy) at the MCA Convened Meeting. An equity shareholder entitled to attend and vote at the MCA Convened Meeting is entitled to appoint a proxy (ies) to attend and vote instead of himself/herself and such proxies need not be an equity shareholder of the Applicant Company.
2. Proxies, to be effective shall be in the prescribed form, duly filled, stamped, signed and deposited not less than 48 hours before the commencement of the MCA Convened Meeting at the Registered Office of the Applicant Company. The form of proxy can be obtained free of charge at the registered office of the Applicant Company.
3. Pursuant to the provisions of Act and the rules thereunder, a person can act as proxy on behalf of equity shareholders not exceeding fifty and holding in the aggregate not more than ten per cent of the total share capital of the Applicant Company carrying voting rights. An equity shareholder holding more than ten per cent, of the total share capital of the Applicant Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or equity shareholder.
4. All alterations made in the form of proxy should be initialled.
5. A minor cannot be appointed as a proxy.
6. The proxy of an equity shareholder who is blind or incapable of writing will be accepted if such equity shareholder has attached his/her signature or mark thereto in presence of a witness who has signed the proxy form and added his/her description and address, provided that all insertions have been made by the witness at the request and in the presence of the equity shareholder before the witness attached his/her signature or mark.
7. The proxy of an equity shareholder who does not know English maybe accepted if it is executed in the manner prescribed in note 6, and the witness certifies that it was explained to the equity shareholder in the language known to him/her, and gives the equity shareholder's name in English below the signature.
8. Shareholders are requested to hand over the enclosed Attendance Slip, duly signed in accordance with their specimen signature(s) registered with the Applicant Company for admission to the meeting hall.
9. During the period beginning 24 (twenty-four) hours before the time fixed for commencement of the Meeting and ending with the conclusion of the Meeting, an equity shareholder entitled to vote at the Meeting is entitled to inspect the proxies lodged, at any time during the business hours of the Applicant Company, provided that not less than 3 (three) days of notice of such intention to inspect is given in writing to the Applicant Company.
10. In case of joint holders attending the MCA Convened Meeting, only such joint holder whose name appears at the top in the hierarchy of names, in the register of members of the Applicant Company in respect of such joint holding, shall be entitled to vote.
11. The authorized representative of a body corporate which is an equity shareholder of the Applicant Company may attend and vote at the said MCA Convened Meeting provided a certified true copy of the resolution of the board of directors or other governing body of the body corporate authorizing such representative to attend and vote at the said Meeting is deposited at the registered office of the Applicant Company at least 48 (forty eight) hours

before the time fixed for the Meeting. Further, the authorized representative and any persons voting by proxy are requested to carry a copy of valid proof of identity at the Meeting.

12. The quorum of the MCA Convened Meeting of the equity shareholders of the Applicant Company shall be shareholders holding one-third of the total shares in terms of value, present in person or by proxy.
13. The Notice, together with the documents accompanying the same, is being sent to all the equity shareholders, by permitted mode, whose names appear in the register of members as on February 06, 2019 (cut-off date).
14. All documents referred to in the Notice and Explanatory Statement will be available for inspection at the Applicant Company's Registered Office between 10:00 a.m. to 1:00 p.m. on working days (except Saturdays, Sundays and Public Holidays) till the date of the MCA Convened Meeting.
15. The Notice convening the aforesaid MCA Convened Meeting will be published through advertisement in one prominent English and one prominent Hindi newspaper indicating the day, date, place and time of the MCA Convened Meeting and stating that the copies of the Scheme, the Explanatory Statement required to be furnished pursuant to Sections 230 to 232 of the Act and the form of proxy shall be provided free of charge at the Registered Office of the Applicant Company.
16. The facility for voting through ballot or polling paper shall be made available at the Meeting.
17. The Ministry of Corporate Affairs vide its order dated January 2, 2019 has directed that the Chairperson of the MCA Convened Meeting, shall at the Meeting, appoint one independent scrutinizer and one member of the Applicant Company to scrutinize votes cast in a fair and transparent manner. The scrutinizer shall submit his/her report to the Chairperson of the MCA Convened Meeting after scrutinizing the voting cast by equity shareholders. The Chairperson of the MCA Convened Meeting shall report the result of the Meeting to the Ministry of Corporate Affairs, New Delhi.

Encl: As above

EXPLANATORY STATEMENT UNDER SECTIONS 230(3) AND 102 OF THE COMPANIES ACT, 2013 READ WITH RULE 6(3) OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

1. Pursuant to an order dated January 2, 2019, passed by the Ministry of Corporate Affairs, New Delhi ("MCA") in the Company Scheme Application 24/5/2018-CL-III ("Order"), a meeting of the equity shareholders of Hemisphere Properties India Limited (the "**Applicant Company/ Transferee Company/ HPIL**") is being convened at Room No.144, C-Wing, Nirman Bhawan, Maulana Azad Road, New Delhi - 110001 on Tuesday, March 05, 2019 at 03:00 p.m. IST ("**MCA Convened Meeting**" or "**Meeting**") for the purpose of considering, and if thought fit, approving, with or without modification, the scheme of arrangement and reconstruction among the Tata Communications Limited ("**TCL/ Transferor Company**") and the Applicant Company and their respective shareholders and creditors, pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 ("**Act**"), and any other applicable provisions of the Act or Companies Act, 1956, as applicable (including any statutory modification(s) or re-enactment thereof, for the time being in force) (the "**Scheme**" or "**Scheme of Arrangement**"). A copy of the Scheme which has been, *inter alia*, approved by the Board of Directors of the Applicant Company at their respective meetings held on December 13, 2017 is enclosed as **Annexure 1**.
2. The Scheme *inter alia* provides for the following: (i) for the Demerger (*as defined in the Scheme*) by way of reconstruction and splitting up of the Transferor Company by way of transfer of Surplus Land (*as defined in the Scheme*) of the Transferor Company to the Transferee Company and the consequent issue of equity shares by the Transferee Company to the shareholders of the Transferor Company as on the Record Date (*as defined in the Scheme*); (ii) (a) transfer of specified equity shares of the Transferee Company issued to Panatone Finvest Limited ("**Panatone**"), Tata Sons Limited and The Tata Power Company Limited (collectively referred to as "**Panatone Group Companies**") by virtue of Panatone owning 25% (twenty five per cent) of the subscribed equity capital of the Transferor Company to the Government of India; and (b) transfer of specified equity shares of the Transferee Company issued to the Panatone Group Companies by virtue of them owning 20% (twenty per cent) of the subscribed equity capital of the Transferor Company to the public shareholders of the Transferor Company (or their legal heirs/successors) whose shares were acquired by Panatone pursuant to the open offer made vide a letter of offer dated March 27, 2002 ("**Letter of Offer**") ("**Eligible VSNL Shareholders**") and various other matters consequential or otherwise integrally connected therewith, pursuant to the provisions of Sections 230 to 232 of the Act, other relevant provisions of the Act and *Explanation 5* to Section 2(19AA) of the Income Tax Act, 1961 and other relevant provisions of the Income Tax Act, 1961.
3. The proposed Scheme was placed before the Board of the Applicant Company at its meeting held on December 13, 2017. On the basis of its evaluation and independent judgment and consideration of the valuation report dated December 13, 2017 submitted by MSKA & Associates, chartered accountants ("**Valuation Report**"), the Board approved the Scheme.
4. In relation to the current status of the Scheme, it is to be noted that the Scheme has been sanctioned by the National Company Law Tribunal, Mumbai bench *vide* its order dated July 12, 2018 ("**NCLT Order**"). Further, the National Stock Exchange of India Limited and the BSE Limited have conveyed their 'no objection' to the Scheme on February 28, 2018 in terms of Securities and Exchange Board of India ("**SEBI**") Circular No. CIR/DIL3/CIR/2017/21 dated March 10, 2017 on 'Schemes of Arrangement by Listed Entities' ("**SEBI Scheme Circular**") read with SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

5. In terms of the said Order, the quorum for the MCA Convened Meeting shall be one-third of the share in terms of value, present in person or by proxy. In case the quorum as noted above for the Meeting is not present, the Chairperson appointed shall be empowered to defer to adjourn such Meeting and to hold such further Meeting on any subsequent date, if so required and considered appropriate by the Chairperson, after giving further notice to the shareholders as deemed appropriate by him. Further, in terms of the said Order, Ms. Nandita Gupta, Joint Secretary, Ministry of Housing & Urban Affairs has been appointed as the Chairperson of the MCA Convened Meeting.
6. In accordance with the provisions of Sections 230-232 of the Act, the Scheme shall be considered approved by the equity shareholders only if the Scheme is approved by majority of persons representing three-fourth in value of the members or class of members, as the case may be, of the Applicant Company, voting in person or by proxy.
7. The Applicant Company is filing the Scheme with the Registrar of Companies, New Delhi in Form No. GNL-1.

8. **Details as per Rule 6(3) of the Merger Rules**

(i) Details of the order of the MCA directing the calling, convening and conducting of the Meeting:

Please refer to paragraph no. 1 of this Explanatory Statement for date of the Order and the date, time and venue of the MCA Convened Meeting.

(ii) Details of the Applicant Company and Transferor Company

S. No.	Particulars	Hemisphere Properties India Limited (Transferee Company/Applicant Company)	Tata Communications Limited (Transferor Company)
1.	Corporate Identification Number	U70101DL2005GOI132162	L64200MH1986PLC039266
2.	Permanent Account Number	AABCH5652B	AAACV2808C
3.	Date of Incorporation	January 17, 2005	March 19, 1986
4.	Type of company	Public limited company; unlisted government company	Listed Public limited company
5.	Registered office address and e-mail address	Room No. 144, C-Wing, Nirman Bhawan, Maulana Azad Road New Delhi – 110 001	VSB, Mahatma Gandhi Road, Fort, Mumbai - 400 001, Maharashtra E-mail ID: manish.sansi@tatacommunications.com

S. No.	Particulars	Hemisphere Properties India Limited (Transferee Company/Applicant Company)	Tata Communications Limited (Transferor Company)
6.	Name of the stock exchange(s) where securities of company(ies) are listed	Not listed on any stock exchange	Equity shares of the Transferor Company are listed on BSE Limited and National Stock Exchange of India Limited.

(iii) Other Particulars of the Applicant Company as per Rule 6(3) of the Merger Rules

(a) ***Summary of the main objects as per the Memorandum of Association and main business carried on by the Applicant Company***

The main objects of the Memorandum of Association of the Transferee Company permit the carrying on the business of constructing, acquiring, developing, managing and dealing in properties in any other manner, where such properties are in nature of land and/or buildings, anywhere in India and if permitted by legislation, outside India as well. The main objects, *inter alia*, as stated in the Memorandum of Association, are set out hereunder:

- “1. *To construct, acquire, hold, manage, develop, administer, protect, preserve and to deal in any other manner with properties, including sale and purchase thereof, whether such properties are in the nature of land or building (semi-constructed or fully constructed) or partially land and partially buildings, anywhere in India and if permitted by applicable legislation, outside India as well.*
2. *To collect and settle revenue, rental, lease charges and such other charges as may be payable by any entity against legitimate use of any of such properties by persons, companies, agencies and administrations for the services provided and to utilize the same for furtherance of activities of the Company.*
3. *To carry on the business of developing, holding, owning, leading or licensing real estate, consultancy in real estate and property of all kinds and for this purpose acquiring by purchase, or through lease, license, barter, exchange, hire purchase or otherwise, land or other immovable property of any description or tenure or interest in immovable property.*
4. *To carry out the business of building construction and development of commercial building, industrial shed, offices, houses, buildings, apartments, structures, hotels or other allied works of every description on any land acquired howsoever by the company, whether on ownership basis or as lessee or licensee and to deal with such construction or developed or built premises by letting out, hiring or selling the same by way of outright sale, lease, license, usufructuary mortgage or other disposal of whole or part of such construction or development or built premises.”*

(b) ***Details of change of name, registered office and objects of the Applicant Company during the last five years***

Change of Name: NIL

Change of Registered Office: Registered Office changed from Room No. 409, Sanchar Bhawan, Ashoka Road, New Delhi – 110001 to present Registered Office at Room No. 144, C-Wing, Nirman Bhawan, Maulana Azad Road, New Delhi – 110001 with effect from February 06, 2019.

Change of objects: NIL

- (c) *Details of the capital structure of the Applicant Company including authorised, issued, subscribed and paid up share capital*

The share capital structure of the Applicant Company as on February 6, 2019 is as under:

A. AUTHORISED SHARE CAPITAL	AMOUNT IN INR
250,000 equity shares of face value of INR 10 each	2,500,000

B. ISSUED AND SUBSCRIBED SHARE CAPITAL	AMOUNT IN INR
50,000 equity shares of face value of INR 10 each	500,000

C. PAID UP SHARE CAPITAL	AMOUNT IN INR
50,000 equity shares of face value of INR 10 each	500,000

Post Scheme Capital Structure:

Immediately upon the issuance of shares by the Transferee Company to the shareholders of the Transferor Company pursuant to Clause 5.1 of the Scheme, the entire share capital of the Transferee Company as existing on the Appointed Date shall stand cancelled, without any further act or deed. Further, shares will be issued by the Transferee Company to the equity shareholders of the Applicant Company in accordance with the Share Entitlement Ratio (as defined in paragraph 8(iii)(h)(1)). Lastly, the authorised share capital of the Transferee Company will be increased to INR 1,00,00,00,00,000/- (Rupees Ten Thousand Crores), divided into equity share capital of INR 90,00,00,00,00,000/- (Rupees Nine Thousand Crores), comprising of 9,00,00,00,00,000 (Nine Hundred Crores) equity shares of INR10/- (Rupees Ten only) each and preference share capital of INR10,00,00,00,00,000/- (Rupees One Thousand Crores), comprising of 1,00,00,00,00,00,000 preference shares of INR 10/- (Rupees Ten only) each, in accordance with the provisions of the Act, pursuant to the Scheme. There shall be no change in the shareholding pattern or control in the Transferee Company between the record date and the listing which may affect the status of approvals received from the Stock Exchanges, other than as provided in the Scheme.

- (d) *Details of the Promoters and Directors along with their addresses:*

As of February 6, 2019, 51.12% of the shareholding of the Transferee Company is held by the Government of India, and 48.88% shareholding is held by Panatone Finvest

Limited and accordingly, the Transferee Company is a 'government company' as defined under Section 2(45) of the Companies Act, 2013 and consequently public sector undertaking under Section 2(36A) of the Income Tax Act, 1961.

The Transferee Company has 3 (three) directors as on February 6, 2019, mentioned as under. The details of such directors are set forth below:

S. No.	Name of Director	Designation	Address
1.	Ms. Nandita Gupta	Interim Chairperson & Managing Director	Flat No. 4555, Pocket B 5&6, DDA Flats, Vasant Kunj, New Delhi – 110070
2.	Mr. Amit Kataria	Director	D-II/221, Vinay Marg, Chanakyapuri, New Delhi - 110021
3.	Mr. CV Manoj Kumar	Director	C-504 Silicon Tower, Sector 30A, Vashi, Navi Mumbai 400705 Maharashtra, India

- (e) *The date of the board meeting of the Applicant Company at which the Scheme was approved by the board of directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution:*

Details of Directors of the Applicant Company who voted on the resolution passed on December 13, 2017 are as follows:

Sr. No.	Names of the Directors as on December 13, 2017	Voted in favor/ against/ abstain
1.	Mr. Saurabh Kumar Tiwari	Did not participate or vote – deemed interested
2.	Mr. Shiba Prasad Mohapatra	Favour
3.	Mr. CV Manoj Kumar	Favour

- (f) As on February 6, 2019, the Applicant Company has one unsecured creditor to whom due of INR10,000,000 (Rupees One Crore only) are owed.
- (g) None of the Directors, the Key Managerial Personnel (as defined under the Act and rules formed thereunder) of the Applicant Company and their respective Relatives (as defined under the Act and rules formed thereunder) have any interests, financial or otherwise in the Scheme, except to the extent of their respective shareholding in the Transferor Company, if any, and/or to the extent the said directors are common directors of the Transferor Company and the Transferee Company.

The details of the shareholding of directors, Key Managerial Personnel and their respective relatives as on February 6, 2019 is as follows:

S. No	Name	No. of shares held in the Applicant Company	No. of shares held in Transferor Company
1.	Ms. Nandita Gupta	10,000	Nil
2.	Mr. Amit Kataria	10,000	Nil
3.	Mr. CV Manoj Kumar	Nil	Nil

(h) **Disclosure about the effect of the Scheme on material interests of directors, key managerial personnel, debenture trustee and other stakeholder:**

Disclosure about the effect of the Scheme on the following persons:

S. No	Category of Stakeholder	Effect of the Scheme on Stakeholders
1.	Shareholders	<p>As of February 6, 2019, the Applicant Company only has equity shareholders and does not have any preference shareholders.</p> <p>Upon the Scheme becoming effective and upon vesting of the Surplus Land into the Transferee Company and in consideration of the Demerger (<i>as defined in the Scheme</i>), the Transferee Company shall, without any further application, act, instrument or deed, issue and allot to each member of the Transferor Company whose name is recorded in the register of members as a shareholder of the Transferor Company on the Record Date (<i>as defined in the Scheme</i>), or his legal heirs, executors or administrators or (in case of a corporate entity) its successors, equity shares in the Transferee Company in the following manner:</p> <p><i>“1 (one) equity shares in the Transferee Company of face value INR 10 (Rupees Ten only) each credited as fully paid up for every 1 (one) equity share of face value INR 10 (Rupees Ten only) each fully paid up held by such member in the Transferor Company (the “Share Entitlement Ratio”) as on the Record Date”.</i></p> <p>The equity shares issued and allotted by the Transferee Company in terms of this Scheme shall rank <i>pari passu</i> in all respects with the then existing equity shares of the Transferee Company.</p> <p>The existing issued and paid-up share capital of the Transferee Company shall stand cancelled without any further act or deed immediately following the issuance of shares by the Transferee Company to the shareholders of the Applicant Company pursuant to and in accordance with provisions of the Scheme.</p> <p>Further, the authorised share capital of the Transferee Company will be increased to INR 100,000,000,000/- (Rupees Ten Thousand Crores), divided into equity share capital of INR90,000,000,000/- (Rupees Nine Thousand Crores), comprising of 9,000,000,000 (Nine Hundred Crores) equity shares of INR10/- (Rupees Ten only) each and preference share capital of INR10,000,000,000/- (Rupees</p>

S. No	Category of Stakeholder	Effect of the Scheme on Stakeholders
		<p>One Thousand Crores), comprising of 1,000,000,000 preference shares of INR10/- (Rupees Ten only) each, in accordance with the provisions of the Act, pursuant to the Scheme.</p> <p>Pursuant to the Scheme, the shares of Transferee Company are proposed to be listed on the stock exchanges.</p> <p>The Scheme is in the best interests of the shareholders of the Transferee Company.</p>
2.	Promoters	<p>Upon effectiveness of the Scheme, the existing issued and paid-up share capital of the Transferee Company shall stand cancelled without any further act or deed, immediately following the issuance of shares by Transferee Company to the shareholders of the Transferor Company.</p> <p>Government of India The Government of India holds 51.12% of the total issued and paid-up share capital of the Transferee Company.</p> <p>Upon the Scheme becoming effective and as an integral part of the Scheme, such number of shares as are issued and allotted to Panatone Group Companies by the Transferee Company, in respect of Panatone owning 25% of the subscribed equity capital of the Transferor Company, shall, subsequent to their allotment to Panatone and upon the Transferee Company being listed on the recognized stock exchanges, be transferred to the Government of India, in order to give effect to the provisions of the SPA and SHA, without any further act or deed.</p>
3.	Non-Promoter Shareholders	Please refer to point (1) above for details regarding effect on the shareholders.
4.	Key Managerial Personnel and Directors	<p>KMPs and Directors: Such KMPs / directors who are shareholders of the Transferor Company will be allotted shares of Transferee Company, like the other shareholders of the Transferor Company. Please refer to point (1) above for details regarding effect on the shareholders.</p> <p>Other than such allotment of shares, the KMPs/directors are not affected pursuant to the Scheme.</p>
6.	Creditors	Pursuant to the Scheme, there is no arrangement with the creditors, either secured or unsecured, of the Transferee Company. The liability of the Transferee Company towards its creditors shall not undergo any change pursuant to the Scheme.
7.	Depositors	Not Applicable. The Applicant Company does not have any depositors.

S. No	Category of Stakeholder	Effect of the Scheme on Stakeholders
8.	Debenture holders	Not applicable
9.	Deposit Trustee	Not applicable
10.	Debenture trustee	Not applicable
11.	Employee	The Applicant Company does not have any employees.

(i) **Disclosure about effect of the Scheme on material interests of directors, key managerial personnel, (KMP), debenture trustee and other stakeholders:**

Please refer to point no. (h) above for the effect of the Scheme on material interests of directors, key managerial personnel (KMP), debenture trustee and other stakeholders.

(iv) Other Particulars of TCL as per Rule 6(3) of the Merger Rules

(a) ***Summary of the main objects as per the Memorandum of Association and main business carried on by TCL (Transferor Company)***

The Transferor Company is primarily engaged in the business of, among others, provision of international and national voice and data transmission services, selling and leasing of bandwidth on undersea cable systems, broadband services, and other value-added services comprising tele-presence, managed hosting, mobile global roaming and signaling services, transponder lease, television up-linking and other services and owns vast tracts of land originally acquired for the purpose of use in telecom business of the Transferor Company and its predecessor.

The main objects of the Transferor Company, as stated in the Memorandum of Association, are, *inter alia*, set out hereunder:

- “1. Pursuant to an agreement to be entered into to take over the entire management, control, operations and maintenance of the Overseas Communications Service (OCS) of the Department of Telecommunications, Ministry of Communications, Government of India, with all its assets and liabilities including contractual rights and obligations on such terms and conditions as may be prescribed by the Government of India from time to time.
2. To plan, install, operate, provide and maintain all types of local, national and international communication and telecommunication networks, systems, services, including but not limited to basic/fixed line services, cellular/mobile services, wireless services, satellite services and other telephony or communications services, value added voice, video and data services, new business services related thereto, message relay, facsimile, electronic mail services, television, tele-computing, telematics, audio and video conferencing services, maritime and aeronautical communication services, paging, videotext, audiotext, voice mail, data systems, private switching network services, leased line communication services, broadband services, transmission networks of all types including computer networks, intelligent networks, globally

managed data networks, international gateway networks and related services, data transmission, information technology enabled and related services, cloud services, managed services, customer care centres, customer relationship management, multimedia services, data centre services, whether separately or converged together, and to procure all such licenses, authorizations, sanctions, registrations, approvals and permissions from the relevant authorities as may be required from time to time for provision and carrying out of such services, activities and businesses, and to secure any renewals, extensions for all such licenses, authorizations, sanctions, registrations, approvals and permissions.

3. *To carry on the business of internet service provider and to provide, render or make available and operate, sell, export, import, trade, maintain, improve, repair, service, research, develop all kinds of services and to provide services in respect of and relating to bandwidth, hosting of websites, broadcasting, content delivery, internet telephony, over-the-top (OTT) services, telecommunications or wireless communications through internet or any other electronic media, and deal or trade in accessories, assemblies, apparatus, spares, hardware and software for such services.*
4. *To carry on in India or abroad the business of developing, designing, maintaining, supplying, operating, managing, advising on and dealing in services and facilities for or in relation to computer and other electronic device hardware and software, computer technology, security solutions, back office processing, data entry, medical transcription, business process outsourcing services, and information technology products including interface services, applications of all types including web applications and websites, all kinds of end to end integrated solutions involving information systems, developing, designing, marketing of communication platform(s), with features and functionality including those related to social, commerce, messaging, communication, gaming and other online services, cloud hosted business platforms and computer and web based application products, systems, peripherals and materials, software packages and applications, client server applications, and to undertake the business of system and network integration, development and management, product application and development, computer maintenance and technical support services, internet access, networking and electronic media, telecommunication and web commerce application services and any combination thereof, and to set up, implement, sell and provide other telecommunication, information technology and related businesses as may evolve with advancement or changes in technology.*
5. *To carry on the business of providing information technology services in the digital space and other emerging technologies including but not limited to enterprise search, data capability, data mining, data analytics, enterprise mobility, system administration, web software engineering, enterprise solutions, managed security solutions, information management including B2B, e-commerce and m-commerce (mobile commerce), business information and other applications, risk management, communication management, network management, facilitation of electronic transactions as well as other internet related services, system integration, intelligent networks, multi-media, enterprise resource planning, electronic communication, client service technologies & solutions, automation systems & processes, Internet of Things (IoT) related products & systems, artificial intelligence technology & systems, robotics*

engineering & processes, business incubator programs & services anywhere in the world and any combinations thereof and to research, explore, create and develop technology and intellectual properties in key and emerging areas (for example, medicines, health, space, sports, digital education, digital media, e-commerce, Internet of Things (IoT), smart cities, data analytics, speech recognition, big data, social media analytics & cloud, automation, artificial intelligence, robotics, business incubators etc.) and other related businesses, products and services.

6. To lease, let out, license or develop either by itself or in association with any other person or entity, any immovable properties of the Company and to earn income of any nature whatsoever including inter-alia rental / lease / license income etc., from immovable properties of the Company including land (whether freehold or leasehold or other tenure), buildings, tenements, easements, machinery, plant and stock-in-trade and other property of every description, where-so-ever situated and any interests therein and rights connected therewith, and to perform civil work of every type on the land or immovable property belonging to the Company and to build, pull down, rebuild, alter, improve or develop the immovable property of the Company, either by itself or in association with any other person or entity, whether situated in India or abroad and to erect on any lands belonging to the Company buildings, factories, sheds, or other structures and to install plant and machinery, equipment as deemed necessary or convenient for the purposes of the Company.
7. To manufacture, buy, purchase, hire-purchase, acquire, assemble, repair, design, alter, develop, improve, exchange, let on hire, export, import, sell, re-sell, and deal in all sorts of equipment, plant & machineries, accessories, assemblies, apparatus, instruments, devices, spares, components, parts, sub-parts, tools, goods, articles, hardware and software required for or in furtherance of the business activities of the Company.
8. To establish, promote, acquire or invest in companies, funds, associations, partnerships or body corporates, whether of a private or public character, or entering into any joint venture with any authority, company, association, partnership or body corporate in India or elsewhere and to acquire and dispose of shares, securities, instruments or interest, from time to time, in such entities or funds.

(b) ***Details of change of name, registered office and objects of the Transferor Company during the last five years***

Change of Name: Nil

Change of Registered Office: Nil

Change of objects: The objects clause of the Transferor Company has been changed with effect from 09 August 2018.

(c) ***Details of the capital structure of Transferor Company including authorised, issued, subscribed and paid up share capital***

The share capital structure of Transferor Company as on February 6, 2019, is as under:

A. AUTHORISED SHARE CAPITAL	AMOUNT IN INR
400,000,000 equity shares of face value of INR 10 each	4,000,000,000

B. ISSUED AND SUBSCRIBED SHARE CAPITAL	AMOUNT IN INR
285,000,000 equity shares of face value of INR 10 each	2,850,000,000

C. PAID UP SHARE CAPITAL	AMOUNT IN INR
285,000,000 equity shares of face value of INR 10 each	2,850,000,000

Post Scheme Capital Structure:

No shares of the Transferor Company are being issued, transferred or cancelled pursuant to the Scheme. Therefore, there is no change in the capital structure of the Transferor Company pursuant to effectiveness of the Scheme.

(d) **Details of the Promoters and Directors along with their addresses**

The details of the Promoters of the Transferor Company as of February 6, 2019 are as set forth below:

S.No	Name of the Promoter	Address
Promoters		
1.	President of India	Director (SU) Deptt. of Telecom, Sanchar Bhawan, 20 Ashoka Road, New Delhi – 110 001
2.	Panatone Finvest Limited	Bombay House, 24 Homi Mody Street, Mumbai – 400 001, Maharashtra
3.	Tata Sons Limited	Bombay House, 24 Homi Mody Street, Mumbai – 400 001, Maharashtra

The Transfeor Company has 5 (five) directors as on February 6, 2019, mentioned as under. The details of such directors are set forth below:

S. No.	Name of Director	Designation	Address
1.	Ms. Renuka Ramnath	Chairperson & Independent Director	D-4701/2, Floor: 47, Ashok Tower, 63/74, Dr. S. S. Rao Marg, Parel, Mumbai 400012
2.	Mr. Vinod Kumar	Managing Director and Group CEO	18 Holland Gr. Terrace, Singapore 278782

S. No.	Name of Director	Designation	Address
3.	Mr. N. Srinath	Director	201, Domus Josephi Building, Plot No. 160, Master Vinayak Rd (Formerly Perry Rd), Bandra West Mumbai 400050
4.	Dr. Uday B. Desai	Independent Director	J2001, Aparna Sarovar, Kanchi Gachibowli Road, Nallagandla, Serilingampally, Lingampall Y, Rangareddy, Telengana 500019
5.	Mr. G. Narendra Nath	Director	12-D, Type-6A Block 12, HUDCO Place, New Delhi 110049 India

- (c) *The date of the board meeting of TCL at which the Scheme was approved by the board of directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not or participate on such resolution:*

Details of the Directors who voted on the resolution passed on December 13, 2017 are as follows:

Sr. No.	Names of the Directors as on December 13, 2017	Voted in favor/ against/ abstain
1.	Ms. Renuka Ramnath	Favour
2.	Mr. Vinod Kumar	Favour
3.	Mr. N. Srinath	Favour
4.	Dr. Uday B. Desai	Favour
5.	Mr. Saurabh Kumar Tiwari	Did not participate or vote – deemed interested
6.	Mr. Bharat Vasani	Favour
7.	Dr. Gopichand Katraggada	Favour
8.	Mr. G. Narendra Nath	Favour

- (f) As on February 28, 2018, the Transferor Company has 9456 unsecured creditors and amount due to such unsecured creditors is INR8,085,401,509 (Rupees Eight Hundred and Eight Crores Fifty Four Lakhs One Thousand Five Hundred and Nine only).
- (g) None of the Directors, the Key Managerial Personnel (as defined under the Act and rules framed thereunder) of Transferor Company and their respective Relatives (as defined under the Act and rules formed thereunder), have any interests, financial or otherwise in the Scheme, except to the extent of their respective shareholding in the Transferor Company.

The details of the shareholding of directors, Key Managerial Personnel and their respective relatives as on February 6, 2019 is as follows:

S. No	Name	Designation	No. of shares held in the Applicant Company	No. of shares held in Transferor Company
1.	Ms. Renuka Ramnath	Chairperson and Independent Director	Nil	Nil
2.	Mr. Vinod Kumar	Managing Director & Group CEO	Nil	Nil

S. No	Name	Designation	No. of shares held in the Applicant Company	No. of shares held in Transferor Company
3.	Mr. N. Srinath	Director	Nil	Nil
4.	Dr. Uday B. Desai	Independent Director	Nil	Nil
5.	Mr. G. Narendra Nath	Director	Nil	Nil
6.	Mr. Manish Sansi	Company Secretary & Compliance Officer	Nil	Nil
7.	Ms. Pratibha K. Advani	Chief Financial Officer	Nil	Nil

(h) Disclosure about the effect of the Scheme on the following persons:

S. No	Category of Stakeholder	Effect of the Scheme on Stakeholders
1.	Shareholders	<p>The Transferor Company only has equity shareholders and does not have any preference shareholders.</p> <p>Upon the Scheme becoming effective and upon vesting of the Surplus Land into the Transferee Company and in consideration of the Demerger (<i>as defined in the Scheme</i>), the Transferee Company shall, without any further application, act, instrument or deed, issue and allot to each member of the Transferor Company whose name is recorded in the register of members as a shareholder of the Transferor Company on the Record Date (<i>as defined in the Scheme</i>), or his legal heirs, executors or administrators or (in case of a corporate entity) its successors, equity shares in the Transferee Company in the following manner:</p> <p><i>“1 (one) equity shares in the Transferee Company of face value INR 10 (Rupees Ten only) each credited as fully paid up for every 1 (one) equity share of face value INR 10 (Rupees Ten only) each fully paid up held by such member in the Transferor Company (the “Share Entitlement Ratio”) as on the Record Date”.</i></p> <p>The equity shares issued and allotted by the Transferee Company in terms of this Scheme shall rank <i>pari passu</i> in all respects with the then existing equity shares of the Transferee Company.</p> <p>Thus, the Scheme will not have any adverse effect on the equity shareholders.</p> <p>Instead, the equity shareholders will benefit from the unlocking of value of the Surplus Land by receiving shares</p>

S. No	Category of Stakeholder	Effect of the Scheme on Stakeholders
		in a company which will be listed (viz., Transferee Company) which will own the Surplus Land.
2.	Promoters	<p>(a) Promoters except Government of India</p> <p>Upon the Scheme becoming effective, such number of shares as are issued and allotted to Panatone Group Companies (<i>as defined under the Scheme</i>) by the Transferee Company, shall, upon Transferee Company being listed on the recognized stock exchanges: (i) in respect of Panatone owning 25% of the subscribed equity capital of Transferor Company, be transferred to the Government of India, in order to give effect to the provisions of the SHA and SPA, without any further act or deed; and (ii) in respect of Panatone Group Companies owning 20% of the subscribed equity capital of Transferor Company, at no cost to Panatone Group Companies be transferred in a proportionate manner, to Eligible VSNL Shareholders (as defined in the Scheme).</p> <p>After such transfer, the Panatone Group Companies and Associated Companies (<i>as defined in the Scheme</i>) will be deemed to have fully discharged all their obligations under the Prior Documents (<i>as defined in the Scheme</i>) in respect of the transfer of shares of the 'resulting company' (as defined in the SHA and SPA, i.e., separate entity formed for the purpose of demerger of surplus lands by way of court approved scheme of arrangement), which is the Transferee Company to the Government of India and Eligible VSNL Shareholders respectively.</p> <p>(b) Government of India</p> <p>The Government of India holds 26.12% of the total issued and paid-up share capital of the Transferor Company.</p> <p>Upon the Scheme becoming effective and as an integral part of the Scheme, such number of shares as are issued and allotted to Panatone Group Companies by the Transferee Company, in respect of Panatone owning 25% of the subscribed equity capital of the Transferor Company, shall, subsequent to their allotment to Panatone and upon the Transferee Company being listed on the recognized stock exchanges, be transferred to the Government of India, in order to give effect to the provisions of the SPA and SHA, without any further act or deed.</p>
3.	Non-Promoter Shareholders	Please refer to point (1) above for details regarding effect on the shareholders.
4.	Key Managerial Personnel and Directors	The key managerial personnel of the Transferor Company ("KMPs") and directors shall continue as key managerial personnel and directors respectively of the Transferor

S. No	Category of Stakeholder	Effect of the Scheme on Stakeholders
		Company after effectiveness of the Scheme. KMPs and Directors Such KMPs/directors who are shareholders of the Transferor Company will be allotted shares of Transferee Company, like the other shareholders of the Transferor Company. Please refer to point (1) above for details regarding effect on the shareholders. Other than such allotment of shares, the KMPs/directors are not affected pursuant to the Scheme.
6.	Creditors	Pursuant to the Scheme, there is no arrangement with the creditors, either secured or unsecured, of the Transferor Company. The liability of the Transferor Company towards its creditors shall not undergo any change pursuant to the Scheme.
7.	Depositors	Not Applicable. The Transferor Company does not have any Depositors.
8.	Debenture holders	The Transferor Company has issued unlisted non-convertible debentures. The Scheme will have no bearing on these debenture holders.
9.	Deposit Trustee	Not Applicable
10.	Debenture trustee	NIL
11.	Employee	The Scheme in no manner whatsoever affects the terms and conditions of employment of the employees of the Transferor Company

(i) **Disclosure about effect of the Scheme on material interests of directors, key managerial personnel, (KMP), debenture trustee and other stakeholders:**

Please refer to point no. (h) above for the effect of the Scheme on material interests of directors, key managerial personnel (KMP), debenture trustee and other stakeholders.

(j) Other details regarding the Scheme required as per Rule 6(3) of the Merger Rules

(a) ***Relationship between the Applicant Company and Transferor Company:***

51.12% of the shareholding of the Transferee Company is held by the Government of India, and 48.88% shareholding is held by Panatone, both of whom are also promoters of Transferor Company.

Details of Government of India and Panatone's shareholding in the companies is as set out below:

Entity	Name of company	Pre-scheme shareholding (percentage of paid-up share capital)*	Post-scheme shareholding (percentage of paid-up share capital)
Pangatone Group Companies (Pangatone Group Companies collectively means Pangatone Finvest Limited, Tata Sons Private Limited and The Tata Power Company Limited)	Transferor Company	48.87%	48.87%
	Applicant/ Transferee Company	48.88%	48.87% (Post Scheme, prior to listing of shares of Transferee Company) 3.87% (Post Scheme, Post Listing of shares of Transferee Company and completion of transfers envisaged in Clause 6 of the Scheme)
Government of India	Transferor Company	26.12%	26.12%
	Applicant/ Transferee Company	51.12%	26.12% (Post Scheme, prior to listing of shares of Transferee Company) 51.12% (Post Scheme, Post Listing of shares of Transferee Company and completion of transfers envisaged in Clause 6.1 of the Scheme)

*Calculated basis the shareholding of Applicant Company and Transferor Company as on February 6, 2019.

(b) ***Appointed Date, Effective Date, Record Date and Share Entitlement Ratio:***

Appointed Date: The appointed date for the Scheme is March 30, 2018.

Effective Date: The effective date means the last of the dates on which the conditions and matters referred to in Clause 7.12 of the Scheme have been fulfilled or waived.

Record Date: The record date means the date to be determined by the Board of Directors of the Transferor Company, for the purpose of determining the shareholders

of the Transferor Company to whom equity shares of the Transferee Company shall be allotted pursuant to the demerger under the Scheme.

Consideration for the Demerger – Share Entitlement Ratio:

The Scheme provides that upon the Scheme becoming effective and upon vesting of the Surplus Land into the Transferee Company and in consideration of the Demerger, the Transferee Company shall, without any further application, act, instrument or deed, issue and allot to each member of the Transferor Company whose name is recorded in the register of members as a shareholder of the Transferor Company on the Record Date, or his legal heirs, executors or administrators or (in case of a corporate entity) its successors, equity shares in the Transferee Company the Share Entitlement Ratio (as defined in paragraph 8(iii)(h)(1) above).

(c) *Summary of the Valuation Report*

The valuation report dated December 13, 2017 issued by MSKA & Associates, Chartered Accountants (jointly appointed by Applicant Company and Transferor Company) describing *inter alia* the methodology adopted in arriving at the share entitlement ratio for the proposed demerger of Surplus Land of the Transferor Company into the Transferee Company (“**Valuation Report**”).

The valuer, for arriving at the share entitlement ratio has relied on the proposed capital structure of the Transferee Company upon the Scheme becoming effective. Based on this information, the valuer noted that upon the Scheme becoming effective, the set of shareholders and their shareholding proportion in the Transferee Company will be identical to the shareholding of the Transferor Company.

(d) *Detail of capital restructuring*

Pursuant to the Scheme, the Transferee Company shall issue equity shares to the shareholders of the Transferor Company on the Record Date, in accordance with the Share Entitlement Ratio (as defined in paragraph 8(iii)(h)(1) above). Further, the existing issued and paid-up share capital of the Transferee Company as on the Appointed Date shall stand cancelled without any further act or deed immediately following the issuance of shares by the Transferee Company to the shareholders of the Transferor Company pursuant to the Scheme. There shall be no change in the shareholding pattern or control in Transferee Company between the Record Date and the listing which may affect the status of approvals received from the Stock Exchanges, other than as provided in the Scheme. Further, the authorized share capital of the Transferee Company shall be increased as provided in Clause 7.1 of the Scheme.

(e) *Detail of debt restructuring:*

There shall be no debt restructuring of the Transferor Company or the Transferee Company pursuant to the Scheme.

(f) *Rationale of the Scheme of Arrangement, and the benefit of the Scheme of Arrangement as perceived by the Board of Directors of the Applicant Company*

A. The Transferor Company was incorporated on March 19, 1986. The Government of India vide its letter no. G-25015/6/86OC dated March 27, 1986 transferred all assets and liabilities of the Overseas Communications Service (part of the

Department of Telecommunications (“DoT”), Ministry of Communications) as appearing in its balance sheet as at March 31, 1986 to the Transferor Company with effect from April 1, 1986. During the year 2007-08, the Transferor Company changed its name from Videsh Sanchar Nigam Limited to Tata Communications Limited and a fresh certificate of incorporation consequent upon the change of name was issued by the Registrar of Companies, Maharashtra on January 28, 2008.

- B. In 2002, the Government of India conducted a disinvestment exercise in respect of 25% of its equity holding in the Transferor Company wherein the terms of the bid for the disinvestment required the bidders to take into account the value of the lands which would remain with the Transferor Company and to exclude the value of certain surplus lands of the Transferor Company. Panatone was the successful bidder in this disinvestment process. Subsequently, a share purchase agreement dated February 6, 2002 was executed between the Government of India and, amongst others, Panatone and the Transferor Company (“SPA”) for the sale of equity shares of the Transferor Company to Panatone and a shareholders’ agreement dated February 13, 2002 was also executed between the Government of India and, amongst others, Panatone (“SHA”). Pursuant thereto, in order to give effect to the terms and conditions of the SPA and SHA which, *inter alia*, required such surplus lands to be hived off or demerged into a separate company, it is now proposed to reconstruct and split up the Transferor Company by way of transferring the Surplus Land of the Transferor Company (which ceased to be a public sector company as a result of the transactions contemplated under the SPA and SHA) to the Transferee Company, in lieu of which shareholders of Transferor Company as on the Record Date shall be issued equity shares of Transferee Company as set out herein, by way of this scheme of arrangement and reconstruction under the provisions of Sections 230 to 232 of the Companies Act, 2013 and Explanation 5 to Section 2(19AA) of the Income Tax Act, 1961.
- C. Further, in accordance with the terms of the said SPA, the SHA and the letter of offer issued by Panatone dated March 27, 2002 (“Letter of Offer”), Panatone is required to gift, sell or transfer, as the case may be, without further consideration, the shares of the Transferee Company, as allotted to Panatone under this scheme of arrangement and reconstruction to: (a) the Government of India, to the extent of 25% of the Transferee Company’s issued shares; and (b) to Erstwhile VSNL Shareholders, to the extent their tender was accepted by Panatone, but not exceeding the maximum extent of 20% of the total issued capital of the Transferee Company.
- D. In furtherance of the aforesaid and to give effect to the terms and conditions of SPA and SHA, this Scheme provides for the Demerger (as hereinafter defined) by way of reconstruction and splitting up of the Transferor Company by way of transfer of the Surplus Land of the Transferor Company to the Transferee Company and the consequent issue of equity shares by the Transferee Company to the shareholders of the Transferor Company as on the Record Date, followed by transfer of specified equity shares of the Transferee Company allotted to Panatone Group Companies and various other matters consequential to or otherwise integrally connected with the above. Pursuant to the Demerger, the Transferee Company will be able to unlock the value of the Surplus Land for the benefit of its public shareholders and promoters, i.e. Government of India. Further pursuant to the Scheme, the shares of the Transferee Company will be listed on the stock exchanges.

- (g) The financial position of the Applicant Company will not be adversely affected by the Scheme. The rights and interests of the members and the creditors (secured and unsecured) of the Applicant Company will not be prejudiced by the Scheme.
- (h) No investigation or proceedings have been instituted or are pending in relation to the Applicant Company except for the petition filed before the National Company Law Tribunal, New Delhi Bench, at New Delhi under Section 241 to 244 of the Companies Act, 2013. However, this petition has no correlation to the Scheme. No investigations or proceedings have been instituted or are pending in relation to the Transferor Company under the Act.
- (i) The pre and post Demerger shareholding patterns of the Applicant Company as at February 6, 2019 are attached at **Annexure 5A**.

(j) ***Details of availability of the following documents for obtaining extracts from or making or obtaining copies***

The following documents will be available for obtaining extract from or for making or obtaining copies of or for inspection by the members and creditors of the Applicant Company at its Registered Office at Room No. 144, C-Wing, Nirman Bhawan, Maulana Azad Road, New Delhi - 110001 between 10:00 a.m. to 1:00 p.m. on any working day (except Saturdays, Sundays and Public Holidays) up to the date of the Meeting:

- A. Certified copy of the orders passed by the Ministry of Corporate Affairs, New Delhi dated January 2, 2019 directing the Applicant Company to convene the MCA convened meetings;
- B. Copy of the Scheme;
- C. Copies of the Memorandum of Association and Articles of Association of the Applicant Company and the Transferor Company;
- D. Copies of the latest audited financial statements of the Applicant Company and Transferor Company including consolidated financial statements;
- E. Copies of the supplementary accounting statements of the Transferor Company and the Transferee Company for the period ending December 31, 2017.
- F. Register of Directors' Shareholding of the Applicant Company and Transferor Company;
- G. Copy of the Valuation Report dated December 13, 2017 issued by MSKA & Associates, Chartered Accountants;
- H. The certificates issued by Statutory Auditors of the Transferor Company to the effect that the accounting treatment, if any, proposed in the Scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Act;
- I. Copy of the order of the National Company Law Tribunal, Mumbai dated July 12, 2018 approving the Scheme; and

(k) *Details of approvals, sanctions or no-objection(s) from regulatory or any other governmental authorities in relation to the Scheme*

- A. The equity shares of the Transferor Company are listed on BSE Limited ("BSE") and The National Stock Exchange of India Limited ("NSE"). The National Stock Exchange of India Limited was appointed as the designated stock exchange by the Transferor Company for the purpose of coordinating with SEBI, pursuant to Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, as amended by Circular No. CFD/DIL3/CIR/2018/2 dated January 03, 2018, both issued by the Securities and Exchange Board of India ("SEBI Scheme Circular"). The Transferor Company has received observation letter regarding the Scheme from BSE on February 27, 2018 and from NSE on February 28, 2018. In terms of the observation letters, BSE and NSE conveyed their no adverse observations/no objection to the Scheme.
- B. As required by the SEBI Scheme Circular the Transferor Company has filed its Complaints Report with BSE and NSE on January 19, 2018. The reports filed indicate that the Transferor Company has received nil complaints.
- C. The Scheme was filed by the Transferor Company with the Mumbai Bench of the NCLT on March 5, 2018, and the Mumbai Bench of NCLT had given directions to convene a meetings of the equity shareholders of the Transferor Company vide an order dated March 26, 2018. Accordingly, a meeting of the equity shareholders of the Transferor Company was convened on May 10, 2018. At such meeting, the equity shareholders of the Transferor Company have approved the Scheme by a majority of 99.99 % of votes cast through postal ballot, remote e-voting and e-voting at the meeting.. Further, the public shareholders of the Transferor Company have also separately approved the Scheme by e-voting by way of a majority of 99.47%, as required under the SEBI Scheme Circular. Pursuant to this, NCLT has given its order approving the Scheme on July 12, 2018, which is enclosed as **Annexure 9**.
- D. The Scheme was filed by the Transferee Company with the Ministry of Corporate Affairs on March 28, 2018 , pursuant to the provisions of Section 230-232 of the Act read with Ministry of Corporate Affairs notification G.S.R. 582 (E) dated June 13, 2017 and the Ministry of Corporate Affairs *vide* its order dated January 2, 2019 has given directions to convene a meeting of the equity shareholders of the Transferee Company.
- E. The Scheme is subject to approval by majority of persons representing three-fourth in value of the equity shareholders, of the Applicant Company, voting in person or by proxy, in terms of Section 230-232 of the Act.

