



HQ/CS/35 AGM/17158
June 30, 2021

National Stock Exchange of India Limited
Exchange Plaza, Bandra Kurla Complex,
Mumbai – 400 051
SYMBOL: TATACOMM

BSE Limited
P.J. Towers, Dalal Street,
Mumbai – 400 001
Scrip Code: 500483

Dear Sir / Madam,

Sub: Amendment to Memorandum of Association and Articles of Association of Tata Communications Limited ('the Company')

Pursuant to the requirement of Regulation 30 read with Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, we hereby inform you that the Members of the Company, at the 35th Annual General Meeting held today, June 30, 2021 have approved:

- a) Alteration of the Objects Clause of the Memorandum of Association ('MoA') of the Company; and
- b) Alteration of the Articles of Association ('AoA') of the Company.

A summary of the amendments to the MoA and AoA of the Company, as approved by the Members, is attached at Annexure 1.

This is for your information and records.

Yours faithfully,
For Tata Communications Limited

Zubin Patel
Company Secretary and Compliance Officer



Annexure 1

1. The modification, substitution, addition and deletion in the Objects Clause (Clause III) of the Memorandum of Association of the Company as follows:

- A. The existing sub-clause numbered 1 of Clause III A be deleted.
- B. The existing sub-clauses numbered 2 to 8 of Clause III A be re-numbered serially as sub-clauses 1 to 7.
- C. The sub-clauses numbered 9 to 58 under Part B of Clause III be re-numbered serially as sub-clauses 8 to 57."

2. The deletion and modification in the Articles of Association of the Company are as follows:

A. The following Articles are Deleted:

Article No.	Article Description
Article 1(i)	"The President" means the President of India.
Article 1(u)	"Government of India or Government" means the President of India, as represented by and acting through the Ministry of Communications and Information Technology, Government of India.
Article 1(v)	"Strategic Partner" means Panatone Finvest Limited, a company duly incorporated and existing under the provisions of the Companies Act, 1956 and who has purchased 25% of the equity shareholding of the Company from the Government of India, in the year 2002.
Article 1(w)	"Shareholder(s)" means Panatone and Tata Sons the Strategic Partner and the Government.
Article 1(x)	"Other Shareholders" means the shareholders of the Company other than the Strategic Partner and the Government.
Article 1(y)	"All Shareholders" means collectively the Strategic Partner, Government and Other Shareholders.
Article 1(z)	"Parties" means collectively the Government and the Strategic Partner and Party means either of them.
Article 1(aa)	"Affiliate", with respect to a specified Person, means any other Person (a) directly or indirectly Controlling, Controlled by or

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	<p>under common Control with such specified Person; and/or (b) which is a holding company or subsidiary of such specified Person; provided, however, that for the purposes of this Agreement:</p> <p>(i) the terms "holding company" and "subsidiary" shall have the meanings set forth in Section 2 of the Act and;</p> <p>(ii) in no event shall the Company be deemed an Affiliate of either the Government or the Strategic Partner;</p>
Article 1(bb)	<p>"Controlling", "Controlled by" or "Control", with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management, business or policies or actions of such Person, whether through the ownership of voting securities, by contract or otherwise, or the power to elect or appoint at least 50% of the directors, managers, partners or other individuals exercising similar authority with respect to such Person(s);</p>
Article 1(cc)	<p>"Person" means any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, limited liability company, joint venture, Government Authority or trust or any other entity or organization;</p>
Article 1(dd)	<p>"Audited Financial Statement" shall mean the accounts of the Company as on 31 March 2001 prepared and audited by M/s. Khandelwal Jain & Co. and M/s. Kalyaniwala & Mistry and that have been made available to the Strategic Partner;</p>
Article 1(ee)	<p>"Principal(s)" means a Person or Person(s), other than the Government, who Control(s) a Shareholder (other than the Government) in relation to the Strategic Partner.</p>
Article 1(gg)	<p>"Shareholders' Agreement" means the agreement dated 13th February 2002, entered into between the Government and the Strategic Partner, to record the manner in which the business of the Company is to be conducted as between the Government and the Strategic Partner.</p>
Heading of Article 37	<p>How far new shares to rank with share in original Capital</p>
Article 37	<p>Except so far as otherwise provided by the conditions of issue, or by these Articles, any Capital raised by the creation of new shares shall be considered part of the original Capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission,</p>

