

THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
(Company incorporated under Companies Act, 1956)
ARTICLES OF ASSOCIATION
OF
ANTHEM BIOSCIENCES LIMITED

This set of Articles of Association has been approved pursuant to the provisions of Section 14 of the Companies Act, 2013 and by a special resolution passed at the Extraordinary General Meeting of the Anthem Biosciences Limited (the "Company") held on Tuesday, 15th April, 2025. These Articles have been adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles thereof.

The Articles of Association of the Company comprise of two parts, Part A and Part B, which parts shall, unless the context otherwise requires, co-exist with each other until the commencement of the listing of equity shares of the Company pursuant to the initial public offering of the equity shares of the Company (the "Offer" of the "Equity Shares" of the Company). All articles of Part B shall automatically terminate, without any further corporate or other action by the Company or by its shareholders, and cease to have any force and effect from the date of listing of Equity Shares of the Company on a recognized stock exchange in India pursuant to the Offer and the provisions of Part A shall continue to be in effect and be in force, without any further corporate or other action, by the Company or by its shareholders.

PART – I

PRELIMINARY

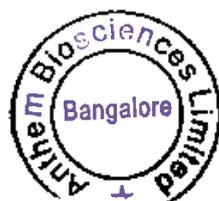
1. The regulations contained in Table F of Schedule I of the Companies Act, 2013, as amended and the exemptions (from time to time) granted, issued or notified by any governmental authority shall apply to the Company so far as they are applicable to a public company, and to the extent not inconsistent with these Articles.
2. The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, as amended from time to time, be such as are contained in these Articles.

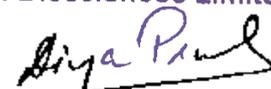
DEFINITIONS AND INTERPRETATION

3. In these Articles, the following words and expressions, unless repugnant to the subject, shall mean the following:

"Act" means the Companies Act, 2013 and the rules enacted or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the

For Anthem Biosciences Limited




Company Secretary

applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.

"Annual General Meeting" means the annual general meeting of the holders of Equity Shares of the Company convened and held in accordance with the Act.

"Articles of Association" or "Articles" mean these articles of association of the Company, as may be altered from time to time in accordance with the Act.

"Board" or "Board of Directors" means the board of directors of the Company in office at applicable times.

"Company" means Anthem Biosciences Limited, a company incorporated under the laws of India.

"Depository" means a depository, as defined in clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996 and a company formed and registered under the Companies Act, 2013 and which has been granted a certificate of registration under sub-section (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992.

"Director" shall mean any director of the Company, including alternate directors, independent directors and nominee directors appointed in accordance with and the provisions of these Articles.

"Equity Shares" shall mean the issued, subscribed and fully paid-up equity shares of the Company of Rs. 2 (Rupees 2 only) each or any other issued Share Capital of the Company that is reclassified, reorganized, reconstituted or converted into equity shares;

"Exchange" shall mean BSE Limited and the National Stock Exchange of India Ltd.

"Extraordinary General Meeting" means an extraordinary general meeting of the Company convened and held in accordance with the Act;

"General Meeting" means any duly convened meeting of the shareholders of the Company and any adjournments thereof;

"Member" means the duly registered holder from time to time, of the shares of the Company and includes the subscribers to the Memorandum of Association and in case of shares held by a Depository, the beneficial owners whose names are recorded as such with the Depository;

"Memorandum" or "Memorandum of Association" means the memorandum of association of the Company, as may be altered from time to time;

"Office" means the registered office, for the time being, of the Company;

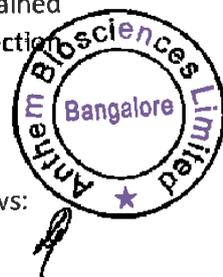
"Officer" shall have the meaning assigned thereto by the Act;

"Ordinary Resolution" shall have the meaning assigned thereto by the Act;

"Register of Members" or "Register" means the register of members to be maintained pursuant to the provisions of the Act and the register of beneficial owners pursuant to Section 11 of the Depositories Act, 1996, in case of shares held in a Depository; and

"Special Resolution" shall have the meaning assigned thereto by the Act.

4. Except where the context requires otherwise, these Articles will be interpreted as follows:



- (a) headings are for convenience only and shall not affect the construction or interpretation of any provision of these Articles.
- (b) where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
- (c) words importing the singular shall include the plural and vice versa;
- (d) all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
- (e) the expressions "hereof", "herein" and similar expressions shall be construed as references to these Articles as a whole and not limited to the particular Article in which the relevant expression appears;
- (f) the *ejusdem generis* (of the same kind) rule will not apply to the interpretation of these Articles. Accordingly, *include* and *including* will be read without limitation;
- (g) any reference to a *person* includes any individual, firm, corporation, partnership, company, trust, association, joint venture, government (or agency or political subdivision thereof) or other entity of any kind, whether or not having separate legal personality. A reference to any person in these Articles shall, where the context permits, include such person's executors, administrators, heirs, legal representatives and permitted successors and assigns;
- (h) a reference to any document (including these Articles) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- (i) references made to any provision of the Act shall be construed as meaning and including the references to the rules and regulations made in relation to the same by the Ministry of Corporate Affairs. The applicable provisions of the Companies Act, 1956 shall cease to have effect from the date on which the corresponding provisions under the Companies Act, 2013 have been notified.
- (j) a reference to a statute or statutory provision includes, to the extent applicable at any relevant time:
 - (i) that statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision; and
 - (ii) any subordinate legislation or regulation made under the relevant statute or statutory provision;
- (k) references to writing include any mode of reproducing words in a legible and non-transitory form;
- (l) references to *Rupees, Re., Rs., INR, ₹* are references to the lawful currency of India; and
- (m) In the event any of the provisions of the Articles are contrary to the provisions of the Act and the Rules, the provisions of the Act and Rules will prevail.



SHARE CAPITAL AND VARIATION OF RIGHTS

5. AUTHORISED SHARE CAPITAL

The authorised share capital of the Company shall be such amount, divided into such class(es), denomination(s) and number of shares in the Company as may from time to time be stated in Clause V of the Memorandum of Association, with power to increase or reduce such capital from time to time and power to divide the shares in the capital for the time being into other classes and to attach thereto respectively such preferential, convertible, deferred, qualified, or other special rights, privileges, conditions or restrictions and to vary, modify or abrogate the same in such manner as may be determined by or in accordance with the Articles of the Company, subject to the provisions of applicable law for the time being in force.

6. NEW CAPITAL PART OF THE EXISTING CAPITAL

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 as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and instalments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

7. KINDS OF SHARE CAPITAL

The Company may issue the following kinds of shares in accordance with these Articles, the Act and other applicable laws:

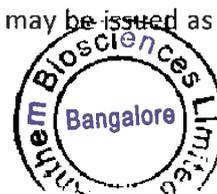
- (a) Equity share capital:
 - (i) with voting rights; and/or
 - (ii) with differential rights as to dividend, voting or otherwise in accordance with the Act; and
- (b) Preference share capital (as defined in Section 43 of the Act).

8. SHARES AT THE DISPOSAL OF THE DIRECTORS

Subject to the provisions of Section 62 of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board of Directors who may issue, allot or otherwise dispose of all or any of such shares to such persons, in such proportion and on such terms and conditions and either at a premium or at par or at a discount (subject to compliance with Section 52 and 53 and other provisions of the Act) and at such time as they may from time to time think fit and with the sanction of the Company in General Meeting give to any person the option or right to call for any shares either at par or at a premium during such time and for such consideration as the Board of Directors think fit.

9. CONSIDERATION FOR ALLOTMENT

Subject to the provisions of Section 62 of the Act and these Articles, the Board of Directors may issue and allot shares of the Company as payment in full or in part, for any property purchased by the Company or in respect of goods sold or transferred or machinery or appliances supplied or for services rendered to the Company in the acquisition and/or in the conduct of its business; and any shares which may be so allotted may be issued as fully paid



up shares and if so issued shall be deemed as fully paid up shares. Provided that, the option or right to call for shares shall not be given to any person or persons without the sanction of the Company in a General Meeting. As regards all allotments, from time to time made, the Board shall duly comply with Sections 23 and 39 of the Act, as the case may be.

10. **SUB-DIVISION, CONSOLIDATION AND CANCELLATION OF SHARES**

Subject to the provisions of Section 61 of the Act and these Articles, the Company in its General Meetings may, by an Ordinary Resolution, from time to time:

- (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; provided that any consolidation and division which results in changes in the voting percentage of Members shall require applicable approvals under the Act;
- (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination.
- (d) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and
- (e) cancel shares which at the date of such General Meeting have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled;

11. **FURTHER ISSUE OF SHARES**

- (1) Where at any time the Board or the Company, as the case may be, propose to increase the subscribed capital by the issue of further shares then such shares shall be offered, subject to the provisions of section 42 and section 62 of the Act, and the rules made thereunder:
 - (A) to the persons who at the date of the offer are holders of the Equity Shares of the Company, in proportion as nearly as circumstances admit, to the paid-up share capital on those shares by sending a letter of offer subject to the conditions mentioned in (ii) to (iv) below;
 - (i) The offer aforesaid shall be made by notice specifying the number of shares offered and limiting a time not being less than fifteen days or such lesser number of days as may be prescribed under the Act or the rules made thereunder, or other applicable law and not exceeding thirty days from the date of the offer, within which the offer if not accepted, shall be deemed to have been declined.

Provided that the notice shall be dispatched through registered post or speed post or through electronic mode or courier or any other mode having proof of delivery to all the existing shareholders at least three days before the opening of the issue;



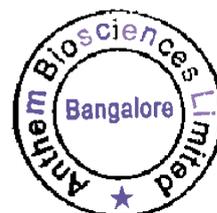
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- (ii) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub-clause (ii) shall contain a statement of this right;
- (iii) After the expiry of time specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that the person declines to accept the shares offered, the Board of Directors may dispose of them in such manner which is not disadvantageous to the Members and the Company;
- (B) to employees under any scheme of employees' stock option subject to Special Resolution passed by the Company and subject to the rules and such other conditions, as may be prescribed under applicable law; or
- (C) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules; and
- (D) A further issue of shares shall be offered to any persons, if authorized by a special resolution, whether or not those persons include the persons referred to in clause (a) or clause (b), either for cash or for a consideration other than cash, if the price of such shares is determined by the valuation report of a registered valuer subject to such conditions as may be prescribed.

- (2) Notwithstanding anything contained in sub-section (1), where any debentures have been issued, or loan has been obtained from any Government by a company, and if that Government considers it necessary in the public interest so to do, it may, by order, direct that such debentures or loans or any part thereof shall be converted into shares in the company on such terms and conditions as appear to the Government to be reasonable in the circumstances of the case even if terms of the issue of such conversion:

Provided that where the terms and conditions of such conversion are not acceptable to the company, it may, within sixty days from the date of communication of such order, appeal to the Tribunal which shall after the company and Government pass such order as it deems fit.

- (3) In determining the terms and conditions of conversion under sub-section (4), the Government shall have due regard to the financial position of the company, the terms of issue of debentures or loans, as the case may be, the rate of interest payable on such debentures or loans and such other matters as it may consider necessary.
- (4) Where the Government has, by an order made under sub-section (4), directed that any debenture or loan or any part thereof shall be converted into shares in a company and where no appeal has been preferred to the Tribunal under sub-section (4) or where such appeal has been dismissed, the memorandum of such company shall stand altered and the authorized share capital of such company shall stand increased by an amount equal to the amount of the value of shares which such debentures or loans or part thereof has been converted into.



12. RIGHT TO CONVERT LOANS INTO CAPITAL

Notwithstanding anything contained in sub-clauses(s) of Article 11 above, but subject, however, to the provisions of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debentures or loans raised by the Company to convert such debentures or loans into shares or to subscribe for shares in the Company, in accordance with the terms of such debentures or loans.

Provided that the terms of the issue of such debentures or loan containing such an option have been approved before the issue of such debentures or the raising of loan by a special resolution passed by the company in a general meeting.

13. ISSUE OF FURTHER SHARES NOT TO AFFECT RIGHTS OF EXISTING MEMBERS

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

14. ALLOTMENT ON APPLICATION TO BE ACCEPTANCE OF SHARES

Any application signed by or on behalf of an applicant for shares in the Company followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is on the Register of Members, shall, for the purpose of these Articles, be a Member.

15. RETURN ON ALLOTMENTS TO BE MADE OR RESTRICTIONS ON ALLOTMENT

The Board shall observe the restrictions as regards allotment of shares to the public contained in the Act, and as regards return on allotments, the Directors shall comply with applicable provisions of Section 39 of the Act.

16. MONEY DUE ON SHARES TO BE A DEBT TO THE COMPANY

The money (if any) which the Board shall, on the allotment of any shares being made by the Company, require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by the Company, shall immediately on the inscription of the name of allottee in the Register as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly as per the terms prescribed by the Board.

17. INSTALLMENTS ON SHARES

If, by the conditions of allotment of any shares, whole or part of the amount or issue price thereof shall be payable by installments, every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, shall be the registered holder of the share or his legal representative.

18. MEMBERS OR HEIRS TO PAY UNPAID AMOUNTS

Every Member or his heirs, executors or administrators shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being remain unpaid thereon, in such amounts, at such time or times and in such manner as the Board shall from



time to time, in accordance with these Articles and the Act require or fix for the payment thereof.

19. VARIATION OF SHAREHOLDERS' RIGHTS

- (a) If at any time the share capital of the Company is divided into different classes of shares, the rights attached to the shares of any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to Section 48 of the Act, as the case may be, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of not less than three-fourth of the issued shares of that class or with the sanction of a Special Resolution passed at a separate meeting of the holders of the issued shares of that class, as prescribed by the Act.
- (b) Subject to the provisions of the Act, to every such separate meeting, the provisions of these Articles relating to meeting shall *mutatis mutandis* apply.

20. PREFERENCE SHARES

(a) Redeemable Preference Shares

The Company, subject to the applicable provisions of the Act and the consent of the Board, shall have the power to issue on a cumulative or non-cumulative basis, preference shares liable to be redeemed in any manner permissible under the Act, and the Board may, subject to the applicable provisions of the Act, exercise such power in any manner as they deem fit and provide for redemption of such shares on such terms including the right to redeem at a premium or otherwise as they deem fit.

(b) Convertible Redeemable Preference Shares

The Company, subject to the applicable provisions of the Act and the consent of the Board, shall have power to issue on a cumulative or non-cumulative basis convertible redeemable preference shares liable to be redeemed or converted in any manner permissible under the Act and the Directors may, subject to the applicable provisions of the Act, exercise such power as they deem fit and provide for redemption at a premium or otherwise and/or conversion of such shares into such securities on such terms as they may deem fit.

Provided that the term "Preference Shares" in this Article has the same meaning as defined in explanation (ii) to section 43 of the Act.

21. AMALGAMATION

Subject to provisions of these Articles, the Company shall have the power to make compromise or make arrangements with creditors and Members, consolidate, demerge, amalgamate or merge with other company or companies subject to the provisions of the Act and any other applicable law.

ISSUE OF SHARES

- 22.** Every person whose name is entered as a member in the register of members shall be entitled to receive shares in dematerialized form in accordance with Act, SEBI (Issue of Capital and



Disclosure Requirements) Regulations, 2018, SEBI (Depositories and Participants) Regulations, 2018 and other applicable law for the time being in force.

Any member who subscribes to any shares of the company (whether by way of private placement or preferential issue or bonus shares or rights offer) shall ensure that all his existing shares are held in dematerialized form before such subscription.

Further, the company shall issue the shares only in dematerialized form.

