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MAYTAS INFRA LIMITED

Registered Office: 6-3-1186/5/A, 3rd Floor, Amogh Plaza, Begumpet, Hyderabad - 500 016

NOTICE

NOTICE is hereby given that an **EXTRAORDINARY GENERAL MEETING of MAYTAS INFRA LIMITED** ("Company") will be held on Monday, the 19th day of July 2010 at 11.00 a.m. at KLN Prasad Auditorium, 3rd Floor, The Federation of Andhra Pradesh Chambers of Commerce and Industry, FAPCCI House, 11-6-841, Red Hills, Hyderabad – 500 004, (Ph: 040-2395515) to transact the following Special Business:

INCREASE IN AUTHORIZED CAPITAL AND ALTERATION OF MEMORANDUM OF ASSOCIATION

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

"RESOLVED THAT in accordance with the provisions of Section 16 and 94 and other applicable provisions, if any, of the Companies Act, 1956, the Authorised Share Capital of the Company be and is hereby increased from Rs. 75,00,00,000/- (Rupees Seventy-Five Crore only) divided into 7,50,00,000 (Seven Crore Fifty Lakh only) equity shares of Rs.10/- (Rupees Ten only) each - To - Rs.500,00,00,000/- (Rupees Five hundred Crore only) divided into 15,00,00,000 (Fifteen Crores only) Equity Shares of Rs.10/- (Rupees Ten only) each aggregating to Rs.150,00,00,000/- (Rupees One hundred and Fifty Crore only) and 3,50,00,000 (Three Crore Fifty Lakhs only) Preference Shares of Rs.100/- (Rupees One Hundred only) each aggregating to Rs.350,00,00,000/- (Rupees Three hundred and Fifty Crore only) by further creation of additional 7,50,00,000 (Seven Crore Fifty Lakh only) equity shares of Rs.10/- (Rupees Ten only) each ranking pari passu with the existing equity shares of the Company in all respects and by creation of 3,50,00,000 (Three Crore Fifty Lakh only) Preference Shares of Rs.100/- (Rupees One hundred only) each and that existing Clause V (a) of the Memorandum of Association of the Company be altered accordingly by substituting following new Clause V :

"The Authorised Share Capital of the Company is Rs.500,00,00,000/- (Rupees Five Hundred Crores only) divided into 15,00,00,000 (Fifteen Crores only) Equity Shares of Rs.10/- (Rupees Ten only) each aggregating to Rs.150,00,00,000/- (Rupees One hundred and Fifty Crore only) and 3,50,00,000 (Three Crore Fifty Lakhs only) Preference Shares of Rs.100/- (Rupees One Hundred only) each aggregating to Rs.350,00,00,000/- (Rupees Three hundred and Fifty Crore only)"

"**RESOLVED FURTHER THAT** the Board of Directors of the Company or Committee thereof, be and is hereby authorized to do and perform all such other acts, deeds and things as may be necessary or desirable to give effect to the foregoing resolution"

PRIVATE PLACEMENT OF SHARES

2 To consider and, if thought fit, to pass, with or without modification(s), the following resolution as a Special Resolution:-

"**RESOLVED THAT** pursuant to the provisions of Sections 81(1A) and other applicable provisions, if any, of the Companies Act, 1956 including any statutory modification, amendment or re-enactment thereof ("**Companies Act**") and in accordance with any other applicable laws, regulations, policies, guidelines including the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, (the "**SEBI Regulations**"), Article 16 of the Articles of Association of the Company, the Equity Listing Agreements entered into by the Company with the Bombay Stock Exchange Limited and National Stock Exchange of India Limited (together referred to as "**Stock Exchanges**") on which the Company's Equity Shares are listed, any foreign investment law, policy or regulation in India, terms and conditions of any approval, permission, sanction of the Government of India ("**GoI**"), the Company Law Board ("**CLB**"), the Securities and Exchange Board of India ("**SEBI**"), the Reserve Bank of India ("**RBI**"), Foreign Investment Promotion Board ("**FIPB**"), the Registrar of Companies, Hyderabad, located and any other appropriate authorities, institutions or bodies, to the extent required, subject to such conditions and modifications as may be prescribed or imposed by any of them while granting such approval, permission and sanction which would be agreed to by the Board of Directors of the Company (hereinafter referred to as "**Board**") which term shall include any duly authorized Committee thereof for the time being

exercising the powers conferred on the Board by this Resolution) consent, approval and sanction of the Company be and is hereby accorded to the Board (with powers to delegate all or any of the powers hereby conferred to any Committee thereof) to create, offer/issue, allot to below-mentioned proposed allottee ("**Investor**"), who may not be the members of the Company, as permitted under applicable laws, regulations, policies and/or guidelines, including the SEBI Regulations and foreign investment laws in India, up to 15,459,133 Equity Shares of the face value of Rs. 10/- (Rupees ten only) on preferential basis ("**Issue**")."

Sr. No.	Name of the Proposed Allottees	No. of Equity Shares
1.	SBG Projects Investments Limited	1,54,59,133 (One Crore Fifty Four Lakhs Fifty Nine Thousand One Hundred & Thirty Three)
	Total	1,54,59,133

"**RESOLVED FURTHER THAT** the Equity Shares shall be issued and allotted within a period of 15 (fifteen) days from the date of passing of this Special Resolution, provided that where any application for any approval or permission by any statutory or regulatory authority is pending, the period of fifteen days shall be counted from the date of such approval or permission, as the case may be or such other extended period as may be permitted under applicable SEBI Regulations, as amended from time to time."

"**RESOLVED FURTHER THAT** the Equity Shares to be issued and allotted shall be subject to the provisions of the Memorandum of Association and Articles of Association of the Company and shall rank pari passu with the then existing Equity Shares of the Company in all respects."

"**RESOLVED FURTHER THAT** the said Equity Shares shall be listed on the Stock Exchanges on which the existing Equity Shares of the Company are listed."

"**RESOLVED FURTHER THAT** the Equity Shares to be allotted to the Investor shall be freely transferable from the date of allotment, subject to lock-in requirement as prescribed by the SEBI Regulations, from time to time."

"**RESOLVED FURTHER THAT** the 'Relevant Date' in accordance with the SEBI Regulations shall be June 19, 2010, being the date 30 days prior to the date of the Extra-ordinary General Meeting of the Members of the Company held to consider the proposed issue of Equity Shares".

"**RESOLVED FURTHER THAT** the Equity Shares be allotted to the Investor at a price of INR 195.30 per Equity Share, which price is not less than the floor price determined in accordance with the SEBI Regulations.

"**RESOLVED FURTHER THAT** the Board be entitled to vary, modify or alter any of the foregoing terms and conditions to conform to those as may be prescribed by CLB, SEBI, ROC, RBI, FIPB, Stock Exchanges or any other appropriate authority/ies or in such manner or otherwise as the Board may, in its absolute discretion, deem fit."

"**RESOLVED FURTHER THAT** the Board be and is hereby, authorized to finalize the form of application and to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, expedient, proper or desirable to give effect to this resolution and to settle any matter, question, difficulty or doubt that may arise in regard to the issuance and allotment of Equity Shares of the Company in accordance with the terms of the Share Subscription Agreement dated June 19, 2010 entered into between the existing promoters, the Investor and the Company ("**Share Subscription Agreement**") and to negotiate, finalize and execute any other agreement(s) or document(s) and writings relating to the Issue as it may deem necessary, proper, desirable or expedient without requiring any further approval of the Members and that the Members shall be deemed to have given their approval thereto expressly by the authority of this resolution and any such documents so executed and delivered or acts and things done or caused to be done shall be conclusive evidence of the authority of the Company in so doing and any such document so executed and

delivered or acts and things done or caused to be done prior to the date hereof are hereby ratified, confirmed and approved as the acts and deeds of the Company, as the case may be.”

3 (A) To consider and if thought fit, to pass with or without modification(s) the following Resolution as a Special Resolution:

“RESOLVED THAT pursuant to the provisions of Section 81(1A) and all other applicable provisions, if any, of the Companies Act, 1956 (including any amendment thereto or re-enactment thereof), and in accordance with the enabling provisions of the Memorandum and Articles of Association of the Company, the provisions of Chapter VII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended from time to time, (“SEBI (ICDR) Regulations 2009”) and other applicable Rules, Regulations and Guidelines, if any, prescribed by the Securities and Exchange Board of India (“the SEBI”), the Reserve Bank of India (the “RBI”), Stock Exchanges and/or any other regulatory authorities and in terms of the Listing agreements entered into by the Company with the Stock Exchanges where the shares of the Company are listed, and subject to such approvals, consents, permissions and/or sanctions, if any of the appropriate authorities, institutions or bodies as may be required, and subject to such conditions as may be prescribed by any of them while granting any such approval, consent, permission, and/or sanction and which may be agreed to by the Board, consent of the Shareholders be and is hereby accorded to the Board of Directors of the Company and / or /Executive Committee of the Board of Directors of the Company (hereinafter referred to as the Board”), to create, offer, issue, allot and deliver equity shares not exceeding 28,20,000 (Twenty Eight Lakh Twenty Thousand only) of Rs.10/- (Rupees Ten only) each, at a price to be decided upon in accordance with SEBI (ICDR) Regulations 2009 , in addition to the existing paid up equity share capital, in one or more tranches, to the various Bankers of the Company, details whereof are provided in the Explanatory Statement to this Notice, through preferential issue in such manner and terms, conditions and price as may be determined by the Board in accordance with Chapter VII of the SEBI (ICDR) Regulations 2009 or other applicable Statutory provisions, rules or regulations”

“RESOLVED FURTHER THAT the Relevant Date for the purpose of determining the price of the equity shares will be the date of the Final Letter of Approval under CDR Package, in terms of relevant provisions of SEBI (ICDR) Regulations 2009 as amended from time to time”.

“RESOLVED FURTHER THAT all equity shares proposed to be allotted pursuant to this resolution shall be listed on the Stock Exchanges on which existing equity shares of the Company are listed”

“RESOLVED FURTHER THAT the Board be and is hereby authorized to decide the date for the issue of equity shares, finalise the allotment of the equity shares on the basis of the subscriptions received, finalise and arrange for the submission of any documents with any Government and Regulatory Authorities, Institutions or Bodies, as may be required and applicable, decide the pricing and terms and conditions of the equity shares, and all other related matters, as per applicable laws, regulations or guidelines for the time being applicable, decide the number of equity shares to be issued, and determination of the price of the shares in accordance with the SEBI (ICDR) Regulations 2009, authorise any Director or Directors of the Company or other Officer or Officers of the Company, including any power of attorney holder granted in this regard, to do such acts, deeds and things in connection with and incidental thereto, as the authorized person at his absolute discretion may deem fit and necessary or desirable in connection with the issue and allotment of the equity shares, to seek listing of the equity shares on any stock exchanges at which the equity of the Company was already listed and proposed to be listed in future, if any, submitting the listing applications to such stock exchanges and taking all necessary actions that may be required in connection with the obtaining of such listing approvals and to do all such acts, deeds, matters and things as it may, in its absolute discretion deem necessary or desirable.”

“RESOLVED FURTHER THAT all the equity shares proposed to be allotted pursuant to this Resolution shall be subject to Memorandum and Articles of Association of the Company and rank pari passu with the existing equity shares of the Company in all respects including for payment dividend.”