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	lien, voting, surrender and otherwise. Such new shares shall rank pari passu with the existing Shares in all respects except for the purposes of dividend that shall be pro rated to the period for which such newly issued shares are in existence.
Article 38(c)	If any offer to subscribe for voting equity shares of the Company pursuant to Article 38(a) (such offer, the "Right") includes a right to renounce the Right in favour of any other Person, then, no Shareholder shall renounce such Right in favour of any other Person (other than an Affiliate of the renouncing Shareholder) without first giving the other Shareholder a reasonable opportunity to acquire such Right, either directly or through its nominees on the same terms and conditions that such Right is proposed to be renounced in favour of any other Person (other than an Affiliate of the renouncing Shareholder).
Article 45(3)	Notwithstanding the provisions of Article 45(2), at least one authorised representative each of the Government and the Strategic Partner, in case of a general meeting, shall be necessary to constitute quorum for any meeting in which a resolution for any of the matters specified in Article 69(2) is to be passed and a notice of not less than 21 (twenty one) days shall be given to the Government and the Strategic Partner for any such meeting.
Article 50(3)	In the event that no authorised representative of the same Shareholder, whose authorised representative was not present in the meeting referred to in Article 45(3), is present at the adjourned meeting referred to in Article 50(2) above, such meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such later day as may be notified to such Shareholder.
Article 50(4)	Notwithstanding anything to the contrary in Article 45(3) above, in the event that no authorised representative of the same Shareholder, whose authorised representative was not present in the meetings referred to in Articles 45(3) and 50(2), is present at the adjourned meeting referred to in Article 50(3), it shall be deemed that the presence of the authorised representatives of such Shareholder is not required for such meeting and the shareholders present at such adjourned general meeting shall be entitled to proceed with the items on the agenda in such manner as they deem fit even though such items may be relating to matters listed in Article 69(2).
Heading of Article 51	Right of President to appoint any person as his representative



Article 51	<p>(1) The President, so long as he is a shareholder of the Company, may, from time to time, appoint one or more persons (who need not be a member or members of the Company) to represent him at all or any meeting of the Company.</p> <p>(2) Any one of the persons appointed under sub clause (1) of this Article shall be deemed to be a member of the Company and shall be entitled to vote and be present in person and exercise the same rights and powers (including the right to vote by proxy) as the President could exercise as a member of the Company.</p> <p>(3) The President may, from time to time, cancel any appointment made under sub clause (1) of this Article and make fresh appointment.</p> <p>(4) The production at the meeting of an order of the President evidenced as provided in the Constitution, shall be accepted by the Company as sufficient evidence of any such appointment or cancellation as aforesaid.</p>
Heading of Article 53	How questions be decided at meetings
Article 53	(1) Every question submitted to a meeting shall be decided in the first instance by a show of hands.
Article 65	<p>(2) As long as the Government holds atleast 10% of the voting equity share capital of the Company the composition of the Board shall be as under:</p> <p>(i) Four out of twelve directors shall be permanent or non-retiring directors, of which the Government and the Strategic Partner shall be entitled to appoint two directors each.</p> <p>(ii) The balance eight directors shall be liable to retire by rotation. Of the retiring directors, four directors shall be independent directors on the Board.</p> <p>(iii) Of the four independent directors the Strategic Partner and the Government shall be entitled to nominate and recommend names of two independent directors each.</p> <p>(iv) The composition of the balance four directors i.e. the retiring and non independent directors shall be as under:</p> <p>iv.i As long as the Strategic Partner together with its Affiliates holds 25% of the voting equity share capital of the Company, two directors shall be nominated each by the Government and the Strategic Partner.</p>