23. Issue of shares in dematerialized form in case the share certificate is defaced, lost or destroyed

i. If any share certificate be worn out, defaced, mutilated or torn, then upon production and surrender thereof to the Company, it shall issue shares in lieu of the same in dematerialized form, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the Company deem adequate, shares in lieu thereof shall be given in dematerialized form.

The provisions of the foregoing Articles relating to issue of shares shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.

Every certificate under this Article shall be issued on payment of twenty rupees for each certificate. Every certificate under the article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.2/- for each certificate) as the Directors shall prescribe.

Provided that, notwithstanding what is stated above, the Directors shall comply with such rules or regulations or requirements of any stock exchange or the rules made under the Act or the rules made under the Securities Contracts (Regulation) Act, 1956 or any other Act or rules applicable in this behalf.

UNDERWRITING & BROKERAGE

24. COMMISSION FOR PLACING SHARES, DEBENTURES, ETC.

- (a) Subject to the provisions of Section 40 (6) Act and other applicable laws, the Company may at any time pay a commission to any person in consideration for subscribing or agreeing to subscribe (whether absolutely or conditionally) to any shares or debentures of the Company or underwriting or procuring or agreeing to procure subscriptions (whether absolute or conditional) for shares or debentures of the Company and provisions of the Act shall apply.
- (b) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Act.
- (c) The Company may also, in any issue, pay such brokerage as may be lawful.
- (d) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

LIEN



25. COMPANY'S LIEN ON SHARES / DEBENTURES

The Company shall subject to applicable law have a first and paramount lien on every share / debenture (not being a fully paid share / debenture) registered in the name of each Member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called, or payable at a fixed time, in respect of that share / debenture and no equitable interest in any share shall be created upon the footing and condition that this Article will have full effect. Unless otherwise agreed, the registration of transfer of shares / debentures shall operate as a waiver of the Company's lien, if any, on such shares / debentures.

Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article.

The fully paid up shares shall be free from all lien and in the case of partly paid up shares the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares.

26. LIEN TO EXTEND TO DIVIDENDS, ETC.

The Company's lien, if any, on a share / debenture shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares / debentures.

27. ENFORCING LIEN BY SALE

The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made—

- (a) unless a sum in respect of which the lien exists is presently payable; or
- (b) until the expiration of fourteen (14) days' after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.

No Member shall exercise any voting right in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid, or in regard to which the Company has exercised any right of lien.

28. VALIDITY OF SALE

To give effect to any such sale, the Board may authorise any person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.

29. VALIDITY OF COMPANY'S RECEIPT



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The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case maybe) constitute a good title to the share and the purchaser shall be registered as the holder of the share.

30. APPLICATION OF SALE PROCEEDS

The proceeds of any such sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

31. OUTSIDER'S LIEN NOT TO AFFECT COMPANY'S LIEN

In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by law) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

32. PROVISIONS AS TO LIEN TO APPLY MUTATIS MUTANDIS TO DEBENTURES, ETC.

The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any other securities, including debentures, of the Company.

CALLS ON SHARES

33. BOARD TO HAVE RIGHT TO MAKE CALLS ON SHARES

The Board may subject to the provisions of the Act and any other applicable law, from time to time, make such call as it thinks fit upon the Members in respect of all moneys unpaid on the shares (whether on account of the nominal value of the shares or by premium) and not by the conditions of allotment thereof made payable at fixed times. Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. A call may be revoked or postponed at the discretion of the Board. The power to call on shares shall not be delegated to any other person except with the approval of the shareholders' in a General Meeting and as maybe permitted by law.

34. NOTICE FOR CALL

Each Member shall, subject to receiving at least fourteen (14) days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.

The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more Members as the Board may deem appropriate in any circumstances.

35. CALL WHEN MADE



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The Board of Directors may, when making a call by resolution, determine the date on which such call shall be deemed to have been made, not being earlier than the date of resolution making such call, and thereupon the call shall be deemed to have been made on the date so determined and if no such date is so determined a call shall be deemed to have been made at the date when the resolution authorizing such call was passed at the meeting of the Board and may be required to be paid in installments.

36. LIABILITY OF JOINT HOLDERS FOR A CALL

The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

37. CALLS TO CARRY INTEREST

If a Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at the rate of ten percent or such other lower rate as shall from time to time be fixed by the Board but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such Member. The Board shall be at liberty to waive payment of any such interest wholly or in part.

38. DUES DEEMED TO BE CALLS

Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

39. EFFECT OF NON-PAYMENT OF SUMS

In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

40. PAYMENT IN ANTICIPATION OF CALL MAY CARRY INTEREST

The Board –

- (a) may, subject to provisions of Section 50 and the Act, if it thinks fit, receive from any Member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as as may be agreed upon between the Board and the Member paying the sum in advance. Nothing contained in this Article shall confer on the Member (i) any right to participate in profits or dividends; or (ii) any voting rights in respect of the moneys so paid by him, until the same would, but for such payment, become presently payable by him. The Directors may at any times repay the amount so advanced.

41. PROVISIONS AS TO CALLS TO APPLY MUTATIS MUTANDIS TO DEBENTURES, ETC.



The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities, including debentures, of the Company.

FORFEITURE OF SHARES

42. BOARD TO HAVE A RIGHT TO FORFEIT SHARES

If a Member fails to pay any call, or installment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or installment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.

43. NOTICE FOR FORFEITURE OF SHARES

The notice aforesaid shall:

- (a) name a further day (not being earlier than the expiry of fourteen days from the date of services of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all Dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

44. UNPAID OR UNCLAIMED DIVIDEND

Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of 30 days, to a special account to be opened by the company in that behalf in any scheduled bank, to be called "ABL Unpaid Dividend Account"

The company shall, within a period of ninety days of making any transfer of an amount under sub-section (1) to the Unpaid Dividend Account, prepare a statement containing the names, their last known addresses and the unpaid dividend to be paid to each person and place it on the website of the company, if any, and also on any other website approved by the Central Government for this purpose, in such form, manner and other particulars as may be prescribed.

If any default is made in transferring the total amount referred to in sub-section (1) or any part thereof to the Unpaid Dividend Account of the company, it shall pay, from the date of such default, interest on so much of the amount as has not been transferred to the said account, at the rate of twelve per cent. per annum and the interest accruing on such amount shall ensure to the benefit of the members of the company in proportion to the amount remaining unpaid to them



Any money transferred to the unpaid dividend account of a company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the company to the Fund known as Investor Education and Protection Fund established under section 125 of the Act and the Company shall send a statement in the prescribed form of the details of such transfer to the authority which administers the said fund and that authority shall issue a receipt to the Company as evidence of such transfer.

All shares in respect of which dividend has not been paid or claimed for 7 (seven) consecutive years or more shall be transferred by the Company in the name of the Investors Education and Protection Fund subject to the provisions of the Act and Rules.

No unclaimed or unpaid dividend shall be forfeited by the Board.

45. RECEIPT OF PART AMOUNT OR GRANT OF INDULGENCE NOT TO AFFECT FORFEITURE

Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any Member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided, provided such forfeiture is undertaken in accordance with the Act. There shall be no forfeiture of unclaimed dividends before the claim becomes barred by applicable law.

46. FORFEITED SHARE TO BE THE PROPERTY OF THE COMPANY

Any share forfeited in accordance with these Articles, shall be deemed to be the property of the Company and may be sold, re-allocated or otherwise disposed of either to the original holder thereof or to any other person upon such terms and in such manner as the Board thinks fit and subject to provisions of the Act.

47. ENTRY OF FORFEITURE IN REGISTER OF MEMBERS

When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and any entry of the forfeiture with the date thereof, shall forthwith be made in the Register of Members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid, unless otherwise required under the Act.

48. MEMBER TO BE LIABLE EVEN AFTER FORFEITURE

A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall forthwith pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares. All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realization. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment



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in whole or in part. The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

49. EFFECT OF FORFEITURE

The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles expressly saved.

50. CERTIFICATE OF FORFEITURE

A duly verified declaration in writing that the declarant is a Director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

51. TITLE OF PURCHASER AND TRANSFEREE OF FORFEITED SHARES

The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of. The transferee shall thereupon be registered as the holder of the share and the transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

52. VALIDITY OF SALES

Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the shares sold and after his name has been entered in the Register of Members in respect of such shares the validity of the sale shall not be impeached by any person.

53. BOARD ENTITLED TO CANCEL FORFEITURE

The Board may at any time before any share so forfeited shall have them sold, reallocated or otherwise disposed of, cancel the forfeiture thereof upon such conditions as it thinks fit.

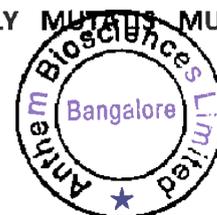
54. SURRENDER OF SHARES

The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any Member desirous of surrendering them on such terms as they think fit.

55. SUMS DEEMED TO BE CALLS

The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

56. PROVISIONS AS TO FORFEITURE OF SHARES TO APPLY MUTATIS MUTANDIS TO DEBENTURES, ETC.



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The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities, including debentures, of the Company.

TRANSFER OF SHARES

57. **Transfer of shares in demat mode:**

- (i) Every holder of shares of the company who intends to transfer such shares shall get such shares dematerialized before the transfer.
- (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered as beneficial owners in the records of the Depository.
- (iii) The Depository participant shall register transfer of shares to or from a beneficial owner's account only on receipt of instructions and requisite documents, if any are received from the beneficial owner and thereafter confirm the same to the beneficial owner in a manner as specified by the depository in its bye-laws.

Provided further that nothing in this Article shall be prejudicially to any power of the Company to register as shareholder or debenture holder any person to whom the right to any shares in, or debentures of, the Company has been transmitted by operation of law.

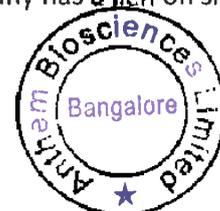
58. **Transfer by legal representative:** A transfer of the shares or other interest in the Company of a deceased member thereof made by his legal representatives shall, although the legal representative is not himself a member be as valid as if he had been a member at the time of the transfer of shares in dematerialized form.

59. **Power to close Registers:** The Company may, after giving appropriate previous notice of not less than seven days' close the register of members or the register of debenture holders or other security holders for any period or periods not exceeding in the whole forty-five days in each year, but not exceeding thirty days at any one time.

The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

60. **DIRECTORS MAY REFUSE TO REGISTER TRANSFER**

Subject to the provisions of Section 58, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse whether in pursuance of any power of the company under these Articles or otherwise to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a Member in or debentures of the Company. The Company shall within thirty days from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal. Provided that the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except where the Company has a lien on shares.



61. **TRANSFER OF PARTLY PAID SHARES**

Where in the case of partly paid-up shares, an application for registration is made by the transferor alone, the transfer shall not be registered, unless the Company gives the notice of the application to the transferee in accordance with the provisions of the Act and the transferee gives no objection to the transfer within the time period prescribed under the Act.

62. **TRANSFERS NOT PERMITTED**

No share shall in any circumstances be transferred to any infant, insolvent or a person of unsound mind, except fully paid-up shares through a legal guardian.

TRANSMISSION OF SHARES

63. **Title to shares on death of a member:**

i. On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the company as having any title to his interest in the shares.

ii. Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

64. **Transmission Clause:**

i. Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—

a. to be registered himself as holder of the share; or

b. to make such transfer of the share as the deceased or insolvent member could have made.

ii. The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

65. **Indemnity to the Company:** The Company shall be fully indemnified by such person from all liability, if any, for actions taken by the Board to give effect to such transmission.

66. **Right to election of holder of share:**

i. If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

ii. If the person aforesaid shall elect to transfer the share, he shall testify his election by executing necessary documents for transfer of the share.

iii. All the limitations, restrictions and provisions of these regulations relating to the right to transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death



or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

Claimant to be entitled to same advantage:

A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

The provisions of these Articles relating to transmission by operation of law shall *mutatis mutandis* apply to any other securities including debentures of the Company.

No fee shall be charged for registration of transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document.

ALTERATION OF CAPITAL

67. RIGHTS TO ISSUE SHARE WARRANTS

The Company may issue share warrants subject to, and in accordance with provisions of the Act. The Board may, in its discretion, with respect to any share which is fully paid up on application in writing signed by the person registered as holder of the share, and authenticated by such evidence (if any) as the Board may from time to time require as to the identity of the person signing the application, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require having been paid, issue a warrant.

68. BOARD TO MAKE RULES

1. The Board may, from time to time, make rules as to the terms on which it shall think fit, a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

69. SHARES MAY BE CONVERTED INTO STOCK

Where shares are converted into stock:

- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:



Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;
- (c) such of the Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"Member" shall include "stock" and "stock-holder" respectively.

70. REDUCTION OF CAPITAL

The Company may (subject to the provisions of sections 52, 55, 66, both inclusive, and other applicable provisions, if any, of the Act), by a Special Resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act—

- (a) its share capital; and/or
- (b) any capital redemption reserve account; and/or
- (c) any share premium account

and in particular without prejudice to the generality of the foregoing power may be: (i) extinguishing or reducing the liability on any of its shares in respect of share capital not paid up; (ii) either with or without extinguishing or reducing liability on any of its shares, (a) cancel paid up share capital which is lost or is unrepresented by available assets; or (b) pay off any paid up share capital which is in excess of the wants of the Company; and may, if and so far as is necessary, alter its Memorandum, by reducing the amount of its share capital and of its shares accordingly.

71. DEMATERIALISATION OF SECURITIES

- (a) The Company shall recognise interest in dematerialised securities under the Depositories Act, 1996.
- (b) Dematerialisation/Re-materialisation of securities

Notwithstanding anything to the contrary or inconsistent contained in these Articles, the Company shall be entitled to dematerialise its existing securities, re-materialise its securities held in Depositories and/or offer its fresh securities in the dematerialised form pursuant to the Depositories Act, 1996 and the rules framed thereunder, if any.

- (c) Option to receive security certificate or hold securities with the Depository



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Every person subscribing to or holding securities of the Company shall have the option to receive the security certificate or hold securities with a Depository. Where a person opts to hold a security with the Depository, the Company shall intimate such Depository of the details of allotment of the security and on receipt of such information, the Depository shall enter in its record, the name of the allottees as the beneficial owner of that security. Such a person who is the beneficial owner of the Shares can at any time opt out of a Depository, if permitted by the law, in respect of any Shares in the manner provided by the Depositories Act, 1996 and the regulations made thereunder and the Company shall in the manner and within the time prescribed, issue to the beneficial owner the required certificate of Shares. In the case of transfer of Shares or other marketable securities where the Company has not issued any certificates and where such Shares or securities are being held in an electronic and fungible form, the provisions of the Depositories Act, 1996 shall apply.

(d) Securities in electronic form

All securities held by a Depository shall be dematerialized and held in electronic form. No certificate shall be issued for the securities held by the Depository.

(e) Beneficial owner deemed as absolute owner

Except as ordered by a court of competent jurisdiction or by applicable law required and subject to the provisions of the Act, the Company shall be entitled to treat the person whose name appears on the applicable register as the holder of any security or whose name appears as the beneficial owner of any security in the records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognize any benami trust or equity, equitable contingent, future, partial interest, other claim to or interest in respect of such securities or (except only as by these Articles otherwise expressly provided) any right in respect of a security other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has expressed or implied notice thereof but the Board shall at their sole discretion register any security in the joint names of any two or more persons or the survivor or survivors of them.

(f) Register and index of beneficial owners

The Company shall cause to be kept a register and index of members with details of securities held in materialised and dematerialised forms in any media as may be permitted by law including any form of electronic media. The register and index of beneficial owners maintained by a Depository under the Depositories Act, 1996 shall be deemed to be a register and index of members for the purposes of this Act. The Company shall have the power to keep in any state or country outside India, a Register of Members, resident in that state or country.