“RESOLVED FURTHER THAT such of these equity shares to be issued as are not subscribed may be disposed of by the Board/ Executive Committee thereof, to such persons and in such manner

and on such terms as the Board/ Executive Committee may in its all absolute discretion think most beneficial to the Company including offering or placing them with other Banks / Financial Institutions/ Investment Institutions / Mutual Funds / Foreign Institutional Investors or such other persons or otherwise as the Board/ Executive Committee thereof may in its absolute discretion decide”.

“RESOLVED FURTHER THAT for the purpose of giving effect to the above Resolutions, the Board/Executive Committee, be and is hereby authorized on behalf of the Company to take all actions and do all such deeds, matters and things as it may at their sole discretion deem necessary, desirable or expedient to the issue and allotment of equity shares and listing of the equity shares with the stock exchange(s) on which the company’s equity shares are listed and to resolve and settle any question, difficulty or doubt that may arise in regard to any such issue, offer and allotment of equity shares, without being required to seek any further consent or approval of the Shareholders.”

3 (B) To consider and if thought fit, to pass with or without modification(s) the following Resolution as a Special Resolution:

“RESOLVED THAT pursuant to the provisions of Section 81(1A) and all other applicable provisions, if any, of the Companies Act, 1956 (including any amendment thereto or re-enactment thereof), and in accordance with the enabling provisions of the Memorandum and Articles of Association of the Company, the provisions of Chapter VII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended from time to time, (“SEBI (ICDR) Regulations 2009”) and other applicable Rules, Regulations and Guidelines, if any, prescribed by the Securities and Exchange Board of India (“the SEBI”), the Reserve Bank of India (the “RBI”), Stock Exchanges and/or any other regulatory authorities and in terms of the Listing agreements entered into by the Company with the Stock Exchanges where the shares of the Company are listed, and subject to such approvals, consents, permissions and/or sanctions, if any of the appropriate authorities, institutions or bodies as may be required, and subject to such conditions as may be prescribed by any of them while granting any such approval, consent, permission, and/or sanction and which may be agreed to by the Board, consent of the Shareholders be and is hereby accorded to the Board of Directors of the Company and / or Executive Committee of the Board of Directors of the Company (hereinafter referred to as ‘the Board) , to create, offer, issue, allot and deliver not exceeding 2,50,00,000 (Two Crore and Fifty lakh only) 6% Optionally Convertible Cumulative Redeemable Preference Shares (OCCRPS) of Rs.100/- (Rupees One hundred only) each aggregating to Rs.250,00,00,000 (Rupees Two hundred and Fifty Crore only), with an option to convert 30% of these Preference Shares into Equity Shares of the Company on September 30, 2012 subject to relevant provisions of SEBI ICDR Regulations 2009, in one or more tranches, to the various Bankers of the Company, details whereof are provided in the Explanatory Statement to this Notice, through preferential issue in such manner and terms, conditions, and price as may be determined by the Board in accordance with Chapter VII of the SEBI (ICDR) Regulations 2009 or other applicable statutory provisions ,rules and regulations”

“RESOLVED FURTHER THAT the Relevant Date for the purpose of determining the price of the 30% convertible portion of OCCRPS will be on September 30, 2012 subject to relevant provisions of SEBI (ICDR) Regulations 2009 as amended from time to time”.

“RESOLVED FURTHER THAT all equity shares proposed to be allotted pursuant to conversion of OCCRPS shall be listed on the Stock Exchanges on which existing equity shares of the Company are listed”

“RESOLVED FURTHER THAT all the equity shares proposed to be allotted pursuant to conversion of the Preference Shares on September 30, 2012 shall be subject to provisions of Memorandum and Articles of Association of the Company and rank pari passu with the then existing equity shares of the Company in all respects including for payment of dividend.”

“RESOLVED FURTHER THAT the Board be and is hereby authorized to decide the date for the issue of OCCRPS, finalise the allotment of the OCCRPS on the basis of the subscriptions received, finalise and arrange for the submission of any documents with any Government and Regulatory Authorities, Institutions or Bodies, as may be required and applicable, decide the pricing and terms and conditions of the OCCRPS, and all other related matters, as per applicable laws, regulations or guidelines for the time being applicable, decide the number of OCCRPS to be issued, and

determination of the price in accordance with the SEBI (ICDR) Regulations 2009, authorise any Director or Directors of the Company or other Officer or Officers of the Company, including any power of attorney holder granted in this regard, to do such acts, deeds and things in connection with and incidental thereto, as the authorized person at his absolute discretion may deem fit and necessary or desirable in connection with the issue and allotment of the OCCRPS, to seek in-principle approval for listing of the convertible portion of OCCRPS on any stock exchanges at which the equity of the Company was already listed and proposed to be listed in future, if any, submitting the listing applications to such stock exchanges, wherever required, and taking all necessary actions that may be required in connection with the obtaining of such in-principle listing approvals and to do all such acts, deeds, matters and things as it may, in its absolute discretion deem necessary or desirable.”

“**RESOLVED FURTHER THAT** pursuant to the foregoing , OCCRPS issued but not subscribed be disposed of by the Board, to such persons and in such manner and on such terms as the Board may in its all absolute discretion think most beneficial to the Company including offering or placing them with other Banks / Financial Institutions/ Investment Institutions / Mutual Funds / Foreign Institutional Investors or such other persons ’ without being required to seek any further consent or approval of the Shareholders”

“**RESOLVED FURTHER THAT** for the purpose of giving effect to the above Resolutions, the Board, be and is hereby authorized on behalf of the Company to take all actions and do all such deeds, matters and things as it may at their sole discretion deem necessary, desirable or expedient to the issue and allotment of OCCRPS and listing, if any, of the OCCRPS with the stock exchange(s) on which the company’s equity shares are listed and to resolve and settle any question, difficulty or doubt that may arise in regard to any such issue, offer and allotment of OCCRPS, without being required to seek any further consent or approval of the Shareholders.”

3 (C) To consider and if thought fit, to pass with or without modification(s) the following Resolution as a Special Resolution:

“**RESOLVED THAT** pursuant to the provisions of Section 81(1A) and all other applicable provisions, if any, of the Companies Act, 1956 (including any amendment thereto or re-enactment thereof), and in accordance with the enabling provisions of the Memorandum and Articles of Association of the Company, the provisions of Chapter VII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended from time to time, (“SEBI (ICDR) Regulations 2009”) and other applicable Rules, Regulations and Guidelines, if any, prescribed by the Securities and Exchange Board of India (“the SEBI”), the Reserve Bank of India (the “RBI”), Stock Exchanges and/or any other regulatory authorities and in terms of the Listing agreements entered into by the Company with the Stock Exchanges where the shares of the Company are listed, and subject to such approvals, consents, permissions and/or sanctions, if any of the appropriate authorities, institutions or bodies as may be required, and subject to such conditions as may be prescribed by any of them while granting any such approval, consent, permission, and/ or sanction and which may be agreed to by the Board, consent of the Shareholders be and is hereby accorded to the Board of Directors of the Company and/or Executive Committee of the Board of Directors of the Company (hereinafter referred to as “the Board”), to create, offer, issue, allot and deliver not exceeding 55,00,000 (Fifty five Lakhs only) 6% Cumulative Redeemable Preference Shares (CRPS) of Rs.100/- (Rupees One hundred only) each aggregating to Rs.55,00,00,000/- (Rupees Fifty Five Crore only), in one or more tranches, to the various Bankers of the Company, details whereof are provided in the Explanatory Statement to this Notice, through preferential issue in such manner and on such terms, conditions and price as may be determined by the Board in accordance with Chapter VII of the SEBI (ICDR) Regulations 2009 or other applicable statutory provisions, rules and regulations”

“**RESOLVED FURTHER THAT** the Board be and is hereby authorized to decide the date for the issue of CRPS, finalise the allotment of the CRPS on the basis of the subscriptions received, finalise and arrange for the submission of any documents with any Government and Regulatory Authorities, Institutions or Bodies, as may be required and applicable, decide the pricing and terms and conditions of the CRPS, and all other related matters, as per applicable laws, regulations or guidelines for the time being applicable, decide the number of CRPS to be issued, and determination of the price in accordance with the SEBI (ICDR)

Regulations 2009, authorise any Director or Directors of the Company or other Officer or Officers of the Company, including any power of attorney holder granted in this regard, to do such acts, deeds and things in connection with and incidental thereto, as the authorized person at his absolute discretion may deem fit and necessary or desirable in connection with the issue and allotment of the CRPS.”

“**RESOLVED FURTHER THAT** pursuant to the foregoing CRPS issued but not subscribed be disposed of by the Board, to such persons and in such manner and on such terms as the Board may in its all absolute discretion think most beneficial to the Company including offering or placing them with other Banks / Financial Institutions/ Investment Institutions / Mutual Funds / Foreign Institutional Investors or such other persons without being required to seek any further consent or approval of the Shareholders”

“**RESOLVED FURTHER THAT** for the purpose of giving effect to the above Resolutions, the Board, be and is hereby authorized on behalf of the Company to take all actions and do all such deeds, matters and things as it may at their sole discretion deem necessary, desirable or expedient to the issue and allotment of CRPS and to resolve and settle any question, difficulty or doubt that may arise in regard to any such issue, offer and allotment of CRPS, without being required to seek any further consent or approval of the Shareholders.”

AMENDMENT OF ARTICLES OF ASSOCIATION

4. To consider and, if thought fit, to pass, with or without modification(s), the following resolution as a Special Resolution:-

“**RESOLVED THAT** pursuant to the provisions of Section 31 and other applicable provisions, if any, of the Companies Act, 1956, the present regulations contained in the Articles of Association of the Company amended to read as ‘Part I’ of the Articles of Association and a new ‘Part II’ be inserted in the Articles of Association in order to incorporate the relevant provisions of the Shareholders Agreement dated June 19, 2010 executed amongst the Company, the promoters of the Company, and the Investor (“**Shareholders Agreement**”) as Part II of the Articles of Association, a draft of which has been initialed by the Chairman (and a copy of which has been annexed to the Explanatory Statement), be and are hereby approved and adopted as the Articles of Association of the Company, which shall be effective on and from Completion Date (as defined in the Share Subscription Agreement), with no requirement for any further approval of the board or shareholders of the Company.”

“**RESOLVED FURTHER THAT** Mr.Vimal Kaushik, Managing Director of the Company, Mr.Arun K Saha, Director of the Company and Mr.G.Venkateswar Reddy, Company Secretary of the Company, be and are hereby jointly and/or severally authorized by the Company to undertake such acts, deeds and matters, including but not limited to making requisite filings with the Registrar of Companies that may be required to give effect to the amendments to the Articles of Association of the Company in accordance with this resolution.”

By Order of the Board of Directors

Place: Jeddah

G.Venkateswar Reddy

Date: June 19, 2010

Company Secretary

NOTES:

- i. A MEMBER ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF AND THE PROXY NEED NOT BE A MEMBER OF THE COMPANY. THE PROXIES TO BE EFFECTIVE, SHOULD BE DEPOSITED AT THE REGISTERED OFFICE OF THE COMPANY NOT LATER THAN 48 HOURS BEFORE THE COMMENCEMENT OF THE MEETING. BLANK FORM IS ATTACHED
- ii. The relative explanatory statement pursuant to section 173(2) of the Companies Act, 1956, in respect of resolutions set out hereinabove is annexed hereto and forms part of this notice.
- iii. Corporate members intending to send their authorized representatives to attend the meeting are requested to send a certified copy of board resolution on the letterhead of the company, signed by one of the directors, company secretary or any other authorized signatory named in the resolution, authorizing their representatives to attend and vote on their behalf at the meeting.
- iv. Members who hold shares in dematerialised form are requested to bring their CLIENT ID and DP ID numbers for easy identification of attendance at the meeting.