Salient sections of the Scheme

9. The relevant clauses of the Scheme are as under:

“1.1(b) *“Appointed Date”* means the 30 March, 2018;

1.1(j) *“Effective Date”* means the last of the dates on which the conditions and matters referred to in Clause 7.12 hereof have been fulfilled or waived;

- 1.1(h) “*Demerger*” means the reconstruction and splitting up of the Transferor Company into separate companies by way of transfer of the Surplus Land of the Transferor Company to the Transferee Company in terms of Explanation 5 to Section 2(19AA) of the Income Tax Act, 1961 and other relevant sections of Income Tax Act, 1961 and in compliance with conditions notified in this respect by Central Government and in terms of Sections 230 to 232 of the Companies Act 2013, to give effect to the conditions mentioned under the SHA and SPA, and the consequent issue of equity shares by the Transferee Company to the shareholders of the Transferor Company as set out in this Scheme;
- 1.1(p) “*Record Date*” means the date to be determined by the Board of Directors of the Transferor Company, for the purpose of determining the shareholders of the Transferor Company to whom equity shares of the Transferee Company shall be allotted pursuant to the Demerger under this Scheme;
- 1.1(r) “*Surplus Land*” means the pieces and parcels of land described in Schedule 1 hereunder and shall mean and include all the rights, title, interest and/or liabilities, if any, of the Transferor Company in relation thereto. Without prejudice and limitation to the generality of the above, the Surplus Land shall mean and include:
- all rights, title, interest, covenant, undertakings, liabilities including continuing rights, title and interest in connection with the pieces and parcels of land described in Schedule 1, including the balances in the FD Account, and DMRC Compensation;
 - Demerged Liabilities, including the list of Demerged Liabilities known set out in Schedule 2;
 - litigations, claims and disputes pertaining to the Surplus Land, including those set out in Schedule 2; and
 - all benefits and obligations under the contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of any nature relating exclusively to the pieces and parcels of land described in Schedule 1;

5 ISSUE OF NEW SHARES; REDUCTION OF SHARE CAPITAL OF TRANSFEE COMPANY; MATTERS RELATING TO ACCOUNTS ETC.

- 5.1 Upon the Scheme becoming effective and upon vesting of the Surplus Land into the Transferee Company and in consideration of the Demerger, the Transferee Company shall, without any further application, act, instrument or deed, issue and allot to each member of the Transferor Company whose name is recorded in the register of members as a shareholder of the Transferor Company on the Record Date, or his legal heirs, executors or administrators or (in case of a corporate entity) its successors, equity shares in the Transferee Company in the ratio of 1 (One) equity shares in the Transferee Company of face value INR 10 (Rupees Ten only) each credited as fully paid up for every 1 (One) equity share of face value INR 10 (Rupees Ten only) each fully paid up held by such member in the Transferor Company (the “**Share Entitlement Ratio**”) as on the Record Date. The Transferor Company shall furnish the Transferee Company with a list of shareholders as on the Record Date from its SEBI-registered registrar and share transfer agent. The Transferor Company shall not tamper with, amend, revise, modify, or qualify the list so obtained from the registrar and share transfer agent. The Transferor Company shall indemnify and hold the Transferee Company harmless for any breach of the immediately preceding sentence.
- 5.2 Upon the Scheme becoming effective and subject to the above provisions, the shareholders of Transferor Company as on the Record Date, shall receive demat share receipts of credit of new equity shares in their share accounts maintained with the depository participants reflecting the equity share capital of the Transferee Company issued in accordance with Clause 5.1 above.

The Transferee Company shall, if so required, be eligible to issue letters of allotment for the equity shares pending issue of receipts for credit to the account of the shareholders with the depository participant under the depository system. It is clarified that members of the Transferor Company who hold their equity shares in dematerialized form shall be issued equity shares of the Transferee Company in dematerialized form as per the records maintained by the depository participant as on the Record Date. In the event that the Transferee Company has received notice from any shareholder that shares are to be issued in certificate form or if any member has not provided the requisite details relating to the account with a depository participant or other confirmations as may be required, then the Transferee Company shall issue shares in certificate form to such member. All physical share certificates issued pursuant to this clause for the new shares in the Transferee Company shall be sent by the Transferee Company to the shareholders of the Transferor Company at their respective registered addresses as appearing in the register of the Transferor Company on the Record Date (or in the case of joint holders to the address of that one of the joint holders whose name stands first in such register in respect of such joint holding) and the Transferee Company shall not be responsible for any loss in transmission.

- 5.3 In the event of there being any pending share transfers, whether lodged or outstanding, of any member of the Transferor Company, the Board of Directors of the Transferor Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor of the shares in the Transferor Company and in relation to the shares issued by the Transferee Company after the effectiveness of the Scheme. The Board of Directors of the Transferor Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in the Transferor Company on account of difficulties faced in the transaction period.
- 5.4 Equity shares to be issued by the Transferee Company pursuant to this Scheme in respect of such of the equity shares of the Transferor Company which are held in abeyance under the provisions of Section 126 of the Companies Act, 2013 or otherwise shall, pending allotment or settlement of dispute by order of a court or otherwise, also be kept in abeyance by the Transferee Company.
- 5.5 The equity shares issued and allotted by the Transferee Company in terms of this Scheme shall rank *pari passu* in all respects with the then existing equity shares of the Transferee Company.
- 5.6 Immediately upon the issuance of shares by Transferee Company to the shareholders of Transferor Company pursuant to Clause 5.1 of this Scheme, the entire share capital of the Transferee Company as existing on the Appointed Date shall stand cancelled, without any further act or deed. The reduction in the share capital as aforesaid, of the Transferee Company shall be effected as an integral part of the Scheme and Transferee Company shall not be required to follow the process under Sections 66 of the Act or any other provisions of applicable law separately.
- 5.7 **Accounting Treatment**
 - (a) In the books of the Transferee Company:

Upon the Scheme becoming effective, the Transferee Company shall account for the Scheme and its effects in its books of account with effect from the Appointed Date as under:
 - i. The Transferee Company shall record the assets and liabilities of the splitting up and reconstruction by way of transfer of Surplus Land vested in it in accordance with this Scheme, as per the book values attributable to such assets and liabilities.

- ii. The shortfall, if any, on the difference of the aggregate value of the assets and the aggregate value of the liabilities of the splitting up and reconstruction by way of transfer of Surplus Land taken over pursuant to this Scheme as detailed in Clause 3 shall be recorded as 'goodwill' in the books of Transferee Company.

(b) In the books of the Transferor Company:

Upon the Scheme becoming effective, the Transferor Company shall account for the Scheme and its effects in its books of account with effect from the Appointed Date as under:

- i. The accounts representing the assets and liabilities of the splitting up and reconstruction of the Transferor Company by way of transfer of Surplus Land shall accordingly stand reduced / closed on splitting up and reconstruction to the Transferee Company.
- ii. Any transfer of the assets and liabilities to the Transferee Company shall be adjusted by the Transferor Company in its general reserves in the reserves and surplus.

- 5.8 Within 30 days of the Effective Date, the Transferee Company shall apply for listing and/or trading of its equity shares including those issued in terms of Clause 5.1 above on the Stock Exchanges, in accordance with the applicable laws including the SEBI Scheme Circular, the requirements imposed or concessions, if any, and other terms and conditions agreed with the respective Stock Exchanges. The equity shares allotted pursuant to this Scheme shall remain frozen in the depositories system till relevant directions in relation to listing/trading are given by the relevant Stock Exchanges. Except for issuance of shares by Transferee Company and reduction of capital of Transferee Company, in each case as envisaged pursuant to this Clause 5, there will be no change in the share capital of the Transferee Company till the listing of the equity shares of the Transferee Company on the relevant Stock Exchanges.

6 TRANSFER OF SHARES OF TRANSFEE COMPANY BY PANATONE GROUP COMPANIES

- 6.1 Upon the Scheme becoming effective and as an integral part of the Scheme, such number of shares as are issued and allotted to Panatone Group Companies by the Transferee Company, pursuant to Clause 5.1 above, in respect of Panatone owning 25% of the subscribed equity capital of the Transferor Company, shall, subsequent to their allotment to Panatone and upon the Transferee Company being listed on the recognized stock exchanges, be transferred to the Government of India, in order to give effect to the provisions of the SPA and SHA, without any further act or deed. Such transfer shall be effected within 30 business days of listing and trading of the shares of the Transferee Company by Panatone issuing duly executed delivery instructions to its depository participant.
- 6.2 Upon the Scheme becoming effective and as an integral part of the Scheme, such number of shares as are issued and allotted to Panatone Group Companies by the Transferee Company, pursuant to Clause 5.1, in respect of Panatone Group Companies owning 20% of the subscribed equity capital of the Transferor Company, shall, subsequent to their allotment to Panatone Group Companies and upon the Transferee Company being listed on the recognized stock exchanges, be transferred, in order to give effect to the terms and conditions of the Letter of Offer, without any further act or deed and at no cost to Panatone Group Companies, in a proportionate manner, to those public shareholders of the Transferor Company (or their legal heirs/successors) whose shares were acquired by Panatone pursuant to the open offer made vide the Letter of Offer ("**Eligible VSNL Shareholders**") in accordance with the terms set out in this Part IV of the Scheme.
- 6.3 Within 15 business days of allotment of shares by the Transferee Company to Panatone Group Companies pursuant to Clause 5.1 above, the Transferee Company shall dispatch a format of a

notice (“**Transfer Notice**”) to each Eligible VSNL Shareholder, at the last registered address of such Eligible VSNL Shareholder available with the Transferor Company, which shall contain or require the furnishing of such documents and information as may be necessary to give effect to the transfers contemplated in this Part IV.

- 6.4 Each Eligible VSNL Shareholder shall be required to submit the duly completed Transfer Notice to the Transferee Company on or prior to the expiry of 30 business days from the date of dispatch of the Transfer Notice (“**Election Period**”).
- 6.5 Panatone Group Companies shall within 60 business days of the later of (i) expiry of the Election Period and (ii) of the Transferee Company being listed and quoted for trading on the recognized stock exchanges, consummate the transfers to Eligible VSNL Shareholders as contemplated in Clause 6.2 in such manner as may be determined by relevant Panatone Group Companies.
- 6.6 In respect of Eligible VSNL Shareholders who are non-residents, the transfer of Transferee Company shares will be subject to the approval of the Reserve Bank of India and/or such other Governmental Authorities as may be required under applicable laws. The Transferee Company will apply for the requisite approvals in this regard and the transfers contemplated in this Part IV will be subject to and made in compliance with such terms and conditions as may be prescribed by the relevant Governmental Authorities.
- 6.7 Notwithstanding anything contained herein, if Panatone Group Companies determine that the transfer of the shares or any part thereof cannot be effected due to applicable laws (including the non-receipt of approvals required, if any) or otherwise, Panatone Group Companies may elect, and take all such actions as may be necessary to remit consideration in lieu of or in respect of the Eligible VSNL Shareholders’ entitlement in terms of the Letter of Offer, in a compliant manner and to ensure that this does not delay the effectiveness or implementation of the Scheme. Panatone Group Companies shall enter into such further documents and take such further actions as may be necessary or appropriate in this behalf and to enable the actions contemplated herein. For this purpose, the Transferee Company shall extend all support and co-operate with Panatone Group Companies and execute any documents as may be necessary.
- 6.8 Any shares which are not transferred to the relevant Eligible VSNL Shareholders on or before the tenth anniversary of the Effective Date for any reasons whatsoever including but not limited to an inability to locate one or more Eligible VSNL Shareholder(s) or non-receipt of requisite approvals or litigation shall, (whether for all such remaining shares or any part of them), be sold in such manner as the relevant Panatone Group Companies deem fit and the proceeds thereof shall be deposited with the Investor Education and Protection Fund (constituted pursuant to the provisions of Section 125 of the Companies Act, 2013 or the provisions of Section 11 of the Securities and Exchange Board of India Act, 1992).
- 6.9 Upon Panatone transferring 7,12,50,000 shares of the Transferee Company to the Government of India in accordance with Clause 6.1 above as an essential part of this Scheme, each of Panatone and its Associated Companies shall be deemed to have fully discharged all their obligations under the Prior Documents in respect of the transfer of shares of the ‘resulting company’ (as defined in the SHA and SPA i.e., separate entity formed pursuant to demerger of surplus lands by way of court approved scheme of arrangement) to the Government of India, including its obligations under article 7.10 (a) (ii) and (c) of the SPA, section 4.7 (a) (ii) and 4.7 (c) of the SHA and paragraphs 1.2(d) and 7 of the Letter of Offer. Upon Panatone Group Companies transferring 5,70,00,000 shares of the Transferee Company in accordance with Clause 6.5 above as an essential part of this Scheme, each of Panatone and its Associated Companies shall be deemed to have fully discharged all their obligations under the Prior Documents in respect of the transfer of shares of the ‘resulting company’ (as defined in the SHA and SPA i.e., separate entity formed pursuant to demerger of surplus lands by way of

court approved scheme of arrangement) to the Eligible VSNL Shareholders respectively, including its obligations under paragraphs 1.2(d) and 7 of the Letter of Offer.

- 6.10 Without prejudice to the generality of Clause 6.9 and notwithstanding anything to the contrary contained in the Prior Documents, provided that the transfers set forth in Clauses 6.2 and 6.5 are duly made, none of Panatone and its Associated Companies shall have any liability whatsoever if one or more Eligible VSNL Shareholder(s) do not receive the shares for any reason whatsoever including (without limitation) on account of non-receipt of the Transfer Notice by any Eligible VSNL Shareholder and/or non-receipt of completed Transfer Notice from the Eligible VSNL Shareholder(s) and/ or non-receipt of any required approvals.

7 GENERAL TERMS AND CONDITIONS

- 7.1 As an integral part of the Scheme, and, upon the coming into effect of the Scheme, the authorised share capital of the Transferee Company shall automatically stand d, without any further act, instrument or deed on the part of the Transferee Company, such that upon the effectiveness of the Scheme the authorised share capital of the Transferee Company shall be Rs. 100000000000/- (Rupees Ten Thousand Crores), divided into equity share capital of Rs.90000000000/- (Rupees Nine Thousand Crores), comprising of 9000000000 (Nine Hundred Crores) equity shares of Rs. 10/- (Rupees Ten only) each and preference share capital of Rs.10000000000/- (Rupees One Thousand Crores), comprising of 1000000000 preference shares of Rs. 10/- (Rupees Ten only) each, without any further act or deed. The capital clause of the Memorandum of Association of the Transferee Company shall, upon the coming into effect of this Scheme and without any further act or deed, be replaced by the following clause:

MEMORANDUM OF ASSOCIATION

"The authorized share capital of the Company is Rs.100000000000/- (Rupees Ten Thousand Crores), divided into equity share capital of Rs.90000000000/- (Rupees Nine Thousand Crores) comprising of 9000000000 (Nine Hundred Crores) equity shares of Rs. 10/- (Rupees Ten only) each and preference share capital of Rs.10000000000/- (Rupees One Thousand Crores), comprising of 1000000000 (One Hundred Crores) preference shares of Rs. 10/- (Rupees Ten only) each with the rights, privileges and conditions attaching thereto as may be provided by the Articles of Association of the Company for the time period."

Further, Article 4 of the Articles of Association of the Transferee Company shall, upon the coming into effect of this Scheme and without any further act or deed, be replaced by the following clause:

ARTICLES OF ASSOCIATION

"The authorized share capital of the Company is Rs.100000000000/- (Rupees Ten Thousand Crores), divided into equity share capital of Rs.90000000000/- (Rupees Nine Thousand Crores), comprising of 9000000000 (Nine Hundred Crores) equity shares of Rs. 10/- (Rupees Ten only) each and preference share capital of Rs.10000000000/- (Rupees One Thousand Crores), comprising of 1000000000 (One Hundred Crores) preference shares of Rs. 10/- (Rupees Ten only) each"

- 7.2 It is hereby clarified that for the purposes of Clause 7.1, the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for amendment of the Memorandum of Association of the Transferee Company and no further resolutions under the applicable provisions of the Act would be required.

- 7.3 Pursuant to this Scheme, the Transferee Company shall file the requisite forms with the registrar of companies for alteration of its authorised share capital and shall bear all costs and expense in relation to its alteration of share capital.
- 7.4 The Transferor Company and the Transferee Company shall make necessary applications before the NCLT, Mumbai and Central Government respectively for sanction of this Scheme under Sections 230 and 232 of the Act and any other applicable provisions of law. The Transferee Company shall be responsible for obtaining all registrations, approvals and filings, *inter alia*, for the purpose of listing, as may be necessary, the Transferee Company and/or its securities pursuant to, in connection with or as a consequence of the consideration, effectiveness and/or implementation of the Scheme, with or from any Governmental Authority or stock exchange, provided that the Transferor Company shall extend reasonable cooperation in this regard.
- 7.5 The stamp duty payable on any order sanctioning this Scheme shall be fully borne by the Transferee Company as principal obligor, and shall not be borne in whole or in part by the Transferor Company or Panatone and its Associated Companies.
- 7.6 Without prejudice to the generality of Clause 7.5 above, it is expressly clarified that the Transferee Company shall bear (a) stamp duty, if any, for the transfer of the Surplus Land from the Transferor Company to the Transferee Company pursuant to this Scheme, (b) costs, if any, in relation to registration, approvals and/or filings in respect of the Transferee Company, its securities and/or the Scheme and/or stamp duty in relation to its alteration of share capital, pursuant to, in connection with or as a consequence of the consideration, effectiveness and/or implementation of the Scheme, with or from any Governmental Authority, stock exchange, holders of any securities issued by or on behalf of the Transferor Company or any other person, whether within or outside India, and (c) costs in relation to listing of any securities of the Transferee Company, pursuant to, in connection with or as a consequence of the Scheme, on any stock exchange whether within or outside India.
- 7.7 All the costs associated (including any stamp duty payable for the transfer of any shares pursuant to Part IV above or Taxes arising in relation thereto) with transfer of shares issued to Panatone Group Companies under this Scheme which are to be transferred in accordance with the provisions of Part IV of this Scheme, shall be borne by the respective transferees.
- 7.8 With effect from the Appointed Date and upon the Scheme becoming effective, if any Tax (including any interest, penalties and/or associated costs) is at all leviable or can be the subject matter of any demand, the same is an obligation transferred to the Transferee Company and shall not be assessed directly or demanded from the Transferor Company or from Panatone or its Associated Companies, pursuant to this declaration made to the Scheme and sanctioned by the NCLT and Central Government respectively. In the event that any tax (including any interest, penalties and/or associated costs) is levied or becomes capable of being levied on the Transferor Company or Panatone or its Associated Companies as the case may be, the Transferee Company and its assets may be subject to the related Tax charge and no assets or properties of the Transferor Company, Panatone or its Associated Companies shall be subject to any such Tax charge or claim.
- 7.9 Without prejudice to the other provisions of this Scheme, any payment required to be made by the Transferee Company to the Transferor Company and/or Panatone and/or its Associated Companies in discharge of indemnification obligations under this Scheme (including under Clause 3.5); and any payment required to be made by the Transferor Company to the Transferee Company in discharge of indemnification obligations under this Scheme (including under Clause 3.6) shall, in each case, be made free and clear of, and without deduction for or on account of any Taxes, charges, fees, costs, expenses or duties, except as may be required under applicable law. If any Taxes, charges, fees, costs, expenses or duties are required to be deducted

or to be paid, such additional amounts shall be paid by the Transferee Company as shall ensure that the Transferor Company and/or Panatone and/or its Associated Companies, as the case may be, receive, after deduction by the Transferee Company or payment by Transferor Company/Panatone/its Associated Companies of all applicable Taxes, charges, fees, costs, expenses, duties, etc., a net amount equal to the full amount which it would have received had such payment not been subject to such Taxes, charges, fees, costs, expenses or duties. If any Taxes, charges, fees, costs, expenses or duties are required to be deducted or to be paid, such additional amounts shall be paid by the Transferor Company as shall ensure that the Transferee Company, receives, after deduction by the Transferor Company of all applicable Taxes, charges, fees, costs, expenses, duties, etc., a net amount equal to the full amount which it would have received had such payment not been subject to such Taxes, charges, fees, costs, expenses or duties.

- 7.10 The Transferor Company (by its Board of Directors) and the Transferee Company (by its Board of Directors), may, in their full and absolute discretion, assent to any alteration or modification to this Scheme which either the Boards of Directors of the Transferor Company or the Transferee Company, as the case may be, deem fit. The Transferor Company and the Transferee Company each through its Board of Directors, jointly and as mutually agreed in writing, may in their full and absolute discretion, assent to any alteration or modification to which the NCLT, Mumbai or Central Government and/or any other Governmental Authority may deem fit to approve or impose and may give such directions as they may consider necessary to mutually settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of the Scheme or its implementation hereof or in any matter whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those (to the extent permissible under applicable law). Any issue as to whether any asset, liability or litigation pertains to the Surplus Land or not shall be decided by the Boards of Directors of the Transferor Company and the Transferee Company, on the basis of evidence that they may deem relevant for the purpose (including the books and records of the Transferor Company). The Transferor Company and the Transferee Company each through its Board of Directors may also in their full and absolute discretion, jointly and as mutually agreed in writing, withdraw or abandon this Scheme at any stage prior to its becoming effective. Without prejudice to the foregoing, in the event that any Governmental Authority or NCLT, Mumbai or Central Government imposes an onerous condition or deletes any of the protections or indemnities provided to the Transferor Company or Panatone and / or its Associated Companies pursuant to the terms of this Scheme, the Scheme shall be withdrawn or shall become null and void, unless the Transferor Company and Transferee Company agree to continue to pursue or implement the Scheme.
- 7.11 Upon the Scheme becoming effective and subject to the above provisions, the shareholders of the Transferor Company as on the Record Date shall receive new share certificates of Transferee Company reflecting the issued share capital of the Transferee Company (after excluding the original issued capital), and the Transferee Company shall, if so required be eligible to issue letters of allotment for the shares pending issue of share certificates.
- 7.12 The Scheme is conditional and is subject to –
- (a) the Scheme being approved by the respective requisite majorities of various classes of the members and / or creditors of each of the Companies, as required under the Act, or dispensation having being from the members and/or creditors, and the requisite order of the NCLT, Mumbai (in respect of Transferor Company) and the Central Government (in respect of Transferee Company), being obtained in this regard;
 - (b) the Scheme being approved by the majority of public shareholders of the Transferor Company (through e-voting) as may be required under the SEBI Scheme Circular, i.e.,

the votes cast by public shareholders in favour of the resolution are more than the number of votes cast by public shareholders against it;

- (c) the Scheme being sanctioned by the NCLT, Mumbai and the Central Government respectively under the provisions of the Act;
- (d) the approval of SEBI in terms of the SEBI Scheme Circulars being obtained upon this Scheme being sanctioned by the NCLT, Mumbai and the Central Government respectively;
- (e) the certified copies of the orders referred to in Clause 7.12(c) of this Scheme being filed with the jurisdictional Registrar of Companies; and
- (f) all necessary regulatory and governmental approvals and registrations required pursuant to, in connection with or as a consequence of the Scheme, being obtained from the relevant Governmental Authorities within and outside India (including approvals, if any, required from the Government of India, the Securities and Exchange Board of India, or any stock exchange).

- 7.13 Upon the Scheme becoming effective, the Board of Directors of the Transferee Company immediately prior to the Effective Date shall, without any further act or deed be replaced by the new Board of Directors of the Transferee Company constituted in accordance with the Act and majority of which shall be comprised of nominees of the President of India.
- 7.14 In the event of this Scheme failing to take effect by March 31, 2019 or such later date as may be agreed by the respective Board of Directors of the Companies, this Scheme shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the Companies or their shareholders or creditors or employees or any other person.
- 7.15 The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of each Company.
- 7.16 Subject to Clause 7.10 above, if any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Companies, affect the validity or implementation of the other parts and/or provisions of this Scheme.
- 7.17 Upon this Scheme becoming effective, the accounts of the Transferor Company, as on the Appointed Date shall be reconstructed in accordance with the terms of this Scheme.
- 7.18 Each of the Transferor Company and Transferee Company shall be entitled to file/revise its income tax returns, TDS returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credit of tax under Section 115JB of the Income Tax Act, 1961, credit of tax deducted at source, etc., if any, as may be required consequent to implementation of this Scheme.
- 7.19 This Scheme has been drawn up to comply with *Explanation 5* to Section 2(19AA) of the Income Tax Act, 1961, related notification and other relevant sections of the Income Tax Act, 1961. If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the Tax laws shall prevail. The Board of Directors of the Transferor Company and Transferee Company shall exercise their discretion to modify the Scheme to the extent determined necessary to comply with the said provisions. Such modification will however not

affect other parts of the Scheme. If, and to the extent, any tax is levied on a party to this Scheme under the Income Tax Act, 1961 in relation to this Scheme then the party, which is liable under the Income Tax Act, 1961 to pay such tax, alone shall be liable for such tax with no recourse against another party.

A copy of the proposed Scheme is attached as **Annexure 1** to this Notice and Explanatory Statement. The Scheme is not prejudicial to the interest of the shareholders and creditors of the Applicant Company.

The features set out above being only the salient features of the Scheme, which are subject to details set out in the Scheme, the equity shareholders are requested to read the entire text of the Scheme (annexed herewith) to get fully acquainted with the provisions thereof and the rationale and objectives of the Scheme.

10. Documents required to be circulated for the MCA Convened Meeting under Section 232(2) of the Act:

As required under Section 232(2) of the Act, the following documents are being circulated with this notice and the explanatory statement:

- (i) Scheme of Arrangement and Reconstruction among Tata Communications Limited and Hemisphere Properties India Limited and their respective shareholders and creditors under Sections 230 to 232 of the Companies Act, 2013, enclosed as **Annexure 1**;
- (ii) Valuation Report dated December 13, 2017 issued by MSKA & Associates, Chartered Accountants, enclosed as **Annexure 2**;
- (iii) Report adopted by the Board of Directors of Tata Communications Limited pursuant to the provisions of Section 232(2)(c) of the Companies Act, 2013, enclosed as **Annexure 3**;
- (iv) Report adopted by the Board of Directors of Hemisphere Properties India Limited pursuant to the provisions of Section 232(2)(c) of the Companies Act, 2013, enclosed as **Annexure 4**;
- (v) Pre and Post Demerger shareholding pattern of Tata Communications Limited and Hemisphere Properties India Limited, as applicable enclosed as **Annexure 5**;
- (vi) Abridged prospectus of Hemisphere Properties India Limited, duly certified by SBI Capital Markets Limited, a SEBI registered Merchant Banker enclosed as **Annexure 6**;
- (vii) Supplementary accounting statement of Tata Communications Limited for the period ending December 31, 2017, enclosed as **Annexure 7**; and
- (viii) Supplementary accounting statement of Hemisphere Properties India Limited for the period ending December 31, 2017, enclosed as **Annexure 8**.
- (ix) Order of the National Company Law Tribunal, Mumbai dated July 12, 2018 approving the Scheme, enclosed as **Annexure 9**.

Dated at this 7th day of February, 2019

Nandita Gupta
Chairperson
Hemisphere Properties India Limited
Registered Office
Room No. 144, C-Wing, Nirman Bhawan, Maulana Azad Road, New Delhi -110001

SCHEME OF ARRANGEMENT AND RECONSTRUCTION

AMONG

TATA COMMUNICATIONS LIMITED
As the Transferor Company

AND

HEMISPHERE PROPERTIES INDIA LIMITED
As the Transferee Company

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

SCHEME OF ARRANGEMENT AND RECONSTRUCTION
UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013

BETWEEN

TATA COMMUNICATIONS LIMITED TRANSFEROR COMPANY

HEMISPHERE PROPERTIES INDIA LIMITED TRANSFeree COMPANY

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PART I - GENERAL

WHEREAS

- (A) Tata Communications Limited (the “**Transferor Company**” or “**TCL**”) (formerly known as Videsh Sanchar Nigam Limited) is a public limited company duly incorporated under the Companies Act, 1956, and has its registered office at VSB, Mahatma Gandhi Road, Fort, Mumbai - 400 001. The Transferor Company was incorporated on March 19, 1986. The Government of India vide its letter no. G-25015/6/86OC dated March 27, 1986 transferred all assets and liabilities of the Overseas Communications Service (part of the Department of Telecommunications (“**DoT**”), Ministry of Communications) as appearing in its balance sheet as at March 31, 1986 to the Transferor Company with effect from April 1, 1986. During the year 2007-08, the Transferor Company changed its name from Videsh Sanchar Nigam Limited to Tata Communications Limited and a fresh certificate of incorporation consequent upon the change of name was issued by the Registrar of Companies, Maharashtra on January 28, 2008. The equity shares of Transferor Company are listed on the Stock Exchanges (as defined hereinafter). The Transferor Company has issued unlisted non-convertible debentures on private placement basis.
- (B) The Transferor Company is primarily engaged in the business of, among others, provision of international and national voice and data transmission services, selling and leasing of bandwidth on undersea cable systems, broadband services, and other value-added services comprising tele-presence, managed hosting, mobile global roaming and signaling services, transponder lease, television up-linking and other services and owns vast tracts of land originally acquired for the purpose of use in telecom business of the Transferor Company and its predecessor.
- (C) Hemisphere Properties India Limited (the “**Transferee Company**”), is a public limited company duly incorporated under the Companies Act, 1956 and having its registered office at Room No-409 Sanchar Bhawan, Ashoka Road New Delhi – 110 001. The equity shares of the Transferee Company are presently not listed on any stock exchange. Presently, 51.12% of the shareholding of the Transferee Company is held by the Government of India, and 48.88% shareholding is held by Panatone Finvest Limited (“**Panatone**”) and accordingly, the Transferee Company is a ‘government company’ as defined under Section 2(45) of the Companies Act, 2013 and consequently public sector undertaking under Section 2(36A) of the Income Tax Act, 1961. The main objects of the memorandum of association of the Transferee Company permit the carrying on the business of constructing, acquiring, developing, managing and dealing in properties in any other manner, where such properties are in nature of land and /or buildings, anywhere in India and if permitted by legislation, outside India as well.
- (D) In 2002, the Government of India conducted a disinvestment exercise in respect of 25% of its equity holding in the Transferor Company wherein the terms of the bid for the disinvestment required the bidders to take into account the value of the lands which would remain with the Transferor Company and to exclude the value of certain surplus lands of the Transferor Company. Panatone (*as hereinafter defined*) was the successful bidder in this disinvestment process. Subsequently, a share purchase agreement dated February 6, 2002 was executed between the Government of India and, amongst others, Panatone and the Transferor Company (“**SPA**”) for the sale of equity shares of the Transferor Company to Panatone and a shareholders’ agreement dated February 13, 2002 was also executed between the Government of India and, amongst others, Panatone (“**SHA**”). Pursuant thereto, in order to give effect to the terms and conditions of the SPA and SHA which, *inter alia*, required such surplus lands to be hived off or demerged into a separate company, it is now proposed to reconstruct and split up the Transferor Company by way of transferring the Surplus Land (as defined hereinafter) of the Transferor Company (which ceased to be a public sector company as a result of the transactions contemplated under the SPA and SHA) to the Transferee Company, in lieu of which shareholders of Transferor Company as on the Record Date

(as defined hereinafter) shall be issued equity shares of Transferee Company as set out herein, by way of this scheme of arrangement and reconstruction under the provisions of Sections 230 to 232 of the Companies Act, 2013 and *Explanation 5 to Section 2(19AA)* of the Income Tax Act, 1961. Further, in accordance with the terms of the said SPA, the SHA and the letter of offer issued by Panatone dated March 27, 2002 (“**Letter of Offer**”), Panatone is required to gift, sell or transfer, as the case may be, without further consideration, the shares of the Transferee Company, as allotted to Panatone under this scheme of arrangement and reconstruction to: (a) the Government of India, to the extent of 25% of the Transferee Company's issued shares; and (b) the shareholders of the Transferor Company who tendered equity shares to Panatone pursuant to the Letter of Offer, to the extent their tender was accepted by Panatone, but not exceeding the maximum extent of 20% of the total issued capital of the Transferee Company.

- (E) In furtherance of the aforesaid and to give effect to the terms and conditions of SPA and SHA, this Scheme (as hereinafter defined) provides for the Demerger (as hereinafter defined) by way of reconstruction and splitting up of the Transferor Company by way of transfer of the Surplus Land of the Transferor Company to the Transferee Company and the consequent issue of equity shares by the Transferee Company to the shareholders of the Transferor Company as on the Record Date, followed by transfer of specified equity shares of the Transferee Company allotted to Panatone Group Companies (as defined hereinafter) as set out in Clause 6 of the Scheme and various other matters consequential to or otherwise integrally connected with the above, in the manner provided for in the Scheme, pursuant to Sections 230 – 232, other relevant provisions of the Companies Act, 2013, and *Explanation 5 to Section 2(19AA)* of the Income Tax Act, 1961 and other relevant provisions of the Income Tax Act, 1961.
- (F) The parties to this Scheme acknowledge the following:
- (a) Pursuant to the order of the Hon'ble Delhi High Court in respect of the transfer of 32.5 acres of land situated at Padianallur, Chennai, comprised of 15 acres 98 cents in Old Survey No. 8/2, New Survey No. 155/2 and 16 acres 52 cents in Old Survey No. 9, New Survey No. 156 (“**Society Land**”), DoT and the Board of Directors of the Transferor Company (as per resolution approved at meeting dated June 17, 2008 of the Board of Directors of Transferor Company) had agreed in 2008 to transfer the Society Land to the Videsh Sanchar Nigam Limited Employees Cooperative Housing Society, Chennai (“**Society**”), such Society Land being part of the land identified for the purpose of transfer to the Transferee Company under the SPA and SHA. In terms of the order of the Hon'ble Delhi High Court, the Society Land was transferred to the Society in July 2009. The amount of INR 68,09,517 (Indian Rupees Sixty Eight Lakhs Nine Thousand Five Hundred and Seventeen only) as cost and INR 61,79,641 (Indian Rupees Sixty One Lakhs Seventy Nine Thousand Six Hundred and Forty One only) as interest received by the Transferor Company for the said Society Land has been retained in a fixed deposit account maintained with Indian Overseas Bank bearing account number 001404000002170 (“**FD Account**”). As on October 16, 2017, the balance in the FD Account stands at INR 2,62,84,816 (Indian Rupees Two Crores Sixty Two Lakhs Eighty Four Thousand Eight Hundred and Sixteen only).
- (b) In September 2013, the Delhi Metro Rail Corporation Limited (“**DMRC**”), informed the Transferor Company that as part of the development work for the Delhi Metro, DMRC required a portion of the Transferor Company's land at Greater Kailash-I, New Delhi. The land parcel identified by DMRC for the purpose of acquisition, measuring approximately 2.59 acres (“**DMRC Land**”), also included approximately 0.54 acres of the land identified for the purpose of transfer to the Transferee Company under the SPA and SHA. On January 3, 2014, the Transferor Company received an acquisition notice stating award announced by Land Acquisition Collector (“**LAC**”) on December 30, 2013 without giving any details of the award. The Transferor Company received the certified copy of the award on February 7, 2014 as per which, the total compensation determined by the LAC was INR 1, 88, 80, 168/- (Indian Rupees One Crore Eighty Eight Lakhs Eight Thousand One Hundred and Sixty Eight only) based on indicative price fixed by Government of Delhi for agricultural land. Aggrieved by the said award, the Transferor Company filed a reference petition for proper determination of the compensation with LAC based on commercial usage of land. Simultaneously therewith, the Transferor Company also filed a writ petition with the Hon'ble Delhi High Court. On April 24, 2014, the Hon'ble Delhi High Court directed DMRC to deposit the sum of INR 247,29,75,648/- (Indian Rupees Two Hundred Forty Seven Crores Twenty Nine Lakhs Seventy Five Thousand Six Hundred and Forty Eight only) with the Court Registrar which has since been deposited by DMRC. The decision of the Hon'ble Delhi High Court on the quantum of the compensation to be received by the Transferor Company is presently pending. The DMRC has since acquired and taken possession of the DMRC Land from the Transferor Company.
- (G) With a view to facilitate reconstruction or splitting up of erstwhile public sector companies into separate companies, the Central Government, vide, the Taxation Laws (Amendment) Act, 2016, has inserted the *Explanation 5 to Section 2(19AA)* of the Income Tax Act, 1961 with effect from April 1, 2016. The Statement of Object and Reasons to the Taxation Laws

(Amendment) Bill, 2016 provides that this amendment was made with a view to facilitate the reconstruction or splitting up of erstwhile public sector companies into separate companies and to give effect to the conditions attached to the transfer of shares by the Government and that there was a need to bring these types of reconstruction and splitting up within the scope of definition of the term “demerger”.

(H) In exercise of the powers conferred by *Explanation 5* to Section 2(19AA) of the Income Tax Act, 1961, the Central Government pursuant to Central Board of Direct Taxes Notification 93/2016, No. 149/251/2015-TPL and Central Board of Direct Taxes Notification No.73/2017, F. No.149/251/2015-TPL specified that the reconstruction or splitting up of a company which ceased to be a public sector company as a result of transfer of its shares by the Central Government, into separate companies, shall be deemed to be a demerger, if the following conditions are fulfilled, namely:—

- (a) that such reconstruction or splitting up has been made by way of transfer of any assets of the demerged company to the resulting company to give effect to the conditions mentioned in the Share Holders' Agreement and Share Purchase Agreement; and
- (b) that the resulting company is a public sector company on the appointed date indicated in the scheme approved by the Appellate Tribunal constituted under Section 410 of the Companies Act, 2013 (18 of 2013) in this behalf.

Accordingly, the reconstruction and splitting up of the Transferor Company into separate companies, by way of transfer of the Surplus Land to the Transferee Company, is to be undertaken in terms of *Explanation 5* to Section 2(19AA) of the Income Tax Act, 1961 and shall be in compliance with conditions notified in this respect by the Central Government.

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

- (a) **Part I**, which deals with definitions and interpretation and share capital;
- (b) **Part II**, which deals with the reconstruction and splitting up of the Transferor Company by way of transfer of Surplus Land to the Transferee Company;
- (c) **Part III**, which deals with issue of shares of the Transferee Company to the shareholders of the Transferor Company; matters relating to accounts etc.;
- (d) **Part IV**, which deals with the transfer of shares of Transferee Company by Panatone Group Companies to the Government of India and certain erstwhile public shareholders of the Transferor Company; and
- (e) **Part V**, which deals with general terms and conditions applicable to the Scheme.

PART I

1. DEFINITIONS AND INTERPRETATION

1.1 In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meaning as mentioned herein below: -

- (a) **“Act”** means the Companies Act, 2013 (to the extent notified by the Government of India and currently in force), and the Companies Act, 1956, to the extent not repealed and replaced by notified sections of the Companies Act, 2013, and any amendment thereto or any other succeeding enactment for the time being in force;
- (b) **“Appointed Date”** means the 30 March, 2018;
- (c) **“Associated Companies”** means Tata Sons Limited, The Tata Power Company Limited, The Tata Iron and Steel Company Limited (now known as Tata Steel Limited) and Tata Industries Limited;
- (d) **“Board of Directors”** in relation to each of the Transferor Company and the Transferee Company means the board of directors of such company and, unless it is repugnant to the context, includes a duly authorised committee of the board;
- (e) **“Companies”** shall mean the Transferor Company and the Transferee Company collectively;
- (f) **“Defence Compensation”** shall mean any compensation that may be paid whether by the Department of Defence or by any other Governmental Authority in connection with the occupation and/ or acquisition of certain lands situated in Pune, which were formerly in the ownership of, or were believed by the Transferor Company to be in the ownership of, Overseas Communications Service and/ or the Transferor Company but which is presently occupied by, and in respect of which ownership is claimed by, the Department of Defence;

- (g) **“Undisclosed Claims”** shall mean third party claims that (A) have been made by a third party in writing against the Transferor Company in relation to the Surplus Land prior to 30 March 2018; and (B) are omitted from **Schedule 2**, or (in respect of third party claims made after October 25, 2017 in writing against the Transferor Company in relation to the Surplus Land) are not disclosed in writing to the Transferee Company in accordance with Clause 3.11, pursuant to a fraudulent or negligent withholding by the Transferor Company; and shall also include all claims by state governments for Property Taxes to the extent such claims relate to the Transferor Company's ownership of Surplus Land prior to Effective Date;
- (h) **“Demerger”** means the reconstruction and splitting up of the Transferor Company into separate companies by way of transfer of the Surplus Land of the Transferor Company to the Transferee Company in terms of *Explanation 5* to Section 2(19AA) of the Income Tax Act, 1961 and other relevant sections of Income Tax Act, 1961 and in compliance with conditions notified in this respect by Central Government and in terms of Sections 230 to 232 of the Companies Act 2013, to give effect to the conditions mentioned under the SHA and SPA, and the consequent issue of equity shares by the Transferee Company to the shareholders of the Transferor Company as set out in this Scheme;
- (i) **“DMRC Compensation”** means 20.849 % of the aggregate compensation for the DMRC Land, as may be received by the Transferor Company pursuant the order from the concerned court and which shall be paid to the Transferee Company in accordance with the provisions of this Scheme;
- (j) **“Effective Date”** means the last of the dates on which the conditions and matters referred to in Clause 7.12 hereof have been fulfilled or waived and references in this Scheme to the date of “coming into effect of this Scheme” or “effectiveness of this Scheme” or “upon the Scheme becoming effective” shall mean the Effective Date;
- (k) **“Governmental Authority”** shall mean any national, state, provincial, local or similar government, governmental, statutory, regulatory or administrative authority, government department, agency, commission, board, branch, tribunal or court or other entity authorized to make laws, rules, regulations, standards, requirements, procedures or to pass directions or orders having the force of law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law, or any stock exchange of India or any other country;
- (l) **“NCLT, Mumbai”** means the National Company Law Tribunal, Mumbai Bench or such other forum or authority as may be vested with the powers of the National Company Law Tribunal and having jurisdiction over the Transferor Company for the purposes of Sections 230 to 232 of the Companies Act, 2013;
- (m) **“Panatone”** means Panatone Finvest Limited, a public limited company duly incorporated and existing under the Companies Act, 1956 on March 30, 1992, having its registered office at Bombay House, 24 Homi Mody Street Mumbai 400001;
- (n) **“Panatone Group Companies”** means collectively, Panatone, Tata Sons Limited and Tata Power Company Limited;
- (o) **“Prior Documents”** shall mean SPA, the SHA and the Letter of Offer;
- (p) **“Record Date”** means the date to be determined by the Board of Directors of the Transferor Company, for the purpose of determining the shareholders of the Transferor Company to whom equity shares of the Transferee Company shall be allotted pursuant to the Demerger under this Scheme;
- (q) **“Remaining Business”** shall mean all the undertakings, businesses, activities, operations, assets and liabilities (including investments in listed and unlisted shares, securities, identified assets and bank balances) of the Transferor Company, other than those comprised in the Surplus Land;
- (r) **“Surplus Land”** means the pieces and parcels of land described in **Schedule 1** hereunder and shall mean and include all the rights, title, interest and/or liabilities, if any, of the Transferor Company in relation thereto. Without prejudice and limitation to the generality of the above, the Surplus Land shall mean and include:
- (i) all rights, title, interest, covenant, undertakings, liabilities including continuing rights, title and interest in connection with the pieces and parcels of land described in **Schedule 1**, including the balances in the FD Account, and DMRC Compensation;

- (ii) Demerged Liabilities, including the list of Demerged Liabilities known set out in **Schedule 2**;
- (iii) litigations, claims and disputes pertaining to the Surplus Land, including those set out in **Schedule 2**; and
- (iv) all benefits and obligations under the contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of any nature relating exclusively to the pieces and parcels of land described in **Schedule 1**;
- (s) **"Scheme"** means this scheme of arrangement and reconstruction including any modification or amendment hereto, made in accordance with the terms hereof;
- (t) **"SEBI"** means the Securities and Exchange Board of India;
- (u) **"SEBI Scheme Circular"** means Circular No. CIR/DIL3/CIR/2017/21 dated March 10, 2017 on Schemes of Arrangement by Listed Entities, and shall include any modifications or amendments thereof;
- (v) **"Share Entitlement Ratio"** shall have the meaning ascribed to it in Clause 5.1;
- (w) **"Stock Exchanges"** means the BSE Limited and the National Stock Exchange of India Limited, collectively; and
- (x) **"Tax"** or **"Taxes"** means and includes: (a) all forms of direct tax and indirect tax, duty, surcharge, cess or any other tax of similar nature, including, minimum alternate tax, dividend distribution tax, value added tax, service tax, goods and service tax or any other taxes, withholding tax whenever or wherever created or imposed by, or payable to, any Government Authority by reference to profits, gains, assets or other reference, in relation to the arrangements envisaged under this Scheme; and (b) all charges, interest, penalties, costs and fines incidental or relating to any taxes falling within (a) above or which arise as a result of the failure to pay any taxes on its due date or to comply with any obligation relating to taxes and shall include any liabilities for the taxes of any another person, whether by contract, operation of law or otherwise, and (c) shall not include any reference to Property Taxes.

1.2 References to "Clauses", "Sections", "Schedules" and "Parts", unless otherwise stated, are references to schedules, clauses, sections and parts of this Scheme.

1.3 The headings herein shall not affect the construction of this Scheme.

1.4 Unless the context otherwise requires, reference to any law or to any provision thereof shall include references to any such law or to any provision thereof as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, or to any law or any provision which replaces it, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

1.5 The singular shall include the plural and vice versa; and references to one gender include all genders.

1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed without limitation.

1.7 References to a person shall include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).

2. SHARE CAPITAL

2.1 The share capital of Transferor Company and Transferee Company, respectively, as on October 23, 2017 is as under:

(a) *Transferor Company*

A. AUTHORISED SHARE CAPITAL		AMOUNT IN INR
400,000,000 equity shares of face value of INR 10 each		4,000,000,000
B. ISSUED AND SUBSCRIBED SHARE CAPITAL		AMOUNT IN INR
285,000,000 equity shares of face value of INR 10 each		2,850,000,000
C. PAID UP SHARE CAPITAL		AMOUNT IN INR
285,000,000 equity shares of face value of INR 10 each		2,850,000,000

(b) *Transferee Company*

A. AUTHORISED SHARE CAPITAL	AMOUNT IN INR
250,000 equity shares of face value of INR 10 each	2,500,000
B. ISSUED AND SUBSCRIBED SHARE CAPITAL	AMOUNT IN INR
50,000 equity shares of face value of INR 10 each	500,000
C. PAID UP SHARE CAPITAL	AMOUNT IN INR
50,000 equity shares of face value of INR 10 each	500,000

PART II

3. RECONSTRUCTION AND SPLITTING UP OF THE TRANSFEROR COMPANY BY WAY OF TRANSFER OF SURPLUS LAND TO THE TRANSFEE COMPANY

- 3.1 With effect from the Appointed Date and upon the Scheme becoming effective, the Transferor Company shall, pursuant to Section 232(4) of the Act and *Explanation 5* to Section 2(19AA) of the Income Tax Act, 1961 and other relevant sections of the Income Tax Act, 1961, without any further act or deed, be split up and reconstructed by way of transfer of the Surplus Land to the Transferee Company so as to invest in the Transferee Company the rights, title and interest (if any) of the Transferor Company in the Surplus Land and the Transferor Company will thereupon stand reconstructed and split-up into separate companies.
- 3.2 With effect from the Appointed Date and upon the Scheme becoming effective, by way of reconstruction and splitting up of the Transferor Company, all the assets and liabilities pertaining to the Surplus Land stand transferred to and vested in the Transferee Company at their respective book values as appearing in the books of the Transferor Company immediately before the Appointed Date, and shall become the property and an integral part of the Transferee Company.
- 3.3 With effect from the Appointed Date and upon the Scheme becoming effective, by way of reconstruction and splitting up of the Transferor Company, all immovable property pertaining to the Surplus Land, and any documents of title/ rights and easements in relation thereto shall be vested in and transferred to the Transferee Company and shall belong to the Transferee Company thereafter. The mutation of the title to the immovable properties pertaining to the Surplus Land shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Transferee Company.
- 3.4 With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities (including contingent liabilities and/or obligations which arise in relation to the Surplus Land), Taxes (excepting Property Tax on the Surplus Land prior to Effective Date), duties and obligations of any kind, nature or description thereof, of the Transferor Company pertaining to the Surplus Land, secured or unsecured ("**Demerged Liabilities**"), shall without any further act or deed, be and stand transferred to and be deemed to be transferred to the Transferee Company. Notwithstanding the Appointed Date, all claims by state governments for property taxes to the extent such claims relate to the Surplus Land ("**Property Taxes**") prior to Effective Date, shall be borne by the Transferor Companies; and all claims by state governments for Property Taxes on the Surplus Land, on and from Effective Date onwards shall be borne by the Transferee Company.
- 3.5 The Transferee Company shall indemnify and hold harmless the Transferor Company from and against, any and all losses, liabilities, claims, damages, actions, Taxes (including claims for Property Tax on the Surplus Land on or after Effective Date), costs and expenses incurred or suffered in relation to Demerged Liabilities except Undisclosed Claims, upon and after the Scheme becoming effective. To this extent, the Transferee Company shall, from time to time, advance sums that are adequate to meet all such losses, liabilities, claims, damages, actions, Taxes (including claims for Property Tax on the Surplus Land on or after Effective Date), costs and expenses to the Transferor Company at least two weeks before they become due to any third party, including to any Governmental Authority. Without prejudice to the foregoing, if, for any reason, the Transferor Company pays any such claims, damages, costs, expenses, Taxes (including claims for Property Tax on the Surplus Land on or after Effective Date) and liabilities, the Transferee Company shall reimburse the Transferor Company for all such costs promptly and in any event within fourteen days of a demand for the reimbursement of any such claims, damages, costs, expenses, Taxes (including

claims for Property Tax on the Surplus Land on or after Effective Date) and liabilities being made on the Transferee Company.