72. BUY BACK OF SHARES

Notwithstanding anything contained in these Articles, but subject to to the provisions of sections 68 to 70 and all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

GENERAL MEETINGS



73. **ANNUAL GENERAL MEETINGS**

- (a) The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meeting in that year.
- (b) An Annual General Meeting of the Company shall be held in accordance with the provisions of the Act.

74. **EXTRAORDINARY GENERAL MEETINGS**

All General Meetings other than the Annual General Meeting shall be called "Extraordinary General Meeting". Provided that, the Board may, whenever it thinks fit, call an Extraordinary General Meeting.

75. **EXTRAORDINARY MEETINGS ON REQUISITION**

The Board shall, on the requisition of Members, convene an Extraordinary General Meeting of the Company in the circumstances and in the manner provided under the Act.

76. **NOTICE FOR GENERAL MEETINGS**

All General Meetings shall be convened by giving not less than clear twenty-one (21) days' notice, in such manner as is prescribed under the Act, specifying the place, date and hour of the meeting and a statement of the business proposed to be transacted at such a meeting, in the manner mentioned in the Act. Notice shall be given to all the Members and to such persons as are under the Act and/or these Articles entitled to receive such notice from the Company but any accidental omission to give notice to or non-receipt of the notice by any Member or other person to whom it should be given shall not invalidate the proceedings of any General Meetings.

The Members may participate in General Meetings through such modes as permitted by applicable laws.

77. **SHORTER NOTICE ADMISSIBLE**

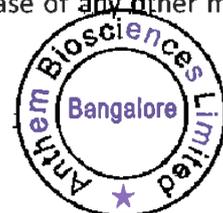
Upon compliance with the relevant provisions of the Act, an Annual General Meeting or any General Meeting may be convened by giving a shorter notice than twenty-one (21) days.

78. **CIRCULATION OF MEMBERS' RESOLUTION**

The Company shall comply with provisions of Section 111 of the Act, as to giving notice of resolutions and circulating statements on the requisition of Members.

79. **SPECIAL AND ORDINARY BUSINESS**

- (a) Subject to the provisions of the Act, all business shall be deemed special that is transacted at the Annual General Meeting with the exception of declaration of any dividend, the consideration of financial statements and reports of the Directors and auditors, the appointment of Directors in place of those retiring and the appointment of and fixing of the remuneration of the auditors. In case of any other meeting, all business shall be deemed to be special.



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- (b) In case of special business as aforesaid, an explanatory statement as required under the applicable provisions of the Act shall be annexed to the notice of the meeting.

80. QUORUM FOR GENERAL MEETING

Five (5) Members or such other number of Members as required under the Act or the applicable law for the time being in force prescribes, personally present shall be quorum for a General Meeting and no business shall be transacted at any General Meeting unless the requisite quorum is present at the commencement of the meeting.

81. TIME FOR QUORUM AND ADJOURNMENT

Subject to the provisions of the Act, if within half an hour from the time appointed for a meeting, a quorum is not present, the meeting, if called upon the requisition of Members, shall be cancelled and in any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board may determine. If at the adjourned meeting also a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be quorum and may transact the business for which the meeting was called.

82. CHAIRMAN OF GENERAL MEETING

The chairman, if any, of the Board of Directors shall preside as chairman at every General Meeting of the Company. No business shall be discussed at any General Meeting except the election of a Chairman while the Chair is vacant.

83. ELECTION OF CHAIRMAN

Subject to the provisions of the Act, if there is no such chairman or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the Directors present shall elect another Director as chairman and if no Director be present or if all the Directors decline to take the chair, then the Members present shall choose a Member to be the chairman.

84. ADJOURNMENT OF MEETING

Subject to the provisions of the Act, the chairman of a General Meeting may, with the consent given in the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn that meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When the meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as nearly to the original meeting, as may be possible. Save as aforesaid and as provided in Section 103 of the Act, it shall not be necessary to give any notice of adjournment of the business to be transacted at an adjourned meeting.

Any member who has not appointed a proxy to attend and vote on his behalf at a general meeting may appoint a proxy for any adjourned general meeting, not later than forty-eight hours before the time of such adjourned Meeting.



85. **VOTING AT MEETING**

At any General Meeting, a demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that on which a poll has been demanded. The demand for a poll may be withdrawn at any time by the person or persons who made the demand. Further, no objection shall be raised to the qualification of any voter except at the General Meeting or adjourned General Meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the General Meeting, whose decision shall be final and conclusive.

86. **DECISION BY POLL**

If a poll is duly demanded in accordance with the provisions of the Act, it shall be taken in such manner as the chairman directs and the results of the poll shall be deemed to be the decision of the meeting on the resolution in respect of which the poll was demanded.

87. **CASTING VOTE OF CHAIRMAN**

In case of equal votes, whether on a show of hands or on a poll, the chairman of the General Meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled to as a Member.

88. **PASSING RESOLUTIONS BY POSTAL BALLOT**

- (a) Notwithstanding any of the provisions of these Articles, the Company may, and in the case of resolutions relating to such business as notified under the Act, to be passed by postal ballot, shall get any resolution passed by means of a postal ballot, instead of transacting the business in the General Meeting of the Company.
- (b) Where the Company decides to pass any resolution by resorting to postal ballot, it shall follow the procedures as prescribed under the Act.
- (c) If a resolution is assented to by the requisite majority of the shareholders by means of postal ballot, it shall be deemed to have been duly passed at a General Meeting convened in that behalf.

VOTE OF MEMBERS

89. **VOTING RIGHTS OF MEMBERS**

Subject to any rights or restrictions for the time being attached to any class or classes of shares:

- (a) On a show of hands every Member holding Equity Shares and present in person shall have one vote.
- (b) On a poll, every Member holding Equity Shares therein shall have voting rights in proportion to his share in the paid-up equity share capital.
- (c) A Member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.



90. **VOTING BY JOINT-HOLDERS**

In case of joint holders the vote of first named of such joint holders in the Register of Members who tenders a vote whether in person or by proxy shall be accepted, to the exclusion of the votes of other joint holders.

91. **VOTING BY MEMBER OF UNSOUND MIND**

A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or legal guardian may, on a poll, vote by proxy.

92. **NO RIGHT TO VOTE UNLESS CALLS ARE PAID**

No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him have been paid, or in regard to which the Company has lien and has exercised any right of lien.

93. **PROXY**

Subject to the provisions of the Act and these Articles, any Member entitled to attend and vote at a General Meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting. The proxy shall not be entitled to vote except on a poll.

94. **INSTRUMENT OF PROXY**

An instrument appointing a proxy shall be in the form as prescribed under the Act for this purpose. The instrument appointing a proxy shall be in writing under the hand of appointer or of his attorney duly authorized in writing or if appointed by a body corporate either under its common seal or under the hand of its officer or attorney duly authorized in writing by it. Any person whether or not he is a Member of the Company may be appointed as a proxy.

The instrument appointing a proxy and power of attorney or other authority (if any) under which it is signed or a notarized copy of that power or authority must be deposited at the Office of the Company not less than forty eight (48) hours prior to the time fixed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in case of a poll, not less than twenty four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

95. **VALIDITY OF PROXY**

A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of shares in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

96. **CORPORATE MEMBERS**



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Any corporation which is a Member of the Company may, by resolution of its Board of Directors or other governing body, authorize such person as it thinks fit to act as its representative at any meeting of the Company and the said person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could have exercised if it were an individual Member of the Company (including the right to vote by proxy).

DIRECTOR

97. NUMBER OF DIRECTORS

Unless otherwise determined by General Meeting and subject to the provisions of Section 149 of the Act, the number of Directors shall not be less than three (3) and not more than fifteen (15), and at least one (1) Director shall be resident of India for a total period of not less than one hundred and eighty-two days during in the previous year.

Provided that the Company may appoint more than fifteen (15) directors after passing a Special Resolution.

The persons hereinafter named are the first Directors of the Company:

(a) Mr. Ajay Bhardwaj; (b) Mrs. Bharathi Vinod; and (c) Ms. Shobitha Yeluri

98. SHARE QUALIFICATION NOT NECESSARY

Any person whether a Member of the Company or not may be appointed as Director and no qualification by way of holding shares shall be required of any Director.

99. ADDITIONAL DIRECTORS

Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles. Any such additional director shall hold office only up to the date of the upcoming Annual General Meeting.

100. ALTERNATE DIRECTORS

Subject to provisions of the Act and these Articles:

(a) The Board may, appoint a person, not being a person holding any alternate directorship for any other director in the Company or holding directorship in the Company, to act as an alternate director for a director during his absence for a period of not less than 3 (three) months from India (hereinafter in this Article called the "Original Director").

(b) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. If the term of office of the Original Director is determined before he returns to India the automatic re-appointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.



101. **APPOINTMENT OF DIRECTOR TO FILL A CASUAL VACANCY**

If the office of any Director appointed by the Company in General Meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board which shall be subsequently approved by members in the immediate next general meeting. The director so appointed shall hold office only up to the date which the director in whose place he is appointed would have held office if it had not been vacated.

102. **REMUNERATION OF DIRECTORS**

- (a) A Director (other than a managing Director or whole-time Director) may receive a sitting fee not exceeding such sum as may be prescribed by the Act or the Central Government from time to time for each meeting of the Board of Directors or any committee thereof attended by him/her. The remuneration of Directors including managing Director and/or whole-time Director may be paid in accordance with the applicable provisions of the Act.
- (b) The Board of Directors may allow and pay or reimburse any Director who is not a bona fide resident of the place where a meeting of the Board or of any committee is held and who shall come to such place for the purpose of attending such meeting or for attending its business at the request of the Company, such sum as the Board may consider fair compensation for travelling, and out-of-pocket expenses and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company's business he shall be entitled to be reimbursed any travelling or other expenses incurred in connection with the business of the Company.

103. **REMUNERATION FOR EXTRA SERVICES**

If any Director, being willing, shall be called upon to perform extra services or to make any special exertions (which expression shall include work done by Director as a Member of any committee formed by the Directors) in going or residing away from the town in which the Office of the Company may be situated for any purposes of the Company or in giving any special attention to the business of the Company or as member of the Board, then subject to the provisions of the Act, the Board may remunerate the Director so doing either by a fixed sum, or by a percentage of profits or otherwise and such remuneration, may be either in addition to or in substitution for any other remuneration to which he may be entitled.

104. **CONTINUING DIRECTOR MAY ACT**

The continuing Directors may act notwithstanding any vacancy in the Board, but if the number is reduced below three, the continuing Directors or Director may act for the purpose of increasing the number of Directors to three or for summoning a General Meeting of the Company, but for no other purpose.

105. **VACATION OF OFFICE OF DIRECTOR**

The office of a Director shall be deemed to have been vacated under the circumstances enumerated under Act.

ROTATION AND RETIREMENT OF DIRECTOR



Appointment and Retirement of Directors The appointment and retirement including by rotation of Directors shall be in accordance with the applicable provisions of the Act and the Rules thereunder [

PROCEEDINGS OF BOARD OF DIRECTORS

106. MEETINGS OF THE BOARD

- (a) The Board of Directors shall meet at least once in every three (3) months with a maximum gap of one hundred and twenty (120) days between two (2) meetings of the Board for the dispatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit in accordance with the Act, provided that at least four (4) such meetings shall be held in every year. Place of meetings of the Board shall be at a location determined by the Board at its previous meeting, or if no such determination is made, then as determined by the chairman of the Board.
- (b) The chairman may, at any time, and the secretary or such other Officer of the Company as may be authorised in this behalf on the requisition of Director shall at any time summon a meeting of the Board. Notice of at least seven (7) days in writing of every meeting of the Board shall be given to every Director and every alternate Director at his usual address whether in India or abroad registered with the Company, provided always that a meeting may be convened by a shorter notice to transact urgent business subject to the condition that at least one independent director, if any, shall be present at the meeting and in case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one independent director, if any.
- (c) The notice of each meeting of the Board shall include (i) the time for the proposed meeting; (ii) the venue for the proposed meeting; and (iii) an agenda setting out the business proposed to be transacted at the meeting.
- (d) To the extent permissible by applicable law, the Directors may participate in a meeting of the Board or any committee thereof, through electronic mode, that is, by way of video conferencing i.e., audio visual electronic communication facility. The notice of the meeting must inform the Directors regarding the availability of participation through video conferencing. Any Director participating in a meeting through the use of video conferencing shall be counted for the purpose of quorum.

107. QUESTIONS AT BOARD MEETING HOW DECIDED

Questions arising at any time at a meeting of the Board shall be decided by majority of votes and in case of equality of votes, the chairman, in his absence the vice chairman or the Director presiding shall have a second or casting vote.

108. QUORUM

Subject to the provisions of the Act and other applicable law, the quorum for a meeting of the Board shall be one third of its total strength (any fraction contained in that one-third being rounded off as one) or two Directors whichever is higher and the participation of the directors by video conferencing or by other audio visual means shall also be counted for the purposes of quorum.



At any time the number of interested Directors is equal to or exceeds two-thirds of total strength, the number of remaining Directors, that is to say the number of Directors who are not interested, present at the meeting being not less than two, shall be the quorum during such time. The total strength of the Board shall mean the number of Directors actually holding office as Directors on the date of the resolution or meeting, that is to say, the total strength of Board after deducting there from the number of Directors, if any, whose places are vacant at the time. The term 'interested director' means any Director whose presence cannot, by reason of applicable provisions of the Act be counted for the purpose of forming a quorum at meeting of the Board, at the time of the discussion or vote on the concerned matter or resolution.

109. ADJOURNED MEETING

Subject to the provisions of the Act, if within half an hour from the time appointed for a meeting of the Board, a quorum is not present, the meeting, shall stand adjourned to the same day in the next week at the same time and place or if that day is a national holiday, till the next succeeding day, which is not a national holiday, or to such other day and at such other time and place as the Directors may determine.

110. ELECTION OF CHAIRMAN OF BOARD

- (a) The Board may elect a chairman of its meeting and determine the period for which he is to hold office. The positions, duties and responsibilities of the Chairman (whether whole-time or not and notwithstanding the fact that his appointment may be in the designation of a whole-time Director under the Act) & the Chief Executive Officer (by whatever designation described) shall be accordingly defined by the Board. The Board may authorize maintenance of a Chairman's Office at Company's expense to support him in the performance of his duties.
- (b) Subject to the provisions of the Act, these Articles and of any Contract between him and the Company the remuneration of the Chairman (notwithstanding the fact that his appointment may be in the designation of a whole-time Director under the Act) may from time to time be fixed by the Directors, subject to the approval of the Company in General Meeting, and may be by way of fixed monthly payments, commission on profits of the Company; any or all of these modes or any other mode not expressly prohibited in the Act
- (c) If no such chairman is elected or at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the meeting the Directors present may choose one among themselves to be the chairman of the meeting.
- (d) The Board may from time to time appoint one amongst its members to be the Vice Chairman who shall perform the duties of Chairman in absence of Chairman.

111. POWERS OF DIRECTORS

- (a) The Board may exercise all such powers of the Company and do all such acts and things as are not, by the Act or any other applicable law, or by the Memorandum or by the Articles required to be exercised by the Company in a General Meeting, subject nevertheless to these Articles, to the provisions of the Act or any other applicable law and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in a General Meeting; but no regulation made by the Company in a General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
- (b) All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn,



accepted, endorsed, or otherwise executed, as the case maybe, by such person and in such manner as the Board shall from time to time by resolution determine.

112. DELEGATION OF POWERS

- (a) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such members of its body as it thinks fit.
- (b) Any committee so formed shall, in the exercise of the power so delegated conform to any regulations that may be imposed on it by the Board.