- v. Members are informed that in case of joint holders attending the meeting, only such joint holder who is higher in order of the names will be entitled to vote.
- vi. Members / Proxies are requested to hand over the enclosed Attendance Slip duly filled in, at the entrance for attending the meeting
- vii. Documents referred to in the accompanying Notice and Explanatory Statement are available for inspection at the Registered Office of the Company during office hours between 11.00 a.m. and 1.00 p.m. on all working days prior to the date of the Annual General Meeting
- viii. Members are requested to notify immediately any change of address to their Depository Participants (DPs) in respect of their holdings in electronic form and to the Registrars of the Company i.e. Karvy Computershare Private Limited, Plot No. 17-24, Vittal Rao Nagar, Madhapur, Hyderabad – 500 081 in respect of their physical share folios, if any
- ix. Members who hold shares in dematerialised form are requested to write their Client ID and DP ID and those who hold shares in physical form are requested to write their Folio Number in the attendance slip for attending the Meeting.
- x. The record date for the purpose of attending the Extra Ordinary General Meeting of the Members is fixed as July 16, 2010.

EXPLANATORY STATEMENT PURSUANT TO SECTION 173(2) OF THE COMPANIES ACT, 1956.

The following Explanatory Statement pursuant to Section 173(2) of the Companies Act, 1956 ("the Act"), sets out all material facts relating to the Special Business mentioned in the accompanying Notice and should be taken as forming part of the Notice.

Item No. 1

- i. The Authorized Capital of the Company as reflected in the Memorandum of Association of the Company is Rs. 75,00,00,000 (Rupees Seventy Five Crore only) divided into 7,50,00,000 (Seven Crore Fifty Lakhs) Equity Shares of 10/- each. The Issued and Paid up Equity Share Capital of the Company as on June 19, 2010 comprised of 5,88,50,856 (Five Crore Eighty Eight Lakhs Fifty Thousand Eight Hundred and Fifty Six) Equity Shares of Rs. 10/- each aggregating Rs. 58,85,08,560 (Rupees Fifty Eight Crore Eighty Five Lakhs Eight Thousand Five Hundred and Sixty only).
- ii. The Company in the future may decide to raise funds and plan to issue shares on a rights/preferential/private placement basis. Hence, in anticipation of the same the Company wishes to increase the Authorized Capital. It is proposed to increase the Authorized Capital of the Company from Rs. 75,00,00,000 (Rupees Seventy Five Crore only) to Rs. 500 Crores by creation of 7,50,00,000 (Seven Crore Fifty Lakh only) Equity Shares of Rs. 10/- each and by creation of 3,50,00,000 (Three Crore Fifty Lakh only) Preference Shares of Rs.100/- each.
- iii. The Directors recommend the resolution for acceptance. None of the Directors of the Company are interested in the proposed

Resolution except as holders of shares in general. A Copy of the Memorandum and Articles of Association together with the proposed alterations is available for inspection by the Members at the Registered Office of the Company between 11:00 a.m. to 1:00 p.m. on all working days from the date hereof upto the date of the Meeting.

Item No. 2

- (i) Your Company has ambitious expansion plans including expansion through inorganic growth. Your Company also needs to raise long-term resources to meet its expansion plans including through inorganic growth and for funding general corporate purposes. In these circumstances, it is proposed to issue and allot Equity Shares as contemplated in the Resolution set out in Item No. 2 above ("Issue"). Your Company intends to raise around Rs. 3000 million of incremental funds for meeting the objectives specified hereunder.
- (ii) The proposed Issue would result in the control and management of your Company from the present promoters to joint control by the present promoters and SBG Group. The voting rights would change according to the change in the shareholding pattern of your Company, as indicated below.
- (iii) The Equity Shares allotted shall be subject to lock-in as per the provisions of Chapter VII of the SEBI Regulations.
- (iv) The issue price of Equity Shares is in conformity with the provisions of the SEBI Regulations.
- (v) Allotment pursuant to this Special Resolution shall be completed within a period of fifteen days from the date of passing the Resolution, provided that where any application for any approval or permission by any statutory or regulatory authority is pending, the period of fifteen days shall be counted from the date of such approval or permission, as the case may be.
- (vi) A copy of the Certificate to be issued by the Statutory Auditors to the effect that the issue and allotment of Equity Shares is in accordance with SEBI Regulations will be placed before the Members at the said Extraordinary General Meeting and will also be available at the Registered Office of your Company between 11.00 a.m. to 1.00 p.m. on any working day up to date of the ensuing Extraordinary General Meeting of your Company.

Additional Disclosure Pursuant to Chapter VII of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009.

Object of the Issue:

To raise long term resources to meet your Company's expansion plans including inorganic growth and for funding general corporate purposes.

Proposal of the promoter, directors or key management personnel of the issuer to subscribe to the offer:

The Promoter, Directors and key management personnel of your Company do not intend to participate in the Issue.

Shareholding pattern- pre and post preferential issue:

The present shareholding pattern of Equity Shares is as under:

Sl. No.	Category	Pre-Issue	
		No. of Equity Shares	% of holding
(A)	Promoter(s), Promoter Group (s)		
(a)	Infrastructure Leasing and Financial Services Ltd	1,32,45,250	22.51%
(b)	IL&FS Financial Services Ltd	85,33,374	14.50%
(B)	Public Shareholding		
1	Institutions		
(a)	Mutual Funds/ UTI	25,97,458	4.41%
(b)	Financial Institution/ Banks	66,612	0.11%
(c)	Central Govt./State Govts.		
(d)	Venture capital Funds		
(e)	Insurance Companies		
(f)	Foreign Institutional Investors	28,00,757	4.76%
(g)	Foreign Venture Capital Investors		
(h)	Foreign Companies		
	Sub-Total (B)(1)	54,64,827	9.29%
B 2	Non Institutions		
(a)	Bodies Corporate	1,67,37,631	28.44%
(b)	Individuals	1,29,88,937	22.07%
(c)	Any Other (Specify)	18	0.00%
(c-i)	Clearing Member	15,27,463	2.60%
(c-ii)	Non Resident Indian	3,48,054	0.58%
(c-iii)	Trusts	5,302	0.01%
	Sub-Total (B) (2)	3,16,07,405	53.70%
(B)	Total Public Shareholding (B) = B(1) + B(2)	3,70,72,232	63.00%
	TOTAL (A) + (B)	5,88,50,856	100.00%

The post-issue shareholding pattern of Equity Shares will be as under:

Sl. No.	Category	Post-Issue	
		No. of Equity Shares	% of holding
(A)	Promoter(s), Promoter Group (s)		
(a)	Infrastructure Leasing and Financial Services Ltd	1,32,45,250	17.82%
(b)	IL&FS Financial Services Ltd	85,33,374	11.48%
(c)	SBG Projects Investments Limited	15,459,133	20.80%*
(B)	Public Shareholding		
1	Institutions		
(a)	Mutual Funds/ UTI	25,97,458	3.50%
(b)	Financial Institution/ Banks	66,612	0.09%
(c)	Central Govt./State Govts.		
(d)	Venture capital Funds		
(e)	Insurance Companies		
(f)	Foreign Institutional Investors	28,00,757	3.77%
(g)	Foreign Venture Capital Investors		
(h)	Foreign Companies		
	Sub-Total (B)(1)	54,64,827	7.35%
B 2	Non Institutions		
(a)	Bodies Corporate	1,67,37,631	22.52%
(b)	Individuals	1,29,88,937	17.48%
(c)	Any Other (Specify)	18	0.00%
(c-i)	Clearing Member	15,27,463	2.06%
(c-ii)	Non Resident Indian	3,48,054	0.47%
(c-iii)	Trusts	5,302	0.01%
	Sub-Total (B) (2)	3,16,07,405	42.53%
(B)	Total Public Shareholding (B) = B(1) + B(2)	3,70,72,232	49.89%
	TOTAL (A) + (B)	7,43,09,989	100.00%

The aforesaid shareholding pattern may change from time to time, due to (i) tendering of Equity Shares by the public pursuant to the public announcement made by the Investor in accordance with Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 as amended and (ii) depending upon the transfer of shares by the existing shareholders and further issue of capital, if any, by your Company during the said period.

Time within which the preferential issue shall be completed:

Allotment pursuant to this Special Resolution shall be completed within a period of fifteen days from the date of passing the Resolution, provided that where any application for any approval or permission by any statutory or regulatory authority is pending, the period of fifteen days shall be counted from the date of such approval or permission, as the case may be.

The identity and pre-issue shareholding of the proposed allottees and on issue of the Equity Shares is as follows:

Identity of proposed allottee	Pre- Issue		Post-Issue	
	No. of Equity Shares held	% of Holding	No. of Equity Shares held	% of Holding
SBG Projects Investments Limited	NIL	NIL	15,459,133	20.80*

* Immediately after this issue of Shares to SBG Projects Investments Ltd.

Your Company undertakes that:

a) It shall re-compute the price of the specified securities in terms of the provisions of SEBI Regulations where it is required to do so under the SEBI Regulations;

If the amount payable on account of the re-computation of price is not paid within the time stipulated in SEBI Regulations, the specified securities shall continue to be locked-in till the time such amount is paid by the allottee.

The Board of Directors commends the Resolution for your approval.

Item No. 3 (A), (B) and (C)

Due to liquidity crunch and other difficulties during the previous financial year, the Company had approached its bankers for restructuring of its debt under Corporate Debt Restructuring (CDR) Package. The CDR Empowered Group had sanctioned CDR Package on July 2, 2009. However, subsequent to Company Law Board Order Aug 31, 2009 and induction of IL&FS as new promoter, as a part of its efforts to stabilize its operations, the Company again approached CDR Empowered Group for revision in CDR Package. Accordingly, provisional Letter of Approval has been issued on June 16, 2010

As part of the revised CDR Package, the Company would be issuing to the CDR Consortium Banks:

(a) up to 28,20,000 Equity shares of Rs 10 each on preferential basis, at a price to be determined in terms of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2009

(b) 250,00,000, 6% Optional Convertible Cumulative Redeemable Preference Shares (OCCRPS) of Rs 100 each, and

(c) up to 55,00,000 6% Cumulative Redeemable Preference Shares of Rs 100 each

as per details provided in the Resolution subject to relevant provisions of SEBI (Issue of Capital and Disclosure Requirements) Regulations 2009

As per terms of issue and understanding reached between the CDR Lenders and the Company pursuant to CDR approval, the 30% Optionally Convertible Redeemable Preference shares (OCCRPS) would be converted into equity shares of the Company on September 30, 2012 subject to the provisions of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 and approval of SEBI, if required

Further, the CDR Empowered Group has agreed to convert 50% of Funded Interest Term Loan upto Rs.110 crores into 6% Cumulative Redeemable Preference shares (CRPS) subject to adherence to relevant regulatory requirements

The CDR Empowered Group further agreed to convert balance 50% of Funded Interest Term Loan upto Rs 110 Crores into Equity Share Capital by issuing new shares to the Lenders subject to the adherence to relevant regulatory requirements.

The 'Relevant Date' for the purpose of fixation of price for equity shares will be the date of the Final Letter of Approval under CDR Package by the CDR Empowered Group and in terms of the SEBI (ICDR) Regulations 2009.