- 3.6 The Transferor Company shall indemnify and hold harmless the Transferee Company from and against, any and all losses, liabilities, claims, damages, actions, Taxes, costs and expenses in relation to the Undisclosed Claims (including, for the avoidance of doubt, Property Tax on the Surplus Land prior to Effective Date). The Transferor Company shall, from time to time, advance sums that are adequate to meet all such losses, liabilities, claims, damages, actions, Taxes (including claims for Property Tax on the Surplus Land prior to Effective Date), costs and expenses to the Transferee Company at least two weeks before they become due to any third party including to any Governmental Authority. Without prejudice to the foregoing, if, for any reason, the Transferee Company pays any such claims, damages, costs, expenses, Taxes (including claims for Property Tax on the Surplus Land prior to Effective Date) and liabilities, the Transferor Company shall reimburse the Transferee Company for all such costs promptly and in any event within fourteen days of a demand for the reimbursement of any such claims, damages, costs, expenses, Taxes (including claims for Property Tax on the Surplus Land prior to Effective Date) and liabilities being made on the Transferor Company.
- 3.7 With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Surplus Land to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and all charges or security interests over the Surplus Land or part thereof, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or 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 been a party or beneficiary or obligee thereto. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such contracts, deeds, bonds, agreements, schemes, arrangements and other instruments to give effect to the provisions of this Clause 3.7 of the Scheme.
- 3.8 Without prejudice to the other provisions of this Scheme and the fact that vesting of the Surplus Land occurs by virtue of this Scheme itself, the Transferor Company shall, within 14 business days from the Effective Date, transfer to the Transferee Company the balance in the FD Account as actually received from the bank, in such manner as may be agreed by the Transferor Company and the Transferee Company, and such payment by the Transferor Company shall extinguish any and all obligations of the Transferor Company, Panatone and its Associated Companies under the Prior Documents with respect to the Society Land at Chennai. After February 13, 2002, the Transferor Company has not transferred, and has not suffered any encroachment on, any part of the Surplus Land in Padianallur, Chennai other than the Society Land. The Transferor Company shall indemnify and hold the Transferee Company harmless against any falsity in the immediately foregoing sentence. Except to the extent provided by the preceding two sentences, all Surplus Land shall be transferred to the Transferee Company on an as-is-where-is basis.
- 3.9 Without prejudice to the other provisions of this Scheme and the fact that vesting of the Surplus Land occurs by virtue of this Scheme itself, the Transferor Company shall, within 10 business days of the Effective Date or within 10 business days of receipt of DMRC Compensation by the Transferor Company pursuant to obtaining the order of the relevant court in respect of DMRC Compensation, whichever is later, transfer to the Transferee Company the DMRC Compensation, net of applicable Taxes and all costs, in such manner as may be agreed by the Transferor Company and the Transferee Company, and such transfer by the Transferor Company shall extinguish all obligations of the Transferor Company, Panatone and its Associated Companies to the Transferee Company with respect to the DMRC Land. Provided however, if the Transferor Company is required to repay or deposit with the courts any payments received towards DMRC Compensation on account of an appeal, revision, review or any further order of the concerned court or any higher court, the Transferee Company shall make payments of relevant amounts to the Transferor Company no later than 10 business days prior to the due date for repayment or deposit to enable the Transferor Company to comply with such further order.
- 3.10 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Surplus Land occurs by virtue of this Scheme itself, the Transferee Company, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, will take such actions and execute such documents (including deeds of confirmation or other writings or arrangements) with any party to any contract or arrangement in relation to the Surplus Land to which the Transferor Company is a party in order to give formal effect to the above provisions. The Transferor Company will, if necessary, also be party to the above. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such

writings on behalf of Transferor Company and to carry out or perform all such formalities or compliances referred to above on part of the Transferor Company.

- 3.11 With effect from the Appointed Date and upon the Scheme becoming effective, without any limitations whatsoever, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Transferor Company and relating to the Surplus Land, under any statute, whether pending on the Appointed Date or which may be instituted any time thereafter, including those set out in **Schedule 2** but excluding Undisclosed Claims, shall be continued and enforced by or against the Transferee Company after the Effective Date. The Transferor Company shall in no event be responsible or liable in relation to any such legal or other proceedings against the Transferee Company. From time to time until the Effective Date, the Transferor Company shall notify the Transferee Company of any claims that it receives from third parties in respect of the Surplus Land within ten business days of such receipt.
- 3.12 With effect from the Appointed Date and upon the Scheme becoming effective, the Transferee Company undertakes, without any limitations whatsoever, to have such legal or other proceedings relating to or in connection with the Surplus Land of the Transferor Company, initiated by or against the Transferor Company as on the Effective Date, transferred in its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company. The Transferee Company shall indemnify and hold harmless the Transferor Company, from and against, any claims made against it and expenses incurred or suffered in this regard.
- 3.13 For the purpose of giving effect to the vesting order passed under Sections 230 and 232 of the Act in respect of this Scheme, the Transferee Company shall at any time pursuant to the orders on this Scheme be entitled to get the recordal of the change in the legal right(s) upon the vesting of the Surplus Land in accordance with the provisions of Sections 230 and 232 of the Act. The Transferor Company and the Transferee Company shall jointly and severally be authorized to execute any writings as are required to remove any difficulties and carry out any formalities or compliance for the implementation of this Scheme.
- 3.14 Without prejudice to the other provisions of this Scheme, from the Appointed Date and up to and including the Effective Date:
- (a) The Transferor Company shall be deemed to have been carrying on all business and activities relating to the Surplus Land for and on behalf of the Transferee Company.
 - (b) All profits accruing to the Transferor Company and all Taxes thereof (excluding Property Tax on the Surplus Land prior to Effective Date) or losses arising or incurred by it relating to the Surplus Land shall, for all purposes, be treated as the profits, Taxes (excluding Property Tax on the Surplus Land prior to Effective Date) or losses as the case may be of the Transferee Company.
 - (c) The Transferor Company in relation to the Surplus Land shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its subsidiaries or group companies or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal with the same (except if the Scheme is withdrawn or fails).

4. REMAINING BUSINESS

The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Transferor Company. For the avoidance of doubt, it is clarified that the Transferee Company shall have no right or interest to any part or the whole of the Defence Compensation.

PART III

5. ISSUE OF NEW SHARES; REDUCTION OF SHARE CAPITAL OF TRANSFEE COMPANY; MATTERS RELATING TO ACCOUNTS ETC.

- 5.1 Upon the Scheme becoming effective and upon vesting of the Surplus Land into the Transferee Company and in consideration of the Demerger, the Transferee Company shall, without any further application, act, instrument or deed, issue and allot to each member of the Transferor Company whose name is recorded in the register of members as a shareholder of the Transferor Company on the Record Date, or his legal heirs, executors or administrators or (in case of a corporate entity) its successors, equity shares in the Transferee Company in the ratio of 1 (One)

equity shares in the Transferee Company of face value INR 10 (Rupees Ten only) each credited as fully paid up for every 1 (One) equity share of face value INR 10 (Rupees Ten only) each fully paid up held by such member in the Transferor Company (the "**Share Entitlement Ratio**") as on the Record Date. The Transferor Company shall furnish the Transferee Company with a list of shareholders as on the Record Date from its SEBI-registered registrar and share transfer agent. The Transferor Company shall not tamper with, amend, revise, modify, or qualify the list so obtained from the registrar and share transfer agent. The Transferor Company shall indemnify and hold the Transferee Company harmless for any breach of the immediately preceding sentence.

- 5.2 Upon the Scheme becoming effective and subject to the above provisions, the shareholders of Transferor Company as on the Record Date, shall receive demat share receipts of credit of new equity shares in their share accounts maintained with the depository participants reflecting the equity share capital of the Transferee Company issued in accordance with Clause 5.1 above. The Transferee Company shall, if so required, be eligible to issue letters of allotment for the equity shares pending issue of receipts for credit to the account of the shareholders with the depository participant under the depository system. It is clarified that members of the Transferor Company who hold their equity shares in dematerialized form shall be issued equity shares of the Transferee Company in dematerialized form as per the records maintained by the depository participant as on the Record Date. In the event that the Transferee Company has received notice from any shareholder that shares are to be issued in certificate form or if any member has not provided the requisite details relating to the account with a depository participant or other confirmations as may be required, then the Transferee Company shall issue shares in certificate form to such member. All physical share certificates issued pursuant to this clause for the new shares in the Transferee Company shall be sent by the Transferee Company to the shareholders of the Transferor Company at their respective registered addresses as appearing in the register of the Transferor Company on the Record Date (or in the case of joint holders to the address of that one of the joint holders whose name stands first in such register in respect of such joint holding) and the Transferee Company shall not be responsible for any loss in transmission.
- 5.3 In the event of there being any pending share transfers, whether lodged or outstanding, of any member of the Transferor Company, the Board of Directors of the Transferor Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor of the shares in the Transferor Company and in relation to the shares issued by the Transferee Company after the effectiveness of the Scheme. The Board of Directors of the Transferor Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in the Transferor Company on account of difficulties faced in the transaction period.
- 5.4 Equity shares to be issued by the Transferee Company pursuant to this Scheme in respect of such of the equity shares of the Transferor Company which are held in abeyance under the provisions of Section 126 of the Companies Act, 2013 or otherwise shall, pending allotment or settlement of dispute by order of a court or otherwise, also be kept in abeyance by the Transferee Company.
- 5.5 The equity shares issued and allotted by the Transferee Company in terms of this Scheme shall rank *pari passu* in all respects with the then existing equity shares of the Transferee Company.
- 5.6 Immediately upon the issuance of shares by Transferee Company to the shareholders of Transferor Company pursuant to Clause 5.1 of this Scheme, the entire share capital of the Transferee Company as existing on the Appointed Date shall stand cancelled, without any further act or deed. The reduction in the share capital as aforesaid, of the Transferee Company shall be effected as an integral part of the Scheme and Transferee Company shall not be required to follow the process under Sections 66 of the Act or any other provisions of applicable law separately.
- 5.7 **Accounting Treatment**
- (a) In the books of the Transferee Company:
- Upon the Scheme becoming effective, the Transferee Company shall account for the Scheme and its effects in its books of account with effect from the Appointed Date as under:
- (i) The Transferee Company shall record the assets and liabilities of the splitting up and reconstruction by way of transfer of Surplus Land vested in it in accordance with this Scheme, as per the book values attributable to such assets and liabilities.

- (ii) The shortfall, if any, on the difference of the aggregate value of the assets and the aggregate value of the liabilities of the splitting up and reconstruction by way of transfer of Surplus Land taken over pursuant to this Scheme as detailed in Clause 3 shall be recorded as 'goodwill' in the books of Transferee Company.

(b) In the books of the Transferor Company:

Upon the Scheme becoming effective, the Transferor Company shall account for the Scheme and its effects in its books of account with effect from the Appointed Date as under:

- (i) The accounts representing the assets and liabilities of the splitting up and reconstruction of the Transferor Company by way of transfer of Surplus Land shall accordingly stand reduced / closed on splitting up and reconstruction to the Transferee Company.
- (ii) Any transfer of the assets and liabilities to the Transferee Company shall be adjusted by the Transferor Company in its general reserves in the reserves and surplus.

5.8 Within 30 days of the Effective Date, the Transferee Company shall apply for listing and/or trading of its equity shares including those issued in terms of Clause 5.1 above on the Stock Exchanges, in accordance with the applicable laws including the SEBI Scheme Circular, the requirements imposed or concessions, if any, and other terms and conditions agreed with the respective Stock Exchanges. The equity shares allotted pursuant to this Scheme shall remain frozen in the depositories system till relevant directions in relation to listing/trading are given by the relevant Stock Exchanges. Except for issuance of shares by Transferee Company and reduction of capital of Transferee Company, in each case as envisaged pursuant to this Clause 5, there will be no change in the share capital of the Transferee Company till the listing of the equity shares of the Transferee Company on the relevant Stock Exchanges.

PART IV

6. TRANSFER OF SHARES OF TRANSFEE COMPANY BY PANATONE GROUP COMPANIES

- 6.1 Upon the Scheme becoming effective and as an integral part of the Scheme, such number of shares as are issued and allotted to Panatone Group Companies by the Transferee Company, pursuant to Clause 5.1 above, in respect of Panatone owning 25% of the subscribed equity capital of the Transferor Company, shall, subsequent to their allotment to Panatone and upon the Transferee Company being listed on the recognized stock exchanges, be transferred to the Government of India, in order to give effect to the provisions of the SPA and SHA, without any further act or deed. Such transfer shall be effected within 30 business days of listing and trading of the shares of the Transferee Company by Panatone issuing duly executed delivery instructions to its depository participant.
- 6.2 Upon the Scheme becoming effective and as an integral part of the Scheme, such number of shares as are issued and allotted to Panatone Group Companies by the Transferee Company, pursuant to Clause 5.1, in respect of Panatone Group Companies owning 20% of the subscribed equity capital of the Transferor Company, shall, subsequent to their allotment to Panatone Group Companies and upon the Transferee Company being listed on the recognized stock exchanges, be transferred, in order to give effect to the terms and conditions of the Letter of Offer, without any further act or deed and at no cost to Panatone Group Companies, in a proportionate manner, to those public shareholders of the Transferor Company (or their legal heirs/successors) whose shares were acquired by Panatone pursuant to the open offer made vide the Letter of Offer ("**Eligible VSNL Shareholders**") in accordance with the terms set out in this Part IV of the Scheme.
- 6.3 Within 15 business days of allotment of shares by the Transferee Company to Panatone Group Companies pursuant to Clause 5.1 above, the Transferee Company shall dispatch a format of a notice ("**Transfer Notice**") to each Eligible VSNL Shareholder, at the last registered address of such Eligible VSNL Shareholder available with the Transferor Company, which shall contain or require the furnishing of such documents and information as may be necessary to give effect to the transfers contemplated in this Part IV.
- 6.4 Each Eligible VSNL Shareholder shall be required to submit the duly completed Transfer Notice to the Transferee Company on or prior to the expiry of 30 business days from the date of dispatch of the Transfer Notice ("**Election Period**").
- 6.5 Panatone Group Companies shall within 60 business days of the later of (i) expiry of the Election Period and (ii) of the Transferee Company being listed and quoted for trading on the recognized stock exchanges, consummate the transfers to Eligible VSNL Shareholders as contemplated in Clause 6.2 in such manner as may be determined by relevant Panatone Group Companies.

- 6.6 In respect of Eligible VSNL Shareholders who are non-residents, the transfer of Transferee Company shares will be subject to the approval of the Reserve Bank of India and/or such other Governmental Authorities as may be required under applicable laws. The Transferee Company will apply for the requisite approvals in this regard and the transfers contemplated in this Part IV will be subject to and made in compliance with such terms and conditions as may be prescribed by the relevant Governmental Authorities.
- 6.7 Notwithstanding anything contained herein, if Panatone Group Companies determine that the transfer of the shares or any part thereof cannot be effected due to applicable laws (including the non-receipt of approvals required, if any) or otherwise, Panatone Group Companies may elect, and take all such actions as may be necessary to remit consideration in lieu of or in respect of the Eligible VSNL Shareholders' entitlement in terms of the Letter of Offer, in a compliant manner and to ensure that this does not delay the effectiveness or implementation of the Scheme. Panatone Group Companies shall enter into such further documents and take such further actions as may be necessary or appropriate in this behalf and to enable the actions contemplated herein. For this purpose, the Transferee Company shall extend all support and co-operate with Panatone Group Companies and execute any documents as may be necessary.
- 6.8 Any shares which are not transferred to the relevant Eligible VSNL Shareholders on or before the tenth anniversary of the Effective Date for any reasons whatsoever including but not limited to an inability to locate one or more Eligible VSNL Shareholder(s) or non-receipt of requisite approvals or litigation shall, (whether for all such remaining shares or any part of them), be sold in such manner as the relevant Panatone Group Companies deem fit and the proceeds thereof shall be deposited with the Investor Education and Protection Fund (constituted pursuant to the provisions of Section 125 of the Companies Act, 2013 or the provisions of Section 11 of the Securities and Exchange Board of India Act, 1992).
- 6.9 Upon Panatone transferring 7,12,50,000 shares of the Transferee Company to the Government of India in accordance with Clause 6.1 above as an essential part of this Scheme, each of Panatone and its Associated Companies shall be deemed to have fully discharged all their obligations under the Prior Documents in respect of the transfer of shares of the 'resulting company' (as defined in the SHA and SPA i.e., separate entity formed pursuant to demerger of surplus lands by way of court approved scheme of arrangement) to the Government of India, including its obligations under article 7.10 (a) (ii) and (c) of the SPA, section 4.7 (a) (ii) and 4.7 (c) of the SHA and paragraphs 1.2(d) and 7 of the Letter of Offer. Upon Panatone Group Companies transferring 5,70,00,000 shares of the Transferee Company in accordance with Clause 6.5 above as an essential part of this Scheme, each of Panatone and its Associated Companies shall be deemed to have fully discharged all their obligations under the Prior Documents in respect of the transfer of shares of the 'resulting company' (as defined in the SHA and SPA i.e., separate entity formed pursuant to demerger of surplus lands by way of court approved scheme of arrangement) to the Eligible VSNL Shareholders respectively, including its obligations under paragraphs 1.2(d) and 7 of the Letter of Offer.
- 6.10 Without prejudice to the generality of Clause 6.9 and notwithstanding anything to the contrary contained in the Prior Documents, provided that the transfers set forth in Clauses 6.2 and 6.5 are duly made, none of Panatone and its Associated Companies shall have any liability whatsoever if one or more Eligible VSNL Shareholder(s) do not receive the shares for any reason whatsoever including (without limitation) on account of non-receipt of the Transfer Notice by any Eligible VSNL Shareholder and/or non-receipt of completed Transfer Notice from the Eligible VSNL Shareholder(s) and/ or non-receipt of any required approvals.

PART V

7. GENERAL TERMS AND CONDITIONS

- 7.1 As an integral part of the Scheme, and, upon the coming into effect of the Scheme, the authorised share capital of the Transferee Company shall automatically stand increased, without any further act, instrument or deed on the part of the Transferee Company, such that upon the effectiveness of the Scheme the authorised share capital of the Transferee Company shall be Rs. 100000000000/- (Rupees Ten Thousand Crores), divided into equity share capital of Rs.90000000000/- (Rupees Nine Thousand Crores), comprising of 9000000000 (Nine Hundred Crores) equity shares of Rs. 10/- (Rupees Ten only) each and preference share capital of Rs.10000000000/- (Rupees One Thousand Crores), comprising of 1000000000 (One Hundred Crores) preference shares of Rs. 10/- (Rupees Ten only) each, without any further act or deed. The capital clause of the Memorandum of Association of the Transferee Company shall, upon the coming into effect of this Scheme and without any further act or deed, be replaced by the following clause:

MEMORANDUM OF ASSOCIATION

"The authorized share capital of the Company is Rs.10000000000/- (Rupees Ten Thousand Crores), divided into equity share capital of Rs. 90000000000/- (Rupees Nine Thousand Crores) comprising of 9000000000 (Nine Hundred Crores) equity shares of Rs. 10/- (Rupees Ten only) each and preference share capital of Rs.10000000000/- (Rupees One Thousand Crores), comprising of 1000000000 (One Hundred Crores) preference shares of Rs. 10/- (Rupees Ten only) each with the rights, privileges and conditions attaching thereto as may be provided by the Articles of Association of the Company for the time period."

Further, Article 4 of the Articles of Association of the Transferee Company shall, upon the coming into effect of this Scheme and without any further act or deed, be replaced by the following clause:

ARTICLES OF ASSOCIATION

"The authorized share capital of the Company is Rs.100000000000/- (Rupees Ten Thousand Crores), divided into equity share capital of Rs.90000000000/- (Rupees Nine Thousand Crores), comprising of 9000000000 (Nine Hundred Crores) equity shares of Rs. 10/- (Rupees Ten only) each and preference share capital of Rs.10000000000/- (Rupees One Thousand Crores), comprising of 1000000000 (One Hundred Crores) preference shares of Rs. 10/- (Rupees Ten only) each"

- 7.2 It is hereby clarified that for the purposes of Clause 7.1, the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for amendment of the Memorandum of Association of the Transferee Company and no further resolutions under the applicable provisions of the Act would be required.
- 7.3 Pursuant to this Scheme, the Transferee Company shall file the requisite forms with the registrar of companies for alteration of its authorised share capital and shall bear all costs and expense in relation to its alteration of share capital.
- 7.4 The Transferor Company and the Transferee Company shall make necessary applications before the NCLT, Mumbai and Central Government respectively for sanction of this Scheme under Sections 230 and 232 of the Act and any other applicable provisions of law. The Transferee Company shall be responsible for obtaining all registrations, approvals and filings, *inter alia*, for the purpose of listing, as may be necessary, the Transferee Company and/or its securities pursuant to, in connection with or as a consequence of the consideration, effectiveness and/or implementation of the Scheme, with or from any Governmental Authority or stock exchange, provided that the Transferor Company shall extend reasonable cooperation in this regard.
- 7.5 The stamp duty payable on any order sanctioning this Scheme shall be fully borne by the Transferee Company as principal obligor, and shall not be borne in whole or in part by the Transferor Company or Panatone and its Associated Companies.
- 7.6 Without prejudice to the generality of Clause 7.5 above, it is expressly clarified that the Transferee Company shall bear (a) stamp duty, if any, for the transfer of the Surplus Land from the Transferor Company to the Transferee Company pursuant to this Scheme, (b) costs, if any, in relation to registration, approvals and/or filings in respect of the Transferee Company, its securities and/or the Scheme and/or stamp duty in relation to its alteration of share capital, pursuant to, in connection with or as a consequence of the consideration, effectiveness and/or implementation of the Scheme, with or from any Governmental Authority, stock exchange, holders of any securities issued by or on behalf of the Transferor Company or any other person, whether within or outside India, and (c) costs in relation to listing of any securities of the Transferee Company, pursuant to, in connection with or as a consequence of the Scheme, on any stock exchange whether within or outside India.
- 7.7 All the costs associated (including any stamp duty payable for the transfer of any shares pursuant to Part IV above or Taxes arising in relation thereto) with transfer of shares issued to Panatone Group Companies under this Scheme which are to be transferred in accordance with the provisions of Part IV of this Scheme, shall be borne by the respective transferees.
- 7.8 With effect from the Appointed Date and upon the Scheme becoming effective, if any Tax (including any interest, penalties and/or associated costs) is at all leviable or can be the subject matter of any demand, the same is an obligation transferred to the Transferee Company and shall not be assessed directly or demanded from the Transferor Company or from Panatone or its Associated Companies, pursuant to this declaration made to the Scheme and sanctioned by the NCLT and Central Government respectively. In the event that any tax (including any interest, penalties and/

or associated costs) is levied or becomes capable of being levied on the Transferor Company or Panatone or its Associated Companies as the case may be, the Transferee Company and its assets may be subject to the related Tax charge and no assets or properties of the Transferor Company, Panatone or its Associated Companies shall be subject to any such Tax charge or claim.

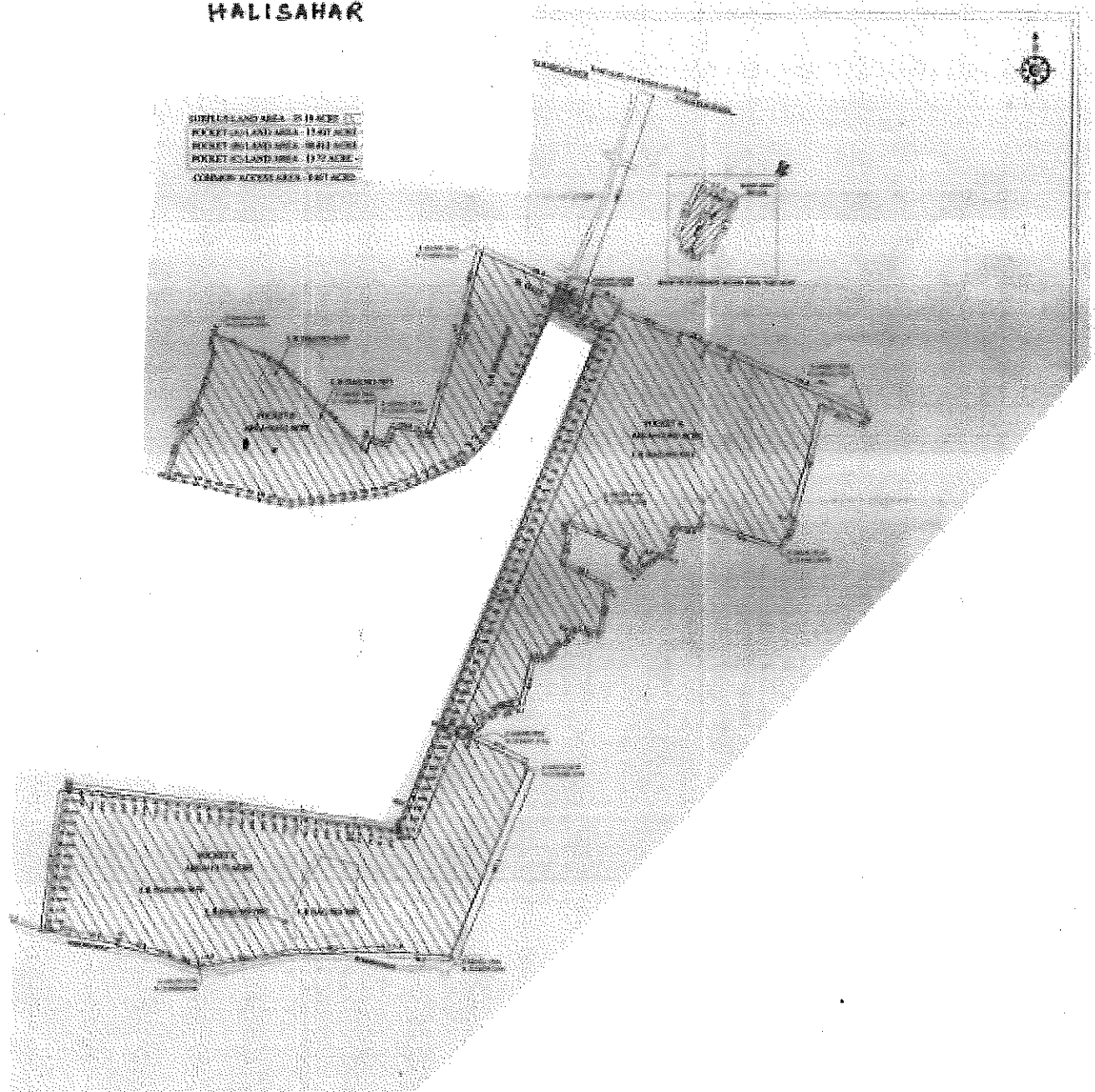
- 7.9 Without prejudice to the other provisions of this Scheme, any payment required to be made by the Transferee Company to the Transferor Company and/or Panatone and/or its Associated Companies in discharge of indemnification obligations under this Scheme (including under Clause 3.5); and any payment required to be made by the Transferor Company to the Transferee Company in discharge of indemnification obligations under this Scheme (including under Clause 3.6) shall, in each case, be made free and clear of, and without deduction for or on account of any Taxes, charges, fees, costs, expenses or duties, except as may be required under applicable law. If any Taxes, charges, fees, costs, expenses or duties are required to be deducted or to be paid, such additional amounts shall be paid by the Transferee Company as shall ensure that the Transferor Company and/or Panatone and/or its Associated Companies, as the case may be, receive, after deduction by the Transferee Company or payment by Transferor Company/Panatone/its Associated Companies of all applicable Taxes, charges, fees, costs, expenses, duties, etc., a net amount equal to the full amount which it would have received had such payment not been subject to such Taxes, charges, fees, costs, expenses or duties. If any Taxes, charges, fees, costs, expenses or duties are required to be deducted or to be paid, such additional amounts shall be paid by the Transferor Company as shall ensure that the Transferee Company, receives, after deduction by the Transferor Company of all applicable Taxes, charges, fees, costs, expenses, duties, etc., a net amount equal to the full amount which it would have received had such payment not been subject to such Taxes, charges, fees, costs, expenses or duties.
- 7.10 The Transferor Company (by its Board of Directors) and the Transferee Company (by its Board of Directors), may, in their full and absolute discretion, assent to any alteration or modification to this Scheme which either the Boards of Directors of the Transferor Company or the Transferee Company, as the case may be, deem fit. The Transferor Company and the Transferee Company each through its Board of Directors, jointly and as mutually agreed in writing, may in their full and absolute discretion, assent to any alteration or modification to which the NCLT, Mumbai or Central Government and/or any other Governmental Authority may deem fit to approve or impose and may give such directions as they may consider necessary to mutually settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of the Scheme or its implementation hereof or in any matter whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those (to the extent permissible under applicable law). Any issue as to whether any asset, liability or litigation pertains to the Surplus Land or not shall be decided by the Boards of Directors of the Transferor Company and the Transferee Company, on the basis of evidence that they may deem relevant for the purpose (including the books and records of the Transferor Company). The Transferor Company and the Transferee Company each through its Board of Directors may also in their full and absolute discretion, jointly and as mutually agreed in writing, withdraw or abandon this Scheme at any stage prior to its becoming effective. Without prejudice to the foregoing, in the event that any Governmental Authority or NCLT, Mumbai or Central Government imposes an onerous condition or deletes any of the protections or indemnities provided to the Transferor Company or Panatone and / or its Associated Companies pursuant to the terms of this Scheme, the Scheme shall be withdrawn or shall become null and void, unless the Transferor Company and Transferee Company agree to continue to pursue or implement the Scheme.
- 7.11 Upon the Scheme becoming effective and subject to the above provisions, the shareholders of the Transferor Company as on the Record Date shall receive new share certificates of Transferee Company reflecting the issued share capital of the Transferee Company (after excluding the original issued capital), and the Transferee Company shall, if so required be eligible to issue letters of allotment for the shares pending issue of share certificates.
- 7.12 The Scheme is conditional and is subject to –
- (a) the Scheme being approved by the respective requisite majorities of various classes of the members and / or creditors of each of the Companies, as required under the Act, or dispensation having being from the members and/or creditors, and the requisite order of the NCLT, Mumbai (in respect of Transferor Company) and the Central Government (in respect of Transferee Company), being obtained in this regard;
 - (b) the Scheme being approved by the majority of public shareholders of the Transferor Company (through e-voting) as may be required under the SEBI Scheme Circular, i.e., the votes cast by public shareholders in favour of the resolution are more than the number of votes cast by public shareholders against it;

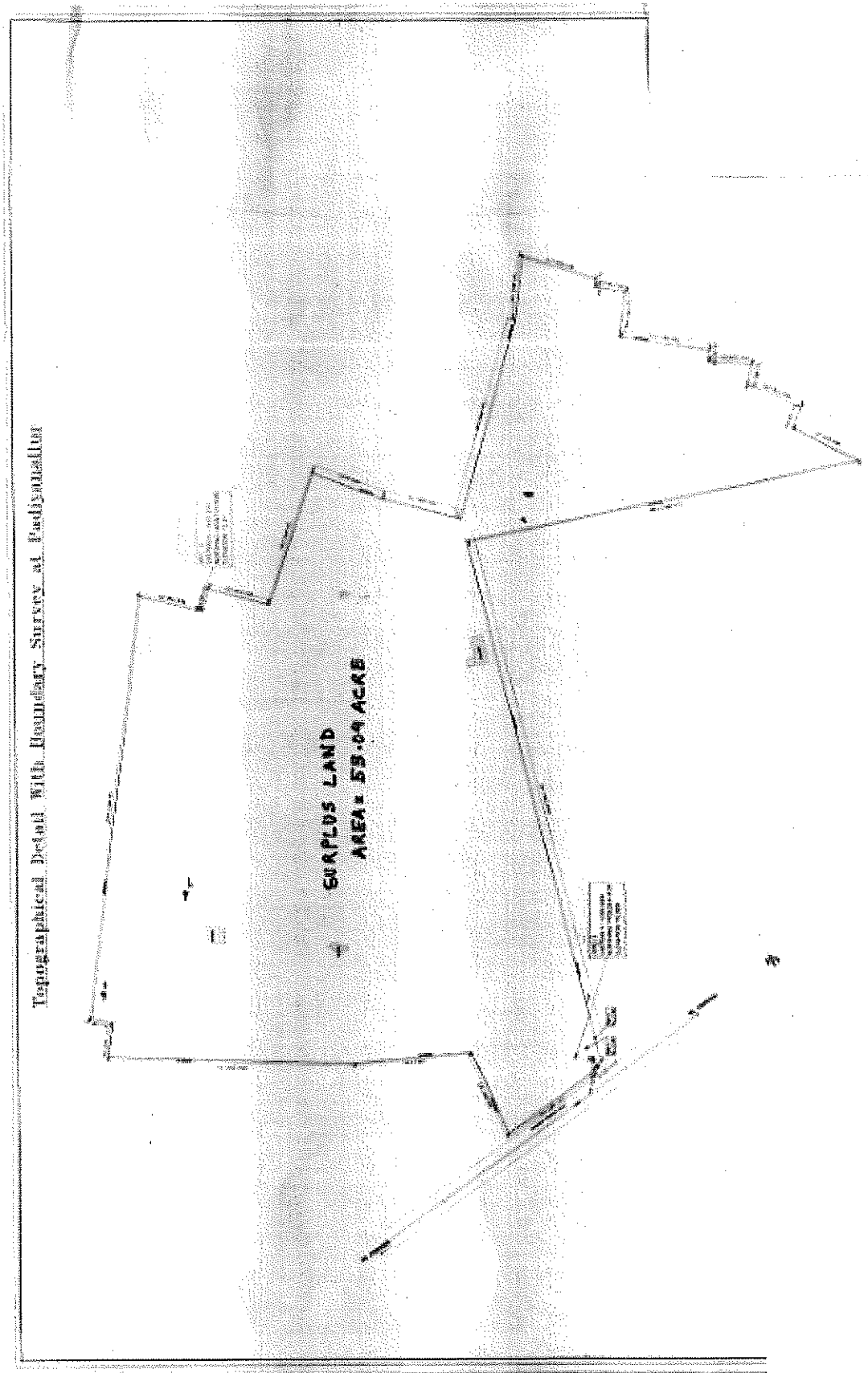
- (c) the Scheme being sanctioned by the NCLT, Mumbai and the Central Government respectively under the provisions of the Act;
 - (d) the approval of SEBI in terms of the SEBI Scheme Circulars being obtained upon this Scheme being sanctioned by the NCLT, Mumbai and the Central Government respectively;
 - (e) the certified copies of the orders referred to in Clause 7.12(c) of this Scheme being filed with the jurisdictional Registrar of Companies; and
 - (f) all necessary regulatory and governmental approvals and registrations required pursuant to, in connection with or as a consequence of the Scheme, being obtained from the relevant Governmental Authorities within and outside India (including approvals, if any, required from the Government of India, the Securities and Exchange Board of India, or any stock exchange).
- 7.13 Upon the Scheme becoming effective, the Board of Directors of the Transferee Company immediately prior to the Effective Date shall, without any further act or deed be replaced by the new Board of Directors of the Transferee Company constituted in accordance with the Act and majority of which shall be comprised of nominees of the President of India.
- 7.14 In the event of this Scheme failing to take effect by March 31, 2019 or such later date as may be agreed by the respective Board of Directors of the Companies, this Scheme shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred *inter-se* by the Companies or their shareholders or creditors or employees or any other person.
- 7.15 The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of each Company.
- 7.16 Subject to Clause 7.10 above, if any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Companies, affect the validity or implementation of the other parts and/or provisions of this Scheme.
- 7.17 Upon this Scheme becoming effective, the accounts of the Transferor Company, as on the Appointed Date shall be reconstructed in accordance with the terms of this Scheme.
- 7.18 Each of the Transferor Company and Transferee Company shall be entitled to file/revise its income tax returns, TDS returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credit of tax under Section 115JB of the Income Tax Act, 1961, credit of tax deducted at source, etc., if any, as may be required consequent to implementation of this Scheme.
- 7.19 This Scheme has been drawn up to comply with Explanation 5 to Section 2(19AA) of the Income Tax Act, 1961, related notification and other relevant sections of the Income Tax Act, 1961. If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the Tax laws shall prevail. The Board of Directors of the Transferor Company and Transferee Company shall exercise their discretion to modify the Scheme to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme. If, and to the extent, any tax is levied on a party to this Scheme under the Income Tax Act, 1961 in relation to this Scheme then the party, which is liable under the Income Tax Act, 1961 to pay such tax, alone shall be liable for such tax with no recourse against another party.

SCHEDULE 1
DESCRIPTION OF AREA OF SURPLUS LAND

LOCATION	SURPLUS LAND AS PER SHA/ SPA	SURPLUS LAND ACTUALLY TRANSFERRED AS ON APPOINTED DATE / REMARKS
Dighi- Pune	524 Acres	524 Acres
Halishar- Kolkata	35.19 Acres	35.19 Acres
Chattarpur- New Delhi	58 Acres	58 Acres
Greater Kailash – New Delhi	70 Acres	69.46 Acres. Refer to recital at paragraph F(b) of the Scheme and Clause 3.9 thereof.
Padianallur – Chennai	85.94 acres	53.04 Acres The SHA mentioned the total area of the Surplus Land in Chennai as 85.94 Acres. In 2009 in connection with the directions of the Hon'ble Delhi High Court, total area of the Surplus Land in Chennai was measured as 85.58 Acres of which 32.5 Acres was transferred as Society Land (refer to recital at paragraph F(a) of the Scheme and Clause 3.8 thereof). Now, using advanced technology (GPS and total survey station method) the remaining Surplus Land in Chennai (i.e. remaining after the sale of the Society Land) has been measured to be 53.04 Acres.

HALISAHAR





SCHEDULE 2
LITIGATIONS, CLAIMS AND DISPUTES PERTAINING TO THE SURPLUS LAND KNOWN AS OF OCTOBER 1, 2017

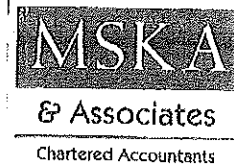
Sr. No.	Details TC Entity Involved and other Party(ies) (if any) on the same side		Details of the Party(ies) on the other side		Forum (in case of Litigation)	Case No.	Land Location in dispute	Status
	Name	Whether Petitioner/ Respondent	Name	Whether Petitioner/ Respondent				
1	TCL	Petitioner	Union of India / Sushil Sharma and others	Respondents	Delhi High Court	WP (Civil) 2546/14	Greater Kailash, New Delhi	15 March 2018 for counter affidavit by GNCTD
2	TCL	Respondent	DLF Ltd	Petitioner	Delhi High Court	WP (Civil) 654/15	Greater Kailash, New Delhi	connected with WP 2546/2014
3	TCL	Petitioner	Union of India / LAC / DMRC	Respondent	Delhi High Court	WP (Civil) res[2130/14	Greater Kailash, New Delhi	5 December 2017 for hearing. Note: Recently during the measurement exercise, company has come to know that DMRC is in possession of some additional portion of land in illegal manner other than acquired land, for which company is in process sending legal notice to DMRC.
4	TCL	Petitioner	Union of India / LAC / DMRC	Respondents	District Court, Saket, Delhi	LAC 14/14	Greater Kailash, New Delhi	adjournd to 21 February 2018 in view of the proceedings in CM (Main) 895/15
5	TCL	Respondent	Land Acquisition Collector	Petitioner	District Court, Saket, Delhi	LAC 4/14	Greater Kailash, New Delhi	adjournd to 21 February 2018 in view of the proceedings in CM (Main) 895/15
6	TCL	Petitioner	Union of India	Respondent	Delhi High Court	CM (Main) 895/15	Greater Kailash, New Delhi	5-Feb-18
7	TCL	Applicant/ Petitioner	Govt. Of NCT of Delhi & Ors.	Respondent	Delhi High Court	CM 22366/2017 in WP (C) 2434/2011	Greater Kailash, New Delhi	27 November 2017 for filing of reply by respondent
8	TCL	Petitioner	Govt. Of NCT of Delhi & Ors.	Respondent	Delhi High Court	WP. (C) 5301/2017	GK, New Delhi	27 November 2017 for filing of reply by respondent
9	TCL	Respondent	Venkata Rao	Petitioner	Sub Court Ponneri	AS 70/2011	Padianallur, Chennai	8-Nov-17

Sr. No.	Details TC Entity Involved and other Party(ies) (if any) on the same side		Details of the Party(ies) on the other side		Forum (in case of Litigation)	Case No.	Land Location in dispute	Status
	Name	Whether Petitioner/ Respondent	Name	Whether Petitioner/ Respondent				
10	TCL	Caveator	Government of Tamilnadu & Others	Respondent	High Court of Madras		Padianallur, Chennai	-
11	TCL	Caveator	P. VenktaRao	Respondent	High Court of Madras		Padianallur, Chennai	-
12	TCL	Caveator	P. VenktaRao	Respondent	High Court of Madras		Padianallur, Chennai	-
13	TCL	TCL is not a party as of now	Komalavalli	Petitioner	High Court of Madras	Crl. O.P.No. 8183 of 2015	Padianallur, Chennai	No Date
14	TCL	Respondent	Kaushalya Mahadev Choudhary & Ors.	Petitioner	High Court Mumbai	WP 9163/2009	Dighi, Pune	For final hearing
15	TCL	Respondent	Santosh Walke	Petitioner	High Court Mumbai	PIL 109/2008	Dighi, Pune	For final hearing
16	TCL	Respondent	Santosh Walke	Applicant	High Court Mumbai	Contempt Petition 525/2010 In PIL 109/2008	Dighi, Pune	No notice issued yet to TCL
17	TCL	Respondent	Madhav Mhaske	Petitioners	High Court Mumbai	WPST/28643/2015 WP/612/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
18	TCL	Respondent	Santosh Keshav Waje	Petitioners	High Court Mumbai	WPST/28635/2015 WP/132/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
19	TCL	Respondent	Dattatreya Gavahne	Petitioners	High Court Mumbai	WPST/28641/2015 WP/4332/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
20	TCL	Respondent	Somnath Shinde	Petitioners	High Court Mumbai	WPST/28623/2015 WP/602/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
21	TCL	Respondent	Harihar Walke	Petitioners	High Court Mumbai	WPST/28631/2015 WP/4334/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED

Sr. No.	Details TC Entity Involved and other Party(ies) (if any) on the same side		Details of the Party(ies) on the other side		Forum (in case of Litigation)	Case No.	Land Location in dispute	Status
	Name	Whether Petitioner/ Respondent	Name	Whether Petitioner/ Respondent				
22	TCL	Respondent	Shanti Parande	Petitioners	High Court Mumbai	WPST/28659/2015 WP/11464/2015	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
23	TCL	Respondent	Krishna Walke	Petitioners	High Court Mumbai	WPST/28625/2015 WP/614/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
24	TCL	Respondent	Mangala Ghule	Petitioners	High Court Mumbai	WPST/28660/2015 WP/4747/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
25	TCL	Respondent	Maruti Tapkir	Petitioners	High Court Mumbai	WPST/28629/2015 WP/4744/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
26	TCL	Respondent	Ramdas Walke	Petitioners	High Court Mumbai	WPST/28663/2015 WP/4863/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
27	TCL	Respondent	Parshuram Mhaske	Petitioners	High Court Mumbai	WPST/28640/2015 WP/4333/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
28	TCL	Respondent	Pandit Walke	Petitioners	High Court Mumbai	WPST/28634/2015 WP/4342/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
29	TCL	Respondent	Popat Kate	Petitioners	High Court Mumbai	WPST/28628/2015 WP/4341/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
30	TCL	Respondent	Shri Suresh Bhikaji Walke v. Union Of India & Ors.	Petitioners	High Court Mumbai	W.P. (Stamp) No. 20099 of 2016 WP 11346/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
31	TCL	Respondent	Shri Ashok Dhondiba Sakure v. Union of India & Ors.	Petitioners	High Court Mumbai	W.P. (Stamp) No. 20100 of 2016 WP 11339/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
32	TCL	Respondent	Shri Dattatraya Haribhau Walke v. Union of India & Ors	Petitioners	High Court Mumbai	W.P. (Stamp) No. 20102 of 2016 WP 11340/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED

Sr. No.	Details TC Entity Involved and other Party(ies) (if any) on the same side		Details of the Party(ies) on the other side		Forum (in case of Litigation)	Case No.	Land Location in dispute	Status
	Name	Whether Petitioner/ Respondent	Name	Whether Petitioner/ Respondent				
33	TCL	Respondent	Shri Eknath Bhiku Walke v. Union of India & Ors.	Petitioners	High Court Mumbai	W.P. (Stamp) No. 20104 of 2016 WP 11348/2014	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
34	TCL	Respondent	Shri Vitthal Dhondiba Walke v. Union of India & Ors.	Petitioners	High Court Mumbai	W.P. (Stamp) No. 20103 of 2016 WP 11347/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
35	TCL	Respondent	SHRI MARUTI DAMU KATE	Petitioners	High Court Mumbai	WPST 20656/2016 WP (Civil) 6647/2017	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
36	TCL	Respondent/ Applicant	Bank of Oman	Claimant	DRT and DRAT at Mumbai	145/2009 R. P 188/2001 665/2016	Dighi, Pune	13 Nov 2017, For further proceedings 27 October 2017, For further proceedings

Notes: 1 Halishar, West Bengal: TCL has filed some police complaints with concerned police station seeking assistance to maintain law and order and provide security to the personnel of TCL at Halishar campus.



The Ruby, Level 9, North West Wing,
Senapati Bapat Marg, Dadar (W),
Mumbai - 400 028, INDIA
Tel: +91 22 3332 1600

Ref no: 107/12/2017

December 13, 2017

CERTIFIED TRUE COPY

To,

The Board of Directors
Tata Communications Limited,
VSB, Mahatma Gandhi Road,
Fort, Mumbai-400001

The Board of Directors
Hemisphere Properties India Limited
Room No-409 Sanchar Bhawan, Ashoka Road
New Delhi - 110 001

Dear Sir(s)/Madam(s),

Sub: Recommendation of share entitlement ratio for the proposed Demerger of Surplus Land of Tata Communications Limited ("TCL" or "the Transferor Company") pursuant to the Scheme of Arrangement & Reconstruction among TCL, Hemisphere Properties India Limited ("HPIL" or "the Transferee Company") and their respective Shareholders & Creditors ("the Scheme")

This has reference to:

- Our Engagement Letter dated October 13, 2017, wherein the management of TCL and letter dated October 24, 2017 pursuant to which management of HPIL, have engaged MSKA & Associates, Chartered Accountants ("MSKA" or "we" or "us") to recommend share entitlement ratio for the proposed Demerger of Surplus Land (the terms "Demerger" and "Surplus Land" as defined in the Scheme are mentioned in Annexure 1) of TCL pursuant to the Scheme; and
- Our subsequent discussions with the executives, representatives and management of TCL and HPIL from time to time in relation to the same.

1. Brief Background

- 1.1. TCL (formerly known as Videsh Sanchar Nigam Limited) is a public limited company duly incorporated under the Companies Act, 1956 and has its registered office at VSB, Mahatma Gandhi Road, Fort, Mumbai - 400 001.
- 1.2. The Transferor Company is primarily engaged in the business of, among others, provision of international and national voice and data transmission services, selling and leasing of bandwidth on undersea cable systems, broadband services, and other value-added services comprising telepresence, managed hosting, mobile global roaming and signaling services, transponder lease, television uplinking and other services and owns vast tracts of land originally acquired for the purpose of use in telecom business of the Transferor Company and its predecessor.

Head Office: The Ruby, Level 9, North West Wing, Senapati Bapat Marg, Dadar (W), Mumbai - 400 028, INDIA, Tel: +91 22 3332 1600
Bengaluru | Chennai | Hyderabad | Mumbai | New Delhi - Gurugram | Pune



- 1.3. The issued, subscribed and paid up equity share capital of TCL as at September 30, 2017 is INR 2,850 million consisting of 285 million equity shares of face value of INR 10 each.
- 1.4. The equity shares of TCL are listed on the National Stock Exchange of India Limited and The BSE Limited. TCL has also issued unlisted non-convertible debentures on private placement basis.
- 1.5. HPIL is a public limited company duly incorporated under the Companies Act, 1956 and having its registered office at Room No-409 Sanchar Bhawan, Ashoka Road New Delhi - 110 001.
- 1.6. The equity shares of HPIL are presently not listed on any stock exchange. Presently, 51.12% of the shareholding of HPIL is held by the Government of India ("GOI") and 48.88% shareholding is held by Panatone Finvest Limited ("Panatone") and accordingly, the Transferee Company is a 'government company' as defined under Section 2(45) of the Companies Act, 2013 and consequently public sector undertaking under Section 2(36A) of the Income Tax Act, 1961.
- 1.7. The main objects of the Memorandum of Association of the Transferee Company permit the carrying on the business of constructing, acquiring, developing, managing and dealing in properties in any other manner, where such properties are in nature of land and /or buildings, anywhere in India and if permitted by legislation, outside India as well.
- 1.8. The issued, subscribed and paid up equity share capital of HPIL as at September 30, 2017 is INR 500,000 consisting of 50,000 equity shares of face value of INR 10 each.
- 1.9. The Shareholding pattern of TCL and HPIL as on as on September 30, 2017 has been provided in Annexure 2.