113. ELECTION OF CHAIRMAN OF COMMITTEE

- (a) A committee may elect a chairman of its meeting. If no such chairman is elected or if at any meeting the chairman is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be the chairman of the committee meeting.
- (b) The quorum of a committee may be fixed by the Board of Directors.

114. QUESTIONS HOW DETERMINED

- (a) A committee may meet and adjourn as it thinks proper.
- (b) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present as the case may be and in case of equality of vote, the chairman shall have a second or casting vote, in addition to his vote as a member of the committee.

115. VALIDITY OF ACTS DONE BY BOARD OR A COMMITTEE

All acts done by any meeting of the Board, of a committee thereof, or by any person acting as a Director shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid or that they or any of them were disqualified be as valid as if even such Director or such person has been duly appointed and was qualified to be a Director.

116. RESOLUTION BY CIRCULATION

Save as otherwise expressly provided in the Act, a resolution in writing 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 of the meeting of the Board or the committee, as the case may be and to all other Directors or Members at their usual address in India and approved by such of the Directors as are then in India or by a majority of such of them as are entitled to vote at the resolution shall be valid and effectual as if it had been a resolution duly passed at a meeting of the Board or committee duly convened and held.



A handwritten signature in blue ink, appearing to be a stylized name.

117. MAINTENANCE OF FOREIGN REGISTER

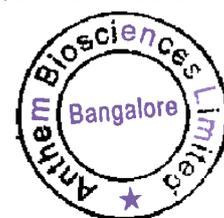
The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of those Sections) make and vary such regulations as it may think fit respecting the keeping of any register.

118. BORROWING POWERS

- (a) The Directors may, from time to time, at their discretion, raise or borrow, or secure the payment of, any sum or sums of money for the purposes of the Company;
- (b) Provided that the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not at any time except with the consent of the Company by way of special resolution in general meeting exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set part for any specific purpose. .

119. NOMINEE DIRECTORS

- (a) Subject to the provisions of the Act, so long as any moneys remain owing by the Company to financial institutions regulated by the Reserve Bank of India, state financial corporation or any financial institution owned or controlled by the Central Government or State Government or any non-banking financial company regulated by the Reserve Bank of India or any such company from whom the Company has borrowed for the purpose of carrying on its objects or each of the above has granted any loans / or subscribes to the debentures of the Company or so long as any of the aforementioned companies of financial institutions holds or continues to hold debentures /shares in the Company as a result of underwriting or by direct subscription or private placement or so long as any liability of the Company arising out of any guarantee furnished on behalf of the Company remains outstanding, and if the loan or other agreement with such institution/ corporation/ company (hereinafter referred to as the "Corporation") so provides, the Corporation may, in pursuance of the provisions of any law for the time being in force or of any agreement, have a right to appoint from time to time any person or persons as a Director or Directors whole-time or non whole-time (which Director or Director/s is/are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such office any person or person so appointed and to appoint any person or persons in his /their place(s).
- (b) The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board meetings and of the meetings of the committee of which Nominee Director/s is/are member/s as also the minutes of such Meetings. The Corporation shall also be entitled to receive all such notices and minutes.
- (c) The Company may pay the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled, but if any other fees commission, monies or remuneration in any form is payable to the Directors of the Company the fees, commission, monies and remuneration in relation to such Nominee Director/s may



accrue to the nominee appointer and same shall accordingly be paid by the Company directly to the Corporation.

Provided that if any such Nominee Director/s is an officer of any of the Corporation, the sittings fees in relation to such nominee Director shall also accrue to the Corporation concerned and the same shall accordingly be paid by the Company directly to that Corporation.

- (d) Provided that the sitting fees, in relation to such Nominee Director/s shall also accrue to the appointer and same shall accordingly be paid by the Company directly to the appointer.

120. REGISTER OF CHARGES

The Directors shall cause a proper register to be kept, in accordance with the Act, of all mortgages and charges specifically affecting the property of the Company or any of its undertakings and shall duly comply with the requirements of the Act in regard to the registration of mortgages and charges therein specified.

121. MANAGING DIRECTOR(S) AND/OR WHOLE TIME DIRECTORS

- (a) The Board may from time to time and with such sanction of the Central Government as may be required by the Act, appoint one or more of the Directors to the office of the managing director and/ or whole time directors for such term and subject to such remuneration, terms and conditions as they may think fit.
- (b) The Directors may from time to time resolve that there shall be either one or more managing directors and/ or whole-time directors.
- (c) In the event of any vacancy arising in the office of a managing director and/or whole-time director, the vacancy shall be filled by the Board of Directors subject to the approval of the Members.
- (d) If a managing director and/or whole-time director ceases to hold office as Director, he shall *ipso facto* and immediately cease to be managing director/whole time director.
- (e) The managing director and/or whole-time director shall not be liable to retirement by rotation as long as he holds office as managing director or whole-time director.

122. POWERS AND DUTIES OF MANAGING DIRECTOR OR WHOLE-TIME DIRECTOR

The managing director/ whole-time director shall subject to the supervision, control and direction of the Board and subject to the provisions of the Act, exercise such powers as are exercisable under these Articles by the Board of Directors, as they may think fit and confer such power for such time and to be exercised as they may think expedient and they may confer such power either collaterally with or to the exclusion of any such substitution for all or any of the powers of the Board of Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any such powers. The managing Directors/ whole-time Directors may exercise all the powers entrusted to them by the Board of Directors in accordance with the Board's direction.



123. REIMBURSEMENT OF EXPENSES

The managing Directors/ whole-time Directors shall be entitled to charge and be paid for all actual expenses, if any, which they may incur for or in connection with the business of the Company. They shall be entitled to appoint part time employees in connection with the management of the affairs of the Company and shall be entitled to be paid by the Company any remuneration that they may pay to such part time employees.

124. CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY AND CHIEF FINANCIAL OFFICER

Subject to the provisions of the Act —

- (a) A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board.
- (b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer. Further, an individual may be appointed or reappointed as the chairperson of the Company as well as the managing Director or chief executive officer of the Company at the same time.

DIVIDEND

125. COMPANY IN GENERAL MEETING MAY DECLARE DIVIDENDS

The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

126. INTERIM DIVIDENDS

Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit and as appear to it to be justified by the profits of the company.

127. DIVISION OF PROFITS

Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

128. DIVIDENDS TO BE APPORTIONED



All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

129. DEDUCTION OF ARREARS

Subject to the Act, no Member shall be entitled to receive payment of any interest or dividend in respect of his share or shares whilst any money may be due or owing from him to the Company in respect of such share or shares of or otherwise howsoever whether alone or jointly with any other person or persons and the Board may deduct from any dividend payable to any Members all sums of money, if any, presently payable by him to the Company on account of the calls or otherwise in relation to the shares of the Company.

130. RETENTION OF DIVIDENDS

The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares..

131. RECEIPT OF JOINT HOLDER

Any one of two or more joint holders of a share may give effective receipt for any dividends, bonuses or other moneys payable in respect of such shares.

132. DIVIDEND HOW REMITTED

Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register of Members, or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

133. DIVIDENDS NOT TO BEAR INTEREST

No dividends shall bear interest against the Company.

134. Waiver of dividend

The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

135. TRANSFER OF SHARES AND DIVIDENDS

Subject to the provisions of the Act, any transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.



A handwritten signature in blue ink, appearing to be "A. Anthe".

CAPITALISATION OF PROFITS

136. CAPITALISATION OF PROFITS

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137.

The books of account shall be kept at the Office or at such other place in India as the Directors think fit in accordance with the applicable provisions of the Act.

138. INSPECTION BY DIRECTORS

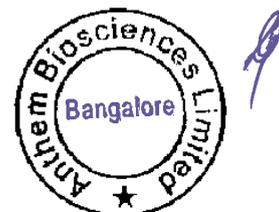
The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act.

139. INSPECTION BY MEMBERS

No Member (not being a Director) shall have any right of inspecting any account or books or documents of the Company except as conferred by law or authorised by the Board.

SERVICE OF DOCUMENTS AND NOTICE

140. MEMBERS TO NOTIFY ADDRESS IN INDIA



Each registered holder of shares from time to time notify in writing to the Company such place in India to be registered as his address and such registered place of address shall for all purposes be deemed to be his place of residence.

141. SERVICE ON MEMBERS HAVING NO REGISTERED ADDRESS

If a Member has no registered address in India, and has not supplied to the Company any address within India, for the giving of the notices to him, a document advertised in a newspaper circulating in the neighborhood of Office of the Company shall be deemed to be duly served to him on the day on which the advertisement appears.

142. SERVICE ON PERSONS ACQUIRING SHARES ON DEATH OR INSOLVENCY OF MEMBERS

A document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title or representatives of the deceased, assignees of the insolvent by any like description at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served as if the death or insolvency had not occurred.

143. PERSONS ENTITLED TO NOTICE OF GENERAL MEETINGS

Subject to the provisions of the Act and these Articles, notice of General Meeting shall be given:

- (a) To the Members of the Company as provided by these Articles.
- (b) To the persons entitled to a share in consequence of the death or insolvency of a Member.
- (c) To the Directors of the Company.
- (d) To the auditors for the time being of the Company; in the manner authorized by as in the case of any Member or Members of the Company.

144. NOTICE BY ADVERTISEMENT

Subject to the provisions of the Act any document required to be served or sent by the Company on or to the Members, or any of them and not expressly provided for by these Articles, shall be deemed to be duly served or sent if advertised in a newspaper circulating in the district in which the Office is situated.

145. MEMBERS BOUND BY DOCUMENT GIVEN TO PREVIOUS HOLDERS

Every person, who by the operation of law, transfer or other means whatsoever, shall become entitled to any shares, shall be bound by every document in respect of such share which, previously to his name and address being entered in the Register of Members, shall have been duly served on or sent to the person from whom he derived his title to such share.

Any notice to be given by the Company shall be signed by the managing Director or by such Director or secretary (if any) or Officer as the Directors may appoint. The signature to any notice to be given by the Company may be written or printed or lithographed.



WINDING UP

146. The Company may be wound up in accordance with the Act and the Insolvency and Bankruptcy Code, 2016, as amended (to the extent applicable). Subject to the applicable provisions of the Act–

- (a) If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
- (b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members.
- (c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.
- (d) Any person who is or has been a Director or manager, whose liability is unlimited under the Act, shall, in addition to his liability, if any, to contribute as an ordinary member, be liable to make a further contribution as if he were at the commencement of winding up, a member of an unlimited company, in accordance with the provisions of the Act.

147. APPLICATION OF ASSETS

Subject to the provisions of the Act as to preferential payment the assets of the Company shall, on its winding up, be applied in satisfaction of its liabilities *pari passu* and, subject to such application shall be distributed among the Members according to their rights and interests in the Company.

INDEMNITY

148. DIRECTOR'S AND OTHERS' RIGHT TO INDEMNITY

Subject to the provisions of the Act and other applicable law, every Director, Manager, Secretary and other Officer of the Company shall be indemnified by the Company against any liability incurred by him in his capacity as Director or Officer of the Company including in relation to defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the tribunal. Provided, however, that such indemnification shall not apply in respect of any cost or loss or expenses to the extent it is finally judicially determined to have resulted from the negligence, willful misconduct or bad faith acts or omissions of such Director, Manager, Secretary and other Officer of the Company.

149. INSURANCE

The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former Directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.



SECURITY CLAUSE

150. SECURITY

No Member shall be entitled to inspect the Company's works without the permission of the managing director/ Directors or to require discovery of any information respectively and detail of the Company's trading or any matter which is or may be in the nature of a trade secret, history of trade or secret process which may be related to the conduct of the business of the Company and which in the opinion of the managing director/ Directors will be inexpedient in the interest of the Members of the Company to communicate to the public. Every manager, auditor, trustee, member of a Committee, officer, servant, agent, accountant or other Persons employed in the business of the Company shall, if so required by the Board, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all *bona fide* transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any General Meeting or by the law of the country and except so far as may be necessary in order to comply with any of the provisions in these Articles, the provisions of the Act and the law.

GENERAL POWER

151. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.
152. At any point of time from the date of adoption of these Articles, if the Articles are or become contrary to the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (the "Listing Regulations"), the provisions of the Listing Regulations shall prevail over the Articles to such extent and the Company shall discharge all of its obligations as prescribed under the Listing Regulations as and when applicable, from time to time.

PART B

I. PRELIMINARY

1. Subject to the provisions hereinafter provided, regulations contained in Table F of Schedule I to the Companies Act, 2013 shall apply to the Company in these Articles so far as they are not inconsistent with any of the provisions contained in these Articles.
2. Where in the Act or the rules, regulations and notifications thereunder, it has been provided that a company shall have any right, privilege, exemptions or authority or that a company could carry out any transaction only if the company is so authorised by its articles of association, in every such case, unless otherwise provided in Part II of these Articles or As Agreed between the Shareholders, these Articles hereby authorise and empower the Company to have such right, privilege, exemption or authority and to carry out such transaction as have been permitted by the Act or



the rules, regulations and notifications, without there being any such specific regulation provided herein.

3. PUBLIC COMPANY:

The Company is a 'Public Company' as defined in Section 2(71) of the Act and accordingly:

- 3.1. The minimum paid-up capital of the Company shall be as may be prescribed;
- 3.2. The transfers shall be effected only in the manner hereinafter laid down in these Articles;

II. ARTICLES

1. INTERPRETATION

1.1. Defined Terms:

AB means Mr. Ajay Bhardwaj, being the son of Prem Chand Bhardwaj and a resident and citizen of India, residing at A 4, Epsilon Villas, Yemlur Main Road, Bangalore – 560037.

Acceptance Period has the meaning given to it in Article 8.4(e) (*Right of First Offer*).

Accepted Offer has the meaning given to it in Article 8.4(e) (*Right of First Offer*).

Accepted Offeror has the meaning given to it in Article 8.4(e) (*Right of First Offer*).

Accepting Shareholder has the meaning given to it in Article 7.4(b) (*Procedure*).

Act means the Companies Act, 2013 (India), and shall include any statutory replacement or re-enactment thereof.

Affiliate means, in relation to a Person:

- (a) who is an individual:
 - (i) any Person who is a Relative of such Person;
 - (ii) any Company or other Person (being an entity) which is Controlled by such Person and/or such Person's Relative(s);
 - (iii) any Person which is a trust:
 - (A) of which such Person and/or such Person's Immediate Relative(s) are the sole beneficiaries; or
 - (B) the trustee of which is Controlled by such Person and/or such Person's Immediate Relative(s); or
- (b) which is a body corporate, limited liability partnership or other partnership, trust, firm, society, Hindu Undivided Family or any other entity or association referred to in the definition of Person, a Person either directly or indirectly through one or more intermediate Persons and whether alone or in combination with one or more other Persons, that Controls, is Controlled by, or is under common Control with such Person, and



- (c) without prejudice to the generality of the foregoing, where such Person is the Investor, an Affiliate of the Investor includes:
- (i) any fund, trust, partnership, co-investment entity, subsidiary, special purpose or other vehicle or other Person, which is managed and/or advised by:
 - (A) True North;
 - (B) the investment manager or investment advisor of True North; and
 - (C) any Affiliate (within the meaning of any other paragraph of this definition) of a Person referred to at paragraph (c)(i)(A) or (c)(i)(B); and
 - (ii) any Affiliates (within the meaning of paragraph (b) of this definition) of any Person specified in paragraph (c)(i); and
 - (iii) any other Person under common management with the Investor or any of its Affiliates (within the meaning of any other paragraph of this definition), but, notwithstanding any of the foregoing, in no case will:
 - (A) the Company; or
 - (B) any portfolio company or entity in which True North holds an investment; or
 - (C) any Permitted Lender or Permitted Lender Transferee,

be considered an Affiliate of the Investor.