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	<p>iv.ii As soon as the Strategic Partner acquires and holds more than 25% but less than 30% of the voting equity share capital of the Company, the Strategic Partner shall have the right to appoint three directors on the Board and the Government shall have the right to appoint one Director on the Board.</p> <p>iv.iii As soon as the Strategic Partner acquires and holds more than 30% of the voting equity share capital of the Company, the Strategic Partner shall have the right to appoint all the four directors.</p> <p>(3) Notwithstanding anything to the contrary herein (i) the Government shall have the right to appoint two non retiring Directors so long as the Government holds atleast 10% of the voting equity share capital of the Company. and (ii) the Government shall be entitled to appoint one non retiring director on the Board so long as the Government is a shareholder in the Company.</p> <p>(4) Notwithstanding the foregoing, at least three-fourths of the total number of directors on the Board shall, at all times, be Indian Nationals.</p> <p>(5) For purposes of clarity and avoidance of doubt, the Government and the Strategic Partner agree that if additional independent directors are required to be appointed to the Board to comply with any Laws or regulation or to comply with the provisions of any listing agreement, then, by mutual agreement between the Government and the Strategic Partner, either the strength of the Board shall be increased to the extent required or the number of directors that each of the Government and the Strategic Partner shall be entitled to appoint shall be proportionately reduced.</p>
Article 69(2)	Notwithstanding any other provision of these Articles or otherwise permitted or provided under the Act, no obligation of the Company or any of its subsidiaries shall be entered into, no decision shall be made and no action shall be taken by or with respect to the Company or any of its subsidiaries in relation to the following matters unless such obligation, decision or action as the case may be, is approved ,if at any meeting of the Company's shareholders, duly called for the purpose of considering such obligation, decision or action, by an affirmative vote of the one authorised representative of both the Government and the Strategic Partner, and if at the meeting of the Board by an affirmative vote of, at least one nominee director of each of the Government and the Strategic Partner:



	<p>(i) Any change in the Memorandum of Association and Articles of Association;</p> <p>(ii) The granting of any security or the creation of any Encumbrance on the assets of the Company or the incurrence of any indebtedness or guaranteeing the debts of any Person which in the aggregate at any time exceeds the net worth of the Company;</p> <p>(iii) The taking of any steps to wind-up or terminate the corporate existence of the Company or any of its Affiliates or entering into any arrangement with the creditors of the Company in relation to all or substantial part of the assets of the Company;</p> <p>(iv) Any one or a series of transactions which causes a sale lease, exchange or disposition of land and building of the Company or its subsidiary which are acquired by the Company at any time prior to the Closing;</p> <p>(v) Subject to Article 69(2)(xv) hereunder, any sale, lease, exchange or disposition of any property, assets or equipments (other than land and building) of the Company or its subsidiary which are acquired by the Company at any time prior to the Closing;</p> <p>(vi) The making, directly or indirectly, of loans or advances in excess of Rs.500 million to any Person other than in the ordinary course of business of the Company;</p> <p>(vii) The entering into of an amalgamation, merger or consolidation with any other company or body corporate;</p> <p>(viii) Any change in the number of directors of the Company from that provided in this Article;</p> <p>(ix) Any agreement with or commitment to any Shareholder or its Principal(s) or their respective Affiliates, except where, and to the extent, (a) such agreement or commitment between the Company or any of its Affiliates on the one hand and the Government or any Government Authority on the other is required under applicable Law or (b) such agreement is on an arms' length basis and in good faith;</p> <p>(x) Establishment of any subsidiary or associated company by Company;</p> <p>(xi) Transfer of any rights or interest in Affiliates of the Company including, without limitation, Transfer of Relevant Interests in securities of such Affiliates held by the Company;</p>
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	<p>(xii) Any agreement, license or permission in respect of the use of the name and/or logo of the Company (except where such agreement, license or permission is for the purpose of, or in connection with, advertising or promotional activities only by the Company);</p> <p>(xiii) The delegation by the Board to any Person of the Board's authority to approve or authorize any matter described in this Article 69(2);</p> <p>(xiv) Change directly or indirectly in the use of land and building of the Company other than for the purposes of the main objects of the Company as defined in the Memorandum of Association of the Company;</p> <p>(xv) Any one or a series of transactions, which causes a sale, lease, exchange or disposition of obsolete equipments or equipments not in use, of the Company or its subsidiary having an aggregate value exceeding 25% of the total value of the net fixed assets of the Company as specified in the Audited Financial Statement;</p> <p>(xvi) Any commitment or agreement to do any of the foregoing. Notwithstanding anything to the contrary contained in these Articles, in the event any of the aforesaid items of business mentioned in Article 69 (2) is not approved by the Board or Shareholders at a meeting or otherwise then such non-approved items shall not be implemented by the Company and the Parties shall not directly or indirectly take any steps to cause the Company to implement such items of business.</p>
Article 75(2), Article 75(3) Article 75(4), Article 75(5)	<p>(2) Notwithstanding anything to the contrary in Article 75(1) above, the presence of atleast one nominee director each of the Government and the Strategic Partner, in case of a Board meeting, shall be necessary to constitute quorum for any meeting in which a resolution for any of the matters specified in Article 69(2) is to be passed and a notice of not less than 7 (seven) days shall be given to the Government and the Strategic Partner for any such meeting, unless the Government and the Strategic Partner agrees to a shorter notice in writing.</p> <p>(3) In the event that no nominee director of either the Government or the Strategic Partner is present at a meeting referred to in Article 75(2) above, such meeting shall stand adjourned to the same day in the next week, at the same time</p>