The 'Relevant Date' for the purpose of fixation of price for conversion of 30% OCCRPS shall be in terms of the SEBI (ICDR) Regulations 2009. Disclosure under Regulation 73(1) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009, regarding proposed issue and allotment of equity shares and specified securities as preferential allotment:

(a) The objects of the preferential issue.

The equity shares and preference shares are proposed to be issued with an objective of complying with the Corporate Debt Restructuring requirements.

(b) The proposal of the promoters, directors or key management personnel of the issuer to subscribe to the offer.

The Promoters, directors or key management personnel do not propose to subscribe to the offer. The offer is meant for only to the Bankers of the Company, pursuant to the CDR Scheme.

S.No.	Category	Pre-preferential holding (as on June 19,2010)		Equity Shares to be allotted	Preference Shares (OCCRPS) to be allotted up to a Maximum of	Post-Preferential issue shareholding after proposed allotment of equity shares and before conversion of preference shares proposed to be allotted		Post-Preferential holding (after allotment of equity shares and on assumptin of 30% conversion of OCCRPS)		Preference Shares (CRPS) of be allotted up to a maximum of
		(iii)	(iv)			(vii)	(viii)	(ix)	(x)	
(i)	(ii)			(v)	(vi)					(xi)
A	Promoters' Shareholding									
	a. Indian	21778624	37.01%			21778624	28.24%	21778624	26.90%	
	b. Foreign			15459133 *		15459133	20.04%	15459133	19.09%	
	Sub-Total (A)	21778624	37.01%			37237757	48.28%	37237757	45.99%	
B	Public Shareholding									
	1. NRIs/FIIs/OCBs	3148829	5.35%			3148829	4.08%	3148829	3.89%	
	2. Govt./Banks/Mutual Funds	2640458	4.49%			2640458	3.42%	2640458	3.26%	
	3. CDR Consortium Banks**			2820000#	25000000	2820000	3.66%	6666153 \$	8.23%	5500000
	4. General Public Shareholding									
	a. Bodies Corporate	16737631	28.44%			16737631	21.70%	16737631	20.67%	
	b. Individuals	14545314	24.72%			14545314	18.86%	14545314	17.96%	
	Sub-Total (B)	37072232	62.99%			39892232	51.72%	43738385	54.01%	
C	Custodian for GDRs									
	GRAND TOTAL	58850856	100.00%	18279133	25000000	77129989	100.00%	80976142	100.00%	5500000

* Pursuant to the Resolution No.2 of this Notice

** CDR Consists of 10 banks, namely Allahabad Bank, Bank of India, Bank of Maharashtra, ICICI Bank, IDBI Bank, Indian Overseas Bank, Punjab National Bank, State Bank of Hyderabad, State Bank of India and Vijaya Bank.

upto a maximum of 2820000 equity shares

\$ Assumed the conversion price of Rs.195/- per share on conversion amount of Rs.75 Crores thereby the number of shares to be issued shall be 38,46,153 which taken together of previous allotment of 2820000 works out to 6666153 shares. The assumed price of conversion may vary at the time of conversion based on SEBI (ICDR) Regulations 2009.

Notes:

- In the above table, the shareholding pattern vide column Nos. (ix) and (x), has been calculated on the basis of allotment of equity shares and on assumption of 30% conversion of preference shares to be issued/allotted to the proposed allottees.
- The pre and post issue shareholding has been calculated, based on the shareholding of the Company as on June 19, 2010 and post issue is after allotment of shares pursuant to the above resolutions, including allotment of shares to SBG Projects Investments Limited
- The preference shareholders, entitled to acquire equity shares upon conversion shall comply with the applicable provisions of the SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 1997, if applicable.

(d) The time within which the preferential issue shall be completed.

The allotment of the equity shares - will be completed within a period of 15 days from July 19, 2010 being date on which members sanction is obtained for preferential allotment, as per Section 81(1A) of the Companies Act, 1956 or within 15 days from the date of approval for such allotment by any Regulatory Authority or the Central Government, whichever is later.

The certificate from the Statutory Auditors of the Company stating that the issue is being made in accordance with the requirements of SEBI (ICDR) Regulations 2009 including fixation of issue price as per the SEBI (ICDR) Regulations 2009, will be placed before the Extra-ordinary General Meeting proposed to be held on July 19, 2010 for verification of Members.

(e) The identity of the proposed allottee, the percentage of post preferential issue capital that may be held by them and change in control, if any, in the issuer consequent to the preferential issue.

S.No.	Name and Address of the Proposed Allottees	Pre-preferential holding (as on June 19,2010)	Equity Shares to be allotted up to a maximum of	Preference Shares (OCCRPS) to be allotted up to a Maximum of	Post-Preferential issue shareholding after proposed allotment of equity shares and before conversion of preference shares proposed to be allotted	Post-Preferential holding (after allotment of equity shares and on assumptin of 30% conversion of OCCRPS)	Preference Shares (CRPS) of be allotted up to a maximum of		
	CDR CONSORTIUM BANKS NAMELY Allahabad Bank Bank of India Bank of Maharashtra ICICI Bank IDBI Bank Indian Overseas Bank Punjab National Bank State Bank of Hyderabad State Bank of India Vijaya Bank	Nil	2820000	25000000	2820000	3.66%	6666153\$	8.23%	5500000

\$ Assumed the conversion price of Rs.195/- per share on conversion amount of Rs.75 Crores thereby the number of shares to be issued shall be 38,46,153 which taken together of previous allotment of 28,20, 000 works out to 6666153 shares. The assumed price of conversion may vary at the time of conversion based on SEBI (ICDR) Regulations 2009.

The preference (OCCRPS) shareholders, entitled to acquire equity shares upon 30% conversion of OCCRPS shall comply with the applicable provisions of the SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 1997, if applicable.

There will neither be any change in the composition of the Board nor be any change in the control of the Company on account of the proposed preferential issue. However, there will be corresponding change in the shareholding pattern as well as voting rights consequent to preferential issue.

(f) An undertaking that the issuer shall re-compute the price of the specified securities in terms of the provision of these regulations where it is required to do so.

The Company undertakes that it shall re-compute the price of the specified securities in terms of the provisions of these regulations where it is required to do so.

(g) an undertaking that if the amount payable on account of the re-computation of price is not paid within the time stipulated in these regulations, the specified securities shall continue to be locked-in till the time such amount is paid by the allottees.

The Company undertakes that if the amount payable on account of the re-computation of price, if any, is not paid within the time stipulated in these regulations, the specified securities shall continue to be locked-in till the time such amount is paid by the allottees.

Item No. 4

Under the terms of the Share Subscription Agreement, your Company is required to amend the Articles of Association to reflect the understanding between the Company, the Promoters and the Investor. The amendment of the Articles of Association is an important step in completion of Conditions Precedents to the transaction and it would, *inter- alia*, reflect the co-promoter status of the Investor. A draft of the proposed amended Articles of Association is appended hereto as Appendix-1. The functioning of your Company would be further strengthened by the accurate reflection of the rights and obligations of your Company, the Promoters and the Investor in the Articles of Association.

The Board recommends the Resolution for your approval.

Memorandum of concern or interest:

None of the Directors of your Company is, in any way, concerned or interested in this Resolution

By Order of the Board of Directors

Place: Jeddah

Date: June 19, 2010

G.Venkateswar Reddy

Company Secretary

Appendix 1

CHAPTER II – SPECIFIED ARTICLES

MISCELLANEOUS

109. The Specified Articles shall have effect notwithstanding anything to the contrary contained in Articles 1 to 108 above.
110. Subject to Article 111 below, the matters listed in the Specified Articles are in addition to all other rights that the Investor and the Promoters have as Specified Shareholders of the Company under these Articles.
111. In the event of any conflict between the provisions of Articles 1 to 108 above and the provisions of the Specified Articles, the provisions of the Specified Articles shall prevail.

DEFINITIONS

112. For the purpose of the Specified Articles, unless the context otherwise requires, the following expressions shall have the following meanings:

Act means the Indian Companies Act, 1956;

Affiliate means:

- a. in relation to the Promoters, (i) any entity Controlled, directly or indirectly by the Promoter or an Affiliate of the Promoter, (ii) any entity that Controls, directly or indirectly the Promoter; and (iii) or any entity under common Control with the Promoter;
- b. in relation to the Investor, (i) any entity Controlled, directly or indirectly, by the Investor, (ii) any entity that Controls, directly or indirectly, the Investor, or (iii) any entity under common Control with the Investor; and
- c. in relation to any other Person, (i) any entity Controlled, directly or indirectly, by that Person, (ii) any entity that Controls, directly or indirectly, that Person, or (iii) any entity under common Control with that Person or, in the case of a natural Person, any Relative of such Person;

Board means the board of directors of the Company as constituted from time to time;

Business means principally the engineering procurement construction and the construction business for, *inter alia*, infrastructure facilities (including but not limited to irrigation projects, power projects, roads, ports, airports and railways) and housing / township projects;

Business Day means any day other than a Saturday, Sunday or any day on which banks in Hyderabad or Mumbai, India or Jeddah, Saudi Arabia are closed;

Competing Business means the engineering procurement construction and the construction business for, *inter alia*, infrastructure facilities (including but not limited to irrigation projects, power projects, roads, ports, airports and railways) and housing / township projects;

Competitor means any Person engaged in the Competing Business;

Completion Date shall have the meaning ascribed to it in the Share Subscription Agreement;

Consent means any notice, consent, approval, authorization, waiver, permit, grant, concession, agreement, license, certificate, exemption, order or registration, of, with or to any Person;

Control (including with correlative meaning, the terms **Controlled by** and **under common Control** with) means the power and ability to direct the management and policies of the controlled enterprise either through (i) ownership of (a) in an unlisted enterprise; 50% (fifty percent) or more, or (b) in a listed enterprise; 26% (twenty six percent) or more, in each case, of the voting rights of the concerned enterprise; or (ii) the power or right to appoint or nominate at least half of the members of the board of directors or similar governing body; or (iii) contract or otherwise. It being clarified that veto rights of the nature commonly granted to financial investors or lenders shall not, by themselves, constitute power and ability to direct the management and policies of the controlled enterprise;

Deed of Adherence shall be the deed of adherence as set forth in Schedule 2 of the Shareholders Agreement;

Director means a director of the Company (including any duly appointed alternate director);

Effective Date shall mean the Completion Date;

Encumbrance means (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of

security under applicable Law; (ii) any voting agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person; and (iii) any adverse claim as to title, possession or use;

Equity Share(s) means the equity share(s) of the Company having a par value of Rs. 10 (ten) per share and 1 (one) vote per share;

Equity Securities means, the Company's equity capital (including the Equity Shares) or any options, warrants, convertible preference shares, loans or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, such equity capital;

Excess Shares means the Investor Excess Shares and the Promoter Excess Shares;

Financial Year means the financial year of the Company, which begins on April 1st of a calendar year and ends on 31st March of the next calendar year;

Governmental Authority means any government in any province or state in India; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of India, or any political subdivision thereof; any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange in India;

Governmental Approval means any Consent of, with or to any Governmental Authority;

IFIN means IL&FS Financial Services Limited, a company incorporated under the laws of India and having its registered office at IL&FS Financial Centre, Plot No. C-22 G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051;

IL&FS means Infrastructure Leasing & Financial Services Limited, a company incorporated under the laws of India and having its registered office at IL&FS Financial Centre, Plot No. C-22 G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051;