Agreement means the shareholders agreement dated 1 March 2021 executed amongst the Company, Investor, Principal Shareholders, Malay, Rupesh, Satish and Portsmouth, including all Recitals, Schedules, annexures and exhibits attached thereto, as amended or replaced from time to time.

Agreement Date means 1 March 2021.

AML has the meaning given to it in Article 13.1(b) (*ABC and AML*).

Anthem Bio Pharma means Anthem Bio Pharma Private Limited, a company incorporated under the Companies Act, 1956 with corporate identification number U24232KA2009PTC051551, having its registered office at No. 49, F1 & F2, Canara Bank Road, Bommasandra Industrial Area, Phase I, Bommasandra, Bangalore, Karnataka – 560 099 and engaged in the Anthem Bio Pharma Business.

Anthem Bio Pharma Business means the business of marketing and selling branded generics and finished drug formulations directly for the use of end customers in India.

Applicable Law(s) means all applicable constitutions, statutes, laws, enactments, acts of parliament or legislature, codes, regulations, ordinances, rules, notifications, by-laws, policies, directions, directives, guidelines, circulars or other requirements of any Governmental Authority in any relevant jurisdiction, and shall include applicable general law rules (including common law and principles of equity) any judgment, Order, decree, injunction, award



(administrative or judicial) or other similar form of decision of, or determination by, or any interpretation having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question, from time to time.

Articles means these articles of association of the Company, as amended from time to time.

As Agreed between the Shareholders means as agreed between the Shareholders under the Agreement, as amended from time to time in accordance with the terms of the Agreement.

BA has the meaning given to it in Article 13.1(a)(i) (*ABC and AML*).

Big Five Accounting Firm means any of the Indian or overseas affiliates or associates, as the case may be, of: (a) Deloitte Touche Tohmatsu; (b) KPMG; (c) PricewaterhouseCoopers; (d) EY (formerly, Ernst & Young), and (e) Grant Thornton.

Binding Offer has the meaning given to it in Article 10.1(c) (*General*).

Board means the board of directors of the Company from time to time.

Business means the business of providing early-stage drug discovery, drug development and manufacturing services to various international and domestic pharmaceutical and biotechnology companies and developing and marketing the Company's own pharmaceutical and nutraceutical actives.

Business Day means any day other than Saturday, Sunday, or any day on which banks in Mumbai, India and/or Bangalore, India, are closed for regular banking business.

CFT has the meaning given to it in Article 13.1(b) (*ABC and AML*).

Charter Documents means the Memorandum and these Articles, as amended from time to time.

Company means Anthem Biosciences Private Limited, a company incorporated under the Companies Act 1956 with CIN U24233KA2006PTC039703 and having its registered office at No. 49, F1 & F2, Canara Bank Road, Bommasandra Industrial Area, Phase I, Bommasandra, Bangalore, Karnataka 560 099.

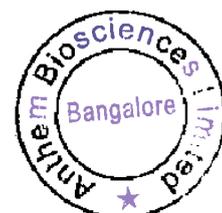
Company Intellectual Property has the meaning given to it in Article 6.6(c) (*Intellectual Property*).

Competing Business has the meaning given to it in Article 14.1(a) (*Terms used in this Article*).

Competitor means:

- (a) an entity that generates at least 20% (twenty per cent) of its revenues from the pharmaceutical or nutraceutical business; and/or
- (b) an Affiliate of an entity described in paragraph (a)

provided that, any Financial Investor which holds investments in any entity described in paragraphs (a) and/or (b) above shall not be deemed to be a Competitor for the purpose of these Articles.



Completion Period has the meaning given to it in Article 7.4(e) (*Procedure*).

Confidential Information means all information of a confidential and/or commercially sensitive nature made available (whether in writing, orally or by another means and whether directly or indirectly) by or on behalf of the Company to the Investor, whether before or after the Effective Date including, without limitation, information relating to the Company's and/or the Group Company's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs, commercial intentions and any analyses, compilations, studies and other material (whether in hard copy or electronic form) prepared by or on behalf of the Investor which contains or otherwise reflects or is generated from such information, but does not include information which: (a) is publicly available at the time it is made available to the Investor or subsequently becomes generally available to the public, other than as a result of disclosure or other act or omission by the Investor or its Affiliates; (b) was available (as can be demonstrated by its written records) to the Investor either: (i) independently, prior to disclosure of the information by the Company; and/or (ii) from another source, in each case, free of any restrictions as to its use or disclosure; or (c) the Company has agreed in writing not to treat as Confidential Information.

Consent Notice has the meaning given to it in Article 8.4(e) (*Right of First Offer*).

Consents means all:

- (a) Permits;
- (b) consents (including change of control, bank consents or other consents required from any Person), waivers, notices, approvals, novations or assignments required from, any counterparty on or under any contract, agreement, or other arrangement; and
- (c) resolutions and internal approvals, waivers of pre-emptive or other rights or renunciations required from any Person (including but not limited to a shareholder of the Company) prescribed by constituent documents, shareholder arrangements or Applicable Law, including the passage of any shareholder or board resolution or execution of any document,

which are necessary or reasonably required without placing any Shareholder or a Person in breach of any Applicable Law, contractual obligation, or other requirement to which it is subject.

Control has the meaning ascribed to that term under the Act and includes (to the extent not covered by the meaning in the Act):

- (a) in relation to a Person, the power to (directly or indirectly):
 - (i) direct or cause the direction of management and policies of such Person, whether through ownership of securities, partnership interests, units or other equity interests, by agreement or otherwise;
 - (ii) elect more than 50% (fifty per cent) of the directors, partners or other individuals exercising authority or the ability to make decisions on behalf of such Person,

in each case whether alone or together with Affiliates;



A handwritten signature or mark in blue ink, consisting of a stylized letter 'A' with a vertical line extending downwards.

- (b) in relation to a Person which is a trust, the ability (whether alone or together with Affiliates) to (directly or indirectly) appoint or remove the trustee of the trust; and
- (c) in relation to a Person which is a limited partnership, the ability (whether alone or together with Affiliates) to (directly or indirectly) appoint or remove the general partner of the limited partnership,

the terms **Controlled, Controlling** and **under common Control** shall be construed accordingly.

Covered Person has the meaning given to it in Article 3.10 (*Indemnity*).

Deed of Adherence means a deed substantially in the form As Agreed between the Shareholders.

Devolved Entitlement Securities has the meaning given to it in Article 7.4(c) (*Procedure*).

Director means a director of the Company, and Directors shall be construed accordingly.

DRHP Filing Date means the date on which the draft red herring prospectus for QIPO is filed with SEBI.

Effective Date means 9 April 2021.

Employee Shareholders means Malay, Rupesh, Satish and any other employee of the Company or any other Group Company who holds Shares at any time on or after the Agreement Date including pursuant to the Sweat Equity Agreement, collectively, and the term Employee Shareholder shall be construed accordingly.

Encumbrance means any form of legal or equitable encumbrance or security interest, including a mortgage, charge, pledge, lien, option, equitable interest, restriction or condition, hypothecation, right of pre-emption, first offer or refusal or other right to acquire, an assignment, conditional sales contract, security, title defect, title retention agreement, voting trust agreement, interest, third party right or other type of preferential arrangement or interest of any nature whatsoever (including, without limitation, a title transfer or retention of title arrangement, restriction on use, voting transfer, receipt of income or exercise of any other attribute of ownership) or any other arrangement having a similar effect and any proxy, power of attorney, voting trust arrangement, tenancy, easement or other occupancy right or any adverse claim as to title, possession or use, and the word Encumber is to be construed accordingly.

Entitlement means, with regard to any Shareholder, the ratio of: (a) the number of Shares owned or deemed to be held by such Shareholder immediately before the issuance or transfer of any Securities (on a Fully Diluted Basis), to (b) the total number of Shares owned or deemed to be held by all Shareholders (or such Shareholders, as may be specified in the context) immediately before the issuance or transfer of such Securities (on a Fully Diluted Basis).

Entitlement Securities has the meaning given to it in Article 8.4(b) (*Right of First Offer*).

ESG means environment, social and governance.

Exit Date means the 6th (sixth) anniversary of the Effective Date or such other later date as may be agreed by the Investor and the Principal Shareholders in writing.



Exit Price means the higher of FMV and the Investment Amount.

Exit Rights means the rights of the Investor as set out in Article 8.5 (*Tag Along Right*) and Article 10 (*Exit*).

Fall-Away Threshold means 365,328 (three hundred sixty five thousand three hundred twenty eight) Shares.

FCPA has the meaning given to it in Article 13.1(a)(i) (*ABC and AML*).

Financial Investor means any Person who invests capital with the primary objective of realizing monetary returns on investments and includes any private equity fund, venture capital fund, collective or alternative investment fund, investment holding company, mutual fund, sovereign wealth fund, hedge fund, pension or retirement fund, fund of funds, family offices or endowments of universities or charities.

Financial Year means the fiscal year beginning on April 1 of each year and ending on March 31 of the subsequent year.

FMV means at any time the fair market value of the Shares as determined at such time in accordance with Article 10 (*Fair Market Value and Share Price Adjustments*).

FMV Notice has the meaning given to it in Article 11.2(f) (*Valuer's Determination of FMV*).

FMV Shareholders has the meaning given to it in Article 11.1 (*Discussion in good faith*).

Free Principal Shareholder Securities has the meaning given to it in Article 8.1 (*Lock-In Period*).

Fully Diluted Basis means a basis of calculation that assumes all outstanding Securities to have been converted, exercised, or exchanged for the maximum number of Shares that may be issued upon their conversion, exercise or exchange, whether or not the terms of any such Securities are then currently convertible, exercisable or exchangeable, Provided However That, debt obtained on arm's-length commercial terms from third party commercial banks and financial institutions which have a right of conversion linked to the occurrence of an event of default and failure to repay the entire outstanding sums, shall be disregarded and not taken into account for the purposes of this definition.

Governance Rights means, in respect of a Shareholder, the rights of such Shareholder as set out in Article 3 (*Board of Directors*), Article 4 (*Shareholders' Meetings*), Article 5 (*Reserved Matters*) and Article 6 (*Management of the Company*).

Governmental Authority means:

- (a) a government, whether foreign, federal, state, territorial or local or relating to any part or sub-division of any of the foregoing;
- (b) a commission, department, instrumentality, agency, board, tribunal, court or other decision-making body or a governmental, semi-governmental, judicial, quasi-judicial, administrative, monetary, regulatory, or tax authority or body, whether statutory or not;



- (c) any other body having or purporting to have jurisdiction and exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or under an Applicable Law and including the Securities and Exchange Board of India, Reserve Bank of India, Insurance Regulatory and Development Authority of India;
- (d) any stock or securities exchange having jurisdiction over a Shareholder or its associate entities and any self-regulatory organisation established under an Applicable Law; or
- (e) a department, office, minister or other official of any of the foregoing, acting in that capacity.

Group means the Company and its subsidiaries (including Neoanthem Lifesciences Private Limited), and the term **Group Company** will be construed as a reference to the Company and/or any member of its Group and **Group Companies** will be construed accordingly.

GS means Mr. Ganesh Sambasivam, being the son of Sambasivam Subramanyam and a resident and citizen of India, residing at #1840, 14th Cross, 22nd Main, Sector I, HSR Layout, Bangalore – 560034.

Immediate Relative means father, mother, spouse, son(s), daughter(s) and sibling(s).

Immediately Available Funds means, in relation to any payment to be made under these Articles:

- (a) electronic funds transfer to a bank account held in the name of the recipient party whose details (bank name, branch address, account number, IBAN/ IFSC, Swift Code/ Chip ID, RTGS/ NEFT number and ABA, as applicable) are notified by the recipient party to the paying party at least 3 (three) Business Days before the due date for payment; or
- (b) such other method agreed by the Parties.

INR means Indian Rupees, the lawful currency of the Republic of India.

Insolvency Event means the occurrence of any of these events in relation to a Person:

- (a) such Person is or states that it is unable to pay its debts as and when they fall due;
- (b) such Person is deemed to, or is declared to, be unable to pay its debts under any Applicable Law;
- (c) such Person suspends or threatens to suspend making undisputed payments on any of its debts as they fall due;
- (d) other than pursuant to a solvent consolidation, reconstruction, amalgamation or merger on terms approved by the Investor and the Principal Shareholders, such Person:
 - (i) enters into, or resolves to enter into, a general assignment, scheme of arrangement, deed of company arrangement or any other assignment, arrangement (including any voluntary arrangements), compromise or composition with or for the benefit of its creditors or any class of its creditors;



- (ii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
 - (iii) is subject to any corporate action, legal proceedings or other procedure in relation to a moratorium with creditors, which is not stayed within a period of 60 (sixty) days from the date of such action, legal proceedings or procedure; or
 - (iv) is dissolved or deregistered or any steps are taken to dissolve or deregister it under the Act, Applicable Law or otherwise;
- (e) (other than pursuant to a solvent consolidation, reconstruction, amalgamation or merger on terms approved by the Investor and the Principal Shareholders), an application is made to a court, or a resolution is passed for the appointment of a resolution professional (interim or otherwise), controller, administrator, liquidator, provisional or interim liquidator, conservator, receiver, trustee, custodian, statutory manager or other similar official for it or for all or any of such Person's assets and such application or resolution is not dismissed, discharged, stayed or restrained within 60 (sixty) days;
- (f) such Person becomes subject to the appointment of a resolution professional (interim or otherwise), controller, administrator, liquidator, provisional or interim liquidator, conservator, receiver, trustee, custodian, statutory manager or other similar official for it or for all or any of its assets;
- (g) an order is made or a resolution passed for such Person's winding-up, official management or liquidation (other than pursuant to a solvent consolidation, reconstruction, amalgamation or merger on terms approved by the Investor and the Principal Shareholders);
- (h) such Person becomes an insolvent under administration or action is taken which could result in that event and such action is not dismissed, discharged, stayed or restrained within 60 (sixty) days;
- (i) any distress, expropriation, execution, attachment, sequestration or other analogous process instituted which affects at least 20% (twenty percent) of the total assets of such Person and is not discharged or stayed within 60 (sixty) days;
- (j) a security holder enforces security over or takes possession of at least 20% (twenty percent) of the total assets of such Person and the security holder does not relinquish possession within 60 (sixty) days; or
- (k) anything analogous or having a substantially similar effect to any of the events specified in paragraphs (a) to (j) above inclusive happens under any Applicable Law.

Intellectual Property means copyright, patents, trademarks, service marks, logos, designs, domain names, utility models, inventions, brand names, database rights, software, know-how, programming, customer lists, supplier lists, trade secrets, business names and any similar rights in any country and the benefit (subject to the burden) of each of the foregoing, in each case whether registered or unregistered and including applications for the grant of registration for any of the foregoing and the right to apply for registration for any of the foregoing in any part of the world.



Investment Agreement means the share subscription and share purchase agreement dated 1 March 2021 executed amongst the Company, the Principal Shareholders, the Investor, Malay, Satish and Rupesh.

Investment Amount has the meaning given to it in the Investment Agreement.

Investor means Viridity Tone LLP, a limited liability partnership, incorporated under the Limited Liability Partnership Act, 2008, with identification number AAO-9105, having its registered office at Suite F9C, Grand Hyatt Plaza, Santacruz East, Mumbai – 400055.

Investor Nominee Director means a Director nominated by the Investor pursuant to Article 3.2 (*Board composition*).

Investor Pledged Securities has the meaning given to it in Article 8.7(b) (*Encumbrance on Investor Securities*).