	<p>and place, or to such later day as may be notified to the Government or the Strategic Partner as the case may be.</p> <p>(4) In the event that no nominee director of the same Shareholder, whose nominee director was not present in the meeting referred to in Article 75(2), is present at the adjourned meeting referred to in Article 75(3) above, such meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such later day as may be notified to such Shareholder.</p> <p>(5) Notwithstanding anything to the contrary in Article 75(2) above, in the event that no nominee director of the same Shareholder, whose nominee director was not present in the meetings referred to in Articles 75(2) and 75(3), is present at the adjourned meeting referred to in Article 75(4), it shall be deemed that the presence of the nominee director of such Shareholder is not required for such meeting and the directors present at such adjourned Board Meeting shall be entitled to proceed with the items on the agenda in such manner as they deem fit even though such items may be relating to matters listed in Article 69(2).</p>
Article 120	<p>The Company acknowledges that the Government and the Strategic Partner have entered into the Shareholders' Agreement, which is a binding voting and inter se shareholders' agreement between them or any transferees from them and any successors in interest. Salient terms of the Shareholders' Agreement are set out in appendix I* hereto to notify the shareholders of their covenants. The Company has undertaken that it shall not aid and/or abet any violation of the Shareholders' Agreement.</p> <p>*Appendix I containing salient features of Shareholders' Agreement is attached.</p>
Appendix I	Extract of the Shareholders' Agreement dated 13 February 2002



B. The following Articles are Replaced / Modified as follows:

Article No.	Revised Article Description
Article 1(f)	"The Chairman" means the Chairman or the Chairperson of the Board of Directors for the time being of the Company.
Article 18	If a share certificate is worn out, defaced, lost, or destroyed, it may be renewed in accordance with the applicable rules under the Act on payment of fee as prescribed under the Act and on such terms, if any, as to evidence and indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating evidence as the Board may think fit.
Article 20(2)(b)	Upon all or any of the moneys so advanced may, until the same would, but for such advance, become presently payable, pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, an amount as prescribed under the Act per annum as may be agreed upon between the Board and the member paying the sum in advance and the Board of Directors may, at any time, repay the amount so advanced upon giving to such members three months notice in writing. Moneys paid in advance of calls shall not in respect thereof confer a right to dividend or to participate in the profits of the Company.
Article 43	1) A general meeting of the Company may be called by giving not less than twenty one days notice in writing. 2) A general meeting may be called after giving shorter notice than that specified in clause (1) of this Article if consent is accorded as per relevant provisions of the Companies Act 2013 as amended from time to time.
Article 44	The ordinary business of an annual general meeting shall be: (i) consideration and approval of the financial statements, consolidated financial statements, if any, and the reports of the Board of Directors and Auditors; (ii) the declaration of any dividend; (iii) the appointment of Directors in the place of those retiring; and (iv) the appointment and fixing of remuneration of the Auditors. All other business transacted at such meeting and all business transacted at an extra ordinary meeting shall be deemed special.
Article 46	The first annual general meeting of the Company shall be held within eighteen months of its incorporation and thereafter, the annual general meeting shall be held within

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	<p>six months after the expiry of each financial year, except in the case when, for any special reason time for holding any annual general meeting (not being the first annual general meeting) is extended by the Registrar under Section 96 of the Act, no greater interval than fifteen months shall be allowed to elapse between the date of one annual general meeting and that of the next. Every annual general meeting shall be held during business hours on a day other than a national holiday either at the registered office of the company or at some other place as the Board may decide, and the notice calling the meeting shall specify it as the annual general meeting. All other meetings of the Company shall be called "Extraordinary General Meeting".</p>
Article 50(2)	<p>If within half an hour from the time appointed for the meeting a quorum is not present, such meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such later day as may be notified by the Company.</p>
Heading of Article 53	<p>Voting at General Meeting</p>
Article 53	<p>At any general meeting a resolution put to vote of the meeting shall be in accordance with the provisions of the Companies Act and other applicable regulations. If a poll is duly demanded, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn anytime before the declaration of the results.</p>
Article 54	<p>Every member present in person or by proxy, or by duly authorised representative and upon a poll shall have one vote for every share held by him.</p>
Article 57	<p>A member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction, in lunacy, may vote, by his committee or other legal guardian, and any such committee or guardian may on a poll, vote by proxy.</p>
Article 59	<p>A member entitled to attend and vote at a meeting may appoint another person (whether a member or not) as his proxy to attend a meeting. No member shall appoint more than one proxy to attend on the same occasion. The instrument appointing a proxy shall be in writing and be</p>