2. Scope & Purpose of this Report

- 2.1. In 2002, the GOI divested 25% of its equity holding in the Transferor Company. Panatone was the successful bidder in the said disinvestment process. As part of the divestment process:

- Share Purchase Agreement ("SPA") dated February 6, 2002 was entered between the GOI, Panatone, Tata Sons Ltd, Tata Power Company Ltd, Tata Iron and Steel Company Ltd, Tata Industries Ltd and the Transferor Company; and
- Shareholders' agreement dated February 13, 2002 ("SHA") was entered between the GOI, Panatone, Tata Sons Ltd, Tata Power Company Ltd, Tata Iron and Steel Company Ltd and Tata Industries Ltd.
- Letter of Offer dated March 27, 2002 ("Letter of Offer") was issued by Panatone to the Equity Shareholders and American Depository Shareholders of TCL (formerly known as Videsh Sanchar Nigam Limited).

- 2.2. As per:

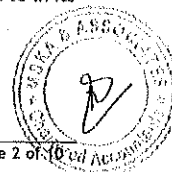
- Article 7.10 of SPA and Article 4.7 of SHA, the Land (as defined in the respective agreements); and
- Paragraph 1.2 (d) and Paragraph 7 of Letter of Offer, the surplus land (as referred to in its specific paragraphs)

of the Transferor Company were to be separated through a demerger process.

Strictly Confidential



Page 2 of 10 of Annexure 2



- 2.3. The said aspect of demerger of the Land is also recognized in Clause 4.7 of Article IV of Articles of Association of the Transferor Company. Relevant clause is stated in Annexure 3.
- 2.4. In order to give effect to the terms and conditions of the SPA and SHA, it is now proposed to reconstruct or split up the Transferor Company by way of, transferring the Surplus Land of the Transferor Company to the Transferee Company in lieu of which shareholders of Transferor Company as on the Record Date (as defined in the Scheme) shall be issued equity shares of the Transferee Company, by way of the scheme of arrangement & reconstruction under the provisions of Sections 230 to 232 of the Companies Act, 2013 and Explanation 5 to Section 2(19AA) of the Income Tax Act, 1961.
- 2.5. In this connection, MSKA has been requested by TCL and HPIL to submit a report ("the Report") for consideration of the Board of TCL and HPIL respectively, recommending the share entitlement ratio of equity shares of HPIL to be issued to the shareholders of TCL pursuant to the Scheme.
- 2.6. This Report, and the information contained herein, is absolutely confidential. This Report will be placed before the Audit Committee, the Board of TCL and the Board of HPIL and to the extent mandatorily required under applicable laws of India, maybe produced before judicial, regulatory or government authorities, in connection with the proposed Demerger. We are not responsible to any other person or party, for any decision of such person or party based on this Report. Any person or party intending to provide finance/ invest in the shares/ business of TCL/ HPIL or their holding companies, subsidiaries, associates, joint ventures shall do so after seeking their own professional advice and after carrying out their own due diligence procedures to ensure that they are making an informed decision. It is hereby notified that reproduction, copying or otherwise quoting of this Report or any part thereof, other than for the aforementioned purpose, is not permitted.

3. Sources of Information

For the purpose of undertaking this exercise, we have relied on the following sources of information provided to us by the management of the Transferor Company:

- 3.1. Audited financial results of TCL for the Financial Year ("FY") ended March 31, 2017 available in public domain;
- 3.2. Audited financial statements of HPIL for the FY ended March 31, 2017;
- 3.3. SPA dated February 6, 2002;
- 3.4. SHA dated February 13, 2002;
- 3.5. Letter of Offer dated March 27, 2002
- 3.6. Scheme of Arrangement & Reconstruction among TCL, HPIL and their respective Shareholders & Creditors received from TCL on October 16, 2017 to be placed before the Board for its approval;
- 3.7. Shareholding pattern of TCL as on September 30, 2017 as available in public domain;
- 3.8. Shareholding pattern of HPIL as on September 30, 2017;
- 3.9. Proposed Capital Structure of HPIL as on the Effective Date (as defined in the Scheme);
- 3.10. Memorandum of Association and Articles of Association of TCL;
- 3.11. Memorandum of Association and Articles of Association of HPIL;

Strictly Confidential



Page 3 of 10

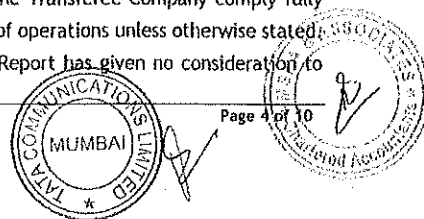
3.12. Other relevant details regarding TCL & HPIL and the proposed Demerger including explanation and clarifications which we deemed relevant to the present exercise.

It may be noted that TCL and HPIL have been provided opportunity to review the draft report (excluding our recommendation of share entitlement ratio) for the current exercise as part of our standard practice to make sure that factual inaccuracies are avoided in our Report.

4. Exclusion & Limitations

- 4.1. Our Report is subject to the limitations detailed hereinafter. As such the Report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.
- 4.2. Provision of share entitlement ratio and consideration of the issues described herein are areas of our regular practice. The services do not represent accounting, assurance, tax due diligence, consulting or tax related services that may otherwise be provided by us or our affiliates.
- 4.3. The scope of our assignment did not involve us performing audit tests for the purpose of expressing an opinion on the fairness or accuracy of any financial or analytical information that was provided and used by us during our work. The assignment did not involve us to conduct the financial or technical feasibility study. We have not done any independent technical valuation or appraisal or due diligence of the assets or liabilities of the Transferor Company including the Surplus Land, and have considered them at the value as disclosed by them in their regulatory filings or in submissions, oral or written, made to us.
- 4.4. Our scope is limited to expression of our view on the proposed share entitlement ratio and its impact on the economic interest of the shareholders of TCL and HPIL. The Report should not be construed as, our opinion or certifying the compliance of the proposed Demerger with the provisions of any law including the Companies Act 1956, Companies Act 2013, Foreign Exchange Management Act, 1999, taxation related laws, capital market related laws, any accounting, taxation or legal implications or issues arising from proposed Demerger.
- 4.5. Recommendation of the share entitlement ratio is specific to the purpose as mentioned above. It may not be valid for any other purpose. Also, it may not be valid if done on behalf of any other entity.
- 4.6. Please note that the valuation of a business or an enterprise, its equity shares or its equity options is not an exact science and ultimately depends upon what the enterprise or shares might be worth to an independent investor or buyer. Therefore, there is no indisputable single share entitlement ratio. While we would provide our view on the share entitlement ratio based on the information available to us and within the scope and constraints of our Engagement Letter, others may have a different opinion. The management of TCL and HPIL both, acknowledge and agree that the final responsibility for determination of the share entitlement ratio for the proposed Demerger and factors other than our Report will need to be taken into account in determining such ratios; these will include the TCL's and HPIL's assessment of the proposed Demerger and may include the input of other professional advisors.
- 4.7. Our conclusion assumes that the Transferor Company and the Transferee Company comply fully with relevant laws and regulations applicable in all its areas of operations unless otherwise stated. Further, except as specifically stated to the contrary, this Report has given no consideration to

Strictly Confidential



Page 4 of 10

matters of legal nature, including issues of legal title and compliance with local laws and litigations. Our conclusion on the share entitlement ratio assumes that the Surplus Land of the Transferor Company remain intact as of date of forming such conclusion on share entitlement ratio.

- 4.8. We do not take any responsibility for any changes in the information used by us to arrive at our conclusion as set out herein which may occur subsequent to the date of our Report or by virtue of fact that the details provided to us are incorrect or inaccurate.
- 4.9. We have assumed and relied upon the truth, accuracy and completeness of the information, data and financial terms provided to us or used by us; we have assumed that the same are not misleading and do not assume or accept any liability or responsibility for any independent verification of such information or any independent technical valuation or appraisal of any of the assets, operations or liabilities of the Transferor Company (including the Surplus Land) and Transferee Company. Nothing has come to our knowledge to indicate that the material provided to us was mis-stated or incorrect or would not afford reasonable grounds upon which to base our Report.
- 4.10. The fees for the engagement is not contingent upon the conclusion of this Report.
- 4.11. We owe responsibility to only the Board of Directors of TCL and HPIL and nobody else. We will not be liable for any losses, claims, damages or liabilities arising out of the actions taken, omissions of or advice given by any other party to TCL and HPIL. In no event shall we be liable for any loss, damages, cost or expenses arising in any way from fraudulent acts, misrepresentations or willful default on part of TCL and HPIL, their directors, employees or agents. In no circumstances shall the liability of MSKA, its partners, its directors or employees, relating to the services provided in connection with the engagement set out in this Report shall exceed the amount paid to MSKA in respect of the fees charged by MSKA for these services.
- 4.12. We do not accept any liability to any third party in relation to the issue of this Report. It is understood that this analysis does not represent a fairness opinion. This Report is not a substitute for the third party's own due diligence/ appraisal/ enquiries/ independent advice that the third party should undertake for his purpose.
- 4.13. This Report is subject to the laws of India.
- 4.14. Neither the Report nor its contents may be referred to or quoted in any registration statement, prospectus, offering memorandum, annual report, loan agreement or other agreement or document given to third parties, other than in connection with the Scheme, without our prior written consent. In addition, this Report does not in any manner address the prices at which equity shares of the Transferor Company and Transferee Company will trade following announcement of the proposed Demerger and we express no opinion or recommendation as to how the shareholders of the Transferor Company and Transferee Company should vote at any shareholders' meeting(s) to be held in connection with the proposed Demerger.

5. Approach for Share Entitlement Ratio

- 5.1. As discussed in para 2.1 to 2.4 above, to give effect to the conditions mentioned under the SPA and SHA, the management of TCL proposes to demerge the Surplus Land of the Transferor Company to the Transferee Company by way of Demerger under the Scheme.

Strictly Confidential



Page 5 of 10



5.2. As per the audited financials of HPIL for the year ending March 31, 2017 ("audited financials"), a brief summary balance sheet of HPIL for the year ending March 31, 2017 is as under:

Figures in millions

Particulars	INR	Particulars	INR
Shareholders Funds		Non-Current Assets	
Share Capital	0.50	Capital work-in-progress	3.90
Reserves & Surplus	(0.50)		
Non-Current Liabilities		Current Assets	
Long-term borrowings	10.00	Cash & cash equivalents	7.48
		Short term loans & advances	0.24
Current Liabilities			
Other Current Liabilities	1.62		
Total Liabilities & Shareholders Capital	11.63	Total Assets	11.63

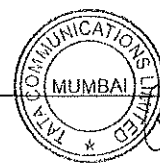
5.3. As per the audited financials of HPIL:

- HPIL has availed a loan of INR 10 million from the Department of Telecommunications primarily to meet start up costs including day to day administrative and incidental expenditure for acquisition of land. Major portion of the said loan amount is appearing as cash and cash equivalents.
- The said loan is also availed for appointing consulting firm having expertise in handling Company law matters, legal, land revenue and taxation affairs. The consulting firm has to do due diligence regarding title, change of land use and all other preparatory steps needed for finalization of Scheme of Arrangement to enable the hiving off the Surplus Land from the Transferor Company to the Transferee Company. HPIL has to also pay stamp duty fee for transfer of Surplus Land to it. HPIL has incurred INR 3.9 million towards the same.

5.4. Upon the Scheme becoming effective and upon vesting of the Surplus Land into the Transferee Company and in consideration of the proposed Demerger, the Transferee Company shall, without any further application act, instrument or deed, issue and allot to each member of the Transferor Company whose name is recorded in the register of members as a shareholder of the Transferor Company on the Record Date (as defined in the Scheme), or his legal heirs, executors or administrators or (in case of a corporate entity) its successors, equity shares in the Transferee Company. Immediately upon the issuance of shares by Transferee Company to the shareholders of Transferor Company pursuant the Scheme, the entire share capital of the Transferee Company as existing on the Appointed Date (as defined in the Scheme) shall stand cancelled.

5.5. We have been informed by the management of TCL that upon coming into effect of the Scheme (as defined in the Scheme), the Authorized Equity Share Capital of the Transferee Company shall be INR 2,850 million consisting of 285 million equity shares of face value of INR 10/- each ("the proposed Capital Structure").

Strictly Confidential



Page 6 of 10



- 5.6. We understand from the management of TCL that for the proposed Demerger, the ratio of entitlement of equity shares to the shareholders of TCL is determined on the basis of the proposed Capital Structure of HPIL (post-demerger).
- 5.7. Based on the aforementioned and upon the Scheme becoming effective (post demerger), the set of shareholders and holding proportion in the Transferee Company shall be identical to that of Transferor Company. The beneficial economic interest of Transferor Company shareholders in Transferee Company will remain same as at the time of demerger (pre-demerger) and hence would not have any impact on the economic interest of the shareholders of the Transferor Company. The share entitlement ratio would not have any impact on the ultimate value of the shareholders of Transferor Company and the proposed Demerger will be value-neutral to Transferor Company's shareholders.


6. Recommendation of Share Entitlement Ratio

- 6.1. On the basis of the foregoing, considering the proposed Capital Structure of HPIL as informed to us by the management of the Transferor Company and on consideration of all the relevant factors and circumstances as discussed and outlined hereinabove, a share entitlement ratio in the event of the proposed Demerger would be as follows:

Particulars	Share Entitlement Ratio
Equity Shares	1 (One Only) fully paid Equity Share of INR 10/- each in HPIL for every 1 (One Only) fully paid Equity Share of INR 10/- each held in TCL.

- 6.2. Our Report and share entitlement ratio is based on the envisaged equity share capital structure of TCL and HPIL as mentioned above. Any variation in the equity share capital structure of TCL and HPIL apart from the above mentioned may have an impact on the share entitlement ratio.
- 6.3. Further the stock exchanges vide their circular to the Companies (Ref No: NSE/CML/2017/12 and LIST/COMP/02/2017-18) require the share entitlement ratio in the format mentioned in the said circular. However, considering the approach and rational for the share entitlement ratio discussed in para 5 above, the specified format to present the share entitlement ratio will not be applicable in the instant case.

For MSKA & Associates (formerly known as 'MZSK & Associates')
Chartered Accountants
ICAI Firm Registration No. 105047W


Rajesh Thakkar
Partner
M.No. 103085
Place: Mumbai



CERTIFIED TRUE COPY



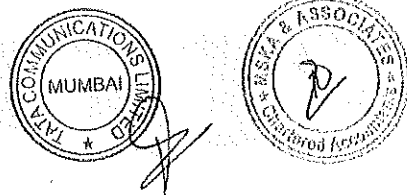
Strictly Confidential

Page 7 of 10

7. Annexure

Annexure 1: Definition of "Demerger" and "Surplus Land" as per the Scheme

- As per Clause 1(1.1)(h) of the Scheme, "*Demerger*" means the reconstruction or splitting up of the Transferor Company into separate companies by way of transfer of the Surplus Land of the Transferor Company to the Transferee Company in terms of Explanation 5 to Section 2(19AA) of the Income Tax Act, 1961 and other relevant sections of Income Tax Act, 1961 and in compliance with conditions notified in this respect by Central Government and in terms of Sections 230 to 232 of the Companies Act 2013, to give effect to the conditions mentioned under the SHA and SPA, and the consequent issue of equity shares by the Transferee Company to the shareholders of the Transferor Company as set out in this Scheme.;
- As per Clause 1(1.1) (s) of the Scheme "*Surplus Land*" means the pieces and parcels of land described in Schedule 1 hereunder and shall mean and include all the rights, title, interest and/or liabilities, if any, of the Transferor Company in relation thereto. Without prejudice and limitation to the generality of the above, the Surplus Land shall mean and include:
 - i. all rights, title, interest, covenant, undertakings, liabilities including continuing rights, title and interest in connection with the pieces and parcels of land described in Schedule 1, including the balances in the FD Account, and DMRC Compensation;
 - ii. Demerged Liabilities, including the list of Demerged Liabilities known set out in Part A of Schedule 2;
 - iii. litigations, claims and disputes pertaining to the Surplus Land, including those set out in Part B of Schedule 2; and
 - iv. all benefits and obligations under the contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of any nature relating exclusively to the pieces and parcels of land described in Schedule 1;



Annexure 2: Shareholding Pattern of TCL & HPIL

(i) Shareholding Pattern of TCL as on September 30, 2017

Shareholding Pattern as on September 30, 2017	No of Shares	Share Capital (Face Value INR 10 each)	% Shareholding
Promoter:			
• President of India	7,44,46,885	74,44,68,850	26.12%
• Panatone Finvest Limited	8,57,76,654	85,77,66,540	30.10%
• Tata Sons Limited	4,00,87,639	40,08,76,390	14.07%
• The Tata Power Company Limited	1,34,22,037	13,42,20,370	4.71%
Non Promoter:			
• Central Government/ State Government/ President of India	5,25,000	52,50,000	0.18%
• Institutions	5,29,92,585	52,99,25,850	18.59%
• Others	1,77,49,200	17,74,92,000	6.23%
Grand Total	28,50,00,000	285,00,00,000	100.00%

Source: www.bseindia.com

(ii) Shareholding Pattern of HPIL as on September 30, 2017

Shareholding Pattern as on September 30, 2017	No of Shares	Share Capital (Face Value INR 10 each)	% Shareholding
Government of India	25,560	255,600	51.12%
Panatone Finvest Limited	24,440	244,400	48.88%
Grand Total	50,000	500,000	100.00%

Source: Management of the Transferor Company

Strictly Confidential



Page 9 of 10

Annexure 3; Clause 4.7 of Article IV of ARTICLES OF ASSOCIATION OF TATA COMMUNICATIONS LIMITED

Land

(a) (i) The Strategic Partner confirms that it shall cause and procure the Company to hive off or demerge the Land into the Resulting Company pursuant to a scheme of arrangement in terms of the provisions of Section 391 to 394 of the Act.

(ii) The Strategic Partner confirms its understanding that it will transfer all such shares in the Resulting Company to the Government as it may acquire as a consequence of this transaction, that is a minimum of 25% of the Resulting Company's issued equity shares or a higher number which shall include shares in the Resulting Company that it may further acquire as a consequence of any further sale of the Equity Shares in the Company by the Government to the Strategic Partner, prior to the demerger, as part consideration of transfer of the Transaction Shares and any subsequent sale of the Company's shares by the Government to the Strategic Partner, pursuant to this transaction.

(b) The Strategic Partner confirms that:

(i) It shall do and cause to be done all and any such acts, matters, deeds and things as are necessary, usual or expedient including voting in favour of the item of business relating to the approval of the scheme of arrangement to implement the hiving off or demerging of the Land into the Resulting Company;

(ii) It shall not directly or indirectly do or cause to be done any acts, matters, deeds or things which may adversely affect or delay the hiving off or demerging of the Land into the Resulting Company.

(c) (i) If for any reason the Company cannot hive off or demerge the Land into the Resulting Company then, subject to Article 5.6 (b) (iv) and (xiv) hereto at any time when the Company sells or transfers the Land or agrees to sell or transfer or otherwise develop the Land, the Strategic Partner shall pay to the Government within seven days of the sale or transfer of the Land an amount equivalent of 25% of the benefit accruing to the Company pursuant to such sale or transfer or otherwise development of the Land, as determined by the Appraiser, after taking into account any impact under the Income Tax Act, 1961.

(ii) Subsequent to this Agreement and the Share Purchase Agreement, if the Government sells more than 25% of its equity shareholding in the Company to the Strategic Partner, then the percentage of amount to be paid to the Government by the Strategic Partner on account of sale or transfer or otherwise development of the Land under Article 4.7(c)(i) shall increase in proportion to the percentage of such further sale of equity shareholding in the Company by the Government to the Strategic Partner. For the purpose of this Article the term "transfer" shall include sale, lease, licence, grant of development rights or the parting of physical possession of the Land or transfer of any interest, whatsoever, in the Land.

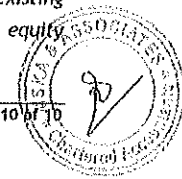
As per Article 1(v):

"Strategic Partner" means Panatone Finvest Limited, a company duly incorporated and existing under the provisions of the Companies Act, 1956 and who has purchased 25% of the equity shareholding of the Company from the Government of India, in the year 2002.

Strictly Confidential



Page 10 of 10



REPORT ADOPTED BY THE BOARD OF DIRECTORS OF TATA COMMUNICATIONS LIMITED ("COMPANY" OR "TRANSFEROR COMPANY") AT ITS MEETING HELD ON 13 DECEMBER 2017, EXPLAINING THE EFFECT OF THE SCHEME OF ARRANGEMENT AND RECONSTRUCTION AMONG TATA COMMUNICATIONS LIMITED AND HEMISPHERE PROPERTIES INDIA LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS ON EQUITY SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTERS AND NON-PROMOTER SHAREHOLDERS

Background

The Board of Directors ("the Board") of the Company at its meeting held on 13 December 2017, approved the Scheme of Arrangement and Reconstruction among Tata Communications Limited and Hemisphere Properties India Limited ("Transferee Company") and their respective shareholders and creditors pursuant to Sections 230 to 232, other relevant provisions of the Companies Act, 2013, and Explanation 5 to Section 2(19AA) of the Income Tax Act, 1961 and other relevant provisions of the Income Tax Act, 1961 ("Scheme" or "Draft Scheme"). The Scheme provides for Demerger (as defined in the Scheme) by way of reconstruction or splitting up of the Transferor Company by way of transfer of the Surplus Land (as defined in the Scheme) of the Transferor Company to the Transferee Company and the consequent issue of equity shares by the Transferee Company to the shareholders of the Transferor Company as on Record Date (as defined in the Scheme), followed by transfer of specified equity shares allotted to Panatone Group Companies (as defined in the Scheme) in the manner set out in the Scheme and various other matters consequential to or otherwise integrally connected with the above, in the manner provided for in the Scheme. As per Section 232 (2)(c) of the Companies Act, 2013, a report adopted by the directors explaining effect of arrangement and amalgamation on Equity Shareholders, Key Managerial Personnel (KMPs), Promoters and Non-Promoter Shareholders laying out in particular the Share Exchange Ratio ("Report of the Board") is required to be circulated to the shareholders.

Having regard to the applicability of the aforesaid provisions, the Report of the Board is accordingly being made to comply with the provisions of Section 232(c) of the Companies Act, 2013.

While considering the Scheme, the Board perused the following documents and also took on record the same –

- a) Draft Scheme
- b) A copy of the report of the Audit Committee of the Board of Directors of the Transferor Company recommending the Scheme;
- c) The valuation report(s) dated December 13, 2017 issued by M/s. MSKA & Associates, independent chartered accountants (valuers for the Company), which sets out their recommendation on the share entitlement ratio for the Scheme;
- d) The fairness opinion certificate dated December 13, 2017 issued by M/s. SBI Capital Markets Limited, SEBI registered merchant banker, on fairness of the valuation done by the valuers for the Company;
- e) Certificate dated December 13, 2017 from the statutory auditor of the Transferor Company, as required under Section 232(3) of the Companies Act, 2013, certifying that the accounting treatment in the Scheme is in compliance with all the Accounting Standards specified by the Central Government under Section 133 of the Companies Act, 2013 read with the rules framed thereunder or the Accounting Standards issued by ICAI, as applicable, and other generally accepted accounting principles.

Rationale for the Scheme

In 2002, the Government of India had conducted a disinvestment exercise in respect of 25% of its equity holding in the Transferor Company wherein the terms of the bid for the disinvestment required the bidders to take into account the value of the land which would remain with the Transferor Company and to exclude the value of certain surplus lands of the Transferor Company. Panatone Finvest Limited ("Panatone"), current promoter of the Transferor Company, was the successful bidder in this disinvestment process.

Subsequently, a share purchase agreement dated February 6, 2002 was executed between the Government of India and amongst others, Panatone and the Transferor Company ("SPA"), for the sale of equity shares of the Transferor Company to Panatone and a shareholders' agreement dated February 13, 2002 was also executed between the Government of India and, amongst others, Panatone ("SHA"). The terms and conditions of the SPA and SHA, *inter alia*, required such surplus lands of the Transferor Company to be hived off or demerged into a separate company (i.e., in this case, the Transferee Company). Further, in accordance with the terms of the said SPA, the SHA and the letter of offer issued by Panatone dated March 27, 2002 ("Letter of Offer"), Panatone is required to gift, sell or transfer, as the case may be, without further consideration, the shares of the Transferee Company, as allotted to Panatone under the Scheme to: (a) the Government of India, to the extent of 25% of the Transferee Company's issued shares; and (b) the shareholders of the Transferor Company who tendered equity shares to Panatone pursuant to the Letter of Offer, to the extent their tender was accepted by Panatone, but not exceeding the maximum extent of 20% of the total issued capital of the Transferee Company.

Effect of the Scheme on equity shareholders (promoter shareholders and non-promoter shareholders), employees and KMPs of the Transferor Company:

Disclosure about the effect of the Scheme on the following persons:

S. NO	CATEGORY OF STAKEHOLDER	EFFECT OF THE SCHEME ON STAKEHOLDERS
1.	Shareholders	<p>The Transferor Company only has equity shareholders and does not have any preference shareholders.</p> <p>Upon the Scheme becoming effective and upon vesting of the Surplus Land into the Transferee Company and in consideration of the Demerger (<i>as defined in the Scheme</i>), the Transferee Company shall, without any further application, act, instrument or deed, issue and allot to each member of the Transferor Company whose name is recorded in the register of members as a shareholder of the Transferor Company on the Record Date (<i>as defined in the Scheme</i>), or his legal heirs, executors or administrators or (in case of a corporate entity) its successors, equity shares in the Transferee Company in the following manner:</p> <p><i>"1 (one) equity shares in the Transferee Company of face value INR 10 (Rupees Ten only) each credited as fully paid up for every 1 (one) equity share of face value INR 10 (Rupees Ten only) each fully paid up held by such member in the Transferor Company (the "Share Entitlement Ratio") as on the Record Date".</i></p> <p>The equity shares issued and allotted by the Transferee Company in terms of this Scheme shall rank <i>pari passu</i> in all respects with the then existing equity shares of the Transferee Company.</p> <p>Thus, the Scheme will not have any adverse effect on the equity shareholders.</p> <p>Instead, the equity shareholders will benefit from the unlocking of value of the Surplus Land by receiving shares in a company which will be listed (viz., Transferee Company) which will own the Surplus Land.</p>
2.	Promoters	<p>(a) Promoters except Government of India</p> <p>Upon the Scheme becoming effective, such number of shares as are issued and allotted to Panatone Group Companies (<i>as defined in the Scheme</i>) by Transferee Company, shall, upon Transferee Company being listed on the recognized stock exchanges: (i) in respect of Panatone owning 25% of the subscribed equity capital of Transferee Company, be transferred to the Government of India, in order to give effect to the provisions of the SHA and SPA, without any further act or deed; and (ii) in respect of Panatone Group Companies owning 20% of the subscribed equity capital of Transferee Company, be transferred, at no cost to Panatone Group Companies, and in a proportionate manner, to Eligible VSNL Shareholders (<i>as defined in the Scheme</i>).</p> <p>After such transfer, the Panatone Group Companies and Associated Companies (<i>as defined in the Scheme</i>) will be deemed to have fully discharged all their obligations under the Prior Documents (<i>as defined in the Scheme</i>) in respect of the transfer of shares of the 'resulting company' (as defined in the SHA and SPA, i.e., separate entity formed for the purpose of demerger of surplus lands by way of court approved scheme of arrangement), which is the Transferee Company to the Government of India and Eligible VSNL Shareholders respectively.</p> <p>(b) Government of India</p> <p>The Government of India holds 26.12% of the total issued and paid-up share capital of the Transferor Company.</p> <p>Upon the Scheme becoming effective and as an integral part of the Scheme, such number of shares as are issued and allotted to Panatone Group Companies by the Transferee Company, in respect of Panatone owning 25% of the subscribed equity capital of the Transferor Company, shall, subsequent to their allotment to Panatone and upon the Transferee Company being listed on the recognized stock exchanges, be transferred to the Government of India, in order to give effect to the provisions of the SPA and SHA, without any further act or deed.</p>
3.	Non-Promoter Shareholders	Please refer to point (1) above for details regarding effect on the shareholders.

S. NO	CATEGORY OF STAKEHOLDER	EFFECT OF THE SCHEME ON STAKEHOLDERS
4.	Key Managerial Personnel and Directors	<p>The key managerial personnel of the Transferor Company ("KMPs") and directors shall continue as key managerial personnel and directors respectively of the Transferor Company after effectiveness of the Scheme.</p> <p>KMPs and Directors other than Mr. Saurabh Kumar Tiwari:</p> <p>Such KMPs/directors who are shareholders of the Applicant Company will be allotted shares of Transferee Company, like the other shareholders of the Transferor Company. Please refer to point (1) above for details regarding effect on the shareholders.</p> <p>Other than such allotment of shares, the KMPs/directors are not affected pursuant to the Scheme.</p> <p>Mr. Saurabh Kumar Tiwari:</p> <p>Mr. Saurabh Kumar Tiwari is a Director of the Transferor Company and is also the Chairman and Managing Director of Hemisphere Properties India Limited. Being a KPM of the Transferee Company and a Director of the Transferor Company, Mr. Saurabh Kumar Tiwari is deemed to be interested as per Section 184 of the Companies Act, 2013.</p>
5.	Creditors	Pursuant to the Scheme, there is no arrangement with the creditors, either secured or unsecured, of the Transferor Company. The liability of the Transferor Company towards its creditors shall not undergo any change pursuant to the Scheme.
6.	Depositors	Not Applicable - The Transferor Company does not have any Depositors.
7.	Debenture holders	The Transferor Company has issued listed and unlisted non-convertible debentures. The Scheme will have no bearing on these debenture holders.
8.	Deposit Trustee	Not Applicable
9.	Debenture trustee	NIL
10.	Employee	The Scheme in no manner whatsoever affects the terms and conditions of employment of the employees of the Transferor Company.

For and on behalf of the Board of Directors
of Tata Communications Limited

Renuka Ramnath
Chairperson, Board of Directors

Mumbai

REPORT ADOPTED BY THE BOARD OF DIRECTORS OF HEMISPHERE PROPERTIES INDIA LIMITED ("COMPANY" OR "TRANSFEREE COMPANY") AT ITS MEETING HELD ON WEDNESDAY, DECEMBER 13, 2017, EXPLAINING THE EFFECT OF THE SCHEME OF ARRANGEMENT AND RECONSTRUCTION AMONG TATA COMMUNICATIONS LIMITED ("TRANSFEROR COMPANY") AND HEMISPHERE PROPERTIES INDIA LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS ON EQUITY SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTERS AND NON-PROMOTER SHAREHOLDERS

Background

The Board of Directors ("**the Board**") of the Company at its meeting held on December 13, 2017, approved the Scheme of Arrangement and Reconstruction among Tata Communications Limited ("**Transferor Company**") and Hemisphere Properties India Limited ("**Company**" or "**Transferee Company**") and their respective shareholders and creditors pursuant to Sections 230 to 232, other relevant provisions of the Companies Act, 2013, and Explanation 5 to Section 2(19AA) of the Income Tax Act, 1961 and other relevant provisions of the Income Tax Act, 1961 ("**Scheme**" or "**Draft Scheme**"). The Scheme provides for Demerger (as defined in the Scheme) by way of reconstruction or splitting up of the Transferor Company by way of transfer of the Surplus Land (*as defined in the Scheme*) of the Transferor Company to the Transferee Company and the consequent issue of equity shares by the Transferee Company to the shareholders of the Transferor Company as on Record Date (as defined in the Scheme), followed by transfer of specified equity shares allotted to Panatone Group Companies (*as defined in the Scheme*) in the manner set out in the Scheme and various other matters consequential to or otherwise integrally connected with the above, in the manner provided for in the Scheme. As per Section 232 (2)(c) of the Companies Act, 2013, a report adopted by the Directors explaining effect of arrangement and amalgamation on Equity Shareholders, Key Managerial Personnel (KMPs), Promoters and Non-Promoter Shareholders laying out in particular the Share Exchange Ratio ("**Report of the Board**") is required to be circulated to the shareholders.

Having regard to the applicability of the aforesaid provisions, the Report of the Board is accordingly being made to comply with the provisions of Section 232(c) of the Companies Act, 2013.

While considering the Scheme, the Board perused the following documents and also took on record the same –

- a) Draft Scheme
- b) The valuation report(s) dated December 13, 2017 issued by M/s. MSKA & Associates, independent chartered accountants (valuers for the Company), which sets out their recommendation on the share entitlement ratio for the Scheme.

Rationale for the Scheme

In 2002, the Government of India had conducted a disinvestment exercise in respect of 25% of its equity holding in the Transferor Company wherein the terms of the bid for the disinvestment required the bidders to take into account the value of the land which would remain with the Transferor Company and to exclude the value of certain surplus lands of the Transferor Company. Panatone Finvest Limited ("**Panatone**"), current promoter of the Transferor Company, was the successful bidder in this disinvestment process.

Subsequently, a share purchase agreement dated February 6, 2002 was executed between the Government of India and amongst others, Panatone and the Transferor Company ("**SPA**"), for the sale of equity shares of the Transferor Company to Panatone and a shareholders' agreement dated February 13, 2002 was also executed between the Government of India and, amongst others, Panatone ("**SHA**"). The terms and conditions of the SPA and SHA, *inter alia*, required such surplus lands of the Transferor Company to be hived off or demerged into a separate company (i.e., in this case, the Transferee Company). Further, in accordance with the terms of the said SPA, the SHA and the letter of offer issued by Panatone dated March 27, 2002 ("**Letter of Offer**"), Panatone is required to gift, sell or transfer, as the case may be, without further consideration, the shares of the Transferee Company, as allotted to Panatone under the Scheme to: (a) the Government of India, to the extent of 25% of the Transferee Company's issued shares; and (b) the shareholders of the Transferor Company who tendered equity shares to Panatone pursuant to the Letter of Offer, to the extent their tender was accepted by Panatone, but not exceeding the maximum extent of 20% of the total issued capital of the Transferee Company.

Effect of the Scheme on equity shareholders (promoter shareholders and non-promoter shareholders), employees and KMPs of the Transferee Company:

Disclosure about the effect of the Scheme on the following persons:

S. NO	CATEGORY OF STAKEHOLDER	EFFECT OF THE SCHEME ON STAKEHOLDERS
1.	Shareholders	<p>The Transferee Company only has equity shareholders and does not have any preference shareholders.</p> <p>Upon the Scheme becoming effective and upon vesting of the Surplus Land into the Transferee Company and in consideration of the Demerger (<i>as defined in the Scheme</i>), the Transferee Company shall, without any further application, act, instrument or deed, issue and allot to each member of the Transferor Company whose name is recorded in the register of members as a shareholder of the Transferor Company on the Record Date, or his legal heirs, executors or administrators or (in case of a corporate entity) its successors, equity shares in the Transferee Company in the following manner:</p> <p><i>"1 (one) equity shares in the Transferee Company of face value INR 10 (Rupees Ten only) each credited as fully paid up for every 1 (one) equity share of face value INR 10 (Rupees Ten only) each fully paid up held by such member in the Transferor Company (the "Share Entitlement Ratio") as on the Record Date".</i></p> <p>The equity shares issued and allotted by the Transferee Company in terms of this Scheme shall rank <i>pari passu</i> in all respects with the then existing equity shares of the Transferee Company.</p> <p>The existing issued and paid-up share capital of the Transferee Company shall stand cancelled without any further act or deed immediately following the issuance of shares by the Transferee Company to the shareholders of the Transferor Company pursuant to and in accordance with provisions of the Scheme.</p> <p>Further, the authorised share capital of the Transferee Company will be increased to INR100,000,000,000/- (Rupees Ten Thousand Crores), divided into equity share capital of Rs. 90,000,000,000/- (Rupees Nine Thousand Crores), comprising of 9,000,000,000 (Nine Hundred Crores) equity shares of INR10/- (Rupees Ten only) each and preference share capital of INR10,000,000,000/- (Rupees One Thousand Crores), comprising of 1,000,000,000 (One Hundred Crores) preference shares of INR10/- (Rupees Ten only) each, in accordance with the provisions of the Act, pursuant to the Scheme.</p> <p>Pursuant to the Scheme, the shares of Transferee Company are proposed to be listed on the stock exchange.</p> <p>The Scheme is in the best interests of the shareholders of the Transferee Company.</p>
2.	Promoters	<p>Upon effectiveness of the Scheme, the existing issued and paid-up share capital of the Transferee Company shall stand cancelled without any further act or deed, immediately following the issuance of shares by Transferee Company to the shareholders of the Transferor Company.</p> <p>Government of India</p> <p>The Government of India holds 51.12% of the total issued and paid-up share capital of the Transferee Company.</p> <p>Upon the Scheme becoming effective and as an integral part of the Scheme, such number of shares as are issued and allotted to Panatone Group Companies by the Transferee Company, in respect of Panatone owning 25% of the subscribed equity capital of the Transferor Company, shall, subsequent to their allotment to Panatone and upon the Transferee Company being listed on the recognized stock exchanges, be transferred to the Government of India, in order to give effect to the provisions of the SPA and SHA, without any further act or deed.</p>
3.	Non-Promoter Shareholders	Please refer to point (1) above for details regarding effect on the shareholders.

S. NO	CATEGORY OF STAKEHOLDER	EFFECT OF THE SCHEME ON STAKEHOLDERS
4.	Key Managerial Personnel (KMPs) and Directors	<p>KMPs and Directors other than Mr. Saurabh Kumar Tiwari:</p> <p>Such KMPs / directors who are shareholders of the Transferor Company will be allotted shares of Transferee Company, like the other shareholders of the Transferor Company. Please refer to point (1) above for details regarding effect on the shareholders.</p> <p>Other than such allotment of shares, the KMPs/directors are not affected pursuant to the Scheme.</p> <p>Mr. Saurabh Kumar Tiwari:</p> <p>Mr. Saurabh Kumar Tiwari is a Director of the Transferor Company and is also the Chairman and Managing Director of the Transferee Company. Being a KMP of the Transferee Company and a director of the Transferor Company, Mr. Saurabh Kumar Tiwari is deemed to be interested as per Section 184 of the Companies Act, 2013.</p>
5.	Creditors	Pursuant to the Scheme, there is no arrangement with the creditors, either secured or unsecured, of the Transferee Company. The liability of the Transferee Company towards its creditors shall not undergo any change pursuant to the Scheme.
6.	Depositors	Not Applicable - The Transferee Company does not have any Depositors.
7.	Debenture holders	Not Applicable
8.	Deposit Trustee	Not Applicable
9.	Debenture trustee	Not Applicable
10.	Employee	The Transferee Company does not have any employees.

For and on behalf of the Board of Directors
of Hemisphere Properties India Limited

Saurabh Kumar Tiwari
Chairman and Managing Director
New Delhi

Pre and Post Demerger Shareholding Pattern of
Tata Communications Limited (Transferor Company)

TATA COMMUNICATIONS LIMITED

Annexure - I

Format of holding of specified securities

- 1 Name of Listed Entity TATA COMMUNICATIONS LIMITED
2 Scrip Code/Name of Scrip/Class of Security 500483/TATACOM/EQUITY
3 Share Holding Pattern Filed under Reg. 31(1)(b)
a. If under 31(1)(b) then indicate the report for Quarter ending 30th September, 2017
b. If under 31(1)(c) then indicate date of allotment/extinguishment NOT APPLICABLE

- 4 Declaration: The Listed entity is required to submit the following declaration to the extent of submission of information:-

Particulars	Yes*	No*
1 Whether the Listed Entity has issued any partly paid up shares?		NO
2 Whether the Listed Entity has issued any Convertible Securities or Warrants?		NO
3 Whether the Listed Entity has any shares against which depository receipts are issued?		NO
4 Whether the Listed Entity has any shares in locked-in?		NO
5 Whether any shares held by promoters are pledge or otherwise encumbered?	YES	

* If the Listed Entity selects the option 'No' for the questions above, the columns for the partly paid up shares, Outstanding Convertible Securities/Warrants, depository receipts, locked-in shares, No of shares pledged or otherwise encumbered by promoters, as applicable, shall not be displayed at the time of dissemination on the Stock Exchange website. Also wherever there is 'No' declared by Listed Entity in above table the values will be considered as 'Zero' by default on submission of the format of holding of specified securities.

- 5 The tabular format for disclosure of holding of specified securities is as follows:-

TATA COMMUNICATIONS LIMITED																		
Table 1: Summary Statement holding of specified securities as of 30th September, 2017																		
Category	Category of shareholder	Nos. of share holders	No. of share No. of fully paid up equity shares held	No. of Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Total nos. shares held	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957)	No. of Voting Rights				No. of Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares	Number of Shares pledged or otherwise encumbered	Number of equity shares held in dematerialized form		
								No. of Voting Rights										
								Class size X	Class size Y	Total								
											(A)						(B)	(C)
(A)	Promoter & Promoter Group	4	211733115	0	0	211733115	74.99	211733115	0	211733115	74.99	0	74.99	0	0.00	6855000	3.19	211733125
(B)	Public	5792	71266785	0	0	71266785	25.01	71266785	0	71266785	25.01	0	25.01	0	0.00	NA	NA	71211379
(C)	Non Promoter- Non Public	0	0	0	0	0	NA	0	0	0	0.00	0	0.00	0	0.00	NA	NA	0
(C1)	Shares underlying DRs	0	0	0	0	0	0.00	0	0	0	0.00	0	0.00	0	0.00	NA	NA	0
(C2)	Shares held by Employee Trusts	0	0	0	0	0	0.00	0	0	0	0.00	0	0.00	0	0.00	NA	NA	0
	Total	5792	283000000	0	0	283000000	100.00	283000000	0.00	283000000	100.00	0	100.00	0	0.00	6855000	3.19	283484394

15.1 A COMMUNICATIONS LIMITED														
Table III - Statement showing shareholding pattern of the Public shareholder as of 30th September, 2017														
Category & Name of the Shareholders	PAN	Nos. of shares held	No. of fully paid equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts	Total nos. shares held (VII = IV+V+VI)	Shareholding % calculated as per SCRR, 1957 (VIII)	No. of Voting Rights			No. of Shares Underlying Outstanding Convertible Securities (as a percentage of diluted share capital)	Total Shareholding, as a % amounting to conversion of all outstanding convertible securities (as a percentage of diluted share capital)	Number of Shares pledged or otherwise encumbered	Number of Repurchase Shares dematerialized form
								(IX)						
								Total as a % of Total Voting rights						
								Class X	Class Y	Total				
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX)	(X)	(XI)	(XII)	(XIII)	(XIV)	
(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	
1.1) Institutional														
1.1.1) Mutual Funds (MF)		43	8821172	0	0	8821172	3.15	8821172	3.15	0	0.00	NA	8821172	
1.1.2) Venture Capital Funds		0	0	0	0	0	0.00	0	0.00	0	0.00	NA	0	
1.1.3) Private Equity Funds		0	0	0	0	0	0.00	0	0.00	0	0.00	NA	0	
1.1.4) Infrastructure Investment Funds		0	0	0	0	0	0.00	0	0.00	0	0.00	NA	0	
1.1.5) Foreign Venture Capital Investors		0	0	0	0	0	0.00	0	0.00	0	0.00	NA	0	
1.1.6) Foreign Portfolio Investors		125	36624248	0	0	36624248	12.85	36624248	12.85	0	0.00	NA	36624248	
1.2) Foreign Institutional Investors		1	5000000	0	0	5000000	1.75	5000000	1.75	0	0.00	NA	5000000	
1.3) Foreign Venture Capital Funds		1	3945898	0	0	3945898	1.38	3945898	1.38	0	0.00	NA	3945898	
1.4) Foreign Emerging Market Funds		1	3628900	0	0	3628900	1.27	3628900	1.27	0	0.00	NA	3628900	
1.5) Foreign Institutional Investors (FII)		1	344718	0	0	344718	1.17	344718	1.17	0	0.00	NA	344718	
1.6) Government Pension Fund Global		7	55325	0	0	55325	0.02	55325	0.02	0	0.00	NA	55325	
1.7) Financial Institutions/Banks		7	55325	0	0	55325	0.02	55325	0.02	0	0.00	NA	55325	
1.8) Insurance Companies		28	731274	0	0	731274	2.57	731274	2.57	0	0.00	NA	731274	
1.9) Life Insurance Corporation Of India		18	3718623	0	0	3718623	1.30	3718623	1.30	0	0.00	NA	3718623	
1.10) Provident Funds/ Pension Funds		0	0	0	0	0	0.00	0	0.00	0	0.00	NA	0	
1.11) Asset Owner -		5	168106	0	0	168106	0.06	168106	0.06	0	0.00	NA	168106	
1.12) DCL/Foreign Bodies - DF		5	168106	0	0	168106	0.06	168106	0.06	0	0.00	NA	168106	
Sub-Total (1.1) to (1.12)		206	5297555	0	0	5297555	18.78	5297555	18.78	0	0.00	NA	5297555	
2) Central Government/ State Government(s)/ President of India		1	525000	0	0	525000	0.18	525000	0.18	0	0.00	NA	525000	
Sub-Total (II) to (2)		1	525000	0	0	525000	0.18	525000	0.18	0	0.00	NA	525000	

Category & Name of the Shareholders	PAN	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)	(xi)	(xii)	(xiii)	(xiv)	(xv)
Total Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	No. of Shares Underlying Outstanding convertible securities (including Warrants)	No. of Voting Rights held in each class of securities	Shareholding % calculated as per SCRR, 1957	Total nos. shares held	No. of shares underlying Depository Receipts	Partly paid-up equity shares held	No. of fully paid up equity shares held	No. of shares held	No. of shares held	No. of shares held	No. of shares held	No. of shares held	No. of shares held	No. of shares held	No. of shares held	No. of shares held
(xvi)	(xvii)	(xviii)	(xix)	(xx)	(xxi)	(xxii)	(xxiii)	(xxiv)	(xxv)	(xxvi)	(xxvii)	(xxviii)	(xxix)	(xxx)	(xxxi)	(xxxii)
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)	(xi)	(xii)	(xiii)	(xiv)	(xv)	(xvi)	(xvii)
13. Non-convertible preference shares																
14. Convertible preference shares																
15. Individual shareholders holding nominal share capital up to Rs. 2 lakhs																
16. Individual shareholders holding more than Rs. 2 lakhs																
17. Entities registered with RBI																
18. Employee Trusts																
19. Overseas Depositories (holding DRs) (Shareholding figure)																
20. Any Other																
21. Company Members																
22. Bodies Corporate																
23. Limited Liability Partnerships - LLP																
24. Trust And Charitable Institutions																
25. Sub-Sector (B) (3)																
26. Total Public Shareholding																
27. Grand Total																
28. Details of Shares which remain unclaimed may be given here along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.																
29. Note																
30. PAN would not be disclosed on website of listed company																
31. The above format needs to be followed along with the name of the company																
32. If the information pertaining to Depository Receipts, the same may be disclosed in the respective column to the extent information available and the balance to be disclosed as held by custodian																

ATA COMMUNICATIONS LIMITED																			
Table IV - Statement Showing Shareholding pattern of the Non Promoter, Non-Voting Shareholders as of 30th September, 2013																			
Category & Name of the Shareholders	PAN	No. of shares held	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts	Total nos. shares held (VII) = (I)+(V)+(VI)	Shareholding % calculated as per SCRR, 1957	Number of Voting Rights held in each class of securities	(X) = (VII) x (IX) as a % of A+B+C2	No. of Shares Underlying Outstanding Securities (including Warrants)	Total Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares	Number of Shares pledged or otherwise encumbered	Number of equity shares held in dematerialised form					
								(IX)				(XII)							
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	No. of Voting Rights	Total as a % of Total Voting Rights	(X)	(XI) = (VII) x (X) as a % of A+B+C2	(a)	(b)	(c)					
								Class X	Class Y			No.	As a % of total shares held	As a % of total shares held (Not applicable)					
(1) Existing/DR Holder																			
(2) Name of DR Holder																			
(3) Name of DR Holder																			
(4) Name of DR Holder																			
(5) Name of DR Holder																			
(6) Name of DR Holder																			
(7) Name of DR Holder																			
(8) Name of DR Holder																			
(9) Name of DR Holder																			
(10) Name of DR Holder																			
(11) Name of DR Holder																			
(12) Name of DR Holder																			
(13) Name of DR Holder																			
(14) Name of DR Holder																			
(15) Name of DR Holder																			
(16) Name of DR Holder																			
(17) Name of DR Holder																			
(18) Name of DR Holder																			
(19) Name of DR Holder																			
(20) Name of DR Holder																			
(21) Name of DR Holder																			
(22) Name of DR Holder																			
(23) Name of DR Holder																			
(24) Name of DR Holder																			
(25) Name of DR Holder																			
(26) Name of DR Holder																			
(27) Name of DR Holder																			
(28) Name of DR Holder																			
(29) Name of DR Holder																			
(30) Name of DR Holder																			
(31) Name of DR Holder																			
(32) Name of DR Holder																			
(33) Name of DR Holder																			
(34) Name of DR Holder																			
(35) Name of DR Holder																			
(36) Name of DR Holder																			
(37) Name of DR Holder																			
(38) Name of DR Holder																			
(39) Name of DR Holder																			
(40) Name of DR Holder																			
(41) Name of DR Holder																			
(42) Name of DR Holder																			
(43) Name of DR Holder																			
(44) Name of DR Holder																			
(45) Name of DR Holder																			
(46) Name of DR Holder																			
(47) Name of DR Holder																			
(48) Name of DR Holder																			
(49) Name of DR Holder																			
(50) Name of DR Holder																			
(51) Name of DR Holder																			
(52) Name of DR Holder																			
(53) Name of DR Holder																			
(54) Name of DR Holder																			
(55) Name of DR Holder																			
(56) Name of DR Holder																			
(57) Name of DR Holder																			
(58) Name of DR Holder																			
(59) Name of DR Holder																			
(60) Name of DR Holder																			
(61) Name of DR Holder																			
(62) Name of DR Holder																			
(63) Name of DR Holder																			
(64) Name of DR Holder																			
(65) Name of DR Holder																			
(66) Name of DR Holder																			
(67) Name of DR Holder																			
(68) Name of DR Holder																			
(69) Name of DR Holder																			
(70) Name of DR Holder																			
(71) Name of DR Holder																			
(72) Name of DR Holder																			
(73) Name of DR Holder																			
(74) Name of DR Holder																			
(75) Name of DR Holder																			
(76) Name of DR Holder																			
(77) Name of DR Holder																			
(78) Name of DR Holder																			
(79) Name of DR Holder																			
(80) Name of DR Holder																			
(81) Name of DR Holder																			
(82) Name of DR Holder																			
(83) Name of DR Holder																			
(84) Name of DR Holder																			
(85) Name of DR Holder																			
(86) Name of DR Holder																			
(87) Name of DR Holder																			
(88) Name of DR Holder																			
(89) Name of DR Holder																			
(90) Name of DR Holder																			
(91) Name of DR Holder																			
(92) Name of DR Holder																			
(93) Name of DR Holder																			
(94) Name of DR Holder																			
(95) Name of DR Holder																			
(96) Name of DR Holder																			
(97) Name of DR Holder																			
(98) Name of DR Holder																			
(99) Name of DR Holder																			
(100) Name of DR Holder																			
(101) Name of DR Holder																			
(102) Name of DR Holder																			
(103) Name of DR Holder																			
(104) Name of DR Holder																			
(105) Name of DR Holder																			
(106) Name of DR Holder																			
(107) Name of DR Holder																			
(108) Name of DR Holder																			
(109) Name of DR Holder																			
(110) Name of DR Holder																			
(111) Name of DR Holder																			
(112) Name of DR Holder																			
(113) Name of DR Holder																			
(114) Name of DR Holder																			
(115) Name of DR Holder																			
(116) Name of DR Holder																			
(117) Name of DR Holder																			
(118) Name of DR Holder																			
(119) Name of DR Holder																			
(120) Name of DR Holder																			
(121) Name of DR Holder																			
(122) Name of DR Holder																			
(123) Name of DR Holder																			
(124) Name of DR Holder																			
(125) Name of DR Holder																			
(126) Name of DR Holder																			
(127) Name of DR Holder																			
(128) Name of DR Holder																			
(129) Name of DR Holder																			
(130) Name of DR Holder																			
(131) Name of DR Holder																			
(132) Name of DR Holder																			
(133) Name of DR Holder																			
(134) Name of DR Holder																			
(135) Name of DR Holder																			
(136) Name of DR Holder																			
(137) Name of DR Holder																			
(138) Name of DR Holder																			
(139) Name of DR Holder																			
(140) Name of DR Holder																			
(141) Name of DR Holder																			
(142) Name of DR Holder																			
(143) Name of DR Holder																			
(144) Name of DR Holder																			
(145) Name of DR Holder																			

HEMISPHERE PROPERTIES INDIA LIMITED

Annexure - I

Format of holding of specified securities (Pre Scheme)

- 1

Name of the Company

HEMISPHERE PROPERTIES INDIA LIMITED
- 2

Scrip Code/Name of Scrip/Class of Security

Equity
- 3

Share Holding Pattern Filed under

Reg. 31(1)(b)
- a. If under 31(1)(b) then indicate the report for Quarter ending

30th September, 2017
- b. If under 31(1)(c) then indicate date of allotment/extinguishment

NOT APPLICABLE

- 4

Declaration: The Listed entity is required to submit the following declaration to the extent of submission of information:-

	Particulars	Yes*	No*
1	Whether the Listed Entity has issued any partly paid up shares?		NO
2	Whether the Listed Entity has issued any Convertible Securities or Warrants?		NO
3	Whether the Listed Entity has any shares against which depository receipts are issued?		NO
4	Whether the Listed Entity has any shares in locked-in?		NO
5	Whether any shares held by promoters are pledge or otherwise encumbered?		NO

* If the Listed Entity selects the option 'No' for the questions above, the columns for the partly paid up shares, Outstanding Convertible Securities/Warrants, depository receipts, locked-in shares, No of shares pledged or otherwise encumbered by promoters, as applicable, shall not be displayed at the time of dissemination on the Stock Exchange website. Also wherever there is 'No' declared by Listed Entity in above table the values will be considered as 'Zero' by default on submission of the format of holding of specified securities.