IRR means the cash on cash aggregate internal rate of return in INR received by the Investor in respect of the Investment Amount, specified as a percentage per annum, for the period commencing on the Effective Date and ending on the date of sale of the Relevant Sale Shares or any part thereof (whether in a single transaction or in a series of transactions). For such purposes, the IRR shall be calculated using the "xIRR" function in Microsoft Excel 2013 using the Investment Amount as the investment "out-flows" and Returns on the Relevant Sale Shares (or any part thereof) as "in-flows".

KCR means Mr. K. C. Ravindra, being the son of Chandrappa K. C. and a resident and citizen of India, residing at Keerthi, #827/B3, 12th Main Road, 3rd Block, Koramangala, Bangalore – 560034.

Key Employee means each Principal Shareholder, the chief executive officer, the chief financial officer/head of finance (including the Director – Finance & Company Secretary of the Company), Vice President – Marketing and Vice President – Operations, of the Company, from time to time, by whatever name called.

Listed Securities means securities that are: (a) free of all Encumbrances, (b) frequently traded, (c) in a freely saleable and marketable lot, (d) not subject to any lock in, (e) carrying all rights generally available in relation to holder of such securities under Applicable Law, and (f) do not result in the Investor being required to acquire any additional securities.

Lock in as promoters' shares has the meaning given to it in Article 10.3(h) (*General QIPO Provisions*).

Loss means any and all actual and direct loss, liability, cost or expense of any kind and however arising (whether in contract, negligence, another tort, the general law, under Applicable Law or otherwise), including damages, penalties, fines and interest (and including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable), and Losses will be construed accordingly.

Malay means Mr. Malay J Barua, being the son of Late Kshiti Jiban Barua and a resident and citizen of India, residing at T-20, Meenakshi Residency, 41/1, 2nd Main Road, Arekere, Off Bannerghatta Road, Bangalore – 560076.

Memorandum means the memorandum of association of the Company.



Negotiation Period has the meaning given to it in Article 11.1 (*Discussion in good faith*).

New Securities has the meaning given to it in Article 7.3 (*Right of Pre-emption*).

New Securities Notice has the meaning given to it in Article 7.4(a) (*Procedure*).

Non-quotate Board Meeting has the meaning given to it in Article 3.6(d) (*Meetings & Quorum; Decisions*).

Non-quotate General Meeting has the meaning given to it in Article 4.6(d) (*Decision making*).

Non-Selling Shareholder(s) shall mean: (a) with reference to Article 8.4 (*Right of First Offer*), in relation to AB - the Investor, GS and KCR; in relation to GS - the Investor, AB and KCR; in relation to KCR - the Investor, AB and GS; in relation to any Employee Shareholder or Portsmouth - AB, GS, KCR and the Investor; and in relation to the Investor - AB, GS and KCR and (b) with reference to Article 8.5 (*Tag Along Right*), in relation to AB - the Investor; in relation to GS - the Investor; and in relation to KCR - the Investor.

Non-U.S. Official has the meaning given to it in Article 13.1(a)(i) (*ABC and AML*).

Notice Acceptance Period has the meaning given to it in Article 7.4(b) (*Procedure*).

Observer has the meaning given to it in Article 3.9(a) (*Observer*).

Offer Notice has the meaning given to it in Article 8.4(c) (*Right of First Offer*).

Offer Period has the meaning given to it in Article 8.4(c) (*Right of First Offer*).

Order shall mean any order, injunction, judgment, decree, ruling, writ, assessment, or award of a court, tribunal, arbitration or decision-making body or panel or a Governmental Authority that is binding on a Shareholder.

Ordinary Course of Business means, in relation to a Person, an action that is recurring in nature and is undertaken in the usual, regular, and ordinary course of such Person's normal day-to-day operations consistent with past practices and customs but only to the extent consistent with Applicable Laws.

Original Director has the meaning given to it in Article 3.3 (*Alternate director*).

Oversubscribing Shareholder has the meaning given to it in Article 7.4(b) (*Procedure*).

PCA has the meaning given to it in Article 13.1(a)(i) (*ABC and AML*).

Permit means:

- (a) a permit, permission, license, approval, authorisation, consent, clearance, waiver, exemption, no objection certificate or other authorisation of whatsoever nature and by whatever name called from a Governmental Authority, contractual counterparty or other third party; or
- (b) a registration, declaration, lodgement, notice or filing with any Governmental Authority, contractual counterparty or other third party,



in each case whether required under any Applicable Law or under any contract, agreement, permit, licence, approval, consent or other arrangement.

Permitted Lender means a scheduled commercial bank or a non-banking financial company, which is not a Competitor, from whom the Investor may avail any loan for the purpose of acquiring Shares (Lender), and/or any other scheduled commercial bank or a non-banking financial company, which is not a Competitor, to whom such Lender may assign or transfer such loan and the security in relation thereto, or part thereof.

Permitted Lender Transferee has the meaning given to it in Article 8.7(b) (*Encumbrance on Investor Securities*).

Permitted Transaction means and includes any transaction undertaken by the Company within 1 (one) year from the Effective Date, which: (a) involves the Company raising an aggregate amount not exceeding the INR equivalent of USD 25,000,000 (United States Dollars twenty five million); (b) is undertaken at a valuation of the Company that is higher than INR equivalent of USD 1,000,000,000 (United States Dollars one billion); and (c) does not result in any third party(ies) acquiring any rights in relation to the Company which are superior (to be determined at the sole discretion of the Investor, acting reasonably) to the rights of the Investor in relation to the Company at such time.

Person means any individual, sole proprietorship, association (including unincorporated association), unincorporated organisation, venture or joint venture, body corporate, corporation (including any non-profit corporation), limited or unlimited liability company, general partnership, limited partnership, limited liability partnership, estate, trust, society, firm, Hindu Undivided Family, Governmental Authority, or any other enterprise or other entity, in each case, whether or not having separate legal personality and whether acting in an individual, fiduciary or other capacity.

Portsmouth means Portsmouth Technologies, LLC, a limited liability company incorporated under the laws of New Jersey, United States of America with registration number 0600269895, having its principal place of business at 600 East Crescent Avenue, Upper Saddle River, New Jersey 07458.

Prakash means Mr Prakash Kariabettan being the son of Mr Kariabettan, aged about 53 years and a resident and citizen of India, residing at Villa 56, Phase 2, Palm Meadows, Ramagodanhalli, Whitefield, Bengaluru - 560066.

Principal Shareholder Lock-In Period has the meaning given to it in Article 8.1(a) (*Lock-In Period*).

Principal Shareholders means AB, GS and KCR, collectively, and the term Principal Shareholder shall be construed accordingly.

Principal Shareholders SHA means the shareholders' agreement dated 5 July 2013 executed amongst AB, GS, KCR and the Company.

QIPO means the admission of the Shares to listing on the National Stock Exchange of India, BSE Limited (formerly known as the Bombay Stock Exchange) or any other reputable and internationally recognized automated quotation system(s) or stock exchange(s).

QIPO Date means the 5th (fifth) anniversary of the Effective Date or such other later date as may be agreed by the Investor and the Principal Shareholders in writing.



Qualified Sale means a sale of all Shares held by the Investor for cash or Listed Securities, on terms which are acceptable to the Investor.

Ram means Mr K Ramakrishnan being the son of Mr V. H. Krishnan, aged about 59 years and a resident and citizen of India, residing at A 301, Terrace Garden Apartment, BSK 3rd Stage, Bengaluru - 560085.

Related Party means, with respect to a Person, any other Person who is an Affiliate of that Person and (to the extent not already covered by the foregoing) any person who would be considered a related party of such Person by virtue of:

- (a) the accounting standards in India pertaining to "Related Party Disclosures"; and/or
- (b) the Act.

Relative has the meaning given to it in Section 2 (77) of the Act.

Relevant Sale Shares means the Shares acquired by the Investor on Effective Date and at any time thereafter pursuant to Article 7 (*Further Funding*), Article 8 (*Transfer of Securities*) and/or Article 10 (*Exit*) and any Securities received by the Investor pursuant to bonus issue or share split in lieu of such Shares, provided that, if the Investor receives any securities of any other entity in lieu of or exchange for any Securities held by the Investor, then such securities received by the Investor will be deemed to form part of the Relevant Sale Shares.

Relevant Securities has the meaning given to it in Article 8.2 (*Transfers to Affiliates*).

Representative has the meaning given to it in Article 18.2 (*Representative*).

Reserved Matter means each matter specified in Schedule 1 (*Reserved Matters*).

Restraint Area has the meaning given to it in Article 14.1(b) (*Terms used in this Article*).

Restraint Period has the meaning given to it in Article 14.1(c) (*Terms used in this Article*).

Return means all returns actually received by the Investor in respect of the Relevant Sale Shares (or any part thereof) including dividends, redemption value, interest, all other receipts in cash (other than any payments related to indemnity) and liquidation proceeds distributed to the Investor, prior to deduction of any taxes (including any income tax levied on the Investor under any Applicable Law, in any jurisdiction) from the consideration received by the Investor in relation to the sale of the Relevant Sale Shares (or any part thereof), less (a) any amount paid by the Investor to fulfil any indemnity claim(s) which has arisen due to any act or omission attributable to the Company and/or the Principal Shareholders, and (b) any expenses or other transactional fees, including legal fees and broker commission incurred by the Investor in connection with the sale of the Relevant Sale Shares (or any part thereof).

Right of First Offer has the meaning given to it in Article 8.4(a) (*Right of First Offer*).

RM Notice has the meaning given to it in Article 5.2(b) (*Consent on a Reserved Matter*).

ROFO Closing Period has the meaning given to it in Article 8.4(h) (*Right of First Offer*).

ROFO Expiry Date has the meaning given to it in Article 8.4(i) (*Right of First Offer*).



ROFO Match Notice has the meaning given to it in Article 8.4(f) (*Right of First Offer*).

ROFO Price has the meaning given to it in Article 8.4(c)(ii) (*Right of First Offer*).

ROFO Terms has the meaning given to it in Article 8.4(c)(iv) (*Right of First Offer*).

Rupesh means Mr. Rupesh N. Kinekar, being the son of Narharrao T. Kinekar and a resident and citizen of India, residing at 79/12A, Sunny Brooks, Near Wipro, Doddakanahalli, Sarjapura Road, Bangalore – 560035.

Satish means Mr. Satish Sharma, being the son of Shyam Lal Sharma and a resident and citizen of India, residing at 79/12B, Sunny Brooks, Near Wipro, Doddakanahalli, Sarjapura Road, Bangalore – 560035.

SEBI ICDR Regulations means the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.

Securities means any and all classes of Shares, preference shares or any rights, options, warrants or instruments (including debt instruments) which are convertible into or entitle the holder to acquire or receive any Shares or any options to purchase rights to subscribe for securities by their terms convertible into or exchangeable for Shares.

Securities Regulator or **SEBI** means Securities and Exchange Board of India.

Selling Shareholder means: (a) with reference to Article 8.4 (*Right of First Offer*), each of AB, GS, KCR, Malay, Rupesh, Satish, any other Employee Shareholder, Portsmouth and/or the Investor, and (b) with reference to Article 8.5 (*Tag Along Right*) each of AB, GS, and/or KCR.

Share means the ordinary equity shares in the capital of the Company having the rights set out in the Articles.

Share Capital means the issued and paid up equity share capital of the Company from time to time.

Share Price has the meaning given to it in the Investment Agreement.

Shareholder means each shareholder of the Company from time to time.

Surviving Rights means the rights of the Investor as contemplated in: (a) Article 5 (*Reserved Matters*) with respect to the Reserved Matters set out in Part II of Schedule 1 (*Reserved Matters*), (b) Article 7 (*Further Funding*), (c) Article 8.5 (*Tag Along Right*), (d) Article 8.6 (*General Provisions*) and (e) Article 12 (*Information and Access Rights*), provided that, if and to the extent the shareholding of the Investor in the Company falls below the Fall-Away Threshold on account of any reason other than transfer of Shares by the Investor, the rights of the Investor as contemplated in Article 10 (*Exit*) shall also be a Surviving Right.

Sweat Equity Agreement means the Agreement for Issue of Shares for Consideration other than Cash on 6 November 2020 executed amongst the Company, Ram and Prakash, as amended from time to time;

Sweat Equity Shareholders means Ram and Prakash, collectively;



Sweat Equity Lock-in Period means the period of 3 (three) years from the date of allotment of Shares to Ram and Prakash as sweat equity in accordance with the Sweat Equity Agreement and in compliance with provisions of Section 54 of the Act and all relevant rules and regulations thereunder;

Tag Along Right has the meaning given to it in Article 8.5(a) (*Tag Along Right*).

Tag Notice has the meaning given to it in Article 8.5(c) (*Tag Along Right*).

Tag Shares has the meaning given to it in Article 8.5(b) (*Tag Along Right*).

Tagging Shareholder has the meaning given to it in Article 8.5(a) (*Tag Along Right*).

Transfer Notice has the meaning given to it in Article 8.4(b) (*Right of First Offer*).

Transfer Securities means, in relation to a Selling Shareholder who is not a Principal Shareholder, the number of Securities held by such Selling Shareholder that it seeks to transfer to a Transferee, and in relation to a Selling Shareholder who is a Principal Shareholder, the number of Securities held by such Principal Shareholder (other than any Free Principal Shareholder Securities) that it seeks to transfer to a Transferee.

Transferee, in relation to a Selling Shareholder, means a Person that is not such Selling Shareholder's Affiliate.

Transferring Shareholder has the meaning given to it in Article 8.2 (*Transfers to Affiliates*).

True North means True North Fund VI LLP, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 with identification number AAK-2395, having its registered office at Suite F9C, Grand Hyatt Plaza, Santacruz East, Mumbai – 400055, including its successors and permitted assigns.

Valuer has the meaning given to it in Article 11.2(a) (*Valuer's Determination of FMV*).

1.2. Interpretation:

In these Articles, unless the context otherwise requires:

- (a) the terms holding company and subsidiary, when used in these Articles, will be accorded the same meaning as given in the Act;
- (b) a reference to any Applicable Law or any other statutory or legislative provision, includes a reference to the statutory provision as modified or re-enacted from time to time and any subordinate legislation made or other thing done under the statutory provision;
- (c) a reference to the singular includes the plural and vice-versa;
- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) words referring to a particular gender include all other genders;



- (f) a reference to any document is a reference to that document as amended, assigned, novated or otherwise modified or replaced in accordance with its terms, from time to time;
- (g) a reference to a document being in agreed form is a reference to a document in a form approved in writing by or on behalf of the Shareholder;
- (h) a reference to a Shareholder or Person includes a reference to that Shareholder or Person's legal personal representatives, successors and permitted assigns;
- (i) a reference to an Article, Schedule or Paragraph is a reference to an Article of or schedule to these Articles, paragraph of a Schedule, and Schedules form part of, and have the same force and effect as if expressly set out in these Articles;
- (j) the expression "this Article", "this Schedule", "this Paragraph" or similar expressions shall, unless followed by reference to a specific provision, be deemed to refer to the whole Article, Schedule, Paragraph or other section of text (as applicable) and not merely the sub-Article, part of a Schedule, sub-Paragraph or other provision in which the expression occurs;
- (k) a reference to a **claim** means all disputes, notices, demands, proceedings, arbitrations, mediations, litigation, investigations, judgments, or other claims however arising, whether based in contract, tort or statute;
- (l) where one or more examples are given of items covered by a general word or phrase, that is not to be read as limiting the meaning of that general word or phrase to those examples or similar items;
- (m) the words "including" and "in particular" are to be read as if the words "but not limited to" were inserted immediately after them;
- (n) wherever an Affiliate of a Shareholder holds any Shares, other shares, Securities or other equity interests in the Company, any reference to such Shareholder's Shares, other shares, Securities or other equity interests shall be deemed to include a reference to the Shares, other shares, Securities or other equity interests held by such Affiliate;
- (o) all rights and obligations in relation to any Shares, other shares, Securities or other equity interests of a Shareholder in the Company apply to all such Shares, other shares, Securities or other equity interests in the Company acquired or held by such Shareholder after the Agreement Date;
- (p) save as expressly provided for in these Articles, the rights and obligations of each Shareholder are several (and not joint and several) and may be exercised independently of the other Shareholders and no Shareholder shall be responsible or liable for any obligations or liabilities of any other Shareholder;
- (q) an obligation to "procure" or "ensure" or "cause" any act or forbearance, shall be deemed to include an obligation to take all commercially reasonable steps and exercise all rights and powers (including voting rights) available to the Parties undertaking such obligation to procure or ensure, as the case may be, such act or forbearance;

- (r) a reference to something being "in writing" includes writing, typing, printing, lithography, letter, facsimile, e-mail or other electronic record reduced to a visual form but shall not include text messages or other short message service;
- (s) references to acting "directly or indirectly" includes (without prejudice to the generality of that expression) acting alone or jointly with or by means of or through any other Person, including by the exercise of voting or any other rights in another Person; and
- (t) all references to the Share Capital shall mean such Share Capital as adjusted for any share split or bonus issuance undertaken from time to time.