Independent Director means a Director who would be considered to be an 'independent director' of the Company as per the equity listing agreement of the Stock Exchanges and as may be prescribed by SEBI from time to time;

Investor means SBG Projects Investments Limited, a company incorporated under the laws of the Republic of Mauritius and having its registered office at Rogers House, 5 President John Kennedy St., Port-Louis, Mauritius;

Investor Director(s) means a Director nominated by the Investor in accordance with the provisions of the Specified Articles;

Investor Excess Shares means all such Equity Shares acquired by the Investor in the Open Offer which exceed the Investor Open Offer Shares;

Investor Open Offer Shares means all such Equity Shares as may be acquired by the Investor in the Open Offer upto and including 6% (six percent) of the Share Capital of the Company;

Law means all applicable provisions of all (a) constitutions, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances or orders of any Governmental Authority, (b) Governmental Approvals, and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority;

Lock-In Period means the period between the Effective Date and 5 (five) years from the Effective Date;

Open Offer shall have the meaning ascribed to it in the Share Subscription Agreement;

Ownership at any time means ownership of the Equity Shares representing a percentage of the Share Capital;

Person means any natural person, firm, company, Governmental Authority, joint venture, partnership, association or other entity (whether or not having separate legal personality);

Pro Rata Share or **Specified Shareholder's Pro Rata Share** means, with respect to any Specified Shareholder, the proportion that the number of Equity Securities held by such Specified Shareholder bears to the aggregate number of Equity Securities held by all Specified Shareholders of the Company, in each case on a fully diluted basis. For the avoidance of doubt it is clarified that for the purposes of calculating the Equity Securities held by any Specified Shareholder such calculation shall not include the Promoter Excess Shares in case of the Promoter and the Investor Excess Shares in case of the Investor. It being clarified that in case of acquisition of such Promoter Excess Shares by the Investor, the Promoter Excess Shares shall be calculated for purpose of the shareholding of the Investor and likewise, in case of acquisition of such Investor Excess Shares by the Promoters, the Investor Excess Shares shall be calculated for purpose of the shareholding of the Promoters;

Promoter means IL&FS and IFIN individually and **Promoters** means IL&FS and IFIN collectively;

Promoter Director(s) means a Director nominated by the Promoters in accordance with the provisions of the Specified Articles;

Promoter Excess Shares means the Equity Shares acquired by the Promoters in the Open Offer;

Rupees or Rs. means Indian rupees or the lawful currency of the Republic of India;

SEBI means the Securities and Exchange Board of India;

Specified Shareholder(s) means the Investor, the Promoters and any Person who becomes a Specified Shareholder of the Company in accordance with the terms of the Specified Articles and executes a Deed of Adherence, in each case for so long as such Person remains a Specified Shareholder of the Company, and shall be deemed to include the estate of any Specified Shareholder that is a natural Person and the executor, conservator, committee or other similar legal representative of any Specified Shareholder that is a natural Person or such Specified Shareholder's estate following the death or incapacitation of such Specified Shareholder;

Share Capital means the fully paid-up equity share capital of the Company on a fully diluted basis;

Specified Articles means Articles 112 to 158 of these Articles;

Stock Exchange means either the Bombay Stock Exchange Limited or the National Stock Exchange of India Limited or such other stock exchange as may be mutually agreed to in writing between the Company and the Investor;

Shareholders Agreement means the agreement dated June 19, 2010, between the Company, the Promoters and the Investor regulating the relationship of the Company, the Promoters and the Investor for certain matters relating to the subscription to Equity Securities and their mutual rights and obligations;

Share Subscription Agreement means the agreement dated June 19, 2010, between the Company, the Promoters and the Investor relating to matters governing the subscription and issue of the Subscription Shares by the Investor and the Company respectively;

Subscription Shares means 1,54,59,133 (One Crore Fifty Four Lakhs Fifty Nine Thousand One Hundred and Thirty Three) Equity Shares;

Subsidiary means a subsidiary of the Company within the meaning of Section 4 of the Act, including but not limited to all the entities set forth below:

Sr. No	Name of the Subsidiary	Company's Share (%)
1	Maytas Mineral Resources Limited	100%
2	Maytas Metro Limited	100%
3	Maytas Vasishta Varidhi Limited	100%
4	Maytas Infra Assets Limited	100%

Takeover Regulations means the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, as amended from time to time; and

Transfer means sell, gift, give, assign, transfer, transfer of any interest in trust, mortgage, alienation, hypothecate, pledge, encumber, grant a security interest in, amalgamate, merge or suffer to exist (whether by operation of law or otherwise) any Encumbrance on, any Equity Securities or any right, title or interest therein or otherwise dispose of in any manner whatsoever voluntarily or involuntarily.

NON - COMPETE

113. The Promoters and the Investor shall abide by and comply with any non-compete obligations that may have been mutually agreed inter se the Promoters and the Investor, as though the same form part of the Specified Articles.

FURTHER CAPITAL INCREASE

114. Issue

The Company shall not issue any Equity Securities of any type or class to any Person other than by way of rights issue in accordance with Section 81(1) of the Act unless otherwise agreed by each of the Shareholders. In the event that the Company intends to raise any further capital, it shall first offer to each Shareholder a right to participate in such further capital issuance in proportion to its Pro Rata Share, on such terms and conditions as the Promoters and the Investor may agree with the Company.

CORPORATE GOVERNANCE

115. Authority of the Board and Management

MAYTAS INFRA LIMITED

Subject to the provisions of the Specified Articles and the Act, the Board shall be responsible for the management, supervision, direction and control of the Company and, as a holding company, its Subsidiaries. Subject to the provisions of the Specified Articles, the Board shall be entitled to delegate powers to such persons and such committees that the Board may create to assist it in its business strategy and objectives.

116. Composition of the Board

116.1 Subject to applicable Law, the Company shall appoint Directors to the Board in accordance with the Specified Articles. The number of directors constituting the entire Board shall initially be 8 (eight), provided that if applicable Law requires the appointment of additional independent directors, the Company, the Promoters and the Investor will agree upon the manner in which the Board is to be reconstituted in a manner so as to ensure the same representation between the Promoters and the Investor. Subject to applicable Law, the Promoters and the Investor shall, on the Completion Date, re-constitute the composition of the Board so as to have the ability to nominate equal number of Directors on the Board and the Company shall appoint such Directors nominated by the Promoters and the Investor.

116.2 The chairman of the Board shall be the Promoter Director or shall be appointed from amongst the Promoter Directors, if there is more than one Promoter Director. However, in the event the Promoters cease to have the right to appoint more than 1 (one) Director in accordance with the provisions of Articles 155 to 157 below and provided the Investor does not hold less than 11% (eleven percent) of the Share Capital of the Company, then the chairman of the Board shall be the Investor Director or shall be appointed from amongst the Investor Directors, if there is more than one Investor Director.

117. Independent Directors

The Company shall have the right to recommend upto four (4) (or such number as required by Law) individual Persons for appointment to the Board as Independent Directors subject to the written acceptance of the Promoters and the Investor in respect of each of such Independent Directors.

118. Committees

118.1 The Board may, from time to time, constitute committees of the Board (consisting exclusively of Directors) and may determine their functions, powers, authorities and responsibilities. Subject to applicable Law and the provisions of Articles 155 to 157 below, each committee of the Board (including the audit committee) so constituted shall however; include equal number of Investor Directors and Promoter Directors. The presence of one Investor Director and one Promoter Director shall be required for the purpose of constituting quorum for any meeting of such committees. If such a quorum is not present within one hour from the time appointed for the meeting, the meeting shall stand adjourned to a time 7 (seven) Business Days later at the same place, at which meeting ("**Adjourned Committee Meeting**") the Directors present shall constitute a valid quorum even though the Investor Director or the Promoter Director is not present, provided that (i) a written notice of the Adjourned Committee Meeting shall have been delivered to all committee members at least 5 (five) Business Days prior to the date of the Adjourned Committee Meeting; (ii) no new items, not previously included in the agenda for the adjourned meeting are including in the Adjourned Committee Meeting; and (iii) the Adjourned Committee Meeting shall not consider, vote on or take a decision on any matter/ action listed in Article 132.

118.2 The Board shall at its first meeting after the Effective Date constitute a committee ("**Executive Committee**") which shall comprise of equal number of Investor Directors and Promoter Directors and shall be entrusted with the task of overseeing the operations of the Company including matters relating to bidding for various projects, qualifications processes and requirements, staffing, financing and other organizational matter and facilitate joint decision-making on operational matters of the Company. The Board shall at the time of constituting the Executive Committee also prescribe the broad guidelines outlining the role and functions of the Executive Committee.

119. Qualification Shares

The Directors shall not be required to hold any qualification shares.

120. Removal and Replacement of Directors

Subject to Article 116, the Investor and the Promoters shall have

the right to require the removal of an Investor Director or the Promoter Director, as the case maybe, at any time and shall be entitled to nominate another representative as a Director in place of the Director so removed. In the event of the resignation or retirement of an Investor Director or a Promoter Director, the Investor or the Promoters, as the case maybe, shall be entitled to nominate another representative as Director in place of such resigning or retiring Director. Such successor or replacement Investor Director or the Promoters, as the case maybe, shall be nominated and elected on or as soon as practicable after the date of such resignation or removal and in any event within 25 (twenty-five) Business Days after such resignation or removal.

121. **Alternate Director**

The Promoters and/or the Investor shall be entitled through its/ their Directors to nominate an alternate Director to act in accordance with the Act for any Director nominated by the Investor or the Promoters, as the case may be, and shall issue a written notice to the Company providing the name and contact address of such alternate Director ("**Alternate Director Nomination Notice**"). The Board shall appoint the alternate Director so nominated within 7 (seven) Business Days of the receipt of the Alternate Director Nomination Notice. Each Shareholder shall also have a right to withdraw their nominated alternate Director and nominate another in his/her place. The Investor and the Promoters shall take all such actions, including exercising their respective votes in relation to the Equity Securities controlled by it, as may be required to cause any alternate Director nominated pursuant to this Article 121 to be duly elected or appointed.

122. **Directors' Access**

Directors shall be entitled to examine the books, accounts and records of the Company and shall have free access, at all reasonable times and with prior reasonable written notice, to any and all properties and facilities of the Company. The Company shall provide such information relating to the business affairs and financial position of the Company or its Subsidiaries, as the Directors may reasonably require. The Directors may provide such information to either the Promoters or the Investor, by whom they have been nominated.

123. **Intentionally left blank**

124. **Intentionally left blank**

BOARD AND SHAREHOLDERS' MEETING

125. **Frequency and Location of Board Meetings**

Meetings of the Board shall take place in accordance with applicable Law, subject to a minimum of one meeting each quarter and at least four such meetings shall be held in every year.

126. **Notice**

A meeting of the Board may be called by the Chairman of the Board or any Director giving notice in writing to the company secretary of the Company specifying the date, time and agenda for such meeting. The company secretary shall upon receipt of such notice, give a copy of such notice to all Directors of such meeting, accompanied by a written agenda specifying in reasonable detail the business of such meeting and no matter other than as set out in the agenda shall be discussed or resolved at the said meeting of the Board or any adjournment thereof, except with the prior written consent of the Investor Director and the Promoter Director. The Company shall ensure that notice of a meeting of the Board shall be accompanied by necessary background and other information and/ or supporting documents pertaining to the business proposed to be transacted thereat. Not less than 15 (fifteen) days notice of a meeting of the Board shall be given to all Directors; provided, however, that such notice period: (i) shall not apply in the case of an Adjourned Board Meeting as defined in Article 127 below; and (ii) may be reduced with the written consent of a majority of the Directors, provided, however, that such majority shall include an Investor Director and a Promoter Director.