- 5

The tabular format for disclosure of holding of specified securities is as follows:-

HIDALSHREE PROPERTIES INDIA LIMITED																
Table 1: Summary Statement holding of specified securities																
Cate- gory	Category of shareholder	Non-af share- holder	No. of fully paid up equity shares held	No. of partly paid-up equity shares held	No. of shares underlying Depository Receipts	Total nos. shares held	Shareholding as a % of total no. of shares (calculated as per SCSE, 1957)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding as a % of convertible securities (1) as a percentage of diluted share capital	Number of Locked in shares	Number of Shares pledged or otherwise encumbered	Number of equity shares held in dematerialised form
								No of Voting Rights			Total as a % of (A+B+C)					
								Class eq. X	Class eq.Y	Total						
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)	(xi)	(xii)	(xiii)	(xiv)	(xv)	(xvi)	(xvii)
(A)	Promoter & Promoter Group	7	25560	0	0	25560	51.12	25560	51.12	0	51.12	0	0	0	0	0
(B)	Public	1	24440	0	0	24440	48.88	24440	48.88	0	48.88	0	0	0	0	0
(C)	Non Promoter- Non Public:															
(C1)	Shares underlying DRs	0	0	0	0	0	0.00			0	0	0	0	0	0	0
(C2)	Shares held by Employee Trusts	0	0	0	0	0	0.00			0	0	0	0	0	0	0
	Total	8	50000	0	0	50000	100.00	50000	100.00	0	100	0	0	0	0	0

Table 17: Statement showing Shareholding pattern of the Promoter and Promoter Group										
Category & Name of the Shareholders	PAN	No. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	No. of shares underlying the Rights	Total no. shares held	Shareholding % calculated as per SCRR, 1957	Number of Voting Rights held in each class of securities	No. of Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)
								No. of Voting Rights	As a % of Total Shares held	As a % of Total Shares held
								Class X	Class Y	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)		
								(A)	(B)	(C)
(A) Indian										
(i) Individuals (Promoter and family)		0	0	0	0	0	0	0	0	0
(ii) Central Government/State Government(s)/PS/GOVT OF INDIA (through nominees)		0	0	0	0	0	0	0	0	0
(iii) Financial Institutions/Banks		0	0	0	0	0	0	0	0	0
(iv) Any Other (Mutual Companies)		0	0	0	0	0	0	0	0	0
(B) Foreign		0	0	0	0	0	0	0	0	0
(i) Foreign Institutional Investors (FIIs)		0	0	0	0	0	0	0	0	0
(ii) Non-Resident Individuals (Foreign Individuals)		0	0	0	0	0	0	0	0	0
(iii) Government		0	0	0	0	0	0	0	0	0
(iv) Institutions		0	0	0	0	0	0	0	0	0
(v) Foreign Portfolio Investor		0	0	0	0	0	0	0	0	0
(vi) Any Other (Special)		0	0	0	0	0	0	0	0	0
(C) Total (A+B)		0	0	0	0	0	0	0	0	0
Total Shareholding of Promoter and Promoter Group (as per Part A+B+C)		0	0	0	0	0	0	0	0	0
Details of Shares which remain unallotted may be given next along with details such as Number of Shareholders, Outstanding Shares, held in demat, and other relevant information, where applicable and known etc.										
Note										
(1) The term "Shareholder" has the same meaning as assigned under regulation 2(80) of SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011.										

TRANSFORMER PROVIDERS FROM CAMERO																
Table III - Statement showing shareholding pattern of the Public Shareholder																
Category & Name of the Shareholder	PAN	Nos. of shares started up equity shares held	Nos. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts	Total nos. shares held	Shareholding % calculated as per SCRR, 1957	Number of Voting Rights held in each class of securities			No. of Shares Underlying Outstanding convertible securities (including Warrants)	Total Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked-in shares	Number of Shares pledged or otherwise encumbered	Number of equity shares held in dematerialized form	
								(a)								As a % of (a+b+c2) (VIII)
								Class X	Class Y	Total						
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii) = (iv+v+vii)	(viii)	(a)	(b)	(c)	(X)	(XI) = (X)/(a+b+c2)	(a)	(b)	(c)	(XII)
Institution																
(a) Mutual Funds/UIT																
(b) Venture Capital Funds																
(c) Alternative Investment Funds																
(d) Foreign Venture Capital Investors																
(e) Foreign Portfolio Investors																
(f) Foreign Institutional Buyers																
(g) Insurance Companies																
(h) Life Insurance Corporation of India																
(i) Pension Funds/ Pension Funds																
(j) Any Other																
Sub Total (a-j)																
(k) Central Government/ State Government(s)/ President of India																
Sub Total (k-l)																
Total																

HEADSPRINT PROPERTIES, INDIA LIMITED															
Table IV - Statement showing shareholding pattern of the Non Promoter, Non Public Shareholders															
Category & Name of the Shareholders	PAN	No. of shares held	No. of fully paid up equity shares held	Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Total nos. shares held	Shareholding % calculated as per SCRR, 1957	Number of Voting Rights held in each class of securities			No. of Shares Underlying Outstanding convertible securities (including Warrants)	Total Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares	Number of Shares pledged or otherwise encumbered	Number of equity shares held in dematerialized form
								(IX)							
								No. of Voting Rights							
								Class X	Class Y	Total					
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (4)+(5)+(6)	(8) = 100*(7)/(1)+(4)+(5)+(6)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
(1) Category (I) holder (Name of the holder) (a)															
(2) Employee Benefit Trust (under Section 19(1)(b) based Employee Benefit) Regulations, 2034															
(3) Union Bank of India Ltd.															
(4) Union Bank of India Ltd. Shareholding (2-10-1925)															
Note:															
(1) The above format needs to disclose name of all holders holding more than 1% of total number of shares.															
(2) If the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available.															

Format of holding of specified securities (Post Scheme - Prior to listing of HPIL Shares)

- 1 Name of the Company HEMISPHERE PROPERTIES INDIA LIMITED
- 2 Scrip Code/Name of Scrip/Class of Security Equity
- 3 Share Holding Pattern Filed under Reg. 31(1)(b)
- a. If under 31(1)(b) then indicate the report for Quarter ending 30th September, 2017
- b. If under 31(1)(c) then indicate date of allotment/extinguishment NOT APPLICABLE
- 4 Declaration: The Listed entity is required to submit the following declaration to the extent of submission of information:-

Particulars	Yes*	No*
1 Whether the Listed Entity has issued any partly paid up shares?		NO
2 Whether the Listed Entity has issued any Convertible Securities or Warrants?		NO
3 Whether the Listed Entity has any shares against which depository receipts are issued?		NO
4 Whether the Listed Entity has any shares in locked-in?		NO
5 Whether any shares held by promoters are pledge or otherwise encumbered?		NO

* If the Listed Entity selects the option 'No' for the questions above, the columns for the partly paid up shares, Outstanding Convertible Securities/Warrants, depository receipts, locked-in shares, No of shares pledged or otherwise encumbered by promoters, as applicable, shall not be displayed at the time of dissemination on the Stock Exchange website. Also wherever there is 'No' declared by Listed Entity in above table the values will be considered as 'Zero' by default on submission of the format of holding of specified securities.

- 5 The tabular format for disclosure of holding of specified securities is as follows:-

HEMISPHERE PROPERTIES INDIA LIMITED																			
Table 1 - Summary Statement holding of specified securities																			
Cate- gory	Category of shareholder	Nos. of share- holders	No. of fully paid up equity shares held	No. of Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Total nos. shares held (VII) = (IV)+(V)+(VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities			No. of Shares Underlying convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered				
								(X)	Total as a % of (A+B+C)	(X)			As a % of total Shares held	(a)		(b)			
																	Class 8% X	Class 8% Y	Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii) = (IV)+(V)+(VI) As a % of (A+B+C)	(viii) As a % of (A+B+C)				(X)	(XI) = (VIII)+(X) As a % of (A+B+C)	No.	As a % of total Shares held	No.	As a % of total Shares held			
(A)	Promoter & Promoter Group	1	744,46,885	0	0	74446885	26.12	74446885	26.12	0	0	26.12	0	0	0	0	0		
(B)	Public	57950	210553115	0	0	210553115	73.88	210553115	73.88	0	0	73.88	0	0	0	0	0		
(C)	Non Promoter- Non Public																		
(C1)	Shares underlying DRs	0	0	0	0	0	0.00				0	0	0	0	0	0	0		
(C2)	Shares held by Employee Trusts	0	0	0	0	0	0.00				0	0	0	0	0	0	0		
	Total	57951	2850,00,000	0	0	285000000	100.00	285000000	100.00	0	0	100	0	0	0	0	0		

NON-PRIORITISED PROPERTIES INDIA LIMITED															
Table III - Statement showing shareholding pattern of the Public shareholder															
(A) Category & Name of the Shareholders	(B) PAN	(C) Nos. of shares held	(D) No. of fully paid up equity shares held	(E) Partly paid-up equity shares held	(F) Nos. of shares underlying Depository Receipts	(G) Total nos. shares held	(H) Shareholding % calculated as per SCRR, 1957	(I) Number of Voting Rights held in each class of securities	(J) No. of Shares Underlying Outstanding convertible securities (including Warrants)	(K) Total Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	(L) Number of Locked In shares	(M) As a % of total shares held (Not applicable)		(N) As a % of total shares held (Not applicable)	
												(1) No.	(2) As a % of total shares held	(3) No.	(4) As a % of total shares held

Category & Name of the Shareholders	PAN	Nos. of Shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts	Total nos. shares held	Shareholding % calculated as per SCRR, 1957	Number of Voting Rights held in each class of securities			No. of Shares Underlying Outstanding convertible securities (including Warrants)	Total Shareholding, as a % assuming full conversion of convertible securities / as a percentage of diluted share capital	Number of Locked in Shares		Number of Shares pledged or otherwise encumbered			
								(X)	(XI) = (VII)+(X) as a % of A+B+C2	No.			As a % of total shares held	(a)		(b)		
																	Total as a % of Total Voting Rights	As a % of total shares held (Not applicable)
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII) = IV+V+VI	(VIII)	(IX)	(X)	(XI)	(XII)	(a)	(b)	(c)				
(3) Non-Institutions																		
(a) Individuals																		
i. Individual shareholders holding nominal share capital up to Rs. 2 lakhs		55729	915906	0	0	915906	3.21	915906	3.21	0	3.21	0	0					
ii. Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs		39	5322469	0	0	5322469	1.87	5322469	1.87	0	1.87	0	0					
(b) NRFCs registered with RBI		6	7715	0	0	7715	0.00	7715	0.00	0	0.00	0	0					
(c) Employee Trusts		0	0	0	0	0	0.00	0	0.00	0	0.00	0	0					
(d) Government Depositories holding OES (Banking Segment)		0	0	0	0	0	0.00	0	0.00	0	0.00	0	0					
(e) Any Other																		
(f) Associates																		
Private		3	13976330			13976330	48.87	13976330	48.87	0	48.87							
Group Companies		1075	1163010			1163010	1.13	1163010	1.13	0	1.13							
Others																		
Sub-Total (B)(1-3)		56824	15705530	0	0	15705530	15.20	15705530	15.20	0	15.20	0	0					
Total Public Shareholding		57950	21053115	0	0	21053115	21.88	21053115	21.88	0	21.88	0	0					
Details of the Shareholders acting as promoters in context including their Shareholding (No. and %)																		
Details of Shares which remain undisclosed may be given here along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, vesting rights which are future etc.																		
Note:																		
(1) The above format needs to be disclosed along with the name of following persons: i. Individuals holding more than 1% of total number of shares. ii. Institutions holding more than 1% of total number of shares.																		
(2) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by outsiders.																		

Format of holding of specified securities (Post Scheme - Post listing shares of HPIL)

- | | | |
|---|---|-------------------------------------|
| 1 | Name of the Company | HEMISPHERE PROPERTIES INDIA LIMITED |
| 2 | Scrip Code/Name of Scrip/Class of Security | Equity |
| 3 | Share Holding Pattern Filed under | Reg. 31(1)(b) |
| | a. If under 31(1)(b) then indicate the report for Quarter ending | 30th September, 2017 |
| | b. If under 31(1)(c) then indicate date of allotment/extinguishment | NOT APPLICABLE |

- 4 Declaration: The Listed entity is required to submit the following declaration to the extent of submission of information:-

	Particulars	Yes*	No*
1	Whether the Listed Entity has issued any partly paid up shares?		NO
2	Whether the Listed Entity has issued any Convertible Securities or Warrants?		NO
3	Whether the Listed Entity has any shares against which depository receipts are issued?		NO
4	Whether the Listed Entity has any shares in lock-in?		NO
5	Whether any shares held by promoters are pledge or otherwise encumbered?		NO

* If the Listed Entity selects the option 'No' for the questions above, the columns for the partly paid up shares, Outstanding Convertible Securities/Warrants, depository receipts, locked-in shares, No of shares pledged or otherwise encumbered by promoters, as applicable, shall not be displayed at the time of dissemination on the Stock Exchange website. Also wherever there is 'No' declared by Listed Entity in above table the values will be considered as 'Zero' by default on submission of the format of holding of specified securities.

- 5 The tabular format for disclosure of holding of specified securities is as follows:-

HEMISPHERE PROPERTIES INDIA LIMITED																				
Table 1 : Summary Statement holding of specified securities																				
Category	Category of shareholder	Nos. of share holders	No. of share fully paid up equity shares held	No. of Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Total nos. shares held	Shareholding as a % of total no. of shares (calculated as per SLIM, 2015-2)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding convertible securities (including Warrants)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered				
								No of Voting Rights						(X)	(X)+(Y)+(X) As a % of (A+B+C2)		No.	As a % of total Shares held		
								(Viii) As a % of (A+B+C2)											(a)	(b)
								Class 9E X	Class 9E Y	Total	Total as a % of (A+B+C)									
(A)	Promoter & Promoter Group	1	1456,96,885	0	0	145696885	51.12	145696885	51.12	0	0	0	0	0	0	0				
(B)	Public	57050	139303115	0	0	139303115	48.88	139303115	48.88	0	0	0	0	0	0	0				
(C)	Non Promoter- Non Public																			
(C1)	Shares under FDRs	12	0	0	0	0	0.02			0	0	0	0	0	0	0				
(C2)	Shares held by Employee Trusts	0	0	0	0	0	0.00			0	0	0	0	0	0	0				
	Total	57051	2850,00,000	0	0	285000000	100.00	285000000	100.00	0	0	0	0	0	0	0				

NORONHA INVESTMENTS HOLD LIMITED																
Table III - Statement showing shareholding pattern of the Public Shareholder																
Category & Name of the Shareholders	PAN	(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	(IX)						
											No. of Shares Underlying Outstanding convertible securities (including Warrants)	Total Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		No. of Shares	
													No.	Add % of Total Shares held	No. of Voting Rights	Total as a % of Total Voting rights
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)						
(A1) Institutions																
(A2) Mutual Funds/UTI																
(A3) Venture Capital Funds																
(A4) Alternative Investment Funds																
(A5) Foreign Venture Capital Investors																
(A6) Foreign Portfolio Investors																
(A7) Financial Institutions/Banks																
(A8) Insurance Companies																
(A9) Provident Funds/ Pension Funds																
(A) Sub-Total (A1-A9)																
(B) Central Government/ State Government(s)/ President of India																
(B) Sub-Total (B1-B2)																
Sub-Total (B1+B2)																

HENSOPHANT PROPERTIES INDIA LIMITED															
Table (I) - Statement showing shareholding pattern of the Non Promoter / Non Public shareholder															
Category & Name of the Shareholders	PAN	No. of shareholder	No. of fully paid up equity shares held	Partly paid-up equity shares held	Nos. of shares underlying Depository Receipts	Total nos. shares held	Shareholding % calculated as per SCRR, 1957	Number of Voting Rights in each class of securities			No. of Shares Underlying Outstanding convertible securities (including Warrants)	Total Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares	Number of Shares pledged or otherwise encumbered	2013 Share held in dematerialized form
								(IX)							
								No. of Voting Rights of Total Voting Rights							
								Class X	Class Y	Total					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
(A) Custodian/DR Holder (if any)								0.00	0	0	0.00	0	0.00	NA	NA
(B) Employee Benefit Trust (under SEBI (Share based Employee Benefit) Regulations, 2014)								0.00	0	0	0.00	0	0.00	NA	NA
(C) Promoter								0.00	0	0	0.00	0	0.00	NA	NA
(D) Total Non-Promoter / Non Public Shareholding (C1+C2+C3+C4)								0.00	0	0	0.00	0	0.00	NA	NA
Note: The above figures are in respect of the number of shares held by the shareholder as on the date of filing of the annual report. The information pertaining to Employee Receipts, the same may be disclosed in the respective column to the extent information available.															

IN THE NATURE OF ABRIDGED PROSPECTUS-MEMORANDUM CONTAINING SALIENT FEATURES OF THE SCHEME OF ARRANGEMENT AND RECONSTRUCTION UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013 AND THE RULES MADE THEREUNDER, AMONG TATA COMMUNICATIONS LIMITED ("TCL" OR "TRANSFEROR COMPANY") AND HEMISPHERE PROPERTIES INDIA LIMITED ("HPIL" OR THE "COMPANY" OR "TRANSFEREE COMPANY") AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS (THE "SCHEME").

This is an Abridged Prospectus prepared to comply with the requirements of Regulation 37 of SEBI (Listing Obligations and Disclosure Requirements), Regulations 2015, as amended. You are encouraged to read the greater details available in the Scheme.

THIS ABRIDGED PROSPECTUS CONTAINS 9 PAGES. PLEASE ENSURE YOU HAVE RECEIVED ALL THE PAGES.

This document is prepared to comply with the requirements of Regulation 37 of SEBI (Listing Obligations and Disclosure Requirements), Regulations 2015, as amended, read with SEBI Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017 and in accordance with Abridged Prospectus as provided in Part D of Schedule VIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended, ("ICDR Regulations") to the extent applicable. HPIL (hereinafter referred to as the "Issuing Company" or "Transferee Company") is proposed to be listed in the Stock Exchanges of BSE Limited ("BSE") and the National Stock Exchange of India Limited ("NSE") and together with BSE as "Stock Exchanges"). Pursuant to the Scheme there is no issue of equity shares to public at large. Upon the Scheme becoming effective and in consideration of the demerger, the Transferee Company shall, issue and allot to each member of the Transferor Company whose name is recorded in the register of members as a shareholder of the Company on the Record Date, equity shares in the Transferee Company in the ratio of 1 (One) equity share in the Transferee Company of face value INR 10 (Rupees Ten only) each credited as fully paid up for every 1 (One) equity share of face value INR 10 (Rupees Ten only) each fully paid up held by such member in the Company (the "Share Entitlement Ratio") as on the Record Date. The equity shares so issued would be listed on the Stock Exchanges under Regulation 19 of Securities Contracts (Regulation) Rules, 1957, as amended. Therefore, the requirements of General Information Document ("GID") is not applicable and this abridged prospectus be read accordingly.

You may also download this abridged prospectus along with the Scheme as approved by the Board of Directors of the Transferor Company and Transferee Company as per the resolutions dated December 13, 2017 and the copy of the Share Entitlement Ratio report issued by MSKA & Associates, Chartered Accountants, dated December 13, 2017, and Fairness Opinion issued by SBI Capital Markets Limited ("SBICAP") dated December 13, 2017 from the websites of BSE, NSE, SBICAP, at www.bseindia.com, www.nseindia.com and www.sbicaps.com respectively.

This Abridged Prospectus dated December 13, 2017 should be read together with the Scheme and the notice to the shareholders of Tata Communications Limited in connection with the Scheme. Please read the Risk Factors carefully. See section titled "Risk Factors" on page no 8.

HEMISPHERE PROPERTIES INDIA LIMITED

Our Company was incorporated as "HEMISPHERE PROPERTIES INDIA LIMITED" on January 17, 2005 under the Companies Act, 1956, at New Delhi with a Certificate of Incorporation granted by the Registrar of Companies, National Capital Territory of Delhi and Haryana (the "RoC"). **Corporate Identity Number:** U70101DL2005GO1132162

Registered & Corporate Office: Room no. 409, Sanchar Bhawan, Ashoka Rd, New Delhi- 110001
Telephone: +911123036070; **Fax:** 011-23739060; **Website:** Not Available; **E-mail:** ddgfeb-dot@nic.in
Contact Person: Mr. Shiba P. Mohapatra, Director; **Telephone:** +91 11 23036872; **E-mail:** directorhpil@gmail.com; **Fax:** Not Available;

PROMOTER OF THE COMPANY - PRESIDENT OF INDIA LISTING

HPIL is proposed to be listed on BSE and NSE and the Company shall obtain the requisite approvals for listing the equity shares.


Merchant Banker	Statutory Auditor
 <p>SBI Capital Markets Limited 202, Maker Tower E, Cuffe Parade, Mumbai – 400 005, India Telephone: (+91 22) 2217 8300 Facsimile: (+91 22) 2218 8332 Website: www.sbicap.com SEBI Registration No.: INM000003531</p>	<p>AEPN & Associates 309, 207 and 516, Jaina Tower-I District Center, Janakpuri, New Delhi – 110058 Telephone: (+91 11 4358 8784) Facsimile : Not Available Firm Registration Number: 05842N Website: www.aepn-ca.com</p>
Registrar, Syndicate Member, Credit Rating Agency, Debenture Trustee, SCSBs, Non Syndicate Registered Brokers, Collection Bankers – Not Applicable	

Table of Contents	Page No
Scheme details, listing and indicative timeline	2
General Risks	3
Promoters	4
History and Business Overview	4
Board of Directors	5
Shareholding Pattern	6
Financial Information	7
Risk Factors	8
Summary of Outstanding Litigations, Claims and Regulatory actions	8
Declaration by HPIL	9

SCHEME DETAILS, LISTING AND INDICATIVE TIMELINE

The scheme of arrangement and reconstruction between TCL (“**Transferor Company**”) and HPIL (“**Transferee Company**”) and their respective shareholders and creditors pursuant to Sections 230 – 232, other relevant provisions of the Companies Act, 2013, as amended and the Rules thereunder and Explanation 5 to Section 2(19AA) of the Income Tax Act, 1961, as amended, and other relevant provisions of the Income Tax Act, 1961 (“**Scheme**”) provides for Demerger (as defined in the Scheme) by way of reconstruction and splitting up of the Transferor Company by way of transfer of the Surplus Land (as defined in the Scheme) of the Transferor Company to the Transferee Company and the consequent issue of equity shares by the Transferee Company to the shareholders of the Transferor Company as on Record Date (as defined in the Scheme), followed by transfer of specified equity shares allotted to Panatone Finvest Limited, Tata Sons Limited and Tata Power Company Limited (“**Panatone Group Companies**”) as defined in the Scheme) in the manner set out in the Scheme and various other matters consequential to or otherwise integrally connected with the above, in the manner provided for in the Scheme.

The Scheme is subject to approvals of shareholders and creditors of TCL and HPIL, the National Company Law Tribunal, the Ministry of Corporate Affairs and other regulatory authorities as applicable.

PROCEDURE

The procedure with respect to Public Issue / Offer would not be applicable as this Issue is only to the Shareholders of the Transferor Company as on Record Date.

ELIGIBILITY

- In compliance with the SEBI Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017 and in accordance with Abridged Prospectus as provided in Part D of Schedule VIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended, ("ICDR Regulations") to the extent applicable;
- The Equity Shares sought to be listed are proposed to be allotted by HPIL to the Shareholders of the Transferor Company as on Record Date. Upon the Scheme becoming effective and in consideration of the demerger, the Transferee Company shall, issue and allot to each member of the Company whose name is recorded in the register of members as a shareholder of the Company on the Record Date, equity shares in the Transferee Company in the ratio of 1 (One) equity share in the Transferee Company of face value INR 10 (Rupees Ten only) each credited as fully paid up for every 1 (One) equity share of face value INR 10 (Rupees Ten only) each fully paid up held by such member in the Company (the "Share Entitlement Ratio") as on the Record Date.
- Immediately upon the issuance of shares by Transferee Company to the shareholders of Transferor Company pursuant to Clause 5.1 of the Scheme, the entire share capital of the Transferee Company as existing on the Appointed Date shall stand cancelled, without any further act or deed. The reduction in the share capital as aforesaid, of the Transferee Company shall be effected as an integral part of the Scheme and Transferee Company shall not be required to follow the process under Sections 66 of the Companies Act, 2013, as amended, or any other provisions of applicable law separately.
- The percentage of shareholding, of the public shareholders of the listed entity in the post scheme shareholding pattern shall not be less than 25%;
- As on date of application, there are no outstanding warrants/instruments/agreements which gives right to any person to take the equity shares in the Transferee Company at any future date. If there are any such instruments stipulated in the Scheme, the percentage referred above shall be computed after giving effect to the consequent increase of capital on account of compulsory conversions outstanding.

INDICATIVE TIMELINE

This Abridged Prospectus is filed pursuant to the Scheme, and is not an offer to public at large. Given that the Scheme requires approval of various regulatory authorities, the time frame cannot be established with certainty. It is to be noted that the Scheme will be filed by HPIL, being a Government Company, with Ministry of Corporate Affairs (MCA) at New Delhi and TCL will file it before NCLT at Mumbai.

GENERAL RISKS

Investments in equity and equity-related securities involve a degree of risk and investors should not invest any funds in the equity of the Issuing Company unless they can afford to take the risk of losing their entire investment. Investors are advised to read the risk factors mentioned in this Abridged Prospectus carefully before taking an investment decision. For taking an investment decision, investors must rely on their own examination of the Issuing Company and this offer, including the risks involved. The Equity shares have not been recommended or approved by the Securities and Exchange Board of India ("SEBI"), nor does SEBI guarantee the accuracy or adequacy of the contents of the Scheme or Abridged Prospectus. Specific attention of the investors is invited to the "Risk Factors" at page 8 of this Abridged Prospectus.

PRICE INFORMATION OF LEAD MANAGER

Issue Name	Name of Merchant Banker	+/- % Change in closing price, [+/- % change in the closing Benchmark]		
		30 th calendar day from listing	90 th calendar day from listing	180 th calendar day from listing
Not Applicable				
Since the proposed issue is not to public shareholders but to the shareholders of the Transferor Company pursuant to the Scheme.				

PROMOTER

The Promoter of HPIL is President of India ("GoI") holding through Ministry of Communications, Department of Telecommunications. GoI, together with its nominees hold 25,560 equity shares of HPIL equivalent to 51.12% of the issued, subscribed and paid up equity share capital of HPIL as on date of this Abridged Prospectus. Accordingly, HPIL is a 'government company' as defined under Section 2(45) of the Companies Act, 2013 and consequently public sector undertaking under Section 2(36A) of the Income Tax Act, 1961.

HISTORY AND BUSINESS OVERVIEW

HPIL was incorporated as "HEMISPHERE PROPERTIES INDIA LIMITED" on January 17, 2005 under the Companies Act, 1956, as amended, at New Delhi with a Certificate of Incorporation granted by the Registrar of Companies, National Capital Territory of Delhi and Haryana. Its registered office is located at Room no. 409, Sanchar Bhawan, Ashoka Road, New Delhi- 110 001, India.

HPIL currently is not carrying out any operations, however it plans to pursue the business activities as enlisted in the Objects Clause of its Memorandum of Association.

Main Object clause as per the Memorandum of Association is as follows:

1. To construct, acquire, hold, manage, develop, administer, protect, preserve and to deal in any other manner with properties, including sale and purchase thereof, whether such properties are in the nature of land or building (semi-constructed or fully constructed) or partially land and partially buildings, anywhere in India and if permitted by applicable legislation, outside India as well.
2. To collect and settle revenue, rental, lease charges and such other charges as maybe payable by any entity against legitimate use of any such properties by persons, companies, agencies and administrations for the services provided and utilise the same for furtherance of the activities of the companies.
3. To carry on the business of developing, holding, owning, leading or licensing real estate, consultancy in real estate and property of all kinds and for this purpose acquiring by purchase or through lease, licence, barter, exchange, hire purchase or otherwise, land or other immovable property of any description or tenure or interest in immovable property.
4. To carry out the business of building, construction and development of commercial building, industrial shed, offices, houses, buildings, apartments, structures, hotels or other allied works of every description on any land acquired howsoever by the company, whether on ownership basis or as lessee or licensee and to deal with such construction or developed or built premises by letting out, hiring or selling the same by way of outright sale, lease, license, or other disposal of whole or part of such construction or development or built premises.

BOARD OF DIRECTORS

The Board of Directors as on date of the Abridged Prospectus are as follows:

Sr. No.	Name of Director	Designation (Independent / Whole time / Executive / Non- Executive Director)	Experience including current / past position held in other firms
1.	Mr. Saurabh Kumar Tiwari	Chairman and Managing Director	Mr. Tiwari, age 50 years, holds a Master's Degree in Political Science and has completed his MBA with specialisation in Finance. He also holds an LLB degree. After clearing the civil services examination in 1993, he joined the Indian P&T Accounts & Finance Service and has vast work experience in Government of India and Public Sector Undertakings. He is also a Technical Advisor to Government Accounting Standards Advisory Board. He has been a director of HPIL since November 1, 2013 and was appointed as the Chairman and Managing Director of HPIL on November 22, 2013. He is also the Government Nominee Director on the Board of M/s Tata Communications Limited (TCL).
2	Mr. Shiba Prasad Mohapatra	Non-Executive Director	Mr. Shiba Mohapatra, born in 1961, holds a Degree in civil Engineering and is a civil Engineer by profession. He also holds a Degree in science with chemistry honours and distinction from the Utkal University. He had worked in Indian Railways in designing of Bridges & Buildings for 7 years. After clearing the Engineering services exam in 1993, he joined the P&T Building Works Services. He has a wide ranging work experience in execution of building projects in the Dept. of Telecom and Dept. of posts in Government of India. He has been a director of HPIL since November 01, 2013. He is also holding the charge of Director (VP), Vigilance wing, Department of Telecom, GoI.
3.	Mr. Manoj Kumar C V	Non-Executive Director	Mr. Manoj Kumar C V has been a director of HPIL since January 18, 2005. A Chartered Accountant and a Company Secretary by qualification, he is the Chief Financial Officer and Company Secretary of Tata Investment Corporation Limited and has experience in the field of Accountancy, Finance and Secretarial functions. He has also held senior positions in Finance and Secretarial Departments of Tata Steel Limited and Tata Sons Limited.

There has been no change in the Board of Directors in the last three years.

Details and reasons for non-deployment of proceeds or changes in utilization of issue proceeds of past public issues/right issues, if any, of HPIL in the preceding 10 years: Not Applicable

SHAREHOLDING PATTERN

Shareholding Pattern of the Transferee Company as on the date of the Scheme approved by the BOD (and also the Ten largest shareholders) and the indicative post Scheme shareholding is as follows:

Sr. No.	Particulars	Pre- Scheme Shareholding		Post- Scheme Shareholding Prior to Listing of HPIL Shares		Post- Scheme Shareholding After Listing of HPIL Shares	
		Number of Shares	% Holding	Number of Shares	% Holding	Number of Shares	% Holding
A.	Promoter & Promoter Group	25,560	51.12	74,446,885	26.12	145,696,885	51.12 ³
1	Shri. Shashi Ranjan*	10,000	20	7,44,46,885	26.12	145,696,885	51.12
2	Shri R. M. Agarwal*	10,000	20				
3	Shri Rajeev Kumar*	2,777	5.55				
4	Shri Debatosh Manna*	2,777	5.55				
5	Shri Rajeev Srivastava*	1	Negligible				
6	Shri Pawan Gupta*	1	Negligible				
7	Shri Inderjeet Hadda*	1	Negligible				
8	Shri B K Nath*	1	Negligible				
9	Shri P C Sharma*	1	Negligible				
10	Shri Shiv Narain*	1	Negligible				
B.	Public	24,440	48.88	210,553,115	73.88	139,303,115	48.88
1	Panatone Finvest Limited	24,440	48.88				
2	Panatone Group Companies**	-	-	139,286,330	48.87	11,036,330	3.87 ^{3,4}
3	Others	-	-	71,266,785	25.01	128,266,785	45.01
	Total (A) + (B)	50,000	100	285,000,000	100	285,000,000	100

*Nominee of President of India

** Panatone Group Companies means collectively, Panatone Finvest Limited, Tata Sons Limited and Tata Power Company Limited

Note:

- Upon the Scheme becoming effective and in consideration of the demerger, the Transferee Company shall, issue and allot to each member of the Company whose name is recorded in the register of members as a shareholder of the Company on the Record Date, equity shares in the Transferee Company in the ratio of 1 (One) equity share in the Transferee Company of face value INR 10 (Rupees Ten only) each credited as fully paid up for every 1 (One) equity share of face value INR 10 (Rupees Ten only) each fully paid up held by such member in the Company (the "Share Entitlement Ratio") as on the Record Date.
- Immediately upon the issuance of shares by Transferee Company to the shareholders of Transferor Company pursuant to Clause 5.1 of the Scheme, the entire share capital of the Transferee Company as existing on the Appointed Date shall stand cancelled, without any further act or deed. The reduction in the share capital as aforesaid, of the Transferee Company shall be effected as an integral part of the Scheme and Transferee Company shall not be required to follow the process under Sections 66 of the Companies Act, 2013, as amended, or any other provisions of applicable law separately.

3. Upon the Scheme becoming effective and as an integral part of the Scheme, such number of shares as are issued and allotted to Panatone Group Companies by the Transferee Company, pursuant to Clause 5.1 of the Scheme, in respect of Panatone Group owning 25% of the subscribed equity capital of the Transferor Company, shall, subsequent to their allotment to Panatone Group and upon the Transferee Company being listed on the recognized stock exchanges, be transferred to the Government of India, in order to give effect to the provisions of the SPA and SHA, without any further act or deed. Such transfer shall be effected within 30 business days of listing and trading of the shares of the Transferee Company by Panatone Group issuing duly executed delivery instructions to its depository participant.
4. Upon the Scheme becoming effective and as an integral part of the Scheme, such number of shares as are issued and allotted to Panatone Group Companies by the Transferee Company, pursuant to Clause 5.1 of the Scheme, in respect of Panatone Group Companies owning 20% of the subscribed equity capital of the Transferor Company, shall, subsequent to their allotment to Panatone Group Companies and upon the Transferee Company being listed on the recognized stock exchanges, be transferred, in order to give effect to the terms and conditions of the Letter of Offer, without any further act or deed and at no cost to Panatone Group Companies, in a proportionate manner, to those public shareholders of the Transferor Company (or their legal heirs/successors) whose shares were acquired by Panatone pursuant to the open offer made vide the Letter of Offer ("Eligible VSNL Shareholders") in accordance with the terms set out in this Part IV of the Scheme.

Names of Public Shareholder's holding more than 1% of the pre-scheme capital:

Sr. No.	Particulars	Pre- Scheme Shareholding	
		Number of Shares	% Holding
	Public	24,440	48.88
1.	Panatone Finvest Limited	24,440	48.88

FINANCIAL INFORMATION

Under Section 129(3) of the Companies Act, 2013 read with the second proviso to Rule 6 of the Companies (Accounts) Rules, 2014, HPIL is not required to file consolidated financial statements. HPIL has no Group Companies/JV/Subsidiaries. All amounts in the tables below are in INR.

Standalone financial information in relation to HPIL:

(INR)

Item	Particulars	As on and for the year ended				
		March 31, 2017	March 31, 2016	March 31, 2015	March 31, 2014	March 31, 2013
1	Revenue from Operations	-	-	-	-	-
2	Other Income	5,88,125	6,38,354	-	-	-
3	(Loss) before tax	(1,01,825)	(20,711)	(56,077)	(15,117)	(5,618)
4	(Loss)/ Profit after tax	(1,01,825)	(20,711)	(56,077)	(15,117)	(5,618)
5	Equity share capital (issued, subscribed and paid-up share capital)	5,00,000	5,00,000	5,00,000	5,00,000	5,00,000
6	Reserves and surplus	(4,95,615)	(3,93,790)	(3,73,079)	(3,17,002)	(3,01,885)
7	Net worth	4,385	1,06,210	1,26,921	1,82,998	1,98,115
8	Basic earnings per share	(2.04)	(0.41)	(1.12)	(0.03)	(0.01)
9	Diluted earnings per share	(2.04)	(0.41)	(1.12)	(0.03)	(0.01)
10	Return on net worth ¹	NA	NA	NA	NA	NA
11	Net asset value per share ²	0.00	0.21	0.25	0.36	0.40

¹The Company has no operations and hence Return on net worth is negative; ²The assets are yet to be transferred to the company.

RISK FACTORS

1. HPIL as of now is a company with no business operations/ assets of its own. Any delay in the transfer of assets from the Transferor Company to HPIL might have an adverse effect on the business and profitability of the Company.
2. HPIL is proposed to be in the business of real estate and related activities and hence, political instability or a change in economic liberalization and policy changes could seriously harm business and economic conditions in India generally and our business in particular.
3. Any downturns or disruptions in the financial markets could reduce transaction volumes, and could cause a decline in the business and impact our profitability.
4. The Company might be required to obtain approvals for the proposed operations and any failure to obtain licenses and approvals could adversely affect the business, financial condition and results of operations.
5. If the Indian real estate market weakens leading to a slowdown in construction activities, the company's business, financial condition and results of operations may be adversely affected.

SUMMARY OF OUTSTANDING LITIGATIONS, CLAIMS AND REGULATORY ACTION


- A. Total number of outstanding litigations (Criminal matters, Civil matters including consumer cases, Direct tax matters, indirect tax matters and regulatory matters) against HPIL and amount involved - **NIL**
- B. Brief details of the top five material outstanding litigations against HPIL - **NIL**
- C. Regulatory Action, if any - disciplinary action taken by SEBI or Stock Exchanges in India against the Promoters / Group companies of HPIL in last 5 financial years including outstanding action, are as follows - **Not Applicable**
- D. Outstanding criminal proceedings against Promoters of HPIL - **NIL**

DECLARATION BY HPIL

We hereby declare that all applicable provisions of the format of an abridged prospectus as set out in part D of Schedule VIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended, have been complied with. We further certify that all statements with respect to us in this Abridged Prospectus are true and correct.

For HEMISPHERE PROPERTIES INDIA LTD.


Authorised Signatory
Saurabh Kumar Tiwari
Chairman & Managing Director


(Apeksha A. Munwane)
Authorised Signatory



S.R. BATLIBOI & ASSOCIATES LLP
Chartered Accountants

14th Floor, The Ruby
29 Senapati Bapat Marg
Dadar (West)
Mumbai - 400 028, India
Tel : +91 22 6192 0000
Fax : +91 22 6192 1000

Accountant's Report on Compilation of Unaudited Financial Information

Compilation report to
The Board of Directors
Tata Communications Limited

On the basis of accounting records and other information and explanations provided to us, we have compiled the unaudited Balance Sheet of Tata Communications Limited (the "Company") as at December 31, 2017 and the related Statement of Profit and Loss, Other Comprehensive Income, Condensed Cash Flow Statement and the Statement of Changes in Equity for the nine months period ended December 31, 2017 and other explanatory information, together referred to as "the financial information".

The management of the Company is responsible for:

- Accuracy and completeness of the underlying data and complete disclosure of all material and relevant information to the accountant;
- Maintaining adequate accounting and other records and internal controls and selecting and applying appropriate accounting policies;
- Preparation and presentation of the financial information, in accordance with the applicable laws and regulations;
- Establishing controls to safeguard the assets of the Company and preventing and detecting frauds, errors or other irregularities;
- Establishing controls for ensuring that the activities of the Company are carried out in accordance with applicable laws and regulations and preventing and detecting any non compliance.

The compilation engagement was carried out by us in accordance with the Standard on Related Service (SRS 4410), "Engagements to Compile Financial Information," issued by the Institute of Chartered Accountants of India.

The financial information are in agreement with the books of account. We have not audited or reviewed this financial information and accordingly express no opinion thereon.