1.3. Business Day:

Where something is required by these Articles to be done on a day which is not a Business Day, it shall be done on the next day which is a Business Day.

1.4. Headings:

Headings used in these Articles are for convenience only and do not affect the interpretation of these Articles.

2. BUSINESS OF THE COMPANY AND CONDUCT OF SHAREHOLDERS

2.1. The primary object of the Company from time to time is to carry on the Business.

2.2. Conduct of Shareholders:

Subject to Article 2.2 (*Conduct of Shareholders*) and As Agreed between the Shareholders, each Shareholder shall:

- (a) exercise all its rights in relation to the Company and the Group Companies, if applicable, under the Charter Documents or such Group Company's constituent documents so as to give full force and effect to the provisions and intentions of the Charter Documents;
- (b) act in good faith towards one another;
- (c) procure that each Director appointed by it under the Charter Documents or As Agreed between the Shareholders, complies with the provisions of the Agreement and these Articles in connection with the management of the Company;
- (d) use its reasonable endeavours to procure that the Company will conduct its business on arm's-length, sound, and commercial profit-making principles with a view to growing their business to full potential; and
- (e) not unreasonably delay or withhold an action, approval, direction, determination, or decision that is required of it under the terms of the Agreement or the Charter Documents.

Nothing in these Articles will require a Shareholder to procure any Director to breach any fiduciary duties or act in any other manner inconsistent with Applicable Law.

2.3. Conduct of the Company:

The Company will:

- (a) conduct its affairs in accordance with and subject to these Articles and all Applicable Laws to which it is subject, in all material respects, including by keeping valid and in full force and effect, all material Consents required under Applicable Law to lawfully carry on the Company's business;
- (b) perform and observe all material obligations under any material contract binding on it;
- (c) maintain true and accurate financial and accounting records of all operations of the Company in accordance with applicable accounting standards and the policies adopted by the Board from time to time;
- (d) ensure that all material instruments to which the Company is a party are properly executed and adequately stamped and that the Company complies with their respective material obligations under all such instruments;
- (e) conduct the Company's business (including by designing, constructing, operating, maintaining and monitoring all facilities required for the Company's business) in compliance with the Company's ESG policy (as mutually agreed between the Company, the Principal Shareholders and the Investor pursuant to the Investment Agreement); and
- (f) maintain adequate insurance cover, obtained from reputable insurance companies in India, in respect of assets of the Company in order to protect the Company against liabilities for such amount as may be required under: (i) Applicable Law, (ii) contracts to which the Company is party, and/or (iii) as otherwise determined by the Principal Shareholders or the Board.

3. **BOARD OF DIRECTORS**

3.1. First Directors:

The First Directors of the Company shall be: (a) Mr. Ajay Bhardwaj; (b) Mrs. Bharathi Vinod; and (c) Ms. Shobitha Yeluri.

3.2. Board Composition:

For so long as: (a) the Investor's shareholding in the Company is equal to or greater than the Fall-Away Threshold and/or (b) the circumstances contemplated in Article 10.1(c) (*General*) do not arise, the Investor shall have the right to nominate 1 (one) Director for appointment to the Board and any Director so appointed on the nomination of the Investor is referred to hereinafter as the **Investor Nominee Director**.

3.3. Alternate Director:

Subject to the provisions of Applicable Laws, upon receiving the recommendation of the Investor in this regard, the Company and the other Shareholders shall cause the Board to appoint an alternate Director, to attend in person instead of, and act for, the Investor Nominee Director (the **Original Director**), during such Original Director's absence at any

meeting of the Board. Any decision or action of an alternate Director taken in person at such meeting of the Board, shall be deemed to be that of the Original Director whose alternate he/she is. The appointment of any alternate Director(s) shall be taken up in any meeting of the Board prior to taking up any other item on the agenda.

3.4. Appointment and removal:

- (a) The Investor Nominee Director may be removed from office only on the recommendation (by written notice) of the Investor and the vacancy thus created on the Board may be filled by the Investor by written notice to the Company. Any such removal shall become effective on the date fixed in such notice, or upon the delivery of such notice to the Company, whichever is later, provided however that, subject to Article 8.6(g) (*General Provisions*), in the event: (i) the number of Shares held by the Investor falls below the Fall-Away Threshold; and/or (ii) the circumstances contemplated in Article 10.1(c) (*General*) arise; the Investor Nominee Director shall resign and upon failure to so resign, the Investor Nominee Director may be removed from office by approval of the Shareholders in accordance with Applicable Laws. Each of the Principal Shareholders and the Investor shall undertake all necessary action to procure the resignation or removal of the Investor Nominee Director in accordance with this Article 3.4 (*Appointment and removal*).
- (b) The Shareholders shall, or cause the Directors nominated by them to, vote at Board meetings to effect the appointment of the Investor Nominee Director or alternate Director, in the manner stated above, as the first item of business at the next occurring Board meeting.
- (c) The Directors (including the Investor Nominee Director) shall not be required to hold any qualification shares.

3.5. Board Committees:

- (a) Subject to Applicable Laws and Articles 3.5(b) (*Board committees*), 3.6 (*Meetings & Quorum; Decisions*) and 5.1 (*List of Reserved Matters*), all decisions on whether or not to constitute any Board committee, the determination of the title of any such Board committee, the composition thereof, and the scope and extent of the responsibilities, powers and functions to be delegated or delineated to any such Board committee by the Board (subject at all times to the superintendence, control and direction of the Board), shall be as decided by the Board, in its discretion.
- (b) Unless otherwise agreed to in writing by the Parties, for so long as: (i) the Investor's shareholding in the Company is equal to or greater than the Fall-Away Threshold; and/or (ii) the circumstances contemplated in Article 10.1(c) (*General*) do not arise, every committee of the Board so constituted shall include the Investor Nominee Director.
- (c) Except as otherwise specified in these Articles, the provisions of Article 3.2 (*Board composition*) to Article 3.10 (*Indemnity*) shall apply mutatis mutandis to the proceedings of any Board committee.

3.6. Meetings and Quorum; Decisions:

- (a) In accordance with Applicable Laws, the Board shall hold at least 4 (four) Board meetings every year in such a manner that not more than 120 (one hundred and twenty)



days shall intervene between 2 (two) consecutive meetings of the Board. Each Director shall have the right to attend each meeting of the Board in person, by telephone, via videoconference or otherwise as permitted under Applicable Law, provided that whether quorum required under these Articles is present shall be determined in accordance with Applicable Laws.

- (b) Subject to the provisions of Applicable Laws, the quorum for any Board meeting shall be a majority of the Directors, present at the commencement and throughout the duration of the meeting, which majority shall include the Investor Nominee Director (if nominated by the Investor) and AB.
- (c) Unless otherwise agreed to in writing by the Parties, the Company shall give due and proper written notice of at least 7 (seven) days to each Director in respect of every Board meeting, together with an agenda in reasonable detail specifying the matters to be considered at such Board meeting along with papers relating thereto; Provided However That, any such Board meeting may be called on shorter notice as may be so agreed to and approved, in writing, by a majority of the Directors, which majority shall include the Investor Nominee Director (if nominated by the Investor) and AB.
- (d) Unless otherwise agreed to in writing by the Parties, subject to due and proper notice being served on every Director as provided for in Article 3.6(c) (*Meetings & Quorum; Decisions*), if a quorum is not present within 30 (thirty) minutes of the scheduled time for any meeting of the Board or ceases to exist at any time during such meeting (the **Non-quorate Board Meeting**), then the Non-quorate Board Meeting shall automatically stand adjourned to the same time and at the same venue as the Non-quorate Board Meeting on the day that falls 7 (seven) days after the Non-quorate Board Meeting, having the same agenda as the Non-quorate Board Meeting and nothing in addition to such agenda. If no valid quorum (as specified in Article 3.6(b) (*Meetings & Quorum; Decisions*)) is present at the commencement, and throughout the duration of such adjourned meeting, then subject to Applicable Law, the Directors present at such adjourned meeting shall be deemed to constitute a valid quorum and the Board may proceed to discuss and decide on the matters on the agenda of the Non-quorate Board Meeting and nothing in addition to such agenda, and any decisions so taken shall be binding including with regard to any Reserved Matter forming part of the agenda, unless the Investor has: (i) not been provided the time specified in Article 5 (*Reserved Matters*) to consider such Reserved Matter, or (ii) previously dissented to such Reserved Matter in accordance with Article 5 (*Reserved Matters*).
- (e) Subject to Article 5 (*Reserved Matters*), all decisions or actions of the Board shall be taken by a simple majority affirmative vote or resolution of the Directors present and voting, with all Directors having only one vote each. In the event of an equality of votes or absence of a majority vote on any matter, such resolution shall be deemed to be disapproved by the Board and shall not be acted upon.
- (f) The provisions of this Article 3.6 (*Meetings & Quorum; Decisions*) shall, as appropriate, apply mutatis mutandis to any committee of the Board and meetings of such committees.
- (g) The chairman of the Board shall be appointed in accordance with the Companies Act, 2013.



3.7. Circular Resolution:

Subject to compliance with Applicable Laws and Article 5 (*Reserved Matters*), a written resolution circulated in draft form to all the Directors or all members of Board committees, together with the relevant papers, if any, and signed as approved by a majority of the Directors or majority of the members of such Board committee, in each case, on the Board or such Board committee, shall be as valid and effective as a resolution duly passed at a meeting of the Board or committee of the Board called and held in accordance with these Articles.

3.8. Insurance:

Subject to Applicable Laws, the Company shall procure and maintain suitable and customary directors' and officers' liability insurance cover for the Directors, for an amount and on terms reasonably acceptable to the Board. The amount of the insurance cover can be increased by the Board depending upon the growth of the business and other circumstances.

3.9. Observer:

- (a) If the Investor has not nominated the Investor Nominee Director which it is entitled to nominate under Article 3.2 (*Board composition*), then the investor shall have the right to appoint 1 (one) representative as an observer (an **Observer**).
- (b) The Observer shall have the right to attend each meeting of the Board and each committee thereof (whether in person, by telephone, via videoconference or otherwise), in a non-voting observer capacity and shall only be entitled to speak at such meeting with the permission of the chairman of the Board or the relevant Board committee, as applicable. The Company shall provide notice of each meeting of the Board and each committee thereof to the Investor and the Observer concurrently with and, in the same manner (together with the agenda and a copy of all materials) as provided to the Directors, as applicable, in connection with such meeting, to enable the Observer to attend such meeting.
- (c) The Observer shall not be recorded or represented to be a member of the Board or to have voted at any Board meetings or on any Board resolution nor shall the Observer be counted towards the quorum for any Board meeting or proceeding. All minutes and other records of proceedings of the Board shall clearly distinguish between the differing capacities of attendees or participants (whether Directors, Observer or otherwise) and, in the case of individual participants, between attendance at the meeting and voting on any resolutions or other proceedings. The Company shall, promptly on request, make any revisions to minutes or other records requested by the Investor to clarify the Observer's role.
- (d) The Observer shall be deemed to be acting as an observer and not as an agent, proxy holder or legal representative of the Investor.
- (e) The Observer shall be required to maintain the confidentiality of all information of a confidential and/or commercially sensitive nature made available (whether in writing or orally) during or in relation to any meeting of the Board or Board committee, which is attended by the Observer, Provided However That, subject to Applicable Laws, the Observer shall be entitled to share any information so received with the Investor.
- (f) The rights of the Investors under 3.9 (Observer) shall be at all times subject to Applicable Law, including the Securities and Exchange Board of India (Prohibition of



Insider Trading) Regulations of 2015, as amended (“SEBI Insider Trading Regulations”).

3.10. Indemnity:

To the fullest extent permitted by Applicable Laws, the Investor, the Investor Nominee Director or the Observer nominated by the Investor, as the case may be, pursuant to Articles 3.2 (*Board composition*) and 3.9 (*Observer*) respectively, and the other Directors (each, a **Covered Person**) shall be indemnified and held harmless by the Company from any Losses, including, without limitation, reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred by such Covered Person by reason of any act performed by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed by the Covered Person to be within the scope of authority conferred on such Covered Person by these Articles (and any other related agreements and documents) or omission omitted by such Covered Person in good faith on behalf of the Company; Provided However That: (a) any indemnity under this Article 3.10 (*Indemnity*) shall be provided out of and to the extent of Company's assets only and (b) the Company shall not be liable to indemnify a Director for any Loss sustained or incurred by reason of any fraudulent act or omission of such Director or wilful misconduct of such Director or wilful breach of these Articles or the Agreement by such Director.

3.11. Disclosure of information and opportunities

Subject to As Agreed between the Shareholders, the rights of the Investors shall be at all times subject to Applicable Law, including the SEBI Insider Trading Regulations.

4. **SHAREHOLDERS' MEETINGS**

4.1. General Meeting:

An annual general meeting of the Shareholders shall be held within the time provided under the Act. Subject to the foregoing, the Board, on its own, may convene an extraordinary general meeting of the Shareholders, whenever they deem appropriate.

4.2. Notices for General Meeting:

At least 21 (twenty-one) days' prior written notice shall be given to all Shareholders in respect of every annual general meeting or extraordinary general meeting of Shareholders. Any such general meeting of the Shareholders (whether annual or extraordinary) may be called by giving shorter notice with the written consent of such Shareholders as provided by the Act, but always including the prior written consent of the Investor and AB.

4.3. Contents of Notices:

The notice of a Shareholders' meeting shall specify the place, date, and time of the meeting. Every notice convening a meeting of the Shareholders shall set forth in full and sufficient detail, the business to be transacted thereat. No business shall be transacted at such meeting unless the same has been stated in the notice convening the meeting.

4.4. Chairman for General Meeting:

The chairman of any Shareholders' meeting shall be appointed in accordance with the Companies Act, 2013



4.5. Proxies:

Any Shareholder may appoint another person as his proxy, and in case of a corporate Shareholder, an authorized representative, to attend a Shareholders' meeting and vote thereat on such Shareholder's behalf, provided that the power given to such proxy or representative shall be in writing and compliant with Applicable Laws. Any person possessing a proxy or other such written authorization with respect to any Shares shall be able to vote on such Shares and participate in meetings as if such person were a Shareholder.