127. **Quorum**

Subject to the provisions of the Act, all meetings of the Board shall require a quorum of at least two Directors; provided, however, that the quorum must include at least one Investor Director and one Promoter Director in respect of any meeting. If such a quorum is not present within one hour from the time appointed for the meeting, the meeting shall adjourned to a time 7 (seven) Business Days later at the same place, at which meeting ("**Adjourned Board Meeting**") the Directors present shall

constitute a valid quorum even though the Investor Director or the Promoter Director is not present, provided that (i) written notice of the Adjourned Board Meeting shall have been delivered to all Directors at least 7 (seven) days prior to the date of the Adjourned Board Meeting; (ii) no new items, not previously included in the agenda for the adjourned meeting are included in the Adjourned Board Meeting; and (iii) if any matter/ action listed in Article 132 is to be resolved at the Adjourned Board Meeting and any of the Investor Directors or the Promoter Directors are unable to attend the concerned Adjourned Board Meeting, then the Investor or the Promoters, as the case may be, shall address a written notice to the Company and/or the Promoters or the Investor (as the case may be) expressing their approval or disapproval on the matters/ actions listed in Article 132 proposed to be resolved at the Adjourned Board Meeting at least 2 (two) days prior to the date of the Adjourned Board Meeting. In the event either the Promoters or the Investor, as the case may be, have expressed their disapproval, the concerned matter/ action shall not be tabled before the Board at the Adjourned Board Meeting. If however, the Promoters or the Investor, as the case may be, have expressed their approval or failed to communicate their decision before 2 (two) days prior to the date of the Adjourned Board Meeting, the concerned matter/ action shall tabled before the Board at the Adjourned Board Meeting for resolution thereupon.

128. **Voting**

At any Board meeting, each Director may exercise one vote. Except as provided in Article 133, the adoption of any resolution of the Board shall require the affirmative vote of a majority of the Directors present at a duly constituted meeting of the Board or in the case of a circular resolution signing by the majority of the Directors to whom the resolution is circulated. Subject to Article 133, the Board shall not at any meeting adopt any resolution covering any matter that is not expressly specified on the agenda for such meeting unless a majority of the Directors present at such meeting which shall include the Investor Director and the Promoter Director vote in favour of such resolution.

129. **Telephonic / Video Participation**

If permitted by the Act, Directors may participate in Board meetings by telephone or video conferencing or any other means of contemporaneous communication, provided that each Director must acknowledge his presence for the purpose of the meeting and any Director not doing so shall not be entitled to speak or vote at the meeting. A Director may not leave the meeting by disconnecting his telephone or other means of communication unless he has previously obtained the express consent of the chairman of the meeting and a Director shall conclusively be presumed to have been present and formed part of the quorum at all times during the meeting unless he has previously obtained the express consent of the chairman of the meeting to leave the meeting as aforesaid.

130. **Shareholders Meetings**

130.1 Except as required by applicable Law, the Company shall provide each Shareholder with at least 21 (twenty one) Business Days' prior written notice of any meeting of the Shareholders together with an agenda for such meeting, and the Shareholders shall only have the authority to approve, authorize or take action with respect to matters included in such agenda for a particular meeting. Provided however that such notice period: (i) shall not apply in the case of an adjourned meeting pursuant to Article 130.2; and (ii) may be reduced subject to applicable Law and prior written consent of, the Investor and the Promoters.

130.2 Subject to the provisions of the Act, all Shareholders Meetings shall require a quorum of at least 5 Shareholders present in person or through their representative; provided, however, that such quorum must include the Investor and a Promoter. If such quorum is not present within one hour from the time appointed for the meeting, the meeting shall be adjourned to the same time and place not earlier than 10 (ten) Business Days as the Chairman or the Board may determine. In the absence of a valid quorum at such adjourned meeting ("**Adjourned Shareholders Meeting**"), the Shareholders present in person or through their representative thereat shall, notwithstanding anything to the contrary herein contained, constitute a quorum and all business transacted thereat shall be regarded as having been validly transacted even though the Investor

or the Promoter is not present, provided that (i) written notice of the Adjourned Shareholders Meeting shall have been delivered to all Shareholders at least 7 (seven) days prior to the date of the Adjourned Shareholders Meeting; (ii) no new items, not previously included in the agenda for the adjourned meeting are included in the Adjourned Shareholders Meeting; and (iii) if any matter/ action listed in Article 132 is to be resolved at the Adjourned Shareholders Meeting and the Investor or the Promoter is/are unable to attend the concerned Adjourned Shareholders Meeting, then the Investor or the Promoters, as the case may be, shall address a written notice to the Company and/or the Promoters or the Investor (as the case may be) expressing their approval or disapproval on the matters/ actions listed in Article 132 proposed to be resolved at the Adjourned Shareholders Meeting at least 2 (two) days prior to the date of the Adjourned Shareholders Meeting. In the event either the Promoters or the Investor, as the case may be, have expressed their disapproval, the concerned matter/ action shall not be tabled before the Shareholders at the Adjourned Shareholders Meeting. If however, the Promoters or the Investor, as the case may be, have expressed their approval or failed to communicate their decision before 2 (two) days prior to the date of the Adjourned Shareholders Meeting, the concerned matter/ action shall be tabled before the Shareholders at the Adjourned Shareholders Meeting for resolution thereupon.

131. **Voting At Shareholders Meetings**

In respect of any of the matters listed in Article 132, each Shareholder shall exercise all its votes at any Shareholders Meeting called for giving effect to such decision, in accordance with the exercise of vote as exercised by the respective Director nominated by such Shareholder and in respect of an Adjourned Board Meeting where the respective Director nominated by such Shareholder was not present, the Shareholder shall exercise its vote to give effect to the decision of the Board at such Adjourned Board Meeting if resolved at such Adjourned Board Meeting in accordance with Article 127. It is clarified that but for the aforesaid, the Promoters and the Investor are free to exercise their vote as they so desire.

AFFIRMATIVE VOTING MATTERS

132. **List of Affirmative Voting Matters**

- 132.1 mergers, demergers, spin-offs, amalgamations, consolidations or any other form of corporate restructuring or sale/acquisition businesses (including by way of any asset sale or purchase);
- 132.2 increase, decrease, or other alteration or modification in authorized or issued share capital, or creation or issuance or delisting of securities (including equity shares, preference shares, non-voting shares, warrants, options, etc.), determining the timing, pricing, and place / exchange of any subsequent offering or public offering or any offering of equity / equity linked securities;
- 132.3 any special resolution as per the Act;
- 132.4 commencement or pursuance of any business or commercial activity other than the Business;
- 132.5 investments by way of deposits, loans or advances or subscription to shares and debentures, other than investments in wholly owned and controlled subsidiaries and transactions undertaken in ordinary course of business;
- 132.6 creation or dissolution of any subsidiary or joint venture or permit any capital restructuring of any subsidiary or joint venture;
- 132.7 borrowing of funds in any form including by way of issuance of bonds/debentures or issuance trade guarantees in excess of amounts approved in the business plan;
- 132.8 approval / alteration / revision of the business plan of the Company;
- 132.9 declaration or payment of any dividends or any other distribution, directly or indirectly, on account of any shares;
- 132.10 appointment/ removal of a whole time director and/or managing director of the Company;

- 132.11 entering into any related party transactions or transactions/agreements with Affiliates;
- 132.12 change in the auditors of the Company or the material accounting or tax policies of the Company, including the financial / accounting year of the Company;
- 132.13 amendment of the Memorandum and Articles of Association of the Company;
- 132.14 approval of the terms of any stock option plans for employees or directors of the Company or its subsidiaries and the allocation of options there under;
- 132.15 appointment or removal of senior members of the management (including CFO and COO) or change in the compensation;
- 132.16 sale, transfer, or reduction of the Company's shareholding or economic interest in any subsidiaries;
- 132.17 any material transactions whose value, individually or in the aggregate, exceeds a mutually agreed amount in any Financial Year;
- 132.18 initiation or settlement of any material litigation pertaining to the Company; and / or
- 132.19 entering into an agreement to do any of the aforesaid.

133. **Company Affirmative Voting Matters**

In addition to any requirements imposed by the Act, neither the Company nor any Shareholder, Director, officer, committee, committee member, employee, agent or any of their respective delegates shall, without the affirmative written consent or approval of at least a majority of the Directors, including the affirmative written consent or approval of at least the Investor Director, and the Promoter Director, obtained at a validly convened Board meeting, take any of the actions set forth in Article 132, whether by circular resolution or otherwise. In respect of the matters/ actions set forth in Article 132 (whether such action to be taken by the Company must be, in Law, referred to the Board or not), no Shareholder, Director, officer, committee, committee member, employee, agent or any of their respective delegates shall take any actions purporting to commit the Company in relation to any such matters without the prior approval of the Board in accordance with this Article 133. Provided, however, that nothing in this Article 133 shall apply to any of the actions set forth in Article 132 referred to in an Adjourned Board Meeting or an Adjourned Shareholders Meeting.

134. **Subsidiary Affirmative Voting Matters**

Where the Company appoints or nominates any directors on the board of directors of any Subsidiary or any joint venture (other than the joint venture in Saudi Arabia between the Company and the Investor), such directors shall in all circumstances, subject to applicable Law, vote as a group and in accordance with the instructions of the Board of the Company. Such instructions shall, if it relates to any matter in respect of the actions set forth in Article 132, require the affirmative vote of the Promoter Director and the Investor Director at the level of the Board of the Company. The directors of such Subsidiary or joint venture appointed or nominated by the Company (if the matter is to be considered at the board level of the Subsidiary or joint venture), or the Company (if the matter is to be considered at the shareholder level of the Subsidiary or joint venture), as the case may be, shall vote in relation to any such resolution (All matters in respect of the actions set forth in Article 132) in the manner resolved by the Board of the Company.

135. **Investor's Consent**

In addition to any requirements imposed by the Act, until the Investor appoints an Investor Director, neither the Company nor any Shareholder, Director, officer, committee, committee member, employee, agent or any of their respective delegates shall, without the affirmative written consent or approval of the Investor, take any of the actions set forth in Article 132, and the Board shall not take for discussion nor take any decision regarding any of the actions set forth in Article 132 without prior written consent of the Investor. It is clarified that immediately upon the appointment of an Investor Director, the provisions of this Article 135 shall cease to be applicable provided however that the provisions of Articles 133 and 134 shall continue to apply in accordance with the terms of the Specified Articles.

TRANSFER OF EQUITY SECURITIES

136. **Transfer**

Neither the Investor nor the Promoters nor their respective Affiliates shall Transfer or attempt to Transfer any Equity Securities or any right, title or interest therein or thereto, except as expressly permitted by these Articles. Any Transfer or attempt to Transfer Equity Securities in violation of this Article 136 shall be null and void *ab initio*, and the Company shall not register any such Transfer. Notwithstanding anything to the contrary, the provisions of Articles 136 to 150, shall not apply to the Promoter Excess Shares in case of the Promoters and the Investor Excess Shares in case of the Investor.

137. **Transfer Procedure**

No Transfer of Equity Securities may be made pursuant to Articles 136 to 150 unless (i) the Transfer complies in all respects with the other applicable provisions of the Specified Articles; and (ii) the Transfer complies in all respects with applicable Law (in the case of the Investor including that under Mauritius laws) and the provisions of the Specified Articles.