For S.R. Batliboi & Associates LLP
ICAI Firm registration number: 101049W/E300004
Chartered Accountants


per Hormuz Master
Partner
Membership No.: 110797



Place: Mumbai
Date: March 29, 2018

TATA COMMUNICATIONS LIMITED BALANCE SHEET AS AT 31 DECEMBER 2017			
		₹ in crores	
Particulars	Note	As at 31 December 2017 (Unaudited)	As at 31 March 2017 (Audited)
A ASSETS			
(1) Non-current assets			
(a) Property, plant and equipment	4	3,438.03	3,392.51
(b) Capital work-in-progress		415.81	431.19
(c) Investment property	5	241.37	243.33
(d) Other intangible assets	6	388.33	361.10
(e) Intangible assets under development		52.42	65.29
(f) Financial assets			
(i) Investments	7A	4,048.57	4,566.92
(ii) Loans	8	-	0.12
(iii) Other financial assets	9A	103.70	298.31
(g) Deferred tax assets (net)		147.80	92.50
(h) Advance tax (net)		1,567.81	1,406.31
(i) Other non-current assets	10A	251.25	250.44
Total non-current assets		10,655.09	11,108.02
(2) Current assets			
(a) Inventories		39.59	14.83
(b) Financial assets			
(i) Other investments	7B	121.26	799.30
(ii) Trade receivables	11	1,351.06	806.98
(iii) Cash and cash equivalents	12	95.89	86.93
(iv) Bank balances other than (iii) above	13	15.98	14.86
(v) Other financial assets	9B	154.20	118.61
(c) Other current assets	10B	107.48	192.43
		1,885.46	2,033.94
Assets classified as held for sale	14	2.77	3.32
Total current assets		1,888.23	2,037.26
Total assets		12,543.32	13,145.28
B EQUITY AND LIABILITIES			
(1) Equity			
(a) Equity share capital	15	285.00	285.00
(b) Other equity	16	8,321.06	8,970.21
Total equity		8,606.06	9,255.21
(2) Non-current liabilities			
(a) Financial liabilities			
(i) Borrowings	17A	155.00	155.00
(ii) Other financial liabilities	18A	26.16	42.70
(b) Provisions	19A	228.98	228.74
(c) Other non-current liabilities	20A	437.37	439.97
Total non-current liabilities		847.51	866.41
(3) Current liabilities			
(a) Financial liabilities			
(i) Borrowings	17B	390.99	582.25
(ii) Trade payables	21	1,273.41	1,174.15
(iii) Other financial liabilities	18B	575.73	506.95
(b) Provisions	19B	32.92	32.15
(c) Current tax liability (net)		356.20	255.47
(d) Other current liabilities	20B	460.50	472.69
Total current liabilities		3,089.75	3,023.66
Total equity and liabilities		12,543.32	13,145.28
For Tata Communications Limited			
PRATIBHA K. ADVANI Chief Financial Officer			
Mumbai Date: 29 March 2018			

TATA COMMUNICATIONS LIMITED				
STATEMENT OF PROFIT AND LOSS FOR THE PERIOD ENDED 31 DECEMBER 2017				
₹ in crores				
Particulars	Note	For the nine months period ended 31 December 2017 (Unaudited)	For the nine months period ended 31 December 2016 (Unaudited)	For the year ended 31 March 2017 (Audited)
INCOME				
I Revenue from telecommunications services	22	3,811.47	3,787.66	5,068.15
II Other income		205.65	597.17	(16.91)
III Total income (I + II)		4,017.12	4,384.83	5,051.24
EXPENSES				
Network and transmission	23	1,415.38	1,441.74	1,923.39
Employee benefits	24	656.31	567.56	757.09
Operating and other expenses	25	896.24	838.01	1,194.48
Finance cost	26	31.42	23.43	30.68
Depreciation and amortisation	4,5,6	592.16	567.02	764.58
Total expenses		3,591.51	3,437.76	4,670.22
V Profit before exceptional items and taxes (III-IV)		425.61	947.07	381.02
VI Exceptional items				
Net gain on sale of partial interest in subsidiary	27(a)	-	1,706.67	1,696.22
Provision for contractual obligation	27(b)	(185.59)	-	(872.01)
Provision for contingencies	27(c)	(15.44)	-	-
Staff cost optimisation	27(d)	-	-	(0.39)
VII Profit before tax (V+VI)		224.58	2,653.74	1,204.84
VIII Tax expense				
(a) Current tax		199.26	645.35	602.50
(b) Deferred tax - (credit)/ charge		(50.02)	53.70	(87.49)
IX Profit for the period/ year (VII - VIII)		75.34	1,954.69	689.83
X Other comprehensive income				
a. Items that will not be reclassified to profit or loss				
(i) Remeasurement of the defined benefit plans		(8.75)	(39.56)	(33.15)
(ii) Equity instruments through other comprehensive income	28(a)	(516.12)	(166.71)	(166.23)
b. Income tax relating to items that will not be reclassified to profit or loss		6.19	13.69	11.36
Total other comprehensive income (a+b)		(518.68)	(192.58)	(188.02)
XI Total comprehensive income for the period/ year (IX+X)		(443.34)	1,762.11	501.81
XII Earnings per equity share				
Number of equity shares with face value of ₹ 10 each (in crores)		28.50	28.50	28.50
Basic/ Diluted (in ₹)		2.64	68.59	24.20
For Tata Communications Limited				
PRATIBHA K. ADVANI Chief Financial Officer				
Mumbai Date: 29 March 2018				

TATA COMMUNICATIONS LIMITED
STATEMENT OF CHANGES IN EQUITY FOR THE PERIOD ENDED 31 DECEMBER 17

A. Equity share capital

Particulars	No. of shares	Amount
Balance as at 31 March 2016 (Audited)	285,000,000	285.00
Changes in equity share capital during the year	-	-
Balance as at 31 March 2017 (Audited)	285,000,000	285.00
Changes in equity share capital during the period	-	-
Balance as at 31 December 2017 (Unaudited)	285,000,000	285.00

B. Other equity

Particulars	Reserve and surplus				Items of other comprehensive income			Total
	Capital reserve	Securities premium	General reserve	Debenture redemption reserve	Retained earnings	Remeasurement of the defined benefit plans	Equity instrument through other comprehensive income	
Balance as at 31 March 2016 (Audited)	206.06	725.01	5,342.00	38.75	2,557.59	(8.97)	(249.70)	8,610.74
Profit for the year	-	-	-	-	689.83	-	-	689.83
Other comprehensive income/(loss)	-	-	-	-	-	(33.15)	(166.23)	(199.38)
Tax impact on other comprehensive income/(loss)	-	-	-	-	-	11.47	(0.11)	11.36
Total comprehensive income/(loss)	-	-	-	-	689.83	(21.68)	(166.34)	501.81
Dividend paid (including dividend tax)	-	-	-	-	(147.50)	-	-	(147.50)
Dividend tax credit in respect of earlier year	-	-	-	-	5.16	-	-	5.16
Balance as at 31 March 2017 (Audited)	206.06	725.01	5,342.00	38.75	3,105.08	(30.65)	(416.04)	8,970.21
Profit for the period	-	-	-	-	75.34	-	-	75.34
Other comprehensive income/(loss)	-	-	-	-	-	(8.75)	(516.12)	(524.87)
Tax impact on other comprehensive income/(loss)	-	-	-	-	-	3.93	2.26	6.19
Total comprehensive income/(loss)	-	-	-	-	75.34	(4.82)	(513.86)	(443.34)
Dividend paid (including dividend tax)	-	-	-	-	(205.81)	-	-	(205.81)
Balance as at 31 December 2017 (Unaudited)	206.06	725.01	5,342.00	38.75	2,974.61	(35.47)	(929.90)	8,321.06

For Tata Communications Limited

PRATIBHA K. ADVANI
Chief Financial Officer

Mumbai
Date: 29 March 2018

TATA COMMUNICATIONS LIMITED
CONDENSED CASH FLOW STATEMENT FOR THE PERIOD ENDED 31 DECEMBER 2017

₹ in crores

Particulars		For the nine months period ended 31 December 2017 (Unaudited)	For the nine months period ended 31 December 2016 (Unaudited)	For the year ended 31 March 2017 (Audited)
A	Net cash from operating activities	188.15	610.33	970.93
B	Net cash from / (used in) investing activities	234.32	(509.03)	(864.51)
C	Net cash used in financing activities	(413.51)	(96.90)	(90.35)
	Net increase in cash and cash equivalents (A+B+C)	8.96	4.40	16.07
	Cash and cash equivalents at the beginning of the period/ year	86.93	70.86	70.86
	Cash and cash equivalents at the end of the period/ year	95.89	75.26	86.93
For Tata Communciations Limited				
<p>PRATIBHA K. ADVANI Chief Financial Officer</p> <p>Mumbai Date: 29 March 2018</p>				

TATA COMMUNICATIONS LIMITED
NOTES FORMING PART OF THE FINANCIAL INFORMATION

1. Corporate information

TATA Communications Limited (the "Company") was incorporated on 19 March 1986. The Government of India vide its letter No. G-25015/6/86OC dated 27 March 1986, transferred all assets and liabilities of the Overseas Communications Service ("OCS") (part of the Department of Telecommunications, Ministry of Communications) as appearing in the Balance sheet as at 31 March 1986 to the Company with effect from 1 April 1986. During the financial year 2007-08, the Company changed its name from Videsh Sanchar Nigam Limited to Tata Communications Limited and the fresh certificate of incorporation consequent upon the change of name was issued by the Registrar of Companies, Maharashtra on 28 January 2008.

The Company is domiciled in India and its registered office is at VSB, Mahatma Gandhi Road, Fort, Mumbai – 400 001.

The Company offers international and national voice and data transmission services, selling and leasing of bandwidth on undersea cable systems, internet connectivity services and other value-added services comprising unified conferencing and collaboration services, managed hosting, mobile global roaming and signalling services, transponder lease, television uplinking and other services.

2. Basis of preparation

The Balance Sheet as at 31 December 2017, the Statement of Profit and Loss, including Other Comprehensive Income, the Condensed Cash Flow Statement, the Statement of Changes in Equity for the period from 1 April 2017 to 31 December 2017 and other explanatory notes ("financial information") represent the standalone financial information of the Company and have been prepared to comply, in all material respects, with Generally Accepted Accounting Principles in India.

The Company's management had previously issued its audited financial statements for the year ended 31 March 2017 ('Annual financial statements') on 4 May 2017 that were prepared in accordance with the Indian Accounting Standards (Ind AS), as notified under the Companies (Indian Accounting Standards) Rules, 2015, read with section 133 of the Companies Act, 2013. As part of approval process for demerger of surplus land with the National Company Law Tribunal ("NCLT"), the financial information as at 31 December 2017 and for the nine months period ended on that date, is proposed to be sent to the NCLT, creditors, shareholders and other statutory authorities, in accordance with the requirements of the Companies Act, 2013.

The financial results of the Company, for the nine months period ended 31 December 2017 and 31 December 2016, were reviewed and approved by the Board of Directors in its meeting dated 8 February 2018 and 23 January 2017, respectively.

These compiled financial information are not a complete set of financial statements prepared as per the requirements of the Companies Act, 2013 or the requirements of the Ind AS 34 "Interim Financial Reporting".

3. Significant accounting policies, accounting estimates, assumptions and judgements

The accounting policies, accounting estimates, assumptions and judgements adopted in the compilation of these financial information are consistent with those followed in the preparation of the Company's latest Annual financial statements.

TATA COMMUNICATIONS LIMITED
NOTES FORMING PART OF THE FINANCIAL INFORMATION

Note	FIXED ASSETS	GROSS BLOCK				ACCUMULATED DEPRECIATION/ AMORTISATION				NET BLOCK 31 December 2017		
		1 April 2017	Additions	Deductions	Other adjustments	31 December 2017	1 April 2017	Depreciation/ amortisation expense	Deductions		Other adjustments	
4	TANGIBLE FIXED ASSETS											
	LAND (FREEHOLD AND LEASEHOLD)	14.55 14.99	-	-	(0.01) (0.44)	14.54 14.55	0.02 0.02	-	-	-	0.02 0.02	
	LEASEHOLD IMPROVEMENT	1.01 0.72	2.71 0.29	-	-	3.72 1.01	0.76 0.72	0.22 0.04	-	-	0.98 0.76	
	BUILDING	316.53 372.74	3.99 1.15	-	(1.46) (57.33)	319.06 316.53	79.35 80.15	4.62 6.51	-	(0.04) (7.28)	83.93 79.35	
	PLANT AND MACHINERY	8,926.10 8,311.84	507.19 622.59	(11.82) (8.33)	-	9,421.47 8,926.10	5,906.32 5,304.29	459.06 609.07	(10.32) (7.04)	-	6,355.06 5,906.32	
	FURNITURE AND FIXTURES	139.44 136.45	6.72 3.58	(0.51) (0.59)	-	145.65 139.44	100.27 91.50	7.01 9.32	(0.39) (0.55)	-	106.89 100.27	
	OFFICE EQUIPMENT	80.34 68.44	1.27 11.93	-	-	81.61 80.34	56.56 50.04	4.50 6.55	-	-	61.06 56.56	
	COMPUTERS	393.68 383.43	20.84 16.23	(2.38) (5.98)	(0.07) -	412.07 393.68	336.36 318.90	18.13 23.41	(1.55) (5.95)	(0.06) -	352.88 336.36	
	MOTOR VEHICLES	0.90 0.34	0.30 0.56	-	-	1.20 0.90	0.40 0.34	0.07 0.06	-	-	0.47 0.50	
	TOTAL	9,872.55 9,288.95	543.02 656.33	(14.71) (14.96)	(1.54) (57.77)	10,399.32 9,872.55	6,480.04 5,845.96	493.61 654.96	(12.26) (13.60)	(0.10) (7.28)	6,961.29 6,480.04	
	5	INVESTMENT PROPERTY										
		LAND	0.53 0.54	-	-	(0.01) -	0.53 0.53	-	-	-	-	0.53 0.53
		BUILDING	284.27 231.50	-	-	1.46 52.77	285.73 284.27	41.47 31.91	3.38 3.97	-	0.04	44.89 41.47
		TOTAL	284.80 232.04	-	-	1.46 52.76	286.26 284.80	41.47 31.91	3.38 3.97	-	0.04 5.59	44.89 41.47
241.37 243.33												
6	OTHER INTANGIBLE ASSETS											
	SOFTWARE	650.87 555.02	83.87 100.88	-	(0.04) (5.03)	734.70 650.87	411.45 332.11	77.69 83.38	-	(0.04) (4.04)	489.10 411.45	
	INDEFEASIBLE RIGHT TO USE ASSETS	422.87 422.68	38.53 0.19	-	-	461.40 422.87	301.19 278.93	17.48 22.27	-	-	318.67 301.19	
	TOTAL	1,073.74 977.70	122.40 101.07	-	(0.04) (5.03)	1,196.10 1,073.74	712.64 611.04	95.17 105.65	-	(0.04) (4.05)	807.77 712.64	
		</										

Note: Figures in italics represent previous year numbers for the year ended 31 March 2017.

TATA COMMUNICATIONS LIMITED
NOTES FORMING PART OF THE FINANCIAL INFORMATION
Note 7. Investments

₹ in crores

Particulars	No of shares	As at 31 December 2017	No of shares	As at 31 March 2017
A. Non-current investments				
a. Investment (at cost)				
i. In subsidiaries - fully paid equity shares (Unquoted)				
Tata Communications Lanka Limited	13,661,422	7.41	13,661,422	7.41
Tata Communications International Pte. Ltd. *	191,102,862	2,521.15	191,102,862	2,521.15
Tata Communications Transformation Services Limited	500,000	0.50	500,000	0.50
Tata Communications Payment Solutions Limited	987,091,784	1,513.05	754,457,415	1,398.06
Tata Communications Collaboration Services Private Limited	20,000	0.02	20,000	0.02
		4,042.13		3,927.14
ii. In subsidiaries - fully paid preference shares (Unquoted)				
Tata Communications Payment Solutions Limited		-	355,000,000	114.99
		-		114.99
iii. In associates - fully paid shares (Unquoted)				
STT Global Data Centres India Private Limited - Equity shares	2,600	@	2,600	@
Smart ICT Services Private Limited (GIFT) - Preference shares	271,226	0.27	232,874	0.23
Smart ICT Services Private Limited (GIFT) - Equity shares	12,000	0.01	12,000	0.01
		0.28		0.24
Total (a)		4,042.41		4,042.37
b. Investment (at fair value through other comprehensive income)				
i. Fully paid equity shares (Unquoted)				
Tata Teleservices Ltd. *	598,213,926	-	439,863,622	515.53
Others	297,134	6.16	297,134	6.16
		6.16		521.69
ii. Fully paid equity shares (Quoted)				
Pendrell Corporation		-	680,373	2.86
		-		2.86
Total (b)		6.16		524.55
Total (a+b)		4,048.57		4,566.92
B. Current investments				
Investments at fair value through profit or loss (mutual funds)		121.26		799.30

* Equity investments on these companies are subject to certain restrictions on transfer as per the terms of individual contractual agreements

@ represent amount less than ₹ 50,000

TATA COMMUNICATIONS LIMITED
NOTES FORMING PART OF THE FINANCIAL INFORMATION

Note 8. Loans

₹ in crores

	Particulars	As at 31 December 2017	As at 31 March 2017
	Loan to related parties (Unsecured, considered good)	-	0.12
		-	0.12

Note 9. Other financial assets

₹ in crores

	Particulars	As at 31 December 2017	As at 31 March 2017
A.	Non-current		
	Pension contributions recoverable from Government of India (net)	7.44	7.44
	Advance for litigations - unsecured	8.16	1,058.00
	Less: Provision for contractual obligations	-	(872.01)
		8.16	185.99
	Guarantee fees receivable from subsidiaries	26.16	42.70
	Security deposits		
	(i) Unsecured, considered good	61.58	61.81
	(ii) Unsecured, considered doubtful	2.80	2.80
	Less: allowance for doubtful security deposits	(2.80)	(2.80)
		61.58	61.81
	Other advances /receivables - unsecured, considered good	0.36	0.37
	Total (A)	103.70	298.31
B.	Current		
	Interest receivable - unsecured, considered good	0.52	0.82
	Advances to employees - unsecured, considered good	0.04	0.05
	Guarantee fees receivable from subsidiaries	21.59	24.20
	Security deposits		
	(i) Unsecured, considered good	15.18	6.76
	(ii) Unsecured, considered doubtful	0.99	-
	Less: allowance for doubtful security deposits	(0.99)	-
		15.18	6.76
	Advances to related parties - unsecured, considered good	112.48	82.24
	<u>Other advances</u>		
	(i) Unsecured, considered good	4.39	4.54
	(ii) Unsecured, considered doubtful	0.85	0.85
	Less: allowance for doubtful advances	(0.85)	(0.85)
		4.39	4.54
	Total (B)	154.20	118.61
	Total (A + B)	257.90	416.92

TATA COMMUNICATIONS LIMITED
NOTES FORMING PART OF THE FINANCIAL INFORMATION

Note 10. Other assets		₹ in crores	
	Particulars	As at 31 December 2017	As at 31 March 2017
A.	Non-current		
	Amount paid under protest	25.61	25.58
	Prepaid expenses - unsecured, considered good	174.01	178.37
	License fees recoverable from Government of India	0.64	0.64
	Capital advances		
	(i) Unsecured, considered good	5.00	2.23
	(ii) Unsecured, considered doubtful	6.01	6.01
	Less: allowance for doubtful advances	(6.01)	(6.01)
		5.00	2.23
	Other advances /receivables		
	(i) Unsecured, considered good	45.99	43.62
	(ii) Unsecured, considered doubtful	0.09	0.09
	Less: allowance for doubtful advances	(0.09)	(0.09)
		45.99	43.62
	Total (A)	251.25	250.44
B.	Current		
	Prepaid expenses - unsecured, considered good	91.78	91.60
	Balance with government authorities - unsecured, considered good		
	Service tax recoverable (net)	-	76.70
	Others	0.01	0.01
	Advances to employees		
	(i) Unsecured, considered good	4.30	1.88
	(ii) Unsecured, considered doubtful	0.62	0.62
	Less: allowance for doubtful advances	(0.62)	(0.62)
		4.30	1.88
	Advance to contractors and vendors		
	(i) Unsecured, considered good	1.49	4.09
	(ii) Unsecured, considered doubtful	0.24	0.24
	Less: allowance for doubtful advances	(0.24)	(0.24)
		1.49	4.09
	Other advances	9.90	18.15
	Total (B)	107.48	192.43
	Total (A + B)	358.73	442.87

Note 11. Trade receivables		₹ in crores	
	Particulars	As at 31 December 2017	As at 31 March 2017
	Considered good	1,351.06	806.98
	Considered doubtful	244.72	210.06
		1,595.78	1,017.04
	Less: allowance for doubtful receivables	(244.72)	(210.06)
		1,351.06	806.98

TATA COMMUNICATIONS LIMITED
NOTES FORMING PART OF THE FINANCIAL INFORMATION

Note 12. Cash and cash equivalents

₹ in crores

	Particulars	As at 31 December 2017	As at 31 March 2017
	Cash on hand	0.02	0.05
	Cheques on hand	0.19	0.04
	Remittances in transit	-	4.23
	Current accounts with scheduled banks	85.88	72.61
	Deposit accounts with scheduled banks	9.80	10.00
		95.89	86.93

Note 13. Other bank balances

₹ in crores

	Particulars	As at 31 December 2017	As at 31 March 2017
	Unpaid dividend accounts	0.58	0.45
	Restricted bank balances	15.40	14.41
		15.98	14.86

Note 14. Assets classified as held for sale

₹ in crores

	Particulars	As at 31 December 2017	As at 31 March 2017
	Staff quarters	2.32	2.87
	Land at Guldhar Repeater Station	0.45	0.45
		2.77	3.32

Note 15. Equity share capital

₹ in crores

	Particulars	As at 31 December 2017	As at 31 March 2017
(a)	Authorised 400,000,000 (31 March 2017: 400,000,000) Equity shares of ₹ 10 each	400.00	400.00
(b)	Issued, subscribed and paid up 285,000,000 (31 March 2017: 285,000,000) Equity shares of ₹ 10 each, fully paid up	285.00	285.00

Note 16. Other equity

₹ in crores

	Particulars	As at 31 December 2017	As at 31 March 2017
(a)	Capital reserve	206.06	206.06
(b)	Debenture redemption reserve	38.75	38.75
(c)	Securities premium	725.01	725.01
(d)	General reserve	5,342.00	5,342.00
(e)	Retained earning	2,974.61	3,105.08
(f)	Other comprehensive income	(965.37)	(446.69)
		8,321.06	8,970.21

TATA COMMUNICATIONS LIMITED
NOTES FORMING PART OF THE FINANCIAL INFORMATION

Note 17. Borrowings

₹ in crores

	Particulars	As at 31 December 2017	As at 31 March 2017
A.	Non-current		
(a)	Secured debentures		
	Taxable rated non-convertible redeemable debentures		
	50, 11.25% rated debentures of face value ₹ 10 lakhs each	5.00	5.00
(b)	Unsecured debentures		
	Taxable rated non-convertible redeemable debentures		
	1,500, 9.85% rated debentures of face value ₹ 10 lakhs each	150.00	150.00
	Total (A)	155.00	155.00
B.	Current		
	Short term loan from bank (Unsecured)		
	Buyers' credit	390.99	582.25
	Total (B)	390.99	582.25
	Total (A + B)	545.99	737.25

Note 18. Other financial liabilities

₹ in crores

	Particulars	As at 31 December 2017	As at 31 March 2017
A.	Non-current		
	Obligation for financial guarantee	26.16	42.70
	Total (A)	26.16	42.70
B.	Current		
	Interest accrued but not due on loans from banks	8.81	11.82
	Licence fees payable	96.83	57.69
	Deposits from customers and contractors	41.38	43.07
	Government of India account	20.57	20.57
	Unpaid dividend	0.58	0.45
	Capital creditors	371.74	344.35
	Fair value of foreign exchange forward contract	13.17	2.95
	Obligation for financial guarantee	21.59	24.20
	Other liabilities	1.06	1.85
	Total (B)	575.73	506.95
	Total (A + B)	601.89	549.65

Note 19. Provisions

₹ in crores

	Particulars	As at 31 December 2017	As at 31 March 2017
A.	Non-current		
	Provisions for employee benefits		
	Provision for compensated absences	74.12	67.46
	Provision for post employment medical benefits	116.47	113.72
	Provision for pension	33.81	31.59
	Provision for gratuity	0.84	6.45
	Provision for contingencies	3.74	9.52
	Total (A)	228.98	228.74
B.	Current		
	Provision for employee benefits		
	Provision for compensated absences	7.35	6.58
	Provision for others	25.57	25.57
	Total (B)	32.92	32.15
	Total (A + B)	261.90	260.89

TATA COMMUNICATIONS LIMITED
NOTES FORMING PART OF THE FINANCIAL INFORMATION

Note 20. Other liabilities

₹ in crores

	Particulars	As at 31 December 2017	As at 31 March 2017
A.	Non-current		
	Deferred revenue	421.07	412.73
	Accrued employee benefits	16.30	27.24
	Total (A)	437.37	439.97
B.	Current		
	Deferred revenues and advance received from customers	177.19	316.50
	Network and transmission expenses payable	17.04	7.40
	Accrued payroll	155.02	121.24
	Statutory liabilities		
	TDS payable	18.21	13.65
	Others	20.86	-
	Other liabilities	72.18	13.90
	Total (B)	460.50	472.69
	Total (A + B)	897.87	912.66

Note 21. Trade payables

₹ in crores

	As at 31 December 2017	As at 31 March 2017
Creditors for goods and services	1,272.54	1,173.14
Other payables	0.87	1.01
	1,273.41	1,174.15

TATA COMMUNICATIONS LIMITED
NOTES FORMING PART OF THE FINANCIAL INFORMATION

Note 22. Other income ₹ in crores

Particulars	For the nine months period ended 31 December 2017	For the nine months period ended 31 December 2016	For the year ended 31 March 2017
Interest Income on financial assets carried at amortised cost			
(i) Bank deposits	0.85	1.16	1.42
(ii) Interest on non-convertible debentures from investment in subsidiary	-	19.01	19.01
(ii) Others	31.64	34.13	51.84
Dividend income from investment carried at cost	34.53	25.27	25.27
Gain on investments carried at fair value through profit or loss (net)	27.57	49.85	61.73
Gain on disposal of property, plant and equipment (net)	3.66	1.37	(0.18)
Rent	97.13	79.91	111.18
Foreign exchange (loss) (net)	(45.03)	(4.83)	(0.89)
Provisions/ liabilities no longer required - written back	-	-	11.43
Interest on income tax refund	3.93	5.29	16.11
Fair value gain on investments in subsidiary (net)	-	282.88	(446.47)
Guarantee income from subsidiaries	21.45	27.41	37.52
Shared service fees from subsidiaries/associate	15.24	64.83	85.08
Others	14.68	10.89	10.04
	205.65	597.17	(16.91)

Note 23. Network and transmission ₹ in crores

Particulars	For the nine months period ended 31 December 2017	For the nine months period ended 31 December 2016	For the year ended 31 March 2017
Charges for use of transmission facilities	1,236.11	1,277.47	1,693.78
Royalty and license fee to Department of Telecommunications	143.90	140.32	195.50
Rent of landline and satellite channels	35.37	23.95	34.11
	1,415.38	1,441.74	1,923.39

Note 24. Employee benefits ₹ in crores

Particulars	For the nine months period ended 31 December 2017	For the nine months period ended 31 December 2016	For the year ended 31 March 2017
Salaries and related costs	601.56	513.26	684.81
Contributions to provident, gratuity and other funds	25.99	22.87	30.65
Staff welfare expenses	28.76	31.43	41.63
	656.31	567.56	757.09

Note 25. Operating and other expenses

₹ in crores

Particulars	For the nine months period ended 31 December 2017	For the nine months period ended 31 December 2016	For the year ended 31 March 2017
Consumption of stores	0.12	-	0.09
Light and power (net of recoveries)	77.28	74.04	100.29
Repairs and maintenance:			
- Buildings	20.91	22.00	32.91
- Plant and machinery	260.83	273.15	351.86
- Others	0.29	(0.45)	0.52
Allowance for doubtful trade receivables	34.65	9.77	7.51
Allowance for doubtful advances	0.99	0.34	(0.08)
Rent	55.63	43.09	60.50
Rates and taxes	6.74	11.06	9.42
Travelling	23.04	24.69	31.48
Telephone	5.07	10.15	15.34
Printing, postage and stationery	2.45	2.60	3.61
Legal and professional fees	56.17	24.25	110.87
Advertising and publicity	21.20	20.80	32.04
Commissions	15.88	16.73	23.48
Services rendered by agencies	206.82	203.31	270.66
Insurance	4.84	4.76	6.37
Corporate social responsibility expenditure	7.35	10.86	14.66
Other expenses	95.98	86.86	122.95
	896.24	838.01	1,194.48

Note 26. Finance costs

₹ in crores

Particulars	For the nine months period ended 31 December 2017	For the nine months period ended 31 December 2016	For the year ended 31 March 2017
Interest on loans	6.58	8.42	10.48
Interest on debentures	11.56	11.56	15.34
Other interest	13.24	11.57	16.90
Less: Interest capitalised	0.04	(8.12)	(12.04)
	31.42	23.43	30.68

TATA COMMUNICATIONS LIMITED
NOTES FORMING PART OF THE FINANCIAL INFORMATION

27. Exceptional items

- a) During the year ended 31 March 2017, the Company had completed sale of 74% shareholding in Tata Communications Data Centers Private Limited ("TCDC") to Singapore Technologies Telemedia ("ST Telemedia") for a cash consideration of ₹ 1,796.78 crores resulting into a gain on sale of ₹ 1,696.22 crores. The Company has considered the remaining investment to be an investment in associate as it retains an equity share exceeding 20% with a right to appoint two directors on their Board. In April 2017, the name of TCDC was changed to STT Global Data Centers India Private Limited.
- b) During the year ended 31 March 2017, as per the contractual obligation under the inter-se agreement, the Company paid an advance of ₹ 1,058.00 crores to Tata Sons Limited, towards its share of NTT Docomo arbitration award, against which the Company provided ₹ 872.01 crores during the year ended 31 March 2017, as per the Delhi High Court order dated 28 April 2017. During the nine months period ended 31 December 2017, the Company has made an additional provision of ₹ 185.59 crores. Further, during the current period, Tata Sons Limited settled the advances, the Company recorded 158,350,304 equity shares at its fair value of ₹ Nil and recognised net interest income of ₹ 29.72 crores.
- c) During the nine months period ended 31 December 2017, the Company has provided ₹ 15.44 crores as provision for contingencies, for certain legal matters that have attained finality based on the judgment of respective court.
- d) During the year ended 31 March 2017, as part of its initiative to enhance the long-term efficiency of the business, the Company undertook organisational changes to align to the Company current and prospective business requirements. These changes involved certain positions in the Company becoming redundant and the Company incurred one-time charge of ₹ 0.39 crores.

28. Significant transactions/ new developments

- a) The Company has investment in the equity shares of Tata Teleservices Limited ("TTSL") which is recognised at fair value through other comprehensive income. Based on the recent developments in TTSL, the Company has recognised a loss of ₹ 515.53 crores in other comprehensive income during the nine months period ended 31 December 2017.
- b) The Company is in exploratory discussions with TTSL and Tata Teleservices (Maharashtra) Limited regarding the potential acquisition of its enterprise business which has been communicated to the stock exchanges on 12 October 2017.
- c) In 2002, the Government of India conducted a disinvestment of its 25% shareholding in the Company, then known as Videsh Sanchar Nigam Ltd, wherein the terms of the bid required the bidders to take into account value of the lands that would remain with the Company and to exclude the value of certain surplus lands of the Company. Upon Panatone Finvest Limited

TATA COMMUNICATIONS LIMITED
NOTES FORMING PART OF THE FINANCIAL INFORMATION

("Panatone") emerging as the successful bidder in the disinvestment process, a Shareholders' Agreement (SHA) and Share Purchase Agreement (SPA) were entered between Government of India, and amongst others, Panatone. Pursuant thereto, in order to give effect to the terms and conditions of the SPA and SHA which, *inter alia*, required such surplus lands to be hived off or demerged into a separate company, the Company filed the Scheme of Arrangement and Reconstruction (the "Scheme") with Hemisphere Properties India Limited ("HPIL") for the transfer of surplus lands with BSE Ltd ("BSE") and National Stock Exchange of India Ltd ("NSE") on December 22, 2017. The Company has received Observation Letters / No Objection Letters from BSE and NSE dated February 27, 2018 and February 28, 2018 respectively which do not contain any adverse remarks.

The Scheme is subject to the approval of shareholders and statutory authorities including the NCLT and Ministry of Corporate Affairs.

HEMISPHERE PROPERTIES INDIA LIMITED**BALANCE SHEET AS AT 31ST DECEMBER, 2017**

	NOTE NO.	AS AT 31.12.2017	Amount in INR AS AT 31.03.2017
A. EQUITY AND LIABILITIES			
1) Shareholders' Funds			
a) Share Capital	2	500,000	500,000
b) Reserves and Surplus	3	(738,800)	(495,615)
		<u>(238,800)</u>	<u>4,385</u>
2) Non-Current Liabilities			
Long Term Borrowings	4	10,000,000	10,000,000
		<u>10,000,000</u>	<u>10,000,000</u>
3) Current Liabilities			
Other Current Liabilities	5	2,000,000	1,623,000
		<u>2,000,000</u>	<u>1,623,000</u>
TOTAL		<u><u>11,761,200</u></u>	<u><u>11,627,385</u></u>
B. ASSETS			
1) Non-current Assets			
(a) Fixed assets			
Intangible Assets			
(i) Capital work-in-progress	6	5,550,000	3,900,000
		<u>5,550,000</u>	<u>3,900,000</u>
2) Current Assets			
a) Cash and Bank Balance	7	5,823,041	7,484,913
b) Short Term Loans and Advances	8	388,159	242,472
		<u>6,211,200</u>	<u>7,727,385</u>
TOTAL		<u><u>11,761,200</u></u>	<u><u>11,627,385</u></u>

Significant Accounting Policies 1

AUDITORS' REPORT

Compiled from Books of Accounts Produced before us

For AEPN & Associates

Chartered Accountants

FRN: 05842N

CA. Anil Eashpuniyani

Partner

M NO : 096313

Place : New Delhi.

Date : 02-04-2018

For and on behalf of the Board of Directors
Hemisphere Properties India LimitedShiba P. Mohapatra
DIRECTOR

DIN: 06748009

Saurabh Kumar Tiwari
Chairman cum
Managing
Director
DIN: 03606497

HEMISPHERE PROPERTIES INDIA LIMITED

STATEMENT OF PROFIT AND LOSS FOR THE PERIOD ENDED 31ST DECEMBER, 2017

	NOTE NO.	Period ended 31.12.2017	Amount in INR Year ended 31.03.2017
CONTINUING OPERATIONS			
1. a) Revenue from Operations		-	-
b) Other Income	9	289,246	588,125
Total		289,246	588,125
2. Expenses			
a) Finance Cost	10	375,000	500,000
b) Other Admn. & Misc. Expenses	11	157,431	189,950
Total		532,431	689,950
3. Profit / (Loss) Before Tax (1-2)		(243,185)	(101,825)
4. Tax Expenses			
Current Tax		-	-
Deferred Tax		-	-
5. Profit/ (Loss) for the period		(243,185)	(101,825)
6. Earning Per Equity Share	12		
1) Basic		(4.86)	(2.04)
2) Diluted		(4.86)	(2.04)
Significant Accounting Policies	1		

Compiled from Books of Accounts Produced before us

For AEPN & Associates

Chartered Accountants

FRN: 05842N

CA. Anil Eashpuniyani

Partner

M NO : 096313

Place : New Delhi.

Date : 02-04-2018

For and on behalf of the Board of Directors

Hemisphere Properties India Limited

Shiba P. Mohapatra

DIRECTOR

DIN: 06748009

Saurabh Kumar Tiwari

Chairman cum

Managing

Director

DIN: 03606497

HEMISPHERE PROPERTIES INDIA LIMITED

NOTES TO FINANCIAL STATEMENTS AS AT 31ST DECEMBER, 2017

	AS AT 31.12.2017	AS AT 31.03.2017
2 SHARE CAPITAL		
Equity		
Authorised Capital		
2,50,000 (Pr. Yr. 2,50,000) Equity Shares of Rs. 10/- each	<u>2,500,000</u>	<u>2,500,000</u>
Issued, Subscribed and fully Paid up		
50,000 (Pr. Yr. 50,000) Equity Shares of Rs. 10/- each	<u>500,000</u>	<u>500,000</u>
	<u>500,000</u>	<u>500,000</u>

a) The Reconciliation of the number of shares outstanding and the amount of share capital

	AS AT DECEMBER 31, 2017		AS AT MARCH 31, 2017	
	No.s	Amt.(INR)	No.s	Amt.(INR)
EQUITY SHARES				
Number of shares at the beginning of the year	50,000	500,000	50,000	500,000
Add : Shares allotted during the year	-	-	-	-
Number of shares at the end of the year	<u>50,000</u>	<u>500,000</u>	<u>50,000</u>	<u>500,000</u>

- b) Equity Shares:** The Company has one class of equity shares having a par value of Rs.10 per share. Each shareholder is eligible for one vote per share held. The dividend proposed by Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting, except in case of interim dividend. The paid up equity share of the company rank parri passu in all respects including dividend. In the event of liquidation, the equity shareholders are eligible to receive the remaining assets of the Company after distribution of all preferential amounts in proportion to their shareholding.

c) Details of shareholders holding more than 5% shares in the company

	AS AT DECEMBER 31, 2017		AS AT MARCH 31, 2017	
	No.s	Holding %	No.s	Holding %
Panatone Finvest Limited	24,440	48.88%	24,440	48.88%
The President of India (Through Department of Telecom.)	<u>25,560</u>	<u>51.12%</u>	<u>25,560</u>	<u>51.12%</u>

3 RESERVE & SURPLUS

Statement of Profit and Loss		
Balance as per Last Balance Sheet	(495,615)	(393,790)
Add: Profit/(Loss) for Current Year	(243,185)	(101,825)
	<u>(738,800)</u>	<u>(495,615)</u>

HEMISPHERE PROPERTIES INDIA LIMITED

NOTES TO FINANCIAL STATEMENTS AS AT 31ST DECEMBER, 2017

	AS AT 31.12.2017	(Amount in INR) AS AT 31.03.2017
4 NON-CURRENT LIABILITIES		
Long Term Borrowings		
Unsecured Loan from GOI	10,000,000	10,000,000
	<u>10,000,000</u>	<u>10,000,000</u>

Note: The loan from Govt. of India has been received vide sanction memo dated 31st March 2015 of Department of Telecom, Ministry of Communication & IT, GOI, the terms and condition of the loan are as agreed by the Ministry of Finance. The intimation of such terms & conditions are pending to be received from the Ministry of Finance.

The Company has availed a loan amounting to Rs. 1 Crore from Govt. of India, to meet start-up costs that includes day to day administrative and incidental expenditure for acquisition of land and the government has been requested to provide soft loan on the following terms & conditions:-

- (i) Moratorium towards re-payment may be allowed for 5 years from the date of drawal of loan or finalization of sale proceed of land, whichever is earlier.
- (ii) There may not be any pre-payment penalty clause.
- (iii) Loan may be provided at nominal rate of simple interest @ 5% p.a.
- (iv) The company may be allowed to repay the loan after a moratorium period of 5 years in 5 equal yearly installments.
- (v) Interest may be calculated on Half yearly basis.

Pending finalization of terms & conditions of the loan by the Government (Ministry of Finance), HPIL has given an undertaking to the Government that the Company shall abide by the terms & conditions imposed by the Ministry of Finance and accordingly provision of interest liabilities has been made in the accounts at nominal rate of simple interest @ 5% p.a.

	AS AT 31.12.2017	AS AT 31.03.2017
5 OTHER CURRENT LIABILITIES		
a) Audit Fee Payable	-	23,000
b) Security Deposit	600,000	600,000
c) Accrued Interest on Loan from GOI but yet not due	1,375,000	1,000,000
d) Legal Expenses Payable	10,000	-
e) Statutory Dues - (Tax Deducted at Source)	6,000	-
f) Other Expenses Payable	9,000	-
	<u>2,000,000</u>	<u>1,623,000</u>
6 CAPITAL WORK IN PROGRESS		
Legal Expenses	5,550,000	3,900,000
	<u>5,550,000</u>	<u>3,900,000</u>

(Note: Legal Expenses incurred for due diligence of regarding titles, land use of hiving of surplus land in favour of HPIL)

Subsequent to the acquisition of 51.12% shares in HPIL, the Department of Telecommunications has provided loan to the Company for appointing consulting firm having expertise in handling Company law matters, legal, land revenue and taxation affairs. The consulting firm has to do due diligence regarding title, change of land use and all other preparatory steps needed for finalization of the Scheme of Arrangement to enable hiving off of the Surplus Land from M/s VSNL (now M/s TCL) to M/s HPIL. Apart from these, the Company has to pay Stamp Duty fee for transfer of surplus land from M/s TCL to HPIL. Pending equity infusion and availability of adequate funds under the appropriate Head of Account, expenditure incurred on stamp duty and payment towards legal consultant has been classified under the head "Capital Work-in-Progress".

HEMISPHERE PROPERTIES INDIA LIMITED

NOTES TO FINANCIAL STATEMENTS AS AT 31ST DECEMBER, 2017

	AS AT 31.12.2017	AS AT 31.03.2017
7 a) Cash on hand		
b) Balances with Scheduled Banks		
On Short Term Deposit	5,736,713	7,424,739
On Current Bank Account	86,328	60,174
	<u>5,823,041</u>	<u>7,484,913</u>
8 SHORT TERM, LOANS AND ADVANCES		
Accrued Interest on Short Term Deposits	98,627	-
TDS Receivables	271,982	242,472
GST Recoverable	9,000	-
Suspense Account (Information not Provided to us)	8,550	-
	<u>388,159</u>	<u>242,472</u>
	For Period Ending 12/31/2017	(Amount in INR) For Year Ending 3/31/2017
9 INCOME FROM OTHER SOURCES		
Interest Income	289,246	588,125
	<u>289,246</u>	<u>588,125</u>
10 FINANCE COST		
Interest on Loan from GOI	375,000	500,000
	<u>375,000</u>	<u>500,000</u>
11 OTHER ADMN. & MISC. EXPENSES		
Advertisement Expenses	4,090	-
Auditors' Remuneration	-	23,000
Legal & Professional Charges	125,750	22,000
Misc. Expenses	139	950
Printing & Stationery	18,960	6,000
Salary, Perks & Retainership	992	138,000
ROC Filing Fees	#####	-
Digital Signature Charges	#####	-
	<u>157,431</u>	<u>189,950</u>
12 Earning Per Share		
Profit/(Loss) after Tax as per statement of Profit & Loss	(243,185.00)	(101,825.00)
Profit/(Loss) attributable to equity shareholders	(243,185.00)	(101,825.00)
Weighted average number of Equity Shares	50,000	50,000
Basic/Diluted Earning Per Share in Rs.	(4.86)	(2.04)
Nominal Value of an Equity Share in Rs.	10.00	10.00

HEMISPHERE PROPERTIES INDIA LIMITED

CASH FLOW STATEMENT FOR THE PERIOD ENDED 31ST DECEMBER, 2017

	Period Ended 31/12/2017		Year Ended 31/03/2017	
A. CASH FLOW FROM OPERATING ACTIVITIES :				
Net profit before tax and extraordinary items		(243,185)		(101,825)
Adjustment for				
Finance Cost	375,000		500,000	
Interest income	(289,246)	85,754	(588,125)	(88,125)
Operating Profit before Working Capital Changes		(157,431)		(189,950)
Adjustment for :				
Short Term Loans and Advances	126,295		143,910	
Trade payables and other liabilities	377,000	503,295	(1,669,650)	(1,525,740)
Cash Generated From Operations		345,864		(1,715,690)
Less: Direct taxes paid		271,982	-	242,472
Net Cash From Operating Activities (A)		73,882		(1,958,162)
B. CASH FLOW FROM INVESTING ACTIVITIES :				
Capital work-in-progress		(1,650,000)		(1,800,000)
C. CASH FLOW FROM FINANCING ACTIVITIES				
Long Term Borrowings		-		-
Interest (Net)	(85,754)	(85,754)	88,125	88,125
		(85,754)		
Net Increase / (Decrease) in Cash and Cash Equivalents (A+B+C)		(1,661,872)		(3,670,037)
Cash and Bank Balance (Opening Balance)		7,484,913		11,154,950
Cash and Bank Balance (Closing Balance)		5,823,041		7,484,913

Note :

- i) The above cash flow statement has been prepared under the indirect method as set out in Accounting Standard (AS) - 3 on "Cash Flow Statement".
- ii) The previous year figures have been regrouped / rearranged wherever considered necessary.

Compiled from Books of Accounts Produced
For AEPN & Associates
Chartered Accountants
FRN: 05842N

**For and on behalf of the Board of Directors
Hemisphere Properties India Limited**

Shiba P. Mohapatra
Director

Saurabh Kumar Tiwari
Chairman cum
Managing
Director

DIN: 06748009

DIN: 03606497

CA. Anil Eashpuniyani
Partner
M NO : 096313
Place : New Delhi.
Date : 02-04-2018

1) SIGNIFICANT ACCOUNTING POLICIES (HEMISPHERE PROPERTIES INDIA LTD.) 31.12.17

a) Corporate Information

Hemisphere Properties India Limited (the Company) is a public company incorporated on 17th January, 2005 and has become Government Company from 18th March, 2014. The incorporation of the Company was pursuant to clause 7.10 of SPA and 4.7 of SHA executed on 13-02-2002 between Government of India and M/s Panatone Finvest Ltd & other Tata Group of Companies wherein the surplus land identified at the time of disinvestment of VSNL was to be demerged into the Company pursuant to a scheme of arrangement in terms of the provisions of Section 391 to 394 of the Companies Act. While 51.12% equity shares of the Company are owned by the Government of India through Department of Telecommunications, remaining equity shares are owned by M/s Panatone Finvest Limited.

b) Basis of Preparation

The financial statements have been prepared and presented under the historical cost convention on the accrual basis of accounting. These statements comply with the applicable Accounting Standards notified under section 133 of the Companies Act, 2013 (The Act) read with rule 7 of the Companies (Accounts) Rules 2014 and the provision of the act to the extent notified. The accounting policies have been consistently applied to the company unless otherwise stated.

All assets and liabilities have been classified as current or non-current as per the Company's normal operating cycle and other criteria set out in Schedule III to the Companies Act, 2013. Based on the nature of operations of the Company, the Company has ascertained its operating cycle as 12 months for the purpose of current/ non-current classification of all assets and liabilities.

c) Use of Estimates

The preparation of the financial statements is in conformity with Indian GAAP (Generally Accepted Accounting Principles) and requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities on the date of the financial statements. The estimates and assumptions made and applied in preparing the financial statements are based upon management's best knowledge of current events and actions as on the date of financial statements. However, due to uncertainties attached to the assumptions and estimates made, actual results could differ from those estimated. Any revision to accounting estimates is recognised prospectively in current and future periods.

d) Revenue Recognition

Revenue is recognized only when it can be reliably measured and it is reasonable to expect ultimate collection:

- 1
- 2 Interest income from parties and other claims/refunds are recognized when there is a reasonable certainty of ultimate collection on the ground of prudence.
- 3 Other items of income are recognised on accrual basis.

e) Fixed Assets

Tangible Fixed Assets are stated at cost of acquisition or construction (net of duties and taxes that are subsequently recoverable from the taxing authorities) less accumulated depreciation . All costs that are directly attributable to the acquisition and installation of fixed asset are capitalised and include borrowing costs directly attributable to construction or acquisition of qualifying tangible fixed assets.

f) Depreciation

Depreciation on tangible fixed assets is charged on pro-rata basis on the Written down method over the estimated useful lives of the asset as prescribed under Schedule II to the Companies Act, 2013. Depreciation on assets purchased / acquired during the year is charged from the date of addition/ purchase of the asset. Similarly, depreciation on assets sold/ discarded during the year is charged up on the sale/ discard of the assets.

g) Earning Per Share

Basic earnings per share is computed by dividing the profit / (loss) after tax (including the post tax effect of extraordinary items, if any) by the weighted average number of equity shares outstanding during the year. Diluted earnings per share is computed by dividing the profit / (loss) after tax (including the post tax effect of extraordinary items, if any) as adjusted for dividend, interest and other charges to expense or income relating to the dilutive potential equity shares, by the weighted average number of equity shares considered for deriving basic earnings per share and the weighted average number of equity shares which could have been issued on the conversion of all dilutive potential equity shares. Potential equity shares are deemed to be dilutive only if their conversion to equity shares would decrease the net profit per share from continuing ordinary operations. Potential dilutive equity shares are deemed to be converted as at the beginning of the period, unless they have been issued at a later date. The dilutive potential equity shares are adjusted for the proceeds receivable had the shares been actually issued at fair value (i.e. average market value of the outstanding shares). Dilutive potential equity shares are determined independently for each period presented. The number of equity shares and potentially dilutive equity shares are adjusted for share splits / reverse share splits and bonus shares, as appropriate.

h) **Taxes on Income**

Current tax is the amount of tax payable on the taxable income for the year as determined in accordance with the provisions of the Income Tax Act, 1961.

Minimum Alternate Tax (MAT) paid in accordance with the tax laws, which gives future economic benefits in the form of adjustment to future income tax liability, is considered as an asset if there is convincing evidence that the Company will pay normal income tax. Accordingly, MAT is recognised as an asset in the Balance Sheet when it is probable that future economic benefit associated with it will flow to the Company.

Deferred tax is recognised on timing differences, being the differences between the taxable income and the accounting income that originate in one period and are capable of reversal in one or more subsequent periods. Deferred tax is measured using the tax rates and the tax laws enacted or substantially enacted as at the reporting date. Deferred tax liabilities are recognised for all timing differences. Deferred tax assets in respect of unabsorbed depreciation and carry forward of losses are recognised only if there is virtual certainty that there will be sufficient future taxable income available to realize such assets. Deferred tax assets are recognised for timing differences of other items only to the extent that reasonable certainty exists that sufficient future taxable income will be available against which these can be realized. Deferred tax assets and liabilities are offset if such items relate to taxes on income levied by the same governing tax laws and the Company has a legally enforceable right for such set off. Deferred tax assets are reviewed at each Balance Sheet date for their realisability.

