

This document is important and requires your immediate attention.

LETTER OF TRANSMITTAL

In the event you wish to participate in this Invitation please execute and send this form with enclosures to the Company at its address below or to the Collection Centers (see Annexure A to the Invitation)

From:

Name of the Shareholder _____
(Name of the Sole / First holder strictly as per D.P. Account)

Address Line 1: _____

Address Line 2: _____

Address Line 3: _____

DP ID _____ Client ID _____

To :

Gemini Communication Ltd.
#1,Dr.Ranga Road, Alwarpet,
Chennai 600018,

Subject: Gemini Communication Ltd. Sponsored Global Depository Shares Offering against existing Equity Shares.

Dear Sirs,

1. I/We refer to the Invitation to Participate issued by Gemini Communication Ltd. on the captioned subject for offering our Equity Shares as part of the GDR Offering.
2. I/We, the undersigned, have read the Invitation, understood its contents and hereby accept all the terms and conditions mentioned therein, unconditionally, as if the terms thereof had been incorporated in full herein.
3. I/We acknowledge that all capitalised terms used but not defined herein have the meanings given to them in the Invitation.
4. I/We hold Equity Shares in dematerialised form and enclose a photocopy of the Delivery Instructions Slip* duly acknowledged by my/our Depository Participant in respect of my/our Equity Shares.
5. I/We, the undersigned have read and understood and are aware of the contents of the Escrow Agreement among the Company and the Escrow Agent, and acknowledge that it has been entered into for our benefit.
6. I/We have made an off market transaction for crediting _____ (in figures) _____ (in words) the Equity Shares to the Escrow Account named as Gemini Communication Ltd Shareholders Secondary GDR Offering 2009, with the following particulars:

Depository: NSDL/CDSL : NSDL
DP Name: Standard Chartered Bank
DP ID Number: IN301524
Client ID Number: 30025466

* Equity Shareholders having their beneficiary account with Central Depository Services (India) Limited have to use inter depository Delivery Instruction Slip for the purpose of crediting their Equity Shares in favour of the Escrow Account.

7. Enclosures:

I/We have enclosed the following documents:

(PLEASE TICK/CHECK THE APPLICABLE BOX)

- Photocopy of duly acknowledged Off Market Instruction Slip
- Tax Clearance Certificate under Income Tax Act, 1961
- Corporate authorisations in case of companies/ Trusts
- Copy of duly acknowledged Off Market Inter depository delivery instruction slip (in case of beneficiary account with CDSL)
- Any other relevant documents listed below:
 1. -----
 2. -----
 3. -----
 4. -----
 5. -----

8. I/We are aware of the representations, warranties, indemnities, statements and agreements to be made by me/us as an Equity Shareholder, and I/we hereby make, at and as of the date of this Letter of Transmittal, to the Lead Manager and the Company each of the representations, warranties, indemnities, statements and agreements as set forth in Invitation to Participate. I/We further represent and confirm that I/we am/are the legal and beneficial holders and have full title to the Equity Shares of Gemini Communication Ltd. which are being offered herewith by me/us, and that the said Equity Shares are free from lien, charges and encumbrances of any kind whatsoever.

I/We hereby agree to indemnify the Lead Managers, the Escrow Agent, the International Depository, the Domestic Custodian, the Company, the Indian financial advisor to the Company and any of their promoters, affiliates, associates, directors or officers in the event of any loss being incurred by such persons, as result of any defect in the title of the Equity Shares which are being offered herein, or as a result of the breach by me/us of any of the Selling Shareholders or the constituted attorney representation and confirmation being made by me/us in relation to the Deposited Equity Shares being offered by me/us being free from lien, charges and encumbrances of any kind whatsoever.

9. I/We hereby unconditionally and irrevocably authorise the Lead Manager, pursuant to the relevant notifications issued by the RBI, to determine the price at which the GDRs representing the Deposited Equity Shares will be sold, and consequently the Consideration at which my/our Equity Shares will be accepted under the GDR Offering.

10. I/We acknowledge and accept that my/our Equity Shares have been deposited in the Escrow Account and that my/our Equity Shares will remain irrevocably deposited without recourse to withdraw in the Escrow Account for a period not exceeding 3 months.

11. I/We provide the details of our bank account into which the Consideration may be remitted:

For Indian Rupee Bank Accounts fill this -

Name of the Bank	Branch	City	Bank A/c No.	Type of Bank A/c

Nine or Twelve digit Code No.

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(as appearing on MICR cheque issued by the selling shareholder's Bank)

For US Dollar Resident Foreign Currency Accounts fill this -

Name of the Bank	Branch	City	Bank A/c No.	Type of Bank A/c

Nine or Twelve digit Code No.

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(as appearing on MICR cheque issued by the selling shareholder's Bank)

In the event of remittance of consideration to the above US Dollar Resident Foreign Currency Account, we enclose applicable regulatory approval for remitting Consideration to such account.