138. **Permitted Transfers**

Any Transfer of Equity Securities by the Investor or the Promoters or their respective Affiliates to their respective Affiliates or between the Promoters inter se may be made at any time without compliance with the provisions of Articles 136 to 150 subject to when such Transfer is to an Affiliate, such Affiliate executing a Deed of Adherence and providing a duly executed copy thereof to the Company, the Investor and the Promoters. An Affiliate who is a transferee of the Equity Securities from the Investor or the Promoters or their respective Affiliates, as the case may be, as described in this Article 138, is hereinafter referred to as a “**Permitted Transferee**” of the Investor and a “**Permitted Transferee**” of the Promoters, respectively. The Investor and the Promoters shall, prior to a Permitted Transferee, being an Affiliate, ceasing to be an Affiliate, acquire by themselves or through any of their Affiliates, all but not less than all of the Equity Securities held by such Affiliate.

139. **Shareholder Group**

Notwithstanding any provisions to the contrary in these Articles, if a Shareholder transfers part of its Equity Securities to any Affiliate, then the said Shareholder and/or said Affiliate (collectively, the “**Shareholder Group**”) shall be treated as a single Shareholder and their rights, obligations, covenants and undertakings under these Articles shall be joint and several, and a breach by any one member of the Shareholder Group of its rights, obligations, covenants or undertakings under these Articles shall be deemed as a collective breach by the other members of the Shareholder Group of their respective rights, obligations, covenants and undertakings under these Articles, and (ii) the Shareholder Group shall nominate one Person within the Shareholder Group who shall (a) act for and on behalf of each member of the Shareholder Group under these Articles in respect of any right, action or waiver to be exercised by any member of the Shareholder Group (including the nomination, replacement or removal of the Directors) and (b) be responsible for causing each of the members of the Shareholder Group to perform its obligations, covenants and undertakings under these Articles. It is clarified that the Promoters shall collectively be treated as one Shareholder Group for all purposes of these Articles.

140. **Avoidance of Restrictions**

The Transfer restrictions in these Articles (including but not limited to those in Articles 136 to 150) shall not be capable of being avoided by the holding of Equity Securities indirectly through a company or other entity that can itself be sold in order to dispose of an interest in Equity Securities free of such restrictions. Any Transfer, issuance or other disposal of any equity securities resulting in any change in the control, directly or indirectly, of a Shareholder or of any company (or other entity) having control, directly or indirectly, over that Shareholder shall be treated as being a Transfer of the Equity Securities held by that Shareholder, and the provisions of these Articles that apply in respect of the Transfer of Equity Securities shall thereupon apply in respect of the Equity Securities so held by that Shareholder.

141. **Lock-In**

Notwithstanding anything contained in these Articles but subject to Articles 138 and 143, the Promoters and the Investor and their respective Affiliates shall not during the Lock-In Period Transfer, nor seek to Transfer, any Equity Securities held by them such that pursuant to such Transfer (i) the aggregate Equity Securities held by the Promoters and their Affiliates is less than 13% (thirteen

percent) of the Share Capital; and (ii) the aggregate Equity Securities held by the Investor and their Affiliates is less than 13% (thirteen percent) of the Share Capital. In addition to the aforesaid, the Promoters shall not, for a period up to September 29, 2011 Transfer, nor seek to Transfer, any Equity Securities held by them such that pursuant to such Transfer the aggregate Equity Securities held by the Promoters is less than 26% (twenty six percent) of the Share Capital.

142. **Transfers after Lock-In Period**

Notwithstanding any other provisions of these Articles, any Transfer of Equity Securities by the Promoters and their Affiliates must be in accordance with these Articles.

143. **Transfer to a Competitor**

Notwithstanding anything contained in these Articles, the Promoters or the Investor and their respective Affiliates shall not at any time Transfer any Equity Securities to a Competitor; provided however this Article 143 will not apply to any Transfer which is made on a recognized stock exchange in India provided the identity of the purchaser is not known to the Promoters or their Affiliates and their relevant agents.

144. **Further Acquisition**

A Shareholder (“**Acquiring Shareholder**”) may acquire any further Equity Securities after prior consultation with the other Shareholder provided such proposed acquisition would not trigger an obligation on part of the other Shareholder to make an open offer under the Takeover Regulations either by itself or with the non Acquiring Shareholder as a ‘person acting in concert’. Further, prior to any further acquisition, the Acquiring Shareholder shall consult the Promoters or the Investor, as the case may be, regarding the said acquisition.

144A. **Excess Shares**

The Promoters and the Investor shall jointly, within 24 (twenty four) months of the completion of the Open Offer, solicit *bona fide* offers for the purchase of the Excess Shares from one or more third parties and attempt to consummate the sale of such Excess Shares within the aforesaid 24 (twenty four) months period. In the event that the Shareholders are unable find a third party purchaser and complete the divestment of the Excess Shares within 24 (twenty four) months of the completion of the Open Offer, notwithstanding anything to the contrary in these Articles, each of the Investor and the Promoters shall be entitled to deal with their respective Excess Shares, subject only to the provisions of Article 143.

145. **Non-issuance of the Subscription Shares**

It is clarified that in the event the Subscription Shares are not issued under the Share Subscription Agreement, for any reason whatsoever, the provisions of Articles 140, 141, 146, 147, 148, 149 and 150 shall not apply to any Investor Open Offer Shares and the Investor shall be entitled and permitted, without any restrictions or conditions whatsoever, to sell the Investor Open Offer Shares as it so desires save and except for the provisions of Article 143.

RIGHT OF FIRST OFFER

146. **Right of First Offer**

146.1 If any Shareholder (“**Transferring Shareholder**”) proposes to Transfer its or their Equity Shares or Equity Securities in the Company to any Person other than a Permitted Transferee, then the other Shareholder (“**Other Shareholder**”) shall first have a right of first offer (the “**ROFO**”) with respect to such Transfer as provided in this Article 146.

146.2 For this purpose, the Transferring Shareholder shall send a written notice (“**Transfer Notice**”) to the Other Shareholder, which notice shall state the number of Equity Shares or Equity Securities proposed to be transferred by the Transferring Shareholder(s) (“**ROFO Offered Securities**”).

146.3 For a period of 15 (fifteen) Business Days after receipt of a Transfer Notice (“**ROFO Offer Period**”), the Other Shareholder shall have the right, exercisable by the Other Shareholder through the delivery of a written notice (“**ROFO Notice**”) to the Transferring Shareholder(s) communicating its offer to purchase all, but not less than all, of the ROFO Offered Securities. Such notice shall set out the price at which such Other Shareholder proposes

- to acquire the ROFO Offered Securities (“**ROFO Price**”) and the terms and conditions of the offer. In the event that no ROFO Notice is sent by the Other Shareholder during the ROFO Offer Period, the Transferring Shareholder shall be entitled to Transfer the ROFO Offered Securities to a third party within a period of 90 (ninety) days of expiry of the ROFO Offer Period.
- 146.4 Following receipt of the ROFO Notice, the Transferring Shareholder shall address a written notice to the Other Shareholder within 15 (fifteen) days of receipt of the ROFO Notice, communicating (i) its approval of the ROFO Price (“**ROFO Acceptance Notice**”); or (ii) its rejection of the ROFO Price (“**ROFO Rejection Notice**”).
- 146.5 If the Transferring Shareholder issues a ROFO Acceptance Notice, the ROFO Acceptance Notice shall constitute a legally binding contract between the Other Shareholder and the Transferring Shareholder for the sale and purchase of the ROFO Offered Securities, free from any Encumbrance and with all rights attached thereto at the ROFO Price. Such sale and purchase shall be consummated within a period of 7 (seven) days from the date of the ROFO Acceptance Notice.
- 146.6 If the Transferring Shareholder issues a ROFO Rejection Notice, the Transferring Shareholder shall be free, for a period of 30 (thirty) days from the date of the ROFO Rejection Notice (“**Third Party ROFO Offer Period**”), to solicit *bona fide* offers for the purchase of ROFO Offered Securities from one or more third parties (“**Proposed Investor (s)**”) and shall obtain terms of purchase including the proposed purchase price per ROFO Offered Security from the Proposed Investor (s), provided that such price solicited from such Proposed Investor(s) is not less than or equal to the ROFO Price (“**Third Party Purchase Offer**”) and the other terms and conditions are no worse than those offered by the Other Shareholder in the ROFO Notice.
- 146.7 If, within the Third Party ROFO Offer Period, the Transferring Shareholder is able to solicit offers from Proposed Investor(s) it shall address a written notice (“**Third Party Notice**”) to the Other Shareholder, which notice shall contain (i) the name and details of the Proposed Investor (s); (ii) the price offered by the Proposed Investor (s) for the ROFO Offered Securities (“**Third Party Price**”); (iii) the other terms and conditions of the proposed Transfer (if any); (iv) a confirmation that the Transfer is bona fide and at arms’ length terms; and (v) a representation and warranty confirming that the Proposed Investor(s) is aware of the Matching Right of the Other Shareholder (in terms of Article 146.8 below) as well as the Tag Along Right of the Other Shareholder (in terms of Articles 147 to 150 below). If the Third Party Price is more than 150% (one hundred fifty percent) of the ROFO Price, the provisions of Article 146.9 will apply. However, if the Third Party Price is equal to or less than 150% (one hundred fifty percent) of the ROFO Price, then the provision of Article 146.8 shall apply. Provided however, the sale shall be consummated within a period of 60 (sixty) days from the expiry of the Third Party ROFO Offer Period and shall be at a price which is more than 150% (one hundred fifty percent) of the ROFO Price and such that the price offered by the Other Shareholder is less than or equal to 150% (one hundred fifty percent) of the ROFO Price.
- 146.8 Within 15 (fifteen) days of receipt of the Third Party Notice, the Other Shareholder shall send a written notice to the Transferring Shareholder either (i) agreeing to purchase all of the ROFO Offered Securities at the Third Party Price (“**Matching Right**”); or (ii) refusing to exercise its Matching Right. In the event, the Other Shareholder exercises its Matching Right, the notice so issued shall constitute a legally binding contract between the Other Shareholder and the Transferring Shareholder for the sale and purchase of the ROFO Offered Securities, free from any Encumbrance and with all rights attached thereto at the Third Party Price and upon terms and conditions contained in the Third Party Notice. Such sale and purchase shall be consummated within a period of 7 (seven) days from the date of issuance of the notice exercising the Matching Right.
- 146.9 If the Third Party Price is more than 150% (one hundred fifty percent) of the ROFO Price or in the event the Other Shareholder issues a notice electing not to exercise its Matching Right or fails to issue a notice within the 15 (fifteen) day period referred to in Article 146.8 above, the Transferring Shareholder shall be entitled to Transfer the ROFO Offered Securities to only those Proposed Investor(s) identified in the Third Party Notice, provided however that:
- 146.9.1 the sale shall be consummated within a period of 60 (sixty) days from the expiry of the said 15 (fifteen) day period referred to in Article 146.8;
- 146.9.2 the sale shall not be less than the Third Party Price; and
- 146.9.3 the sale shall not be on terms and conditions more favourable than those set out in the Third Party Notice.
- 146.10 If any of the conditions relating to the sale to the Proposed Investor(s) set out in Articles 146.3 to 146.9 above are not met, the sale to the Proposed Investor(s) shall be null and void *ab initio*, and the Company shall not register any such Transfer.
- 146.11 At the closing of any purchase and sale of the ROFO Offered Securities between the Transferring Shareholder and the Other Shareholder pursuant to this Article 146.11, the Transferring Shareholder shall deliver certificates representing the ROFO Offered Securities, accompanied by duly executed instruments of transfer or duly executed transfer instructions to the relevant depository participant. Prior to such closing, all of the parties to the transaction shall execute such documents as may be necessary or appropriate to effect the sale of the ROFO Offered Securities to the Other Shareholder. Such ROFO Offered Securities shall be free and clear of any Encumbrance, and the Transferring Shareholder shall so represent and warrant and shall further represent and warrant that it is the beneficial and recorded owner of such ROFO Offered Securities. Any stamp duty or transfer taxes or fees payable on the transfer of any ROFO Offered Securities shall be borne and paid by the Transferring Shareholder and the Other Shareholder equally.
- 146.12 All notices given under this Article 146 shall be given concurrently to the Company.
- 146.13 Where any Transfer under these Articles requires prior governmental or regulatory consent or approval then the time periods mentioned in Articles 146 and Articles 147 to 150 shall exclude the time taken for obtaining such consent or approval.