Income levied by the same governing tax laws and the Company has a legally enforceable right for such set off. Deferred tax assets are reviewed at each Balance Sheet date for their reliability.

i) **Borrowing Costs**

Borrowing costs include interest; amortization of ancillary costs incurred and exchange differences arising from foreign currency borrowings to the extent they are regarded as an adjustment to the interest cost. Costs in connection with the borrowing of funds to the extent not directly related to the acquisition of qualifying assets are charged to the Statement of Profit and Loss over the tenure of the loan. Borrowing costs, allocated to and utilized for qualifying assets, pertaining to the period from commencement of activities relating to construction/development of the qualifying asset upto the date of capitalization of such asset is added to the cost of the assets. Capitalization of borrowing costs is suspended and charged to the Statement of Profit and Loss during extended periods when active development activity on the qualifying assets is interrupted.

j) **CASH & CASH EQUIVALENTS**

Cash & Cash equivalents comprises cash at bank and on hand and short-term investments with an original maturity of three months or less.

k) **PROVISIONS, CONTINGENT LIABILITIES AND CONTINGENT ASSETS**
(i) **Provisions**

A provision is recognized when the Company has a present obligation as a result of past event, if it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of obligation.

(ii) **Contingent Liabilities**

Contingent Liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only on the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Company or a present obligation that arises from past events where it is either

(iii) **Contingent Assets**

Contingent Assets are neither recognised nor disclosed in the financial statements.

Compiled from Books of Accounts Produced

For AEPN & Associates
Chartered Accountants
FRN: 05842N

CA. Anil Eashpuniyani
Partner

For AEPN & Associates
Place : New Delhi.
FRN: 05842N

Date : 02-04-2018

For and on behalf of the Board of Directors
Hemisphere Properties India Ltd.

Shiba P. Mohapatra
Director

DIN: 06748009

Saurabh Kumar Tiwari
Chairman cum Managing Director

DIN: 03606497

C.P. (CAA)/1811/MB/2018

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH

C.P. (CAA)/1811/MB/2018

In the matter of Companies Act, 2013

AND

In the matter of Sections 230-232 of the
Companies Act, 2013 and other applicable
provisions of the Companies Act, 2013

AND

In the matter of Scheme of Arrangement
and Reconstruction among Tata
Communications Limited ("Transferor
Company") and Hemisphere Properties
India Limited ("Transferee Company")
and their respective shareholders and
creditors.

M/s. Tata Communications Limited,
CIN No: L64200MH1986PLC039266,
a company incorporated under the
provisions of Companies Act, 1956
having its registered office at VSB,
Mahatma Gandhi Road, Fort,
MUMBAI MH 400001

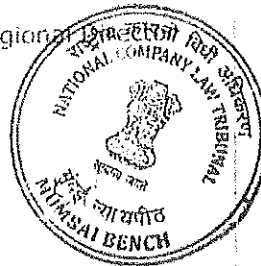
...Petitioner
(Transferor Company)

Ordered delivered on: 12.07.2018

Coram:
Hon'ble Bhaskara Pantula Mohan, Member (J)
Hon'ble V. Nallasenapathy, Member (T)

For the Petitioner:
Mr. Tapan Deshpande Advocate, Ms. Priya Patwa, Advocate – i/b
Cyril Amarchand Mangaldas – Advocates for the Petitioners.

For Regional Director:
Mr. Rakesh Tiwari, Joint Director in the office of Regional



Per: Bhaskara Pantula Mohan, Member (J)

ORDER

1. Heard the Learned Advocate for the Petitioner Company. No objector has come before this Hon'ble Tribunal to oppose the Scheme or to contravene averments made in the Petition. The Advocate for the Petitioner Company states that the Company Petition has been filed to seek sanction to the Scheme, pursuant to the provisions of Sections 230 - 232 and other relevant provisions of the Companies Act, 2013 ("2013 Act"). The Advocate for the Petitioner Company further states that the Transferee Company is a Government Company having its registered office in the State of National Capital Territory of Delhi. The Transferee Company has filed an application with the Central Government through the Ministry of Corporate Affairs, on 28th March, 2018 pursuant to provisions of Section 230-232 of the 2013 Act read with the Ministry of Corporate Affairs notifications G.S.R. 463 (E) dated 5th June, 2015 as amended by G.S.R. 582 (E) dated 13th June, 2017 seeking sanction to the Scheme.

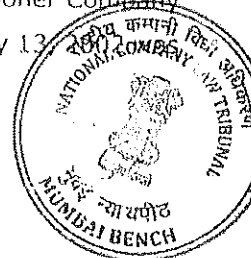
2. The Petitioner Company is primarily engaged in the business of among others, provision of international and national voice and data transmission services, selling and leasing of bandwidth on undersea cable systems, broadband services, and other value-added services comprising telepresence, managed hosting, mobile global roaming and signaling services, transponder lease, television up-linking and other services and owns vast tracts of land originally acquired for the purpose of use in telecom business of the Petitioner Company and its predecessor.

3. The Transferee Company is permitted to carry on the business of constructing, acquiring, developing, managing and dealing in properties in any other manner, where such properties are in nature of land and /or buildings, anywhere in India and if permitted by legislation, outside India as well. The equity shares of the Petitioner Company are listed on the Bombay Stock Exchange Limited (BSE) and the National Stock Exchange of India Limited (NSE).



The equity shares of the Transferee Company are not listed on any stock exchange. Presently, 51.12% of the shareholding of the Transferee Company is held by the Government of India, and 48.88% shareholding is held by Panatone Finvest Limited ("Panatone"). Thus, the Transferee Company is a 'government company', as defined under Section 2(45) of the Companies Act, 2013 and consequently public sector undertaking under Section 2(36A) of the Income Tax Act, 1961. The Learned Advocate for the Petitioner Company says that the proposed Scheme provides for the Demerger (as defined in the Scheme) by way of reconstruction and splitting up of the Petitioner Company by way of transfer of the Surplus Land of the Petitioner Company to the Transferee Company and consequent issue of the equity shares by the Transferee Company to the shareholders of the Petitioner Company as on the Record Date, followed by transfer of specified equity shares of the Transferee Company allotted to Panatone Group Companies (as defined in the Scheme) as set out in Clause 6 of the Scheme and various other matters consequential to or otherwise integrally connected with the above, in the manner provided for in the Scheme, pursuant to Sections 230 – 232, other relevant provisions of the 2013 Act and Explanation 5 to Section 2(19AA) of the Income Tax Act, 1961 and other relevant notifications and provisions of the Income Tax Act, 1961.

4. The background and rationale of the Scheme, as set out in the Scheme are: (a) In 2002, the Government of India conducted a disinvestment exercise in respect of 25% of its equity holding in the Petitioner Company wherein the terms of the bid for the disinvestment required the bidders to take into account the value of the lands which would remain with the Petitioner Company and to exclude the value of certain surplus lands of the Petitioner Company; (b) Panatone Finvest Limited (Panatone) was the successful bidder in this disinvestment process. Subsequently, the Share Purchase Agreement dated February 6, 2002 was executed between the Government of India and, amongst others, Panatone and the Petitioner Company ("SPA") for the sale of equity shares of the Petitioner Company to Panatone and a Shareholders' Agreement dated February 13,



also executed between the Government of India and, amongst others, Panatone ("SHA"); (c) Pursuant thereto, in order to give effect to the terms and conditions of the SPA and SHA which, inter alia, required such surplus lands to be hived off or demerged into a separate company under the Scheme of Arrangement, it is proposed to reconstruct and split up the Petitioner Company by way of transferring the Surplus Land (as defined in the Scheme of Arrangement) of the Petitioner Company (which ceased to be a public sector company as a result of the transactions contemplated under the SPA and SHA) to the Transferee Company, in lieu of which shareholders of the Petitioner Company as on the Record Date (as defined in the Scheme of Arrangement) shall be issued equity shares of the Transferee Company as set out in the Scheme; (d) In accordance with the terms of the said SPA, the SHA and the letter of offer issued by Panatone dated March 27, 2002 ("Letter of Offer"), Panatone is required to gift, sell or transfer, as the case may be, without further consideration, the shares of the Transferee Company, as allotted to Panatone under this scheme of arrangement and reconstruction to: (i) the Government of India, to the extent of 25% of the Transferee Company's issued shares; and (ii) the shareholders of the Petitioner Company who tendered equity shares to Panatone pursuant to the Letter of Offer, to the extent their tender was accepted by Panatone, but not exceeding the maximum extent of 20% of the total issued capital of the Transferee Company.

5. The Advocate for the Petitioner Company states that the Petitioner Company has complied with all the requirements as per the directions of this Tribunal and has filed necessary Affidavits of compliance in this Tribunal. Moreover, the Petitioner Company undertakes to comply with all the statutory requirements, if any, as required under the Act 2013 and the Rules made thereunder. The said undertaking is accepted.

6. The Regional Director has filed his Representation dated 11th July, 2018 *inter alia* raising certain observations to the Scheme in paragraph IV therein. The paragraph IV of the Representation is, for sake of ready reference, reproduced hereunder:



"IV. The observations of the Regional Director on the proposed Scheme to be considered by the Hon'ble NCLT are as under:-

- (a) The Petitioners under provisions of section 230(5) of the Companies Act, 2013 have to serve notices to concerned authorities which are likely to be affected by Compromise or Arrangement. Further, the approval of the scheme by this Hon'ble Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the scheme. The decision of such Authorities is binding on the Petitioner Company(s).
- (b) In addition to compliance of AS-14(IND AS- 103), the Petitioner Companies shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5(IND AS-8) etc.
- (c) The Hon'ble NCLT may kindly direct to the Petitioners to file an undertaking to the extent that the Scheme enclosed to the Company Application and the scheme enclosed to the Company Petition are one & same and there is no discrepancy or deviation.
- (d) The Registered Office of the Transferee Company is situated in the State of the National Capital Territory of Delhi. It is a government company and as such this approval of the scheme is subject to the Transferee Company obtaining the necessary approval of Central Government, i.e, Ministry of Corporate Affairs."

7. With regard to observations in paragraph IV (a) of the said Representation, it is submitted that the Petitioner Company has, pursuant to the order, dated 26th March, 2018, passed by this Tribunal in the Company Scheme Application, served notices under Section 230 (5) of the Companies Act, 2013 to the concerned authorities, whom the said notices were directed to be given by this Tribunal. The Petitioner Company further submitted that the approval of the Scheme by this Tribunal will not deter any authority to deal with any of the issues arising after giving effect to the



the Scheme. The Petitioner Company undertakes to this Tribunal that the decision of such authorities, if any, will be binding on the Petitioner Company.

8. With regard to observations in paragraph IV(b) of the said Representation, the Petitioner Company undertakes to this Tribunal that in addition to the compliance of AS-14 (IND AS-103), the Petitioner Company shall pass such accounting entries which are necessary in connection with the Scheme to comply with other applicable Accounting Standards, including AS-5 (IND AS-8) etc.

9. With regard to observations in paragraph IV (c) of the said Representation, the Petitioner Company undertakes to this Tribunal that the Scheme enclosed to the Company Scheme Application and the Scheme enclosed to the Company Scheme Petition filed by the Petitioner Company, are one and same and there is no discrepancy or deviation, therein.

10. With regard to observations in paragraph IV (d) of the said Representation, the Petitioner Company states that the Registered Office of the Transferee Company is in the State of National Capital Territory of Delhi and that the Transferee Company is a government company and the approval of the Scheme is subject to the Transferee Company obtaining the necessary approval of the Central Government i.e. Ministry of Corporate Affairs.

11. The observations made by the Regional Director have been dealt with by the Petitioner Company in the Affidavit dated 11th July 2018 with the said Report as explained in paragraphs 6



clarifications and undertakings given by the Petitioner Company, are accepted.

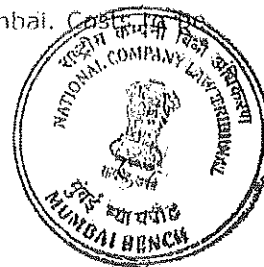
12. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public interest.

13. Since all the requisite statutory compliances have been fulfilled, the Company Scheme Petition No. 1811 of 2018 filed by the Petitioner Company is made absolute in terms of prayer clauses (a) and (b). This order is subject to the sanction by the Central Government through the Ministry of Corporate Affairs to the Scheme filed by the Transferee Company.

14. The Petitioner Company to file a certified copy of this order and the Scheme duly certified by the Assistant Registrar, National Company Tribunal, Mumbai Bench with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, within 60 days from the date of receipt of the certified copy of this order.

15. The Petitioner Company is directed to file copy of the certified copy of this order along with a copy of the sanctioned Scheme attached thereto with the concerned Registrar of Companies, electronically, along with e-Form INC 28, in addition to physical copy, within 30 days from the date of receipt of certified copy of this order.

16. The Petitioner Company to pay cost of the Company Petition of INR 25,000/- to the Regional Director, Western Region, Mumbai. Cost paid within four weeks from the date of the order.



17. All concerned authorities to act on a copy of this order along with the sanctioned Scheme, duly certified by the officer of National Company Law Tribunal, Mumbai Bench.

sd
V. Nallasenapathy

Member (T)

sd
Bhaskara Pantula Mohan

Member (J)

Certified True Copy
Date of Application 12-07-2018
Number of Pages 8
Fee Paid Rs. 40
Applicant called for collection copy on 07-08-2018
Copy prepared on 07-08-2018
Copy issued on 08-08-2018

[Signature]
Assistant Registrar
National Company Law Tribunal, Mumbai Bench



SCHEME OF ARRANGEMENT AND RECONSTRUCTION

AMONG

TATA COMMUNICATIONS LIMITED
As the Transferor Company

AND

HEMISPHERE PROPERTIES INDIA LIMITED
As the Transferee Company

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

For Tata Communications Limited

Manish Sausi
Company Secretary &
General Counsel (India)



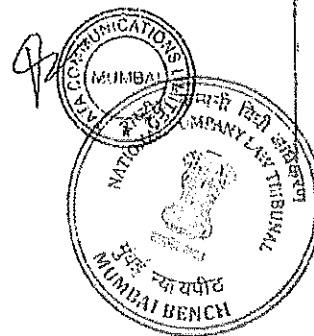
TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION.....	5
2. SHARE CAPITAL.....	8
3. RECONSTRUCTION AND SPLITTING UP OF THE TRANSFEROR COMPANY BY WAY OF TRANSFER OF SURPLUS LAND TO THE TRANSFEREE COMPANY.....	9
4. REMAINING BUSINESS.....	13
5. ISSUE OF NEW SHARES; REDUCTION OF SHARE CAPITAL OF TRANSFEREE COMPANY; MATTERS RELATING TO ACCOUNTS ETC.....	13
6. TRANSFER OF SHARES OF TRANSFEREE COMPANY BY PANATONE GROUP COMPANIES.....	16
7. GENERAL TERMS AND CONDITIONS.....	18
SCHEDULE 1 DESCRIPTION OF AREA OF SURPLUS LAND.....	24
SCHEDULE 2 LITIGATIONS, CLAIMS AND DISPUTES PERTAINING TO THE SURPLUS LAND KNOWN AS OF OCTOBER 1, 2017.....	30

5. 2017/10/01 10:00:00

5. 2017/10/01 10:00:00

(1)



SCHEME OF ARRANGEMENT AND RECONSTRUCTION
UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013

BETWEEN

TATA COMMUNICATIONS LIMITED TRANSFEROR COMPANY

HEMISPHERE PROPERTIES INDIA LIMITED TRANSFEREE COMPANY

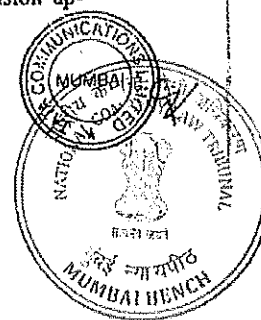
AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PART I - GENERAL

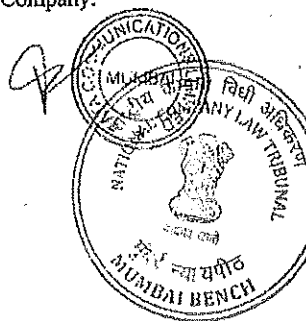
WHEREAS

- (A) Tata Communications Limited (the "Transferor Company" or "TCL") (formerly known as Videsh Sanchar Nigam Limited) is a public limited company duly incorporated under the Companies Act, 1956, and has its registered office at VSB, Mahatma Gandhi Road, Fort, Mumbai - 400 001. The Transferor Company was incorporated on March 19, 1986. The Government of India *vide* its letter no. G-25015/6/86OC dated March 27, 1986 transferred all assets and liabilities of the Overseas Communications Service (part of the Department of Telecommunications ("DoT"), Ministry of Communications) as appearing in its balance sheet as at March 31, 1986 to the Transferor Company with effect from April 1, 1986. During the year 2007-08, the Transferor Company changed its name from Videsh Sanchar Nigam Limited to Tata Communications Limited and a fresh certificate of incorporation consequent upon the change of name was issued by the Registrar of Companies, Maharashtra on January 28, 2008. The equity shares of Transferor Company are listed on the Stock Exchanges (as defined hereinafter). The Transferor Company has issued unlisted non-convertible debentures on private placement basis.
- (B) The Transferor Company is primarily engaged in the business of, among others, provision of international and national voice and data transmission services, selling and leasing of bandwidth on undersea cable systems, broadband services, and other value-added services comprising tele-presence, managed hosting, mobile global roaming and signaling services, transponder lease, television up-



linking and other services and owns vast tracts of land originally acquired for the purpose of use in telecom business of the Transferor Company and its predecessor.

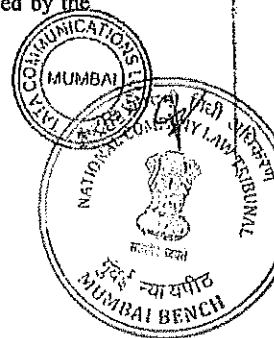
- (C) Hemisphere Properties India Limited (the "Transferee Company"), is a public limited company duly incorporated under the Companies Act, 1956 and having its registered office at Room No-409 Sanchar Bhawan, Ashoka Road New Delhi - 110 001. The equity shares of the Transferee Company are presently not listed on any stock exchange. Presently, 51.12% of the shareholding of the Transferee Company is held by the Government of India, and 48.88% shareholding is held by Panatone Finvest Limited ("Panatone") and accordingly, the Transferee Company is a 'government company' as defined under Section 2(45) of the Companies Act, 2013 and consequently public sector undertaking under Section 2(36A) of the Income Tax Act, 1961. The main objects of the memorandum of association of the Transferee Company permit the carrying on the business of constructing, acquiring, developing, managing and dealing in properties in any other manner, where such properties are in nature of land and /or buildings, anywhere in India and if permitted by legislation, outside India as well.
- (D) In 2002, the Government of India conducted a disinvestment exercise in respect of 25% of its equity holding in the Transferor Company wherein the terms of the bid for the disinvestment required the bidders to take into account the value of the lands which would remain with the Transferor Company and to exclude the value of certain surplus lands of the Transferor Company. Panatone (*as hereinafter defined*) was the successful bidder in this disinvestment process. Subsequently, a share purchase agreement dated February 6, 2002 was executed between the Government of India and, amongst others, Panatone and the Transferor Company ("SPA") for the sale of equity shares of the Transferor Company to Panatone and a shareholders' agreement dated February 13, 2002 was also executed between the Government of India and, amongst others, Panatone ("SHA"). Pursuant thereto, in order to give effect to the terms and conditions of the SPA and SHA which, *inter alia*, required such surplus lands to be hived off or demerged into a separate company, it is now proposed to reconstruct and split up the Transferor Company by way of transferring the Surplus Land (*as defined hereinafter*) of the Transferor Company (which ceased to be a public sector company as a result of the transactions contemplated under the SPA and SHA) to the Transferee Company, in lieu of which shareholders of Transferor Company as on the Record Date (*as defined hereinafter*) shall be issued equity shares of Transferee Company as set out herein, by way of this scheme of arrangement and reconstruction under the provisions of Sections 230 to 232 of the Companies Act, 2013 and *Explanation 5* to Section 2(19AA) of the Income Tax Act, 1961. Further, in accordance with the terms of the said SPA, the SHA and the letter of offer issued by Panatone dated March 27, 2002 ("Letter of Offer"), Panatone is required to gift, sell or transfer, as the case may be, without further consideration, the shares of the Transferee Company, as allotted to Panatone under this scheme of arrangement and reconstruction to: (a) the Government of India, to the extent of 25% of the Transferee Company's issued shares; and (b) the shareholders of the Transferor Company who tendered equity shares to Panatone pursuant to the Letter of Offer, to the extent their tender was accepted by Panatone, but not exceeding the maximum extent of 20% of the total issued capital of the Transferee Company.



(E) In furtherance of the aforesaid and to give effect to the terms and conditions of SPA and SHA, this Scheme (*as hereinafter defined*) provides for the Demerger (*as hereinafter defined*) by way of reconstruction and splitting up of the Transferor Company by way of transfer of the Surplus Land of the Transferor Company to the Transferee Company and the consequent issue of equity shares by the Transferee Company to the shareholders of the Transferor Company as on the Record Date, followed by transfer of specified equity shares of the Transferee Company allotted to Panatone Group Companies (*as defined hereinafter*) as set out in Clause 6 of the Scheme and various other matters consequential to or otherwise integrally connected with the above, in the manner provided for in the Scheme, pursuant to Sections 230 – 232, other relevant provisions of the Companies Act, 2013, and *Explanation 5* to Section 2(19AA) of the Income Tax Act, 1961 and other relevant provisions of the Income Tax Act, 1961.

(F) The parties to this Scheme acknowledge the following:

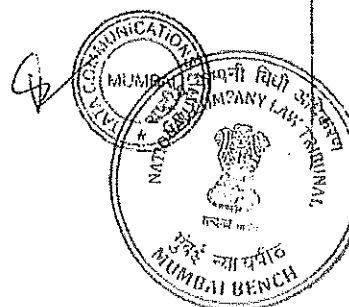
- (a) Pursuant to the order of the Hon'ble Delhi High Court in respect of the transfer of 32.5 acres of land situated at Padianallur, Chennai, comprised of 15 acres 98 cents in Old Survey No. 8/2, New Survey No. 155/2 and 16 acres 52 cents in Old Survey No. 9, New Survey No. 156 ("Society Land"), DoT and the Board of Directors of the Transferor Company (as per resolution approved at meeting dated June 17, 2008 of the Board of Directors of Transferor Company) had agreed in 2008 to transfer the Society Land to the Videsh Sanchar Nigam Limited Employees Cooperative Housing Society, Chennai ("Society"), such Society Land being part of the land identified for the purpose of transfer to the Transferee Company under the SPA and SHA. In terms of the order of the Hon'ble Delhi High Court, the Society Land was transferred to the Society in July 2009. The amount of INR 68,09,517 (Indian Rupees Sixty Eight Lakhs Nine Thousand Five Hundred and Seventeen only) as cost and INR 61,79,641 (Indian Rupees Sixty One Lakhs Seventy Nine Thousand Six Hundred and Forty One only) as interest received by the Transferor Company for the said Society Land has been retained in a fixed deposit account maintained with Indian Overseas Bank bearing account number 001404000002170 ("FD Account"). As on October 16, 2017, the balance in the FD Account stands at INR 2,62,84,816 (Indian Rupees Two Crores Sixty Two Lakhs Eighty Four Thousand Eight Hundred and Sixteen only).
- (b) In September 2013, the Delhi Metro Rail Corporation Limited ("DMRC"), informed the Transferor Company that as part of the development work for the Delhi Metro, DMRC required a portion of the Transferor Company's land at Greater Kailash-I, New Delhi. The land parcel identified by DMRC for the purpose of acquisition, measuring approximately 2.59 acres ("DMRC Land"), also included approximately 0.54 acres of the land identified for the purpose of transfer to the Transferee Company under the SPA and SHA. On January 3, 2014, the Transferor Company received an acquisition notice stating award announced by Land Acquisition Collector ("LAC") on December 30, 2013 without giving any details of the award. The Transferor Company received the certified copy of the award on February 7, 2014 as per which, the total compensation determined by the



LAC was INR 1, 88, 80, 168/- (Indian Rupees One Crore Eighty Eight Lakhs Eight Thousand One Hundred and Sixty Eight only) based on indicative price fixed by Government of Delhi for agricultural land. Aggrieved by the said award, the Transferor Company filed a reference petition for proper determination of the compensation with LAC based on commercial usage of land. Simultaneously therewith, the Transferor Company also filed a writ petition with the Hon'ble Delhi High Court. On April 24, 2014, the Hon'ble Delhi High Court directed DMRC to deposit the sum of INR 247,29,75,648/- (Indian Rupees Two Hundred Forty Seven Crores Twenty Nine Lakhs Seventy Five Thousand Six Hundred and Forty Eight only) with the Court Registrar which has since been deposited by DMRC. The decision of the Hon'ble Delhi High Court on the quantum of the compensation to be received by the Transferor Company is presently pending. The DMRC has since acquired and taken possession of the DMRC Land from the Transferor Company.

- (G) With a view to facilitate reconstruction or splitting up of erstwhile public sector companies into separate companies, the Central Government, *vide*, the Taxation Laws (Amendment) Act, 2016, has inserted the *Explanation 5* to Section 2(19AA) of the Income Tax Act, 1961 with effect from April 1, 2016. The Statement of Object and Reasons to the Taxation Laws (Amendment) Bill, 2016 provides that this amendment was made with a view to facilitate the reconstruction or splitting up of erstwhile public sector companies into separate companies and to give effect to the conditions attached to the transfer of shares by the Government and that there was a need to bring these types of reconstruction and splitting up within the scope of definition of the term "demerger".
- (H) In exercise of the powers conferred by *Explanation 5* to Section 2(19AA) of the Income Tax Act, 1961, the Central Government pursuant to Central Board of Direct Taxes Notification 93/2016, No. 149/251/2015-TPL and Central Board of Direct Taxes Notification No.73/2017, P. No.149/251/2015-TPL specified that the reconstruction or splitting up of a company which ceased to be a public sector company as a result of transfer of its shares by the Central Government, into separate companies, shall be deemed to be a demerger, if the following conditions are fulfilled, namely:—
- that such reconstruction or splitting up has been made by way of transfer of any assets of the demerged company to the resulting company to give effect to the conditions mentioned in the Share Holders' Agreement and Share Purchase Agreement; and
 - that the resulting company is a public sector company on the appointed date indicated in the scheme approved by the Appellate Tribunal constituted under Section 410 of the Companies Act, 2013 (18 of 2013) in this behalf.

Accordingly, the reconstruction and splitting up of the Transferor Company into separate companies, by way of transfer of the Surplus Land to the Transferee Company, is to be undertaken in terms of *Explanation 5* to Section 2(19AA) of the Income Tax Act, 1961 and shall be in compliance with conditions notified in this respect by the Central Government.



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

- (a) Part I, which deals with definitions and interpretation and share capital;
- (b) Part II, which deals with the reconstruction and splitting up of the Transferor Company by way of transfer of Surplus Land to the Transferee Company;
- (c) Part III, which deals with issue of shares of the Transferee Company to the shareholders of the Transferor Company; matters relating to accounts etc.;
- (d) Part IV, which deals with the transfer of shares of Transferee Company by Panatone Group Companies to the Government of India and certain erstwhile public shareholders of the Transferor Company; and
- (e) Part V, which deals with general terms and conditions applicable to the Scheme.

PART I

1. DEFINITIONS AND INTERPRETATION

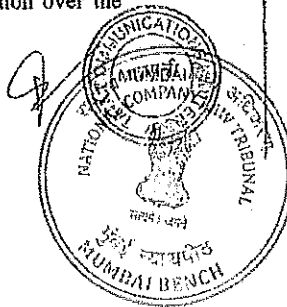
1.1 In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meaning as mentioned herein below: -

- (a) "Act" means the Companies Act, 2013 (to the extent notified by the Government of India and currently in force), and the Companies Act, 1956, to the extent not repealed and replaced by notified sections of the Companies Act, 2013, and any amendment thereto or any other succeeding enactment for the time being in force;
- (b) "Appointed Date" means the 30 March, 2018;
- (c) "Associated Companies" means Tata Sons Limited, The Tata Power Company Limited, The Tata Iron and Steel Company Limited (now known as Tata Steel Limited) and Tata Industries Limited;
- (d) "Board of Directors" in relation to each of the Transferor Company and the Transferee Company means the board of directors of such company and, unless it is repugnant to the context, includes a duly authorised committee of the board;
- (e) "Companies" shall mean the Transferor Company and the Transferee Company collectively;
- (f) "Defence Compensation" shall mean any compensation that may be paid whether by the Department of Defence or by any other Governmental Authority in connection with the occupation and/ or acquisition of certain lands situated in Pune, which were formerly in the ownership of, or were believed by the Transferor Company to be in the ownership of, Overseas Communications Service and/ or the Transferor Company but which is



presently occupied by, and in respect of which ownership is claimed by, the Department of Defence;

- (g) "Undisclosed Claims" shall mean third party claims that (A) have been made by a third party in writing against the Transferor Company in relation to the Surplus Land prior to 30 March 2018; and (B) are omitted from Schedule 2, or (in respect of third party claims made after October 25, 2017 in writing against the Transferor Company in relation to the Surplus Land) are not disclosed in writing to the Transferee Company in accordance with Clause 3.11, pursuant to a fraudulent or negligent withholding by the Transferor Company; and shall also include all claims by state governments for Property Taxes to the extent such claims relate to the Transferor Company's ownership of Surplus Land prior to Effective Date;
- (h) "Demerger" means the reconstruction and splitting up of the Transferor Company into separate companies by way of transfer of the Surplus Land of the Transferor Company to the Transferee Company in terms of Explanation 5 to Section 2(19AA) of the Income Tax Act, 1961 and other relevant sections of Income Tax Act, 1961 and in compliance with conditions notified in this respect by Central Government and in terms of Sections 230 to 232 of the Companies Act 2013, to give effect to the conditions mentioned under the SHA and SPA, and the consequent issue of equity shares by the Transferee Company to the shareholders of the Transferor Company as set out in this Scheme;
- (i) "DMRC Compensation" means 20.849 % of the aggregate compensation for the DMRC Land, as may be received by the Transferor Company pursuant the order from the concerned court and which shall be paid to the Transferee Company in accordance with the provisions of this Scheme;
- (j) "Effective Date" means the last of the dates on which the conditions and matters referred to in Clause 7.12 hereof have been fulfilled or waived and references in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" or "upon the Scheme becoming effective" shall mean the Effective Date;
- (k) "Governmental Authority" shall mean any national, state, provincial, local or similar government, governmental, statutory, regulatory or administrative authority, government department, agency, commission, board, branch, tribunal or court or other entity authorized to make laws, rules, regulations, standards, requirements, procedures or to pass directions or orders having the force of law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law, or any stock exchange of India or any other country;
- (l) "NCLT, Mumbai" means the National Company Law Tribunal, Mumbai Bench or such other forum or authority as may be vested with the powers of the National Company Law Tribunal and having jurisdiction over the

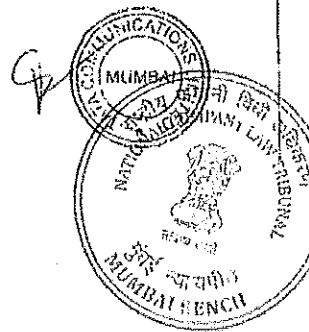


Transferor Company for the purposes of Sections 230 to 232 of the Companies Act, 2013;

- (m) "Panatone" means Panatone Finvest Limited, a public limited company duly incorporated and existing under the Companies Act, 1956 on March 30, 1992, having its registered office at Bombay House, 24 Homi Mody Street Mumbai 400001;
- (n) "Panatone Group Companies" means collectively, Panatone, Tata Sons Limited and Tata Power Company Limited;
- (o) "Prior Documents" shall mean SPA, the SHA and the Letter of Offer;
- (p) "Record Date" means the date to be determined by the Board of Directors of the Transferor Company, for the purpose of determining the shareholders of the Transferor Company to whom equity shares of the Transferee Company shall be allotted pursuant to the Demerger under this Scheme;
- (q) "Remaining Business" shall mean all the undertakings, businesses, activities, operations, assets and liabilities (including investments in listed and unlisted shares, securities, identified assets and bank balances) of the Transferor Company, other than those comprised in the Surplus Land;
- (r) "Surplus Land" means the pieces and parcels of land described in Schedule 1 hereunder and shall mean and include all the rights, title, interest and/or liabilities, if any, of the Transferor Company in relation thereto. Without prejudice and limitation to the generality of the above, the Surplus Land shall mean and include:
 - (i) all rights, title, interest, covenant, undertakings, liabilities including continuing rights, title and interest in connection with the pieces and parcels of land described in Schedule 1, including the balances in the FD Account, and DMRC Compensation;
 - (ii) Demerged Liabilities, including the list of Demerged Liabilities known set out in Schedule 2;
 - (iii) litigations, claims and disputes pertaining to the Surplus Land, including those set out in Schedule 2; and
 - (iv) all benefits and obligations under the contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of any nature relating exclusively to the pieces and parcels of land described in Schedule 1;
- (s) "Scheme" means this scheme of arrangement and reconstruction including any modification or amendment hereto, made in accordance with the terms hereof;
- (t) "SEBI" means the Securities and Exchange Board of India;



- (u) "SEBI Scheme Circular" means Circular No. CIR/DIL3/CIR/2017/21 dated March 10, 2017 on Schemes of Arrangement by Listed Entities, and shall include any modifications or amendments thereof;
 - (v) "Share Entitlement Ratio" shall have the meaning ascribed to it in Clause 5.1;
 - (w) "Stock Exchanges" means the BSE Limited and the National Stock Exchange of India Limited, collectively; and
 - (x) "Tax" or "Taxes" means and includes: (a) all forms of direct tax and indirect tax, duty, surcharge, cess or any other tax of similar nature, including, minimum alternate tax, dividend distribution tax, value added tax, service tax, goods and service tax or any other taxes, withholding tax whenever or wherever created or imposed by, or payable to, any Government Authority by reference to profits, gains, assets or other reference, in relation to the arrangements envisaged under this Scheme; and (b) all charges, interest, penalties, costs and fines incidental or relating to any taxes falling within (a) above or which arise as a result of the failure to pay any taxes on its due date or to comply with any obligation relating to taxes and shall include any liabilities for the taxes of any another person, whether by contract, operation of law or otherwise, and (c) shall not include any reference to Property Taxes.
- 1.2 References to "Clauses", "Sections", "Schedules" and "Parts", unless otherwise stated, are references to schedules, clauses, sections and parts of this Scheme.
- 1.3 The headings herein shall not affect the construction of this Scheme.
- 1.4 Unless the context otherwise requires, reference to any law or to any provision thereof shall include references to any such law or to any provision thereof as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, or to any law or any provision which replaces it, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- 1.5 The singular shall include the plural and vice versa; and references to one gender include all genders.
- 1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed without limitation.
- 1.7 References to a person shall include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).
- 2. SHARE CAPITAL**
- 2.1 The share capital of Transferor Company and Transferee Company, respectively, as on October 23, 2017 is as under:



(a) *Transferor Company*

A. AUTHORISED SHARE CAPITAL	AMOUNT IN INR
400,000,000 equity shares of face value of INR 10 each	4,000,000,000

B. ISSUED AND SUBSCRIBED SHARE CAPITAL	AMOUNT IN INR
285,000,000 equity shares of face value of INR 10 each	2,850,000,000

C. PAID UP SHARE CAPITAL	AMOUNT IN INR
285,000,000 equity shares of face value of INR 10 each	2,850,000,000

(b) *Transferee Company*

A. AUTHORISED SHARE CAPITAL	AMOUNT IN INR
250,000 equity shares of face value of INR 10 each	2,500,000

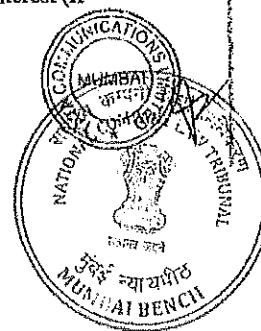
B. ISSUED AND SUBSCRIBED SHARE CAPITAL	AMOUNT IN INR
50,000 equity shares of face value of INR 10 each	500,000

C. PAID UP SHARE CAPITAL	AMOUNT IN INR
50,000 equity shares of face value of INR 10 each	500,000

PART II

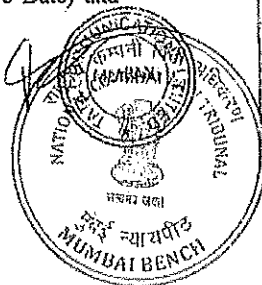
3. RECONSTRUCTION AND SPLITTING UP OF THE TRANSFEROR COMPANY BY WAY OF TRANSFER OF SURPLUS LAND TO THE TRANSFEE COMPANY

- 3.1 With effect from the Appointed Date and upon the Scheme becoming effective, the Transferor Company shall, pursuant to Section 232(4) of the Act and *Explanation 5* to Section 2(19AA) of the Income Tax Act, 1961 and other relevant sections of the Income Tax Act, 1961, without any further act or deed, be split up and reconstructed by way of transfer of the Surplus Land to the Transferee Company so as to invest in the Transferee Company the rights, title and interest (if

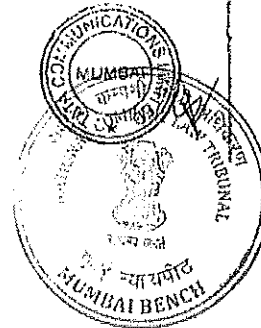


any) of the Transferor Company in the Surplus Land and the Transferor Company will thereupon stand reconstructed and split-up into separate companies.

- 3.2 With effect from the Appointed Date and upon the Scheme becoming effective, by way of reconstruction and splitting up of the Transferor Company, all the assets and liabilities pertaining to the Surplus Land stand transferred to and vested in the Transferee Company at their respective book values as appearing in the books of the Transferor Company immediately before the Appointed Date, and shall become the property and an integral part of the Transferee Company.
- 3.3 With effect from the Appointed Date and upon the Scheme becoming effective, by way of reconstruction and splitting up of the Transferor Company, all immovable property pertaining to the Surplus Land, and any documents of title/rights and easements in relation thereto shall be vested in and transferred to the Transferee Company and shall belong to the Transferee Company thereafter. The mutation of the title to the immovable properties pertaining to the Surplus Land shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Transferee Company.
- 3.4 With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities (including contingent liabilities and/or obligations which arise in relation to the Surplus Land), Taxes (excepting Property Tax on the Surplus Land prior to Effective Date), duties and obligations of any kind, nature or description thereof, of the Transferor Company pertaining to the Surplus Land, secured or unsecured ("Demerged Liabilities"), shall without any further act or deed, be and stand transferred to and be deemed to be transferred to the Transferee Company. Notwithstanding the Appointed Date, all claims by state governments for property taxes to the extent such claims relate to the Surplus Land ("Property Taxes") prior to Effective Date, shall be borne by the Transferor Companies; and all claims by state governments for Property Taxes on the Surplus Land, on and from Effective Date onwards shall be borne by the Transferee Company.
- 3.5 The Transferee Company shall indemnify and hold harmless the Transferor Company from and against, any and all losses, liabilities, claims, damages, actions, Taxes (including claims for Property Tax on the Surplus Land on or after Effective Date), costs and expenses incurred or suffered in relation to Demerged Liabilities except Undisclosed Claims, upon and after the Scheme becoming effective. To this extent, the Transferee Company shall, from time to time, advance sums that are adequate to meet all such losses, liabilities, claims, damages, actions, Taxes (including claims for Property Tax on the Surplus Land on or after Effective Date), costs and expenses to the Transferor Company at least two weeks before they become due to any third party, including to any Governmental Authority. Without prejudice to the foregoing, if, for any reason, the Transferor Company pays any such claims, damages, costs, expenses, Taxes (including claims for Property Tax on the Surplus Land on or after Effective Date) and liabilities, the Transferee Company shall reimburse the Transferor Company for all such costs promptly and in any event within fourteen days of a demand for the reimbursement of any such claims, damages, costs, expenses, Taxes (including claims for Property Tax on the Surplus Land on or after Effective Date) and liabilities being made on the Transferee Company.

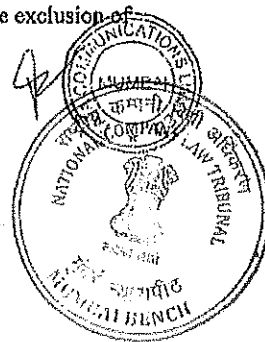


- 3.6 The Transferor Company shall indemnify and hold harmless the Transferee Company from and against, any and all losses, liabilities, claims, damages, actions, Taxes, costs and expenses in relation to the Undisclosed Claims (including, for the avoidance of doubt, Property Tax on the Surplus Land prior to Effective Date). The Transferor Company shall, from time to time, advance sums that are adequate to meet all such losses, liabilities, claims, damages, actions, Taxes (including claims for Property Tax on the Surplus Land prior to Effective Date), costs and expenses to the Transferee Company at least two weeks before they become due to any third party including to any Governmental Authority. Without prejudice to the foregoing, if, for any reason, the Transferee Company pays any such claims, damages, costs, expenses, Taxes (including claims for Property Tax on the Surplus Land prior to Effective Date) and liabilities, the Transferor Company shall reimburse the Transferee Company for all such costs promptly and in any event within fourteen days of a demand for the reimbursement of any such claims, damages, costs, expenses, Taxes (including claims for Property Tax on the Surplus Land prior to Effective Date) and liabilities being made on the Transferor Company.
- 3.7 With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Surplus Land to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and all charges or security interests over the Surplus Land or part thereof, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or 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 been a party or beneficiary or obligee thereto. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such contracts, deeds, bonds, agreements, schemes, arrangements and other instruments to give effect to the provisions of this Clause 3.7 of the Scheme.
- 3.8 Without prejudice to the other provisions of this Scheme and the fact that vesting of the Surplus Land occurs by virtue of this Scheme itself, the Transferor Company shall, within 14 business days from the Effective Date, transfer to the Transferee Company the balance in the FD Account as actually received from the bank, in such manner as may be agreed by the Transferor Company and the Transferee Company, and such payment by the Transferor Company shall extinguish any and all obligations of the Transferor Company, Panatone and its Associated Companies under the Prior Documents with respect to the Society Land at Chennai. After February 13, 2002, the Transferor Company has not transferred, and has not suffered any encroachment on, any part of the Surplus Land in Padianallur, Chennai other than the Society Land. The Transferor Company shall indemnify and hold the Transferee Company harmless against any falsity in the immediately foregoing sentence. Except to the extent provided by the preceding two sentences, all Surplus Land shall be transferred to the Transferee Company on an as-is-where-is basis.
- 3.9 Without prejudice to the other provisions of this Scheme and the fact that vesting of the Surplus Land occurs by virtue of this Scheme itself, the Transferor



Company shall, within 10 business days of the Effective Date or within 10 business days of receipt of DMRC Compensation by the Transferor Company pursuant to obtaining the order of the relevant court in respect of DMRC Compensation, whichever is later, transfer to the Transferee Company the DMRC Compensation, net of applicable Taxes and all costs, in such manner as may be agreed by the Transferor Company and the Transferee Company, and such transfer by the Transferor Company shall extinguish all obligations of the Transferor Company, Panatone and its Associated Companies to the Transferee Company with respect to the DMRC Land. *Provided however*, if the Transferor Company is required to repay or deposit with the courts any payments received towards DMRC Compensation on account of an appeal, revision, review or any further order of the concerned court or any higher court, the Transferee Company shall make payments of relevant amounts to the Transferor Company no later than 10 business days prior to the due date for repayment or deposit to enable the Transferor Company to comply with such further order.

- 3.10 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Surplus Land occurs by virtue of this Scheme itself, the Transferee Company, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, will take such actions and execute such documents (including deeds of confirmation or other writings or arrangements) with any party to any contract or arrangement in relation to the Surplus Land to which the Transferor Company is a party in order to give formal effect to the above provisions. The Transferor Company will, if necessary, also be party to the above. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of Transferor Company and to carry out or perform all such formalities or compliances referred to above on part of the Transferor Company.
- 3.11 With effect from the Appointed Date and upon the Scheme becoming effective, without any limitations whatsoever, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Transferor Company and relating to the Surplus Land, under any statute, whether pending on the Appointed Date or which may be instituted any time thereafter, including those set out in Schedule 2 but excluding Undisclosed Claims, shall be continued and enforced by or against the Transferee Company after the Effective Date. The Transferor Company shall in no event be responsible or liable in relation to any such legal or other proceedings against the Transferee Company. From time to time until the Effective Date, the Transferor Company shall notify the Transferee Company of any claims that it receives from third parties in respect of the Surplus Land within ten business days of such receipt.
- 3.12 With effect from the Appointed Date and upon the Scheme becoming effective, the Transferee Company undertakes, without any limitations whatsoever, to have such legal or other proceedings relating to or in connection with the Surplus Land of the Transferor Company, initiated by or against the Transferor Company as on the Effective Date, transferred in its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of



the Transferor Company. The Transferee Company shall indemnify and hold harmless the Transferor Company, from and against, any claims made against it and expenses incurred or suffered in this regard.

- 3.13 For the purpose of giving effect to the vesting order passed under Sections 230 and 232 of the Act in respect of this Scheme, the Transferee Company shall at any time pursuant to the orders on this Scheme be entitled to get the recordal of the change in the legal right(s) upon the vesting of the Surplus Land in accordance with the provisions of Sections 230 and 232 of the Act. The Transferor Company and the Transferee Company shall jointly and severally be authorized to execute any writings as are required to remove any difficulties and carry out any formalities or compliance for the implementation of this Scheme.
- 3.14 Without prejudice to the other provisions of this Scheme, from the Appointed Date and up to and including the Effective Date:
- (a) The Transferor Company shall be deemed to have been carrying on all business and activities relating to the Surplus Land for and on behalf of the Transferee Company.
 - (b) All profits accruing to the Transferor Company and all Taxes thereof (excluding Property Tax on the Surplus Land prior to Effective Date) or losses arising or incurred by it relating to the Surplus Land shall, for all purposes, be treated as the profits, Taxes (excluding Property Tax on the Surplus Land prior to Effective Date) or losses as the case may be of the Transferee Company.
 - (c) The Transferor Company in relation to the Surplus Land shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its subsidiaries or group companies or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal with the same (except if the Scheme is withdrawn or fails).

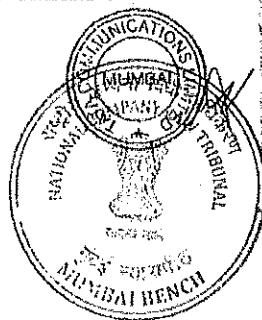
4. REMAINING BUSINESS

The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Transferor Company. For the avoidance of doubt, it is clarified that the Transferee Company shall have no right or interest to any part or the whole of the Defence Compensation.

PART III

5. ISSUE OF NEW SHARES; REDUCTION OF SHARE CAPITAL OF TRANSFeree COMPANY; MATTERS RELATING TO ACCOUNTS ETC.

- 5.1 Upon the Scheme becoming effective and upon vesting of the Surplus Land into the Transferee Company and in consideration of the Demerger, the Transferee



Company shall, without any further application, act, instrument or deed, issue and allot to each member of the Transferor Company whose name is recorded in the register of members as a shareholder of the Transferor Company on the Record Date, or his legal heirs, executors or administrators or (in case of a corporate entity) its successors, equity shares in the Transferee Company in the ratio of 1 (One) equity shares in the Transferee Company of face value INR 10 (Rupees Ten only) each credited as fully paid up for every 1 (One) equity share of face value INR 10 (Rupees Ten only) each fully paid up held by such member in the Transferor Company (the "Share Entitlement Ratio") as on the Record Date. The Transferor Company shall furnish the Transferee Company with a list of shareholders as on the Record Date from its SEBI-registered registrar and share transfer agent. The Transferor Company shall not tamper with, amend, revise, modify, or qualify the list so obtained from the registrar and share transfer agent. The Transferor Company shall indemnify and hold the Transferee Company harmless for any breach of the immediately preceding sentence.

- 5.2 Upon the Scheme becoming effective and subject to the above provisions, the shareholders of Transferor Company as on the Record Date, shall receive demat share receipts of credit of new equity shares in their share accounts maintained with the depository participants reflecting the equity share capital of the Transferee Company issued in accordance with Clause 5.1 above. The Transferee Company shall, if so required, be eligible to issue letters of allotment for the equity shares pending issue of receipts for credit to the account of the shareholders with the depository participant under the depository system. It is clarified that members of the Transferor Company who hold their equity shares in dematerialized form shall be issued equity shares of the Transferee Company in dematerialized form as per the records maintained by the depository participant as on the Record Date. In the event that the Transferee Company has received notice from any shareholder that shares are to be issued in certificate form or if any member has not provided the requisite details relating to the account with a depository participant or other confirmations as may be required, then the Transferee Company shall issue shares in certificate form to such member. All physical share certificates issued pursuant to this clause for the new shares in the Transferee Company shall be sent by the Transferee Company to the shareholders of the Transferor Company at their respective registered addresses as appearing in the register of the Transferor Company on the Record Date (or in the case of joint holders to the address of that one of the joint holders whose name stands first in such register in respect of such joint holding) and the Transferee Company shall not be responsible for any loss in transmission.
- 5.3 In the event of there being any pending share transfers, whether lodged or outstanding, of any member of the Transferor Company, the Board of Directors of the Transferor Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor of the shares in the Transferor Company and in relation to the shares issued by the Transferee Company after the effectiveness of the Scheme. The Board of Directors of the Transferor Company shall be empowered to remove such difficulties as may arise in the course of



implementation of this Scheme and registration of new shareholders in the Transferor Company on account of difficulties faced in the transaction period.