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	signed by the appointer or his attorney duly authorised in writing or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it.
Article 65	Until otherwise determined by a General Meeting of the Company and subject to the provisions of Section 149 of the Act, the Board shall comprise of a minimum of three and a maximum of fifteen Directors. The Directors are not required to hold any qualification shares. The Board shall also have such number of independent directors as required under the Act or under the applicable regulations of the Securities and Exchange Board of India.
Article 66B	Subject to the provisions of Section 161 of the Act, the Board shall have power at any time and from time to time, appoint any other qualified person(s) to be an Additional Director(s). Any such additional Director (s) shall hold office only upto the date of the next Annual General Meeting.
Heading of Article 66G	Managing Director
Article 66G	The Managing Director shall not, while he continues to hold that office be subject to retirement by rotation in accordance with Article 65 D. If he otherwise, ceases to hold the office of Director he shall ipso facto and immediately cease to be a Managing Director.
Article 66H (a)	A person other than a retiring Director shall be eligible for appointment to the office of Director at any General Meeting, if he or some member intending to propose him has, not less than fourteen days before the Meeting, left at the Registered Office, a notice in writing under his hand, signifying his candidature for the office of Director or the intention of such Member to propose him as a candidate for that office, as the case may be, as may be prescribed by the Act.
Article 68	(1) Subject to the provisions of the Act, the Board may, from time to time, delegate such of its powers as it may think fit to the Chairman, and/or Managing Director(s), subject to such terms, conditions and restrictions as it may deem necessary to impose and may, from time to time, revoke, amend or vary all or any of the powers so delegated.

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	(2) The Chairman, and/or Managing Director(s) may sub-delegate any of the powers delegated to him by the Board to any officer or other employees of the Company, subject to condition that every such sub-delegation of his powers will be reported to the Board.
Heading of Article 69	Powers of Chairman.
Article 69	The property, business and affairs of the Company shall be managed exclusively by and be under the direction of the Board. The Board may exercise all such powers of the Company and have such authority and do all such lawful acts and things as are permitted by applicable Law and the Memorandum of Association and Articles of Association. All decisions, actions and resolutions of the Board shall be adopted by the affirmative vote of a simple majority of the members of Board. In case of an equality of votes, the Chairperson shall have a second or casting vote.
Article 70	Without prejudice to the general powers conferred by Article 67 and the other powers conferred by these Articles, but subject to the provisions of Sections 179 to 183, of the Act, the Board of Directors shall have the following powers, that is to say power:
Article 73	A Director may at any time convene a meeting of the Board Directors. Questions arising at any meeting shall be decided by majority of votes.
Article 74(2)	Every officer of the company, whose duty is to give notice as aforesaid and who fails to do so shall be punishable with a fine as prescribed under the Act.
Article 78	The Board may, subject to the relevant provisions of the Act, delegate any of their powers to Committees consisting of such number of their body as they think fit, and may, from time to time, revoke such delegation. Any committee so formed, shall in the exercise of the power so delegated, conform to any regulation that may, from time to time, be imposed upon it by the Board of Directors. The proceedings of such a Committee shall be placed before the Board of Directors at its next meeting.
Article 79	The Chairman for any Committee of Directors shall be appointed by the Board. A Committee of Directors may elect a Chairman of their meetings, if no such Chairman is appointed by the Board or if at any meeting the Chairman is not present within 15 minutes after the time appointed for

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	holding the same, the members present may choose one of their number to be Chairman of the meeting.
Article 81	Subject to the provisions of Section 179 of the Act, and such other provisions of the Act as may be applicable, resolutions of the Board can be passed by circulation and they shall be as valid and effectual as if they have been passed at a meeting of the Board of Directors duly called and constituted. No resolution shall, however, be deemed to have been duly passed by the Board or by a Committee thereof by circulation unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee then in India (not being less in number than the quorum fixed for a meeting of the Board or Committee as the case may be), and to all other Directors or members at their usual address in India, or through electronic means, and has been approved by a majority of Directors, as are entitled to vote on the resolution.

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