TAG ALONG RIGHT

147. Subject to Article 146 above, if the Transferring Shareholder has agreed to sell the Equity Securities to a Person other than a Permitted Transferee or the Transferring Shareholder has agreed to sell the Equity Securities to a third party (under Article 146.3 above) or to a Proposed Investor (under Article 146.9 above) (“**Tag Transferee**”) and, the Transferring Shareholder shall immediately send a written notice (the “**Tag-Along Notice**”) to the Other Shareholder, which notice shall state: (i) the name and address and identity of the proposed Tag Transferee; (ii) the number of Equity Securities proposed to be transferred (the “**Transfer Equity Securities**”) which shall be same as the ROFO Offered Securities; (iii) the amount and form of the proposed consideration and the other terms and conditions of the proposed Transfer for the Transfer (which shall, in case a Third Party Notice has been issued, be same as in the Third Party Notice); (iv) a representation that no consideration, tangible or intangible, is being provided to the Transferring Shareholder that is not reflected in the price to be paid to the Other Shareholder exercising its Tag-Along Rights under the Specified Articles; and (v) the number of Equity Securities the Transferring Shareholder then owns. The total value of the consideration for the proposed Transfer is referred to herein as the “**Tag-Along Consideration**”.
148. The Other Shareholder shall have the right (the “**Tag-Along Right**”) but not the obligation to require the Transferring Shareholder to cause the Tag Transferee in a Transfer of the Transfer Equity Securities to purchase from the Other Shareholder together with its Affiliates, for the same Tag Along Consideration per Equity Security and upon the same terms and

conditions as are to be paid and given to the Transferring Shareholder such number of Equity Securities equal to the Transfer Equity Securities multiplied by a fraction, the numerator of which is the total number of Equity Securities held by the Other Shareholder and its Affiliates and the denominator of which is the total number of Equity Securities held by the Transferring Shareholder together with its Affiliates, in each case on a fully-diluted basis. Provided, however, that, except as otherwise provided in Article 141, if the Transferring Shareholder, together with its Affiliates, proposes to make a Transfer of Equity Securities which would result in change in Control of the Company or require the Tag Transferee to make an open offer for acquisition of further Equity Securities of the Company in terms of (then) applicable SEBI regulations (which could include the Takeover Regulations), the Other Shareholder shall have the right but not the obligation to sell to the Tag Transferee all of the Equity Securities held by the Other Shareholder together with their Affiliates at such time.

149. Within seven (7) Business Days following the receipt of the Tag-Along Notice, in the event the Other Shareholder elect to exercise their Tag-Along Right, they shall deliver a written notice of such election to the Transferring Shareholder ("**Tag Acceptance Notice**") and the number of Equity Securities (which shall be calculated in accordance with Article 148) the Other Shareholder propose to Transfer to such Tag Transferee ("**Tag-Along Securities**"). Such notice shall be irrevocable and shall constitute a binding agreement by the Other Shareholder to sell the Tag-Along Securities and on the Tag Transferee to acquire the Tag Along Securities and on the Transferring Shareholder to procure that the Tag Transferee acquires the Tag Along Securities in terms of Articles 147 to 150.

150. The closing of any purchase of Tag-Along Equity Securities by the Tag Transferee from the Other Shareholder shall take place simultaneously with the closing of the purchase of Transfer Equity Securities by the Tag Transferee from the Transferring Shareholder provided that the Transfer Equity Securities cannot be purchased by the Tag Transferee without purchasing the Tag-Along Equity Securities from the Other Shareholder. At such closing, the Other Shareholder shall deliver duly executed delivery instruction slips in relation to the Tag-Along Equity Securities, instructing the depository participant to Transfer the Tag-Along Equity Securities in favour of the Tag Transferee. Such Tag-Along Securities shall be free and clear of any Encumbrance, and the Other Shareholder shall so represent and warrant and shall further represent and warrant that they are the beneficial and legal owners of such Tag-Along Securities. The Other Shareholder shall not be required to make any other representations or warranties. Any Tag Transferee purchasing the Tag-Along Securities shall, simultaneously, deliver at such closing (or on such later date or dates as may be provided in the Tag-Along Notice with respect to payment of consideration by the proposed Tag Transferee) payment in full of the Tag-Along Consideration in accordance with the terms set forth in the Tag-Along Notice, provided, however, such payment of the Tag-Along Consideration is not later than the payment of the consideration for the Transfer Equity Securities. At such closing, all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the sale of the Tag Along Equity Securities to the Tag Transferee.

TERM AND TERMINATION

151. Termination

Subject to Article 152 below, the Specified Articles shall continue in effect until terminated by consent of the Investor and the Promoters in writing or upon the Promoters, the Investor and/ or their respective Affiliates ceasing to hold at least 5% (five percent) of the Share Capital of the Company.

152. Default Provisions

The Investor or the Promoters (the relevant Shareholder being the "**Non-Defaulting Shareholder**") shall be entitled to terminate the Specified Articles by notice in writing ("**Default Notice**") to the Company and the Promoters or the Investor, as the case may be, if any of the events set out below shall occur in relation to the Promoters or the Investor as the case may be (the relevant Shareholder being the "**Defaulting Shareholder**"):

152.1 the Defaulting Shareholder materially breaches or commits any material default under any provision of the Specified Articles and does not remedy that breach within 30 (thirty) Business Days after receiving a notice of that breach from any other Shareholder requesting the breach to be remedied;

152.2 an order is made or an effective resolution is passed, or analogous proceedings are taken and not dismissed or withdrawn within 60 (sixty) Business Days, for the winding up of the Defaulting Shareholder;

152.3 the Defaulting Shareholder makes a general assignment for the benefit of its creditors; or

152.4 the Defaulting Shareholder has a receiver or manager appointed over its shares or all or a substantial part of its undertaking or assets other than for the purposes of amalgamation or reorganisation not involving or arising out of insolvency provided that if an order appointing a receiver or manager is passed, the same has not been vacated within 90 (ninety) Business Days.

153. **Intentionally left blank**

154. **Intentionally left blank**

FALLING AWAY OF RIGHTS

155. In the event the Ownership of the Promoters or the Investor, as the case may be, falls below 11% (eleven percent) of the Share Capital of the Company, then the Promoters or the Investor, as the case may be, shall only continue to have the following rights:

155.1 the right to appoint 1 (one) Promoter Director or 1 (one) Investor Director as the case may be. In the event there is more than 1 (one) Promoter Director or 1 (one) Investor Director, then the Promoters and the Investor, as the case may be, shall procure that the Directors in excess of 1 (one) Promoter Director or 1 (one) Investor Director (as the case may be) shall resign and the Promoters and the Investor, as the case may be, shall provide appropriate consent letters/ vote at a general meeting called to amend these Articles to reflect the necessary changes; and

155.2 the affirmative voting rights set out in the following sub-articles of Article 132 : 132.1, 132.2 (to the extent it results in the reduction of the shareholding of the Investor or the Promoters (as the case may be) to less than 7% (seven percent) of the Share Capital of the Company, 132.13 to the extent it affects the rights of the Investor or the Promoters, as the case may be, contained in Articles 155 to 157) and 132.19 wherein the term "aforesaid" shall mean Articles 132.1, 132.2 and 132.13 as contained in this Article 155.2.

156. In the event of the Ownership of the Promoters or the Investor, as the case may be, falls below 7% (seven percent) of the Share Capital of the Company, then the Promoters or the Investor, as the case may be, shall only be entitled to appoint an observer ("**Observer**") who shall be entitled to attend any and all the meetings of the Board but shall not be entitled to vote. The provisions of Articles 126 and 129 shall apply *mutatis mutandis* to the Observer. It is clarified that the rights under Articles 132 to 135 shall no longer be available to the Promoters or the Investor, as the case may be.

157. It is clarified that in the event the Ownership of the Promoters or the Investor, as the case may be, falls below 11% (eleven percent) of the Share Capital of the Company, the Promoters and the Investor, as the case may be, shall, during the term of the Specified Articles, continue to be bound by the obligations relating to the Equity Shares held by the Promoters or the Investor, as the case may be, under Articles 136 to 146.

INVESTOR TO RECEIVE PROMOTER STATUS

Subject to applicable Law, the Investor will be deemed to be the co-promoter of the Company along with the existing Promoters. All the rights and obligations applicable to 'promoter' under applicable law shall apply to the Investor.



MAYTAS INFRA LIMITED

Registered Office: 6-3-1186/5/A, 3rd Floor,
Amogh Plaza, Begumpet, Hyderabad - 500 016

ATTENDANCE SLIP

I/we hereby record my/our presence at the 18th Extra Ordinary Annual General Meeting held on July 19, 2010 at 11.00 a.m. at The Federation of Andhra Pradesh Chambers of Commerce and Industry, Federation House, 11-6-841, Red Hills, Hyderabad - 500 004.

Name of the Shareholder/Proxy* No. of Shares held :

Folio No. :

Client Id :

DP Id:

Signature of
the Shareholder

* Strikeout whichever is not applicable

Notes

1. Shareholder/Proxy intending to attend the meeting must bring the duly signed Attendance Slip to the Meeting and handover at the entrance.
2. Shareholder/Proxy should bring his/her copy of the Annual Report



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PROXY

I/we of in the District of being a Member (s) of the above named Company, hereby appoint

.....of.....in th District ofor

failing him/her.....of.....in the District

of.....as my/our Proxy to attend and vote for me/use and on my/our behalf at

the 18th Extra Ordinary Annual General Meeting held on July 19, 2010 at 11.00 a.m. at The Federation of Andhra Pradesh Chambers of

Commerce and Industry, Federation House, 11-6-841, Red Hills, Hyderabad - 500 004. at 11.00 a.m. and at any adjournment thereof.

Signed thisday of2010

Folio No. :

Client Id :

DP Id:

No. of
Shares

Signature

Note: the Proxy in order to be effective must reach duly filled at least 48 (fortyeight) hours before the commencement of the aforesaid meeting.

BOOK POST

If Undelivered, Please return to :

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UNIT : MAYTAS INFRA LIMITED
PLOT NO. 17-24, VITTAL RAO NAGAR
MADHAPUR, HYDERABAD - 500 081.
EMAIL : einward.ris@karvy.com
TEL : 040 - 44655139