- 5.4 Equity shares to be issued by the Transferee Company pursuant to this Scheme in respect of such of the equity shares of the Transferor Company which are held in abeyance under the provisions of Section 126 of the Companies Act, 2013 or otherwise shall, pending allotment or settlement of dispute by order of a court or otherwise, also be kept in abeyance by the Transferee Company.
- 5.5 The equity shares issued and allotted by the Transferee Company in terms of this Scheme shall rank *pari passu* in all respects with the then existing equity shares of the Transferee Company.
- 5.6 Immediately upon the issuance of shares by Transferee Company to the shareholders of Transferor Company pursuant to Clause 5.1 of this Scheme, the entire share capital of the Transferee Company as existing on the Appointed Date shall stand cancelled, without any further act or deed. The reduction in the share capital as aforesaid, of the Transferee Company shall be effected as an integral part of the Scheme and Transferee Company shall not be required to follow the process under Sections 66 of the Act or any other provisions of applicable law separately.

5.7 Accounting Treatment

(a) In the books of the Transferee Company:

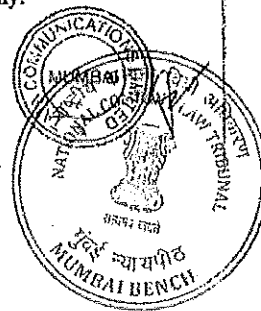
Upon the Scheme becoming effective, the Transferee Company shall account for the Scheme and its effects in its books of account with effect from the Appointed Date as under:

- (i) The Transferee Company shall record the assets and liabilities of the splitting up and reconstruction by way of transfer of Surplus Land vested in it in accordance with this Scheme, as per the book values attributable to such assets and liabilities.
- (ii) The shortfall, if any, on the difference of the aggregate value of the assets and the aggregate value of the liabilities of the splitting up and reconstruction by way of transfer of Surplus Land taken over pursuant to this Scheme as detailed in Clause 3 shall be recorded as 'goodwill' in the books of Transferee Company.

(b) In the books of the Transferor Company:

Upon the Scheme becoming effective, the Transferor Company shall account for the Scheme and its effects in its books of account with effect from the Appointed Date as under:

- (i) The accounts representing the assets and liabilities of the splitting up and reconstruction of the Transferor Company by way of transfer of Surplus Land shall accordingly stand reduced / closed on splitting up and reconstruction to the Transferee Company.



- (ii) Any transfer of the assets and liabilities to the Transferee Company shall be adjusted by the Transferor Company in its general reserves in the reserves and surplus.

- 5.8 Within 30 days of the Effective Date, the Transferee Company shall apply for listing and/or trading of its equity shares including those issued in terms of Clause 5.1 above on the Stock Exchanges, in accordance with the applicable laws including the SEBI Scheme Circular, the requirements imposed or concessions, if any, and other terms and conditions agreed with the respective Stock Exchanges. The equity shares allotted pursuant to this Scheme shall remain frozen in the depositories system till relevant directions in relation to listing/trading are given by the relevant Stock Exchanges. Except for issuance of shares by Transferee Company and reduction of capital of Transferee Company, in each case as envisaged pursuant to this Clause 5, there will be no change in the share capital of the Transferee Company till the listing of the equity shares of the Transferee Company on the relevant Stock Exchanges.

PART IV

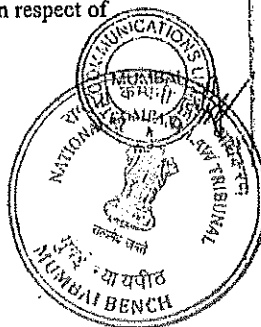
6. TRANSFER OF SHARES OF TRANSFEE COMPANY BY PANATONE GROUP COMPANIES

- 6.1 Upon the Scheme becoming effective and as an integral part of the Scheme, such number of shares as are issued and allotted to Panatone Group Companies by the Transferee Company, pursuant to Clause 5.1 above, in respect of Panatone owning 25% of the subscribed equity capital of the Transferor Company, shall, subsequent to their allotment to Panatone and upon the Transferee Company being listed on the recognized stock exchanges, be transferred to the Government of India, in order to give effect to the provisions of the SPA and SHA, without any further act or deed. Such transfer shall be effected within 30 business days of listing and trading of the shares of the Transferee Company by Panatone issuing duly executed delivery instructions to its depository participant.
- 6.2 Upon the Scheme becoming effective and as an integral part of the Scheme, such number of shares as are issued and allotted to Panatone Group Companies by the Transferee Company, pursuant to Clause 5.1, in respect of Panatone Group Companies owning 20% of the subscribed equity capital of the Transferor Company, shall, subsequent to their allotment to Panatone Group Companies and upon the Transferee Company being listed on the recognized stock exchanges, be transferred, in order to give effect to the terms and conditions of the Letter of Offer, without any further act or deed and at no cost to Panatone Group Companies, in a proportionate manner, to those public shareholders of the Transferor Company (or their legal heirs/successors) whose shares were acquired by Panatone pursuant to the open offer made vide the Letter of Offer ("Eligible VSNL Shareholders") in accordance with the terms set out in this Part IV of the Scheme.
- 6.3 Within 15 business days of allotment of shares by the Transferee Company to Panatone Group Companies pursuant to Clause 5.1 above, the Transferee Company shall dispatch a format of a notice ("Transfer Notice") to each Eligible VSNL Shareholder, at the last registered address of such Eligible VSNL



Shareholder available with the Transferor Company, which shall contain or require the furnishing of such documents and information as may be necessary to give effect to the transfers contemplated in this Part IV.

- 6.4 Each Eligible VSNL Shareholder shall be required to submit the duly completed Transfer Notice to the Transferee Company on or prior to the expiry of 30 business days from the date of dispatch of the Transfer Notice ("Election Period").
- 6.5 Panatone Group Companies shall within 60 business days of the later of (i) expiry of the Election Period and (ii) of the Transferee Company being listed and quoted for trading on the recognized stock exchanges, consummate the transfers to Eligible VSNL Shareholders as contemplated in Clause 6.2 in such manner as may be determined by relevant Panatone Group Companies.
- 6.6 In respect of Eligible VSNL Shareholders who are non-residents, the transfer of Transferee Company shares will be subject to the approval of the Reserve Bank of India and/or such other Governmental Authorities as may be required under applicable laws. The Transferee Company will apply for the requisite approvals in this regard and the transfers contemplated in this Part IV will be subject to and made in compliance with such terms and conditions as may be prescribed by the relevant Governmental Authorities.
- 6.7 Notwithstanding anything contained herein, if Panatone Group Companies determine that the transfer of the shares or any part thereof cannot be effected due to applicable laws (including the non-receipt of approvals required, if any) or otherwise, Panatone Group Companies may elect, and take all such actions as may be necessary to remit consideration in lieu of or in respect of the Eligible VSNL Shareholders' entitlement in terms of the Letter of Offer, in a compliant manner and to ensure that this does not delay the effectiveness or implementation of the Scheme. Panatone Group Companies shall enter into such further documents and take such further actions as may be necessary or appropriate in this behalf and to enable the actions contemplated herein. For this purpose, the Transferee Company shall extend all support and co-operate with Panatone Group Companies and execute any documents as may be necessary.
- 6.8 Any shares which are not transferred to the relevant Eligible VSNL Shareholders on or before the tenth anniversary of the Effective Date for any reasons whatsoever including but not limited to an inability to locate one or more Eligible VSNL Shareholder(s) or non-receipt of requisite approvals or litigation shall, (whether for all such remaining shares or any part of them), be sold in such manner as the relevant Panatone Group Companies deem fit and the proceeds thereof shall be deposited with the Investor Education and Protection Fund (constituted pursuant to the provisions of Section 125 of the Companies Act, 2013 or the provisions of Section 11 of the Securities and Exchange Board of India Act, 1992).
- 6.9 Upon Panatone transferring 7,12,50,000 shares of the Transferee Company to the Government of India in accordance with Clause 6.1 above as an essential part of this Scheme, each of Panatone and its Associated Companies shall be deemed to have fully discharged all their obligations under the Prior Documents in respect of



the transfer of shares of the 'resulting company' (as defined in the SHA and SPA i.e., separate entity formed pursuant to demerger of surplus lands by way of court approved scheme of arrangement) to the Government of India, including its obligations under article 7.10 (a) (ii) and (c) of the SPA, section 4.7 (a) (ii) and 4.7 (c) of the SHA and paragraphs 1.2(d) and 7 of the Letter of Offer. Upon Panatone Group Companies transferring 5,70,00,000 shares of the Transferee Company in accordance with Clause 6.5 above as an essential part of this Scheme, each of Panatone and its Associated Companies shall be deemed to have fully discharged all their obligations under the Prior Documents in respect of the transfer of shares of the 'resulting company' (as defined in the SHA and SPA i.e., separate entity formed pursuant to demerger of surplus lands by way of court approved scheme of arrangement) to the Eligible VSNL Shareholders respectively, including its obligations under paragraphs 1.2(d) and 7 of the Letter of Offer.

- 6.10 Without prejudice to the generality of Clause 6.9 and notwithstanding anything to the contrary contained in the Prior Documents, provided that the transfers set forth in Clauses 6.2 and 6.5 are duly made, none of Panatone and its Associated Companies shall have any liability whatsoever if one or more Eligible VSNL Shareholder(s) do not receive the shares for any reason whatsoever including (without limitation) on account of non-receipt of the Transfer Notice by any Eligible VSNL Shareholder and/or non-receipt of completed Transfer Notice from the Eligible VSNL Shareholder(s) and/or non-receipt of any required approvals.

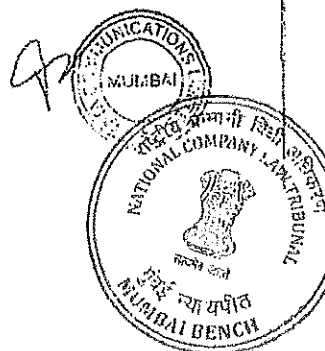
PART V

7. GENERAL TERMS AND CONDITIONS

- 7.1 As an integral part of the Scheme, and, upon the coming into effect of the Scheme, the authorised share capital of the Transferee Company shall automatically stand increased, without any further act, instrument or deed on the part of the Transferee Company, such that upon the effectiveness of the Scheme the authorised share capital of the Transferee Company shall be Rs. 100000000000/- (Rupees Ten Thousand Crores), divided into equity share capital of Rs.90000000000/- (Rupees Nine Thousand Crores), comprising of 9000000000 (Nine Hundred Crores) equity shares of Rs. 10/- (Rupees Ten only) each and preference share capital of Rs.10000000000/- (Rupees One Thousand Crores), comprising of 1000000000 (One Hundred Crores) preference shares of Rs. 10/- (Rupees Ten only) each, without any further act or deed. The capital clause of the Memorandum of Association of the Transferee Company shall, upon the coming into effect of this Scheme and without any further act or deed, be replaced by the following clause:

MEMORANDUM OF ASSOCIATION¹

"The authorized share capital of the Company is Rs.100000000000/- (Rupees Ten Thousand Crores), divided into equity share capital of Rs.90000000000/- (Rupees Nine Thousand Crores) comprising of 9000000000 (Nine Hundred Crores) equity shares of Rs. 10/- (Rupees Ten only) each and preference share capital of Rs.10000000000/- (Rupees One Thousand Crores), comprising of 1000000000 (One Hundred Crores) preference shares of Rs. 10/- (Rupees Ten only) each with the rights,



privileges and conditions attaching thereto as may be provided by the Articles of Association of the Company for the time period."

Further, Article 4 of the Articles of Association of the Transferee Company shall, upon the coming into effect of this Scheme and without any further act or deed, be replaced by the following clause:

ARTICLES OF ASSOCIATION

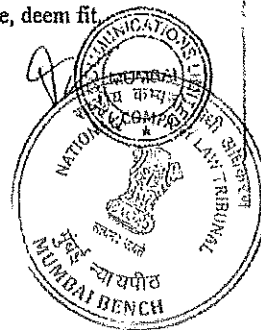
"The authorized share capital of the Company is Rs.10000000000/- (Rupees Ten Thousand Crores), divided into equity share capital of Rs.9000000000/- (Rupees Nine Thousand Crores), comprising of 9000000000 (Nine Hundred Crores) equity shares of Rs. 10/- (Rupees Ten only) each and preference share capital of Rs.10000000000/- (Rupees One Thousand Crores), comprising of 1000000000 (One Hundred Crores) preference shares of Rs. 10/- (Rupees Ten only) each"

- 7.2 It is hereby clarified that for the purposes of Clause 7.1, the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for amendment of the Memorandum of Association of the Transferee Company and no further resolutions under the applicable provisions of the Act would be required.
- 7.3 Pursuant to this Scheme, the Transferee Company shall file the requisite forms with the registrar of companies for alteration of its authorised share capital and shall bear all costs and expense in relation to its alteration of share capital.
- 7.4 The Transferor Company and the Transferee Company shall make necessary applications before the NCLT, Mumbai and Central Government respectively for sanction of this Scheme under Sections 230 and 232 of the Act and any other applicable provisions of law. The Transferee Company shall be responsible for obtaining all registrations, approvals and filings, *inter alia*, for the purpose of listing, as may be necessary, the Transferee Company and/or its securities pursuant to, in connection with or as a consequence of the consideration, effectiveness and/or implementation of the Scheme, with or from any Governmental Authority or stock exchange, provided that the Transferor Company shall extend reasonable cooperation in this regard.
- 7.5 The stamp duty payable on any order sanctioning this Scheme shall be fully borne by the Transferee Company as principal obligor, and shall not be borne in whole or in part by the Transferor Company or Panatone and its Associated Companies.
- 7.6 Without prejudice to the generality of Clause 7.5 above, it is expressly clarified that the Transferee Company shall bear (a) stamp duty, if any, for the transfer of the Surplus Land from the Transferor Company to the Transferee Company pursuant to this Scheme, (b) costs, if any, in relation to registration, approvals and/or filings in respect of the Transferee Company, its securities and/or the Scheme and/or stamp duty in relation to its alteration of share capital, pursuant to, in connection with or as a consequence of the consideration, effectiveness and/or implementation of the Scheme, with or from any Governmental Authority, stock exchange, holders of any securities issued by or on behalf of the Transferor Company or any other person, whether within or outside India, and (c) costs in



relation to listing of any securities of the Transferee Company, pursuant to, in connection with or as a consequence of the Scheme, on any stock exchange whether within or outside India.

- 7.7 All the costs associated (including any stamp duty payable for the transfer of any shares pursuant to Part IV above or Taxes arising in relation thereto) with transfer of shares issued to Panatone Group Companies under this Scheme which are to be transferred in accordance with the provisions of Part IV of this Scheme, shall be borne by the respective transferees.
- 7.8 With effect from the Appointed Date and upon the Scheme becoming effective, if any Tax (including any interest, penalties and/or associated costs) is at all leviable or can be the subject matter of any demand, the same is an obligation transferred to the Transferee Company and shall not be assessed directly or demanded from the Transferor Company or from Panatone or its Associated Companies, pursuant to this declaration made to the Scheme and sanctioned by the NCLT and Central Government respectively. In the event that any tax (including any interest, penalties and/or associated costs) is levied or becomes capable of being levied on the Transferor Company or Panatone or its Associated Companies as the case may be, the Transferee Company and its assets may be subject to the related Tax charge and no assets or properties of the Transferor Company, Panatone or its Associated Companies shall be subject to any such Tax charge or claim.
- 7.9 Without prejudice to the other provisions of this Scheme, any payment required to be made by the Transferee Company to the Transferor Company and/or Panatone and/or its Associated Companies in discharge of indemnification obligations under this Scheme (including under Clause 3.5); and any payment required to be made by the Transferor Company to the Transferee Company in discharge of indemnification obligations under this Scheme (including under Clause 3.6) shall, in each case, be made free and clear of, and without deduction for or on account of any Taxes, charges, fees, costs, expenses or duties, except as may be required under applicable law. If any Taxes, charges, fees, costs, expenses or duties are required to be deducted or to be paid, such additional amounts shall be paid by the Transferee Company as shall ensure that the Transferor Company and/or Panatone and/or its Associated Companies, as the case may be, receive, after deduction by the Transferee Company or payment by Transferor Company/Panatone/its Associated Companies of all applicable Taxes, charges, fees, costs, expenses, duties, etc., a net amount equal to the full amount which it would have received had such payment not been subject to such Taxes, charges, fees, costs, expenses or duties. If any Taxes, charges, fees, costs, expenses or duties are required to be deducted or to be paid, such additional amounts shall be paid by the Transferor Company as shall ensure that the Transferee Company, receives, after deduction by the Transferor Company of all applicable Taxes, charges, fees, costs, expenses, duties, etc., a net amount equal to the full amount which it would have received had such payment not been subject to such Taxes, charges, fees, costs, expenses or duties.
- 7.10 The Transferor Company (by its Board of Directors) and the Transferee Company (by its Board of Directors), may, in their full and absolute discretion, assent to any alteration or modification to this Scheme which either the Boards of Directors of the Transferor Company or the Transferee Company, as the case may be, deem fit.

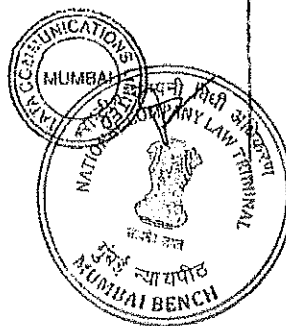


The Transferor Company and the Transferee Company each through its Board of Directors, jointly and as mutually agreed in writing, may in their full and absolute discretion, assent to any alteration or modification to which the NCLT, Mumbai or Central Government and/or any other Governmental Authority may deem fit to approve or impose and may give such directions as they may consider necessary to mutually settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of the Scheme or its implementation hereof or in any matter whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those (to the extent permissible under applicable law). Any issue as to whether any asset, liability or litigation pertains to the Surplus Land or not shall be decided by the Boards of Directors of the Transferor Company and the Transferee Company, on the basis of evidence that they may deem relevant for the purpose (including the books and records of the Transferor Company). The Transferor Company and the Transferee Company each through its Board of Directors may also in their full and absolute discretion, jointly and as mutually agreed in writing, withdraw or abandon this Scheme at any stage prior to its becoming effective. Without prejudice to the foregoing, in the event that any Governmental Authority or NCLT, Mumbai or Central Government imposes an onerous condition or deletes any of the protections or indemnities provided to the Transferor Company or Panatone and / or its Associated Companies pursuant to the terms of this Scheme, the Scheme shall be withdrawn or shall become null and void, unless the Transferor Company and Transferee Company agree to continue to pursue or implement the Scheme.

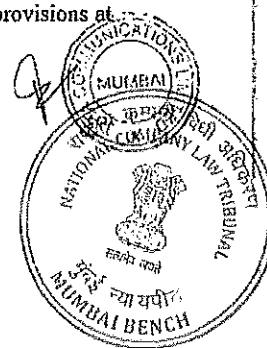
7.11 Upon the Scheme becoming effective and subject to the above provisions, the shareholders of the Transferor Company as on the Record Date shall receive new share certificates of Transferee Company reflecting the issued share capital of the Transferee Company (after excluding the original issued capital), and the Transferee Company shall, if so required be eligible to issue letters of allotment for the shares pending issue of share certificates.

7.12 The Scheme is conditional and is subject to –

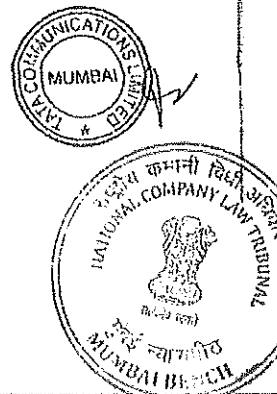
- (a) the Scheme being approved by the respective requisite majorities of various classes of the members and / or creditors of each of the Companies, as required under the Act, or dispensation having being from the members and/or creditors, and the requisite order of the NCLT, Mumbai (in respect of Transferor Company) and the Central Government (in respect of Transferee Company), being obtained in this regard;
- (b) the Scheme being approved by the majority of public shareholders of the Transferor Company (through e-voting) as may be required under the SEBI Scheme Circular, i.e., the votes cast by public shareholders in favour of the resolution are more than the number of votes cast by public shareholders against it;
- (c) the Scheme being sanctioned by the NCLT, Mumbai and the Central Government respectively under the provisions of the Act;



- (d) the approval of SEBI in terms of the SEBI Scheme Circulars being obtained upon this Scheme being sanctioned by the NCLT, Mumbai and the Central Government respectively;
 - (e) the certified copies of the orders referred to in Clause 7.12(c) of this Scheme being filed with the jurisdictional Registrar of Companies; and
 - (f) all necessary regulatory and governmental approvals and registrations required pursuant to, in connection with or as a consequence of the Scheme, being obtained from the relevant Governmental Authorities within and outside India (including approvals, if any, required from the Government of India, the Securities and Exchange Board of India, or any stock exchange).
- 7.13 Upon the Scheme becoming effective, the Board of Directors of the Transferee Company immediately prior to the Effective Date shall, without any further act or deed be replaced by the new Board of Directors of the Transferee Company constituted in accordance with the Act and majority of which shall be comprised of nominees of the President of India.
- 7.14 In the event of this Scheme failing to take effect by March 31, 2019 or such later date as may be agreed by the respective Board of Directors of the Companies, this Scheme shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the Companies or their shareholders or creditors or employees or any other person.
- 7.15 The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of each Company.
- 7.16 Subject to Clause 7.10 above, if any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Companies, affect the validity or implementation of the other parts and/or provisions of this Scheme.
- 7.17 Upon this Scheme becoming effective, the accounts of the Transferor Company, as on the Appointed Date shall be reconstructed in accordance with the terms of this Scheme.
- 7.18 Each of the Transferor Company and Transferee Company shall be entitled to file/revise its income tax returns, TDS returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credit of tax under Section 115JB of the Income Tax Act, 1961, credit of tax deducted at source, etc., if any, as may be required consequent to implementation of this Scheme.
- 7.19 This Scheme has been drawn up to comply with *Explanation 5* to Section 2(19AA) of the Income Tax Act, 1961, related notification and other relevant sections of the Income Tax Act, 1961. If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions at



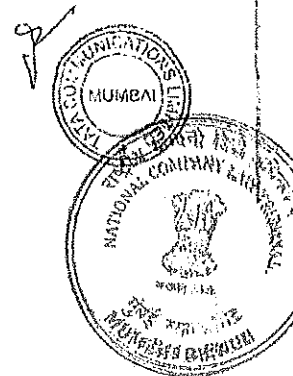
a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the Tax laws shall prevail. The Board of Directors of the Transferor Company and Transferee Company shall exercise their discretion to modify the Scheme to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme. If, and to the extent, any tax is levied on a party to this Scheme under the Income Tax Act, 1961 in relation to this Scheme then the party, which is liable under the Income Tax Act, 1961 to pay such tax, alone shall be liable for such tax with no recourse against another party.

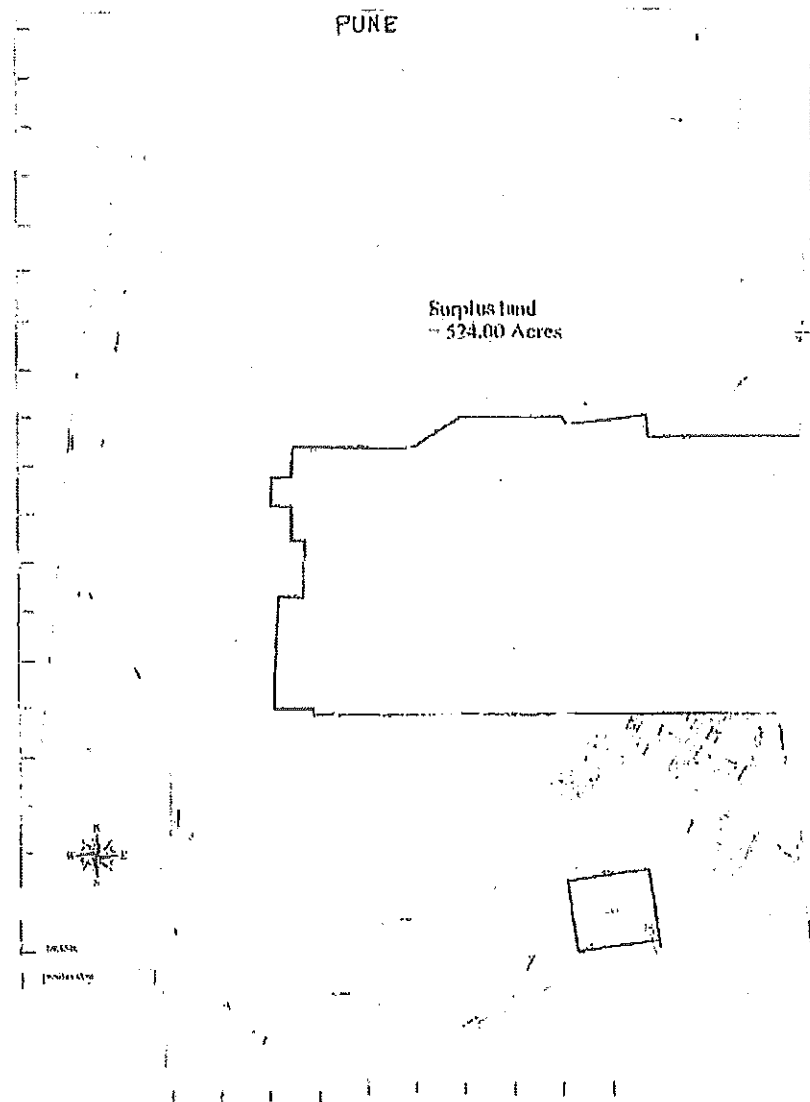


SCHEDULE 1

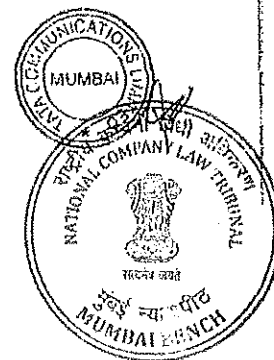
DESCRIPTION OF AREA OF SURPLUS LAND

LOCATION	SURPLUS LAND AS PER SHA/ SPA	SURPLUS LAND ACTUALLY TRANSFERRED AS ON APPOINTED DATE / REMARKS
Dighi- Pune	524 Acres	524 Acres
Halishar- Kolkata	35.19 Acres	35.19 Acres
Chattarpur- New Delhi	58 Acres	58 Acres
Greater Kailash - New Delhi	70 Acres	69.46 Acres. Refer to recital at paragraph F(b) of the Scheme and Clause 3.9 thereof.
Padianallur - Chennai	85.94 acres	53.04 Acres The SHA mentioned the total area of the Surplus Land in Chennai as 85.94 Acres. In 2009 in connection with the directions of the Hon'ble Delhi High Court, total area of the Surplus Land in Chennai was measured as 85.58 Acres of which 32.5 Acres was transferred as Society Land (refer to recital at paragraph F(a) of the Scheme and Clause 3.8 thereof). Now, using advanced technology (GPS and total survey station method) the remaining Surplus Land in Chennai (i.e. remaining after the sale of the Society Land) has been measured to be 53.04 Acres.



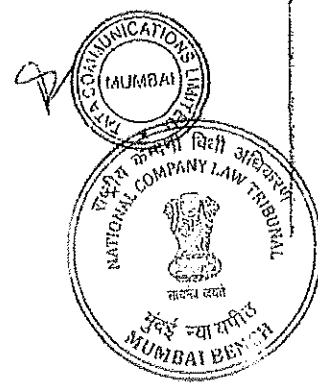
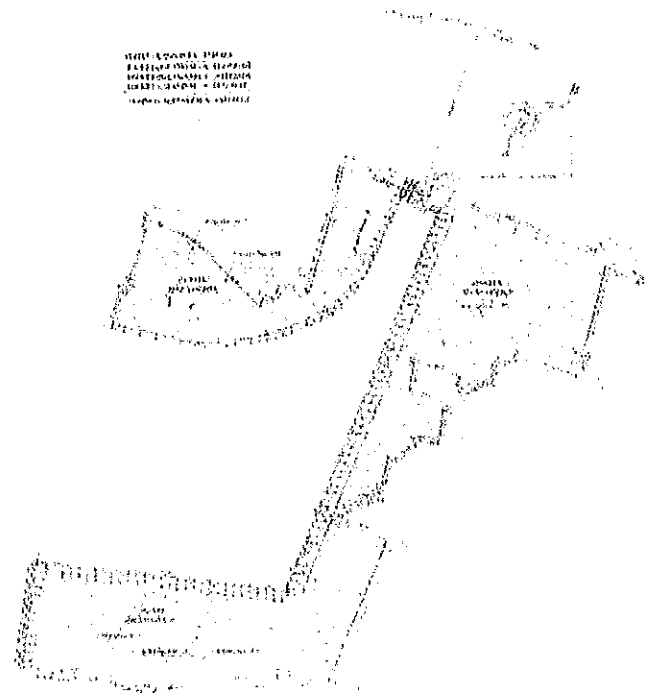


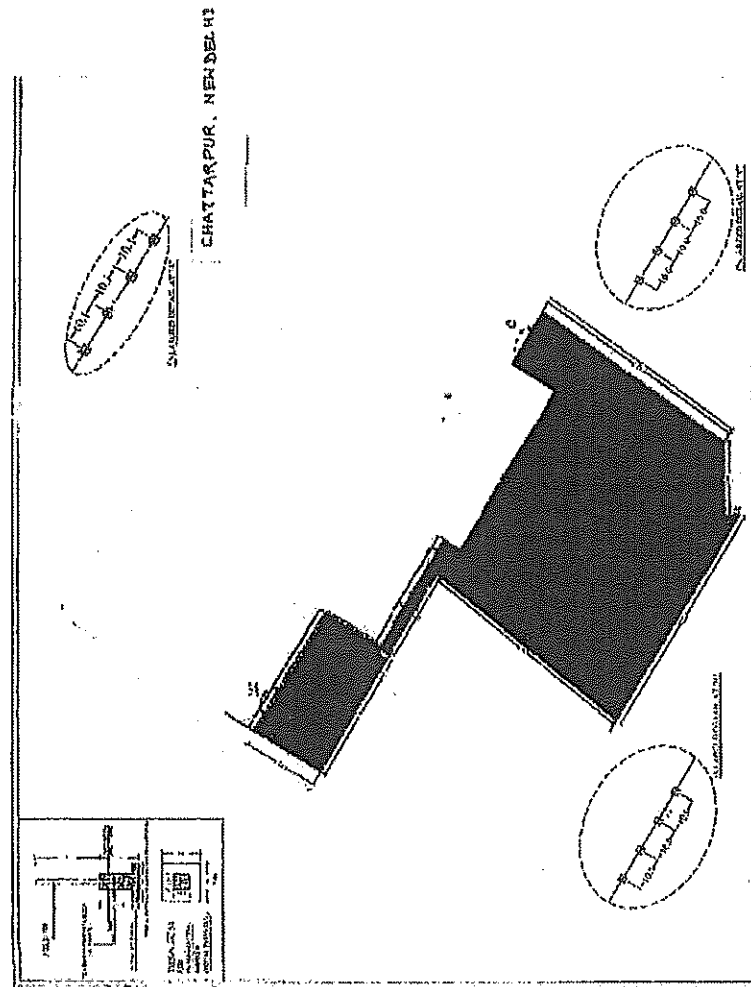
25



HALISANAR

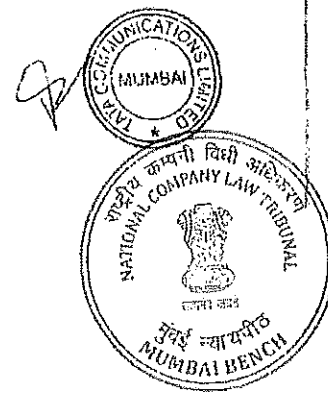
THE HALLS OF THE
HALLS OF THE
HALLS OF THE
HALLS OF THE

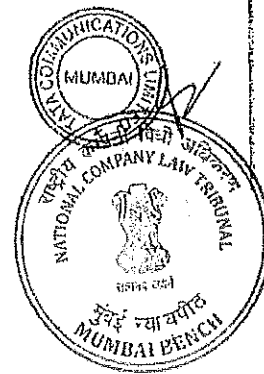
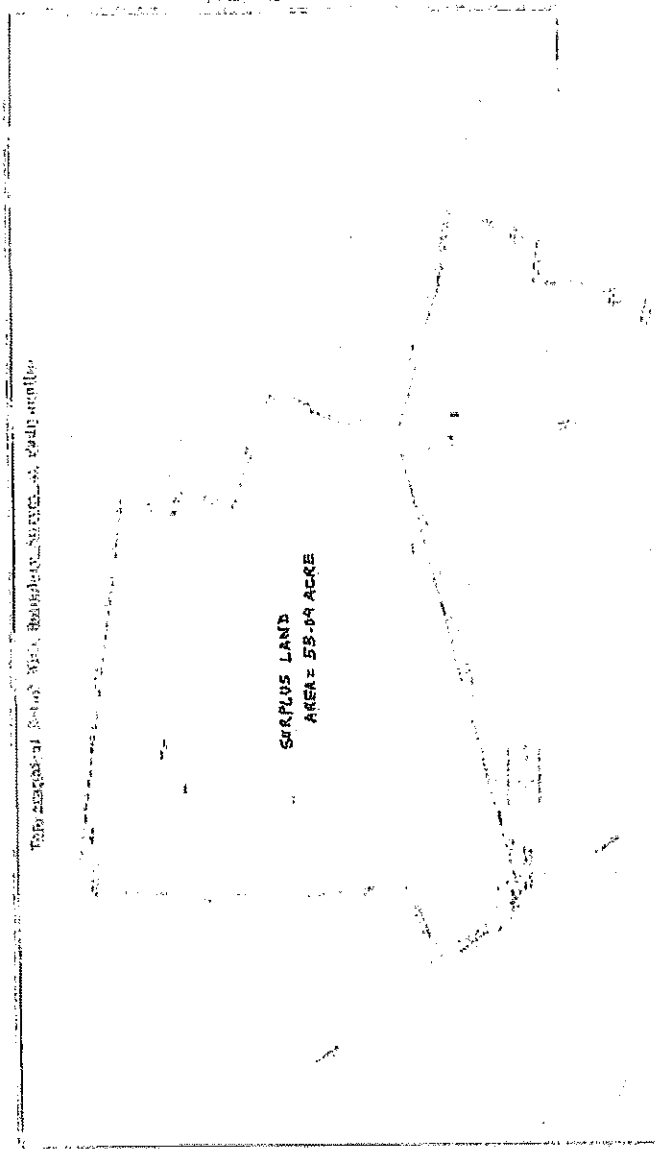






28

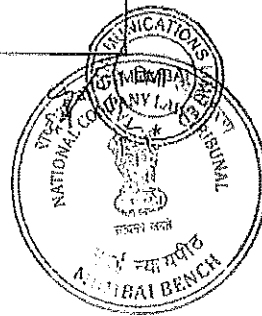




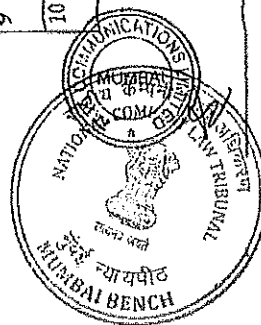
SCHEDULE 2

LITIGATIONS, CLAIMS AND DISPUTES PERTAINING TO THE SURPLUS LAND KNOWN AS OF OCTOBER 1, 2017

Sr. No.	Details TC Entity Involved and other Party(ies) (if any) on the same side		Details of the Party(ies) on the other side		Forum (in case of Litigation)	Case No.	Land Location in dispute	Status
	Name	Whether Petitioner/ Respondent	Name	Whether Petitioner/ Respondent				
1	TCL	Petitioner	Union of India / Sushil Sharma and others	Respondent	Delhi High Court	WP (Civil) 2546/14	Greater Kailash, New Delhi	15 March 2018 for counter affidavit by GNCTD
2	TCL	Respondent	DLF Ltd	Petitioner	Delhi High Court	WP (Civil) 654/15	Greater Kailash, New Delhi	connected with WP 2546/2014
3	TCL	Petitioner	Union of India / LAC / DMRC	Respondent	Delhi High Court	WP (Civil) res[2130/14	Greater Kailash, New Delhi	5 December 2017 for hearing. Note: Recently during the measurement exercise, company has come to know that DMRC is in possession of some additional portion of land in illegal manner other than acquired land, for which company is in process



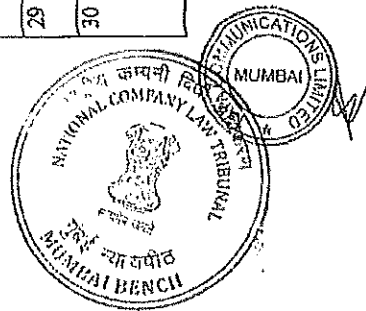
Sr. No.	Details TC Entity Involved and other Party(ies) (if any) on the same side		Details of the Party(ies) on the other side		Forum (in case of Litigation)	Case No.	Land Location in dispute	Status
	Name	Whether Petitioner/ Respondent	Name	Whether Petitioner/ Respondent				
4	TCL	Petitioner	Union of India / LAC / DMRC	Respondents	District Court, Saket, Delhi	LAC 14/14	Greater Kailash, New Delhi	sending legal notice to DMRC. adjourned to 21 February 2018 in view of the proceedings in CM (Main) 895/15
5	TCL	Respondent	Land Acquisition Collector	Petitioner	District Court, Saket, Delhi	LAC 4/14	Greater Kailash, New Delhi	adjourned to 21 February 2018 in view of the proceedings in CM (Main) 895/15
6	TCL	Petitioner	Union of India	Respondent	Delhi High Court	CM (Main) 895/15	Greater Kailash, New Delhi	5-Feb-18
7	TCL	Applicant/ Petitioner	Govt. Of NCT of Delhi & Ors.	Respondent	Delhi High Court	CM 22366/2017 in WP (C) 2434/2011	Greater Kailash, New Delhi	27 November 2017 for filing of reply by respondent
8	TCL	Petitioner	Govt. Of NCT of Delhi & Ors.	Respondent	Delhi High Court	WP. (C) 5301/2017	GK, New Delhi	27 November 2017 for filing of reply by respondent
9	TCL	Respondent	Venkata Rao	Petitioner	Sub Court Ponnai	AS 70/2011	Padianallur, Chennai	8-Nov-17
10	TCL	Caveator	Government of Tamilnadu	Respondent	High Court of Madras		Padianallur, Chennai	



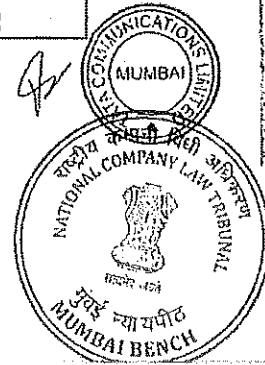
Sr. No.	Details TC Entity Involved and other Party(ies) (if any) on the same side		Details of the Party(ies) on the other side		Forum (in case of litigation)	Case No.	Land Location in dispute	Status
	Name	Whether Petitioner/ Respondent	Name	Whether Petitioner/ Respondent				
11	TCL	Caveator	& Others P. Venkata Rao	Respondent	High Court of Madras		Padianallur, Chennai	
12	TCL	Caveator	P. Venkata Rao	Respondent	High Court of Madras		Padianallur, Chennai	
13	TCL	TCL is not a party as of now	Komalavalli	Petitioner	High Court of Madras	Cd.L.O.P.No. 8183 of 2015	Padianallur, Chennai	No Date
14	TCL	Respondent	Kaushalya Mahadev Choudhary & Ors.	Petitioner	High Court Mumbai	WP 9163/2009	Dighi, Pune	For final hearing
15	TCL	Respondent	Santosh Walke	Petitioner	High Court Mumbai	PIL 109/2008	Dighi, Pune	For final hearing
16	TCL	Respondent	Santosh Walke	Applicant	High Court Mumbai	Contempt Petition 525/2010 In PIL 109/2008	Dighi, Pune	No notice issued yet to TCL
17	TCL	Respondent	Madhav Mhaske	Petitioners	High Court Mumbai	WPST/28643/2015 WP/612/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
18	TCL	Respondent	Santosh Keshav Waje	Petitioners	High Court Mumbai	WPST/28635/2015 WP/132/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
19	TCL	Respondent	Dattatreya Gavane	Petitioners	High Court Mumbai	WPST/28641/2015 WP/4332/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
20	TCL	Respondent	Somnath Shinde	Petitioners	High Court Mumbai	WPST/28623/2015 WP/602/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED



Sr. No.	Details TC Entry Involved and other Party/ies) (if any) on the same side.		Details of the Party/ies) on the other side.		Forum (in case of Litigation)	Case No.	Land Location in dispute	Status
	Name	Whether Petitioner/Respondent	Name	Whether Petitioner/Respondent				
21	TCL	Respondent	Harhar Walke	Petitioners	High Court Mumbai	WPST/28631/2015 WP/4334/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
22	TCL	Respondent	Shanti Parande	Petitioners	High Court Mumbai	WPST/28659/2015 WP/11464/2015	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
23	TCL	Respondent	Krishna Walke	Petitioners	High Court Mumbai	WPST/28625/2015 WP/614/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
24	TCL	Respondent	Mangala Ghule	Petitioners	High Court Mumbai	WPST/28660/2015 WP/4747/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
25	TCL	Respondent	Maruti Tapkir	Petitioners	High Court Mumbai	WPST/28629/2015 WP/4744/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
26	TCL	Respondent	Ramdas Walke	Petitioners	High Court Mumbai	WPST/28663/2015 WP/4863/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
27	TCL	Respondent	Parshuram Mhaske	Petitioners	High Court Mumbai	WPST/28640/2015 WP/4333/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
28	TCL	Respondent	Pandit Walke	Petitioners	High Court Mumbai	WPST/28634/2015 WP/4342/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
29	TCL	Respondent	Popat Kate	Petitioners	High Court Mumbai	WPST/28628/2015 WP/4341/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
30	TCL	Respondent	Shri Suresh Bhikaji Walke v. Union Of India & Ors.	Petitioners	High Court Mumbai	W.P. (Stamp) No. 20099 of 2016 WP 11346/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED




Sr. No.	Details TC Entity Involved and other Party(ies) (if any) on the same side		Details of the Party(ies) on the other side		Forum (in case of Litigation)	Case No.	Land Location in dispute	Status
	Name	Whether Petitioner/ Respondent	Name	Whether Petitioner/ Respondent				
31	TCL	Respondent	Shri Ashok Dhondiba Sakure v. Union of India & Ors.	Petitioners	High Court Mumbai	W.P. (Stamp) No. 20100 of 2016 WP 11339/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
32	TCL	Respondent	Shri Dattatraya Haribhau Walke v. Union of India & Ors.	Petitioners	High Court Mumbai	W.P. (Stamp) No. 20102 of 2016 WP 11340/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
33	TCL	Respondent	Shri Eknath Bhiku Walke v. Union of India & Ors.	Petitioners	High Court Mumbai	W.P. (Stamp) No. 20104 of 2016 WP 11348/2014	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
34	TCL	Respondent	Shri Vitthal Dhondiba Walke v. Union of India & Ors.	Petitioners	High Court Mumbai	W.P. (Stamp) No. 20103 of 2016 WP 11347/2016	Dighi, Pune	FOR ADMISSION, NO DATE FIXED
35	TCL	Respondent	SHRI MARUTI DAMU KATE	Petitioners	High Court Mumbai	WPST 20656/2016 WP (Civil) 6647/2017	Dighi, Pune	FOR ADMISSION, NO DATE FIXED



Sr. No.	Details TC Entity Involved. and other Party (ies) (if any) on the same side		Details of the Party(ies) on the other side		Forum (in case of Litigation)	Case No.	Land Location in dispute	Status
	Name	Whether Petitioner/ Respondent	Name	Whether Petitioner/ Respondent				
36	TCL	Respondent/Applicant	Bank of Orissa	Claimant	DRI and DRAT at Mumbai	145/2009 R.P 188/2001 665/2016	Dighi, Pune	13 Nov 2017, For further proceedings 27 October 2017, For further proceedings

Notes: 1 Halishar, West Bengal: TCL has filed some police complaints with concerned police station seeking assistance to maintain law and order and provide security to the personnel of TCL at Halishar campus.

Certified True Copy 12-07-2018
Date of Application 36
Number of Pages 180
Fee Paid Rs. 0708-25/8
Applicant called for collection copy on 0708-25/8
Copy prepared on 0708-25/8
Copy issued on 0708-25/8


Assistant Registrar
National Company Law Tribunal, Mumbai Bench

35



BEFORE THE NATIONAL COMPANY LAW
TRIBUNAL, BENCH, AT MUMBAI
COMPANY SCHEME PETITION NO. 1811 OF
2018
CONNECTED WITH
COMPANY SCHEME APPLICATION NO. 113 OF
2018

In the matter of the Companies Act, 2013 or any
re-enactment thereof;

And

In the matter of the Scheme of Arrangement and
Reconstruction among Tata Communications
Limited ("Transferor Company") and
Hemisphere Properties India Limited
("Transferee Company") and their respective
shareholders and creditors.

Tata Communications
Limited ...Petitioner Company



CERTIFIED COPY OF THE ORDER DATED 12TH
JULY, 2018 ALONG WITH SANCTIONED
SCHEME

Cyril Amarchand Mangaldas
Peninsula Chambers, Peninsula Corporate Park,
Ganpsatrao Kadam Marg, Lower Parel,
Mumbai - 400 013
Advocates for the Petitioner Company

Hemisphere Properties India Limited
CIN: U70101DL2005 GOI 132162
Registered Office: Room No. 144, C-Wing, Nirman Bhawan
Maulana Azad Road, New Delhi - 110001.

ATTENDANCE SLIP

(To be presented at the entrance)
Extraordinary General Meeting of the Company on 5 March 2019
at: Room No. 144, C-Wing, Nirman Bhawan, Maulana Azad Road, New Delhi - 110001.

Folio No. _____ DP ID No. _____ Client ID No. _____
Name of the Member _____ Signature _____
Name of the Proxyholder _____ Signature _____

1. Only Member/Proxyholder can attend the Meeting.
2. Member/Proxyholder should bring his/her copy of the Annual Report for reference at the Meeting.

Hemisphere Properties India Limited
CIN: U70101DL2005 GOI 132162
Registered Office: Room No. 144, C-Wing, Nirman Bhawan
Maulana Azad Road, New Delhi - 110001.

PROXY FORM

(Pursuant to Section 105(6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration) Rules, 2014)

Name of the Member(s) : _____
Registered address : _____
E-mail Id : _____
Folio No. / Client ID No. : _____ DP ID No. : _____
I / We, being the member(s) holding _____ Shares of Hemisphere Properties India Limited, hereby appoint
1. Name: _____ E-mail Id: _____
Address: _____
Signature: _____
or failing him
2. Name: _____ E-mail Id: _____
Address: _____
Signature: _____
or failing him
3. Name: _____ E-mail Id: _____
Address: _____
Signature: _____

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at Extraordinary General Meeting of the Company to be held on Tuesday, March 5, 2019 at 3 P.M.
at Room No. 144, C-Wing, Nirman Bhawan, Maulana Azad Road, New Delhi - 110001 and at any adjournment thereof in respect of such resolutions as are indicated below:

1. To consider and approve:

Approval of Scheme of Arrangement and Reconstruction between Tata Communications Limited and Hemisphere Properties India Limited and respective shareholders and creditors

Signed this day of 2019

Signature of shareholder.....Signature of Proxyholder(s).....REVENUE STAMP HOLDER.....

- NOTES: 1. This Form in order to be effective should be duly completed and deposited at the Registered Office of the Company. at Room No. 144, C-Wing, Nirman Bhawan
Maulana Azad Road, New Delhi - 110001., not less than 48 hours before the commencement of the Meeting.
2. Those Members who have multiple folios with different joint-holders may use copies of this Attendance slip/Proxy.