12. I/We, Non-Resident Selling Shareholders, certify as follows:
 Please refer to the section entitled Indian Taxation Provisions of the Invitation regarding tax to be deducted at source. Non-resident Selling Shareholders (NRI, FII) are also advised to consult their tax advisors for the treatment that may be given by their respective tax authorities in their case, and the appropriate course of action that they should take.
 I/We certify that the Equity Shares offered by us for sale in the GDR Offering are held:
 on investment/capital account
 on trade account
 I/We certify that the tax deduction on the Equity Shares offered by us for sale in the GDR Offering is to be deducted on account of:
 short term gains
 long term gains
13. I/We acknowledge and accept that the Escrow Agent, Lead Mangers, International Depository, Domestic Custodian, Advisors, Collection Agent, the Company and their respective Directors, Officers, Shareholders and affiliates are not responsible and shall have no liability or decisions with respect to pricing, timing of the GDR Offering, tax obligations, foreign exchange fluctuations, postal/courier delays, invalid/ faulty/ incomplete applications or Invitation Documents and for any other events as detailed in the Invitation.
14. In connection with the foregoing and the terms and conditions as detailed in the Invitation, I/we hereby irrevocably appoint Gemini Communication Ltd. Chennai (or its successors), as my/our Attorney-in-Fact and also agree that Gemini Communication Ltd, Chennai, will also act as the Attorney-in-Fact to the other Selling Shareholders of the Company offering their Equity Shares for sale in the GDR Offering under the Invitation, with full power and authority in the name of, and for and on behalf of me/us and in accordance with the terms of the Escrow Agreement.
- (a) to adequately stamp this power of attorney with appropriate stamp duty if necessary, by franking, embossing or payment of consolidated stamp duty on the same;
 - (b) to hold the Equity Shares in escrow in accordance with the terms of the Invitation and the Escrow Agreement;
 - (c) to receive from the Lead Manager and hold Consideration in Escrow, in accordance with the terms of the Escrow Agreement.
 - (d) to incur costs and expenses in connection with the Offering and make payments and reimbursements thereon;
 - (e) to do all things necessary to deliver the Equity Shares, as offered by me/us for sale in the GDR Offering pursuant to the Invitation and retained in the Escrow Account to the Domestic Custodian, for the issue of the GDRs by the International Depository to the Lead Mangers as set forth herein including, for the purpose of clarification, to sell the equity shares in an off-market transaction and receive the consideration.
 - (f) For the purpose of effecting such delivery, to execute, deliver and perform my/our obligations, together with such additions thereto, deletions therefrom and changes thereto, as such Attorney-in-Fact may agree;
 - (g) to give such orders or instructions to such person, without limitation for the following:
 - (i) the delivery to or to the account of the Domestic Custodian of the Equity Shares offered by me/us

- (ii) the issuance of the GDRs by the International Depository to the Lead Manger; and
- (h) the determination and distribution of Consideration to be paid to me/us net of any deductions at source; to receive on our behalf any communication or intimation in relation to the Invitation or the Equity Shares offered by me/us;
- (i) to retain the Equity Shares so offered by me/us, which it may decide to retain in consultation with the Company and in terms of the Invitation, and I/we further authorise the Escrow Agent to return to me/us, the Equity Share(s) if the GDR Offering is terminated or if the Equity Shares are not found valid/not accepted in the GDR Offering or returned on a proportionate basis when the total Deposited Equity Shares are in excess of the Equity Shares underlying the number of GDRs actually sold in the GDR Offering;
- (j) to determine and remit the Consideration in accordance with the terms and conditions of the Invitation, net of costs, charges and Expenses and any applicable withholding of taxes to the Selling Shareholders;
- (k) to appoint Sivam Sivanandraj, Chennai, as my/our authorised agent upon whom process may be served in any action arising out of or based on the Invitation, this Letter of Transmittal, the Invitation to Participate or any transaction contemplated hereby or thereby which may be instituted in any court and to consent to the jurisdiction of such court; and
- (l) for the purposes of giving effect to the GDR Offering, to do all such acts and deeds and sign and deliver all such documents and agreements as my Attorney-in-Fact may in its discretion deem necessary or desirable and I/we hereby ratify and agree to ratify all that my/our Attorney-in-Fact may do in connection with the above matters and indemnify and agree to keep indemnified my/our Attorney-in-Fact against any and all costs, damages and losses under or arising out of this letter or the actions of my/or Attorney-in-Fact hereunder.

15. The Escrow Agent shall be entitled to the rights under the Letter of Transmittal and to rely on this Letter of Transmittal to take all actions in reliance of the terms hereof. Under the terms of this Letter of Transmittal, the authority conferred hereby on Escrow Agent (or its successors) is an agency coupled with interest and not subject to termination or revocation by the Equity Shareholder or by operation of law, whether by the death or incapacity of the Equity Shareholder or any Executor or trustee, or by the occurrence of any other event.

Yours faithfully,

Signed and Delivered:

Full Name(s) Signature

First/Sole Holder

Joint Holder 1

Joint Holder 2

Joint Holder 3

[Note: In case of joint holdings, all holders must sign in the same order in which the names appear in the beneficiary account. A limited company must affix its common seal on this Form, and enclose copies of its Board Resolution authorising this transaction. Non-compliance with this condition will result in the rejection of your offer of Equity Shares for sale in the GDR Offering]

ACKNOWLEDGEMENT *

Received from _____ DP ID# _____

Client ID# _____ Address _____

Stamp of Collection Center Signature of Collection Officer

Date of Receipt _____

* Contents not verified. Acknowledgement not to be treated as acceptance of the equity shares offered in connection with the GDR offering.