4.6. Decision Making:

- (a) Subject to Applicable Law and Article 5 (*Reserved Matters*), any question proposed for the consideration of the Shareholders at any general meeting shall be decided by a majority of the votes cast and in the case of an equality of votes the resolution shall fail.
- (b) Each Share is entitled to 1 (one) vote.
- (c) The quorum for any meeting of the Shareholders shall be as required under Applicable Law, but always including the Investor and AB being present either in person, or through its/his authorized representative or proxy, at the commencement, and throughout the duration of the meeting, unless and to the extent the Investor and/or AB expressly waives the requirement for its /his presence in writing at any time prior to the date of the meeting.
- (d) Subject to due and proper notice being served on every Shareholder, if a quorum is not present within 30 (thirty) minutes of the scheduled time for any meeting of the Shareholders or ceases to exist at any time during such meeting (the **Non-quorate General Meeting**), then the Non-quorate General Meeting shall automatically stand adjourned to the same day and time after 7 (seven) days, having the same agenda as the Non-quorate General Meeting and nothing in addition to such agenda. If no valid quorum (as specified in Article 4.6(c) (*Decision making*)) is present at the commencement and throughout the duration of such adjourned general meeting, then subject to Applicable Law, the Shareholders present at such adjourned general meeting shall be deemed to constitute a valid quorum and the Shareholders may proceed to discuss and decide on the matters on the agenda of the Non-quorate General Meeting and nothing in addition to such agenda, and any decisions so taken shall be binding including with regard to any Reserved Matter forming part of the agenda, unless the Investor has: (i) not been provided the time specified in Article 5 (*Reserved Matters*) to consider such Reserved Matter, or (ii) previously dissented to such Reserved Matter in accordance with Article 5 (*Reserved Matters*).
- (e) Attendance at a general meeting may be through telephone or video conference, subject to compliance with Applicable Laws, it being clarified that presence or absence of a Shareholder for the determination of whether a quorum required under these Articles is present shall be determined in accordance with Applicable Laws.

5. **RESERVED MATTERS**

5.1. List of Reserved Matters:

- (a) Subject to Article 5.1(b) (*List of Reserved Matters*), for so long as the Investor's shareholding in the Company is equal to or greater than the Fall-Away Threshold,



Company shall, and each Shareholder shall exercise all rights and powers available to them to, procure that none of the Reserved Matters in Part I of Schedule 1 (*Reserved Matters*) shall be undertaken, implemented or acted upon (whether by the Board, any committee of the Board, the Shareholders or any employees, directors or officers of the Company) or occur in relation to the Company or any Group Company, without the prior written consent of the Investor.

- (b) If the circumstances contemplated in Article 10.1(c) (*General*) arise or the Investor's shareholding in the Company falls below the Fall-Away Threshold, the Company shall, and each Shareholder shall exercise all rights and powers available to them to, procure that none of the Reserved Matters in Part II of Schedule 1 (*Reserved Matters*) shall be undertaken, implemented or acted upon (whether by the Board, any committee of the Board, the Shareholders or any employees, directors or officers of the Company) or occur in relation to the Company, without the prior written consent of the Investor.

5.2. Consent on a Reserved Matter:

- (a) Where one or more of the items on the agenda of any Board meeting or Shareholders' meeting or the subject matter of a circular resolution is a matter relating to the Company which is a Reserved Matter, the notice for such meeting or such circular resolution shall clearly indicate that the item is a Reserved Matter which is required to be approved in accordance with this Article 5 (*Reserved Matters*).
- (b) Any request to the Investor for its approval for a Reserved Matter (**RM Notice**), including as part of a notice for a Board meeting or Shareholders' meeting or by way of circular resolution, shall specify the Company's reasons for proposing such matter and shall be accompanied by relevant background materials and documents for the Investor to make a decision in relation to the Reserved Matter.
- (c) The Investor may provide consent to undertake a Reserved Matter in any of the following ways:
- (i) by the affirmative vote of the Investor Nominee Director on a resolution to undertake such Reserved Matter passed at a validly convened Board meeting or adjourned Board meeting (as the case may be) or through circulation in accordance with Article 3.7 (*Circular resolution*), or
 - (ii) by the affirmative vote of the Investor on a resolution to undertake such Reserved Matter passed at a validly convened Shareholders' meeting or adjourned Shareholders' meeting (as the case may be), or
 - (iii) by prior written consent granted by the Investor (exercised by and through any authorised representative of the Investor),

Provided However That: if the Investor conveys its dissent on a Reserved Matter prior to a Board meeting or Shareholders' meeting or an adjournment thereof (as applicable) at which such Reserved Matter is to be considered, such Reserved Matter shall not be put to vote or decided upon in such meeting (including any adjourned meeting).

- (d) The Investor shall in good faith endeavour to indicate its consent or dissent for a Reserved Matter at or prior to the Board meeting or Shareholders' meeting



adjournment thereof (as applicable) at which such Reserved Matter is to be considered or, if no such meeting is proposed to be held, within 20 (twenty) Business Days of receipt of an RM Notice.

- (e) If the Investor fails to respond to the Company's request for consent on any Reserved Matter within the timelines specified in Article 5.2(d) (*Consent on a Reserved Matter*), without prejudice to anything contained in Article 3.6(e) (*Meetings & Quorum; Decisions*) or Article 4.6(a) (*Decision making*) or Article 3.7 (*Circular Resolution*), such failure shall be deemed to be consent of the Investor in respect of such Reserved Matter. If the Investor communicates its dissent in respect of any Reserved Matter, it shall also specify in writing its reasons for such dissent. Any dissent shall not preclude the Company from seeking consent of the Investor for such Reserved Matter again.
- (f) If the consent of the Investor is granted (or deemed to be granted as per Article 5.2(e) (*Consent on a Reserved Matter*)) in relation to a Reserved Matter, then the Company may proceed to implement such Reserved Matter after obtaining necessary Board, Board committee or Shareholders approval in accordance with Article 3.6(e) (*Meetings & Quorum; Decisions*), Article 4.6(a) (*Decision making*) and/or Article 3.7 (*Circular Resolution*) as applicable, to the extent such approvals are required under Applicable Law.

6. MANAGEMENT OF THE COMPANY

- 6.1. Unless otherwise agreed to in writing by the Parties, subject to the general superintendence, guidance and control of the Board, the Principal Shareholders shall be responsible for the day-to-day management and good governance of the Company and each Group Company on a full-time basis in accordance with Article 2.3 (*Conduct of the Company*), provided that:
 - (a) all Key Employees shall be appointed, removed, or replaced by the Board; and
 - (b) the Board may appoint any qualified person as a Key Employee to fill any vacancy or vacancies in the position of a Key Employee.
- 6.2. The Board may exercise all such powers of the Company and do all such lawful acts and things as are permitted under Applicable Law and the Charter Documents, provided that the Board shall not exercise any power or do any act, deed or thing which:
 - (a) whether by the Act, or these Articles, is required to be exercised or done by the Company in a meeting of the Shareholders, or
 - (b) is in relation to a Reserved Matter otherwise than in accordance with Article 5 (*Reserved Matters*).
- 6.3. Without prejudice to the generality of Article 6.2 (*Management of the Company*), the Company shall ensure that the agenda for Board meetings includes all material matters in connection with the Company, including matters relating to material litigation, significant contracts, and Key Employees.
- 6.4. The Investor and/or the Investor Nominee Director (i) are not in charge of the day-to-day management and operations of the Company; and (ii) shall have no liability of any nature whatsoever due to any default or failure of the Company or any Group Company in complying with the provisions of any Applicable Laws.



6.5. Employment Agreements:

The Company shall take all such actions as may be required to ensure that it enters into employment agreements with each Key Employee which shall provide that the Key Employees:

- (a) spend substantial amount of their time and remain actively involved in the day-to-day management and operations of the Company and faithfully, efficiently, competently and diligently perform their duties, functions and obligations in relation to the Group;
- (b) shall not be associated with any Competitor in any capacity whatsoever, including as an advisor, consultant, director, investor, or employee for the duration of their employment with the Company and/or any Group Company and for a period of 1 (one) year thereafter, provided that any Key Employee who is a Principal Shareholder or an Employee Shareholder shall also be subject to Article 14 (*Restrictive Covenants*); and
- (c) other than the Managing Director, shall report to the Managing Director, and the Managing Director shall report to the Board.

6.6. Intellectual Property

- (a) The Company shall use commercially reasonable efforts to ensure that the Company shall, and shall ensure that each Group Company shall:
 - (i) own or have and will have valid rights to use the Intellectual Property, software licenses and/or domain names required for its business;
 - (ii) ensure that all rights, title and interest in any Intellectual Property developed by any Principal Shareholder in relation to the Company's business or any employee of the Company and/or any Group Company during the course of the employment of such person with the Company or such Group Company, shall belong to the Company or the relevant Group Company; and
 - (iii) ensure that all rights, title and interest in any Intellectual Property developed by any third party to whom the Company or any Group Company may outsource any such development shall belong to the Company or the relevant Group Company or the Company or the relevant Group Company shall have valid rights to use such Intellectual Property, and the Company shall, and shall procure that each Group Company shall, take all steps to ensure the vesting of such Intellectual Property rights in the Company or the relevant Group Company.
- (b) The Principal Shareholders and the Company shall develop and register software applications and domain names required for the Company's business exclusively in favour of the Company.
- (c) Any Intellectual Property developed by a Principal Shareholder or Employee Shareholder in relation to the Company's business or during the course of his employment with the Company, as applicable (**Company Intellectual Property**) shall be the sole, exclusive, absolute, and perpetual property of the Company, as works made for hire or otherwise. To the extent any Company Intellectual Property is not, or deemed to be not, works made for hire, the relevant Principal Shareholder



Employee Shareholder, as applicable, shall, without any additional compensation, irrevocably and perpetually assign to the Company, any and all rights, title and interest in such Company Intellectual Property. If any Principal Shareholder or Employee Shareholder has any right in any Company Intellectual Property that cannot be assigned to the Company, such Principal Shareholder or Employee Shareholder, as applicable, hereby waives and agrees not to assert such right against the Company. If any Principal Shareholder or Employee Shareholder has any right in any Company Intellectual Property that cannot be assigned to the Company and waived by the relevant Principal Shareholder or Employee Shareholder, as applicable, then such Principal Shareholder or Employee Shareholder, as applicable, shall grant an exclusive, perpetual, worldwide, royalty-free, unconditional, and irrevocable license to the Company exercise such right.

- (d) Each Principal Shareholder and each Employee Shareholder shall execute such documents as the Company may deem necessary or desirable for the purpose of protecting the Company's rights, title, and interest in any Company Intellectual Property.
- (e) Each Principal Shareholder and each Employee Shareholder shall extend reasonable assistance to the Company, during and after the termination of his employment with the Company (at the Company's expense), to obtain, maintain and enforce any and all rights and protections in relation to the Company Intellectual Property.

6.7. **Key Man Insurance:**

The Company shall purchase and maintain insurance on the risk relating to the life and health of each Principal Shareholder in such amounts, from such reputable and financially sound carrier(s), and subject to such coverage and exclusions and other terms, as the Board may deem reasonable from time to time.

6.8. **Statutory Auditor:**

Unless otherwise agreed to in writing by the Parties, within 12 (twelve) months from the Effective Date, the Company shall, and the Principal Shareholders shall cause the Company to, appoint a Big Five Accounting Firm as its statutory auditor in accordance with the provisions of the Act and on such terms as the Board may deem reasonable.

7. **FURTHER FUNDING**

7.1. **Exceptions:**

For purposes of this Article 7 (Further Funding), the reference therein to Securities shall not include:

- (a) Shares issued pursuant to any employee stock option plan of the Company or any Group Company; and
- (b) Shares issued in a QIPO; and
- (c) Shares issued upon conversion of any preference shares issued by the Company prior to the Effective Date or as a dividend or distribution on such preference shares.

7.2. **Further Funding:**



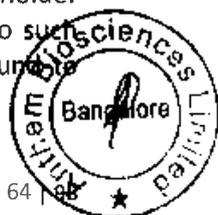
Any anticipated further funding requirements of the Company may be recommended by any of the Principal Shareholders to the Board. If it is agreed by the Board that further funding requirements of the Company should be met by way of issue of Securities, then the Company shall undertake a rights issue or preferential allotment of such Securities in accordance with Article 7.4 (*Procedure*) (in compliance with the Act) and each Shareholder shall, irrespective of whether (as a Shareholder) it intends to subscribe to Securities in such rights issue or preferential allotment, take and cause to be taken, all actions, and do, or cause to be done, all things necessary (including voting any Securities that it owns), to enable the Company to undertake such rights issue or preferential allotment of Securities.

7.3. Right of Pre-emption:

Each Shareholder shall have a pre-emption right on the terms set out in this Article 7.3 (*Right of Pre-emption*) with respect to any future issue by the Company of any Securities. The procedure set out in Article 7.4 (*Procedure*) shall apply to each and every issuance of any Securities (such Securities, the **New Securities**) by the Company.

7.4. Procedure:

- (a) If the Company proposes to issue any New Securities, it shall give each Shareholder prior written notice (the **New Securities Notice**) of its intention, describing the New Securities proposed to be so issued, the number of New Securities proposed to be issued, the price at which such New Securities are proposed to be issued, the total quantum of the proposed fund raise, the general terms upon which the Company proposes to issue the New Securities and each Shareholder's Entitlement in relation to such issuance of New Securities.
- (b) Within 15 (fifteen) days from delivery of the New Securities Notice (the **Notice Acceptance Period**), each Shareholder shall have the right to issue a written notice to the Company setting forth the number of New Securities which it is willing to subscribe on the same terms and conditions including as to price per New Security specified in the New Securities Notice. Each Shareholder that issues such a written notice specifying the number of New Securities that it is willing to subscribe is referred to hereinafter as an **Accepting Shareholder**. Each Accepting Shareholder that is willing to subscribe to more New Securities than its Entitlement is referred to hereinafter as an **Oversubscribing Shareholder**.
- (c) If a Shareholder declines or fails or omits to notify the Company of its election to subscribe to its Entitlement of the New Securities or any portion thereof within the Notice Acceptance Period, the unsubscribed portion of the New Securities (collectively, the **Devolved Entitlement Securities**) shall automatically devolve on the Oversubscribing Shareholders, if any, where the 'Entitlement' of each Oversubscribing Shareholder in the Devolved Entitlement Securities shall be computed on a pro rata share basis as between the Oversubscribing Shareholders, assuming they have each acquired their respective Entitlement to the New Securities.
- (d) Each Shareholder's right to subscribe to any New Securities under the foregoing provisions of this Article 7.4 (*Procedure*) shall include the right to renounce its Entitlement (or part thereof) in such New Securities in favour of its Affiliate provided that in case of any such renunciation, such Affiliate and the renouncing Shareholder shall be bound to execute a Deed of Adherence as a condition precedent to such renunciation and the renouncing Shareholder and such Affiliate shall be bound to



deliver to the Company and each other Shareholder a copy of such Deed of Adherence prior to issue and allotment of New Securities pursuant to Article 7.4(e) (*Procedure*).

- (e) The Shareholders or (pursuant to Article 7.4(d) (*Procedure*)) the other Persons who have agreed to subscribe to any New Securities pursuant to notices delivered in accordance with this Article 7 (*Further Funding*) shall remit the subscription consideration for such New Securities to the Company in Immediately Available Funds and the Company shall complete the process of issuance and allotment of all such New Securities to such Shareholders and/ or other Persons within 10 (ten) Business Days from the expiry of the Notice Acceptance Period or such other longer period that is permitted under Applicable Law for issuance and allotment of the New Securities (**Completion Period**).
- (f) Any decline or failure by any Shareholder to exercise its pre-emptive right in respect of its Entitlement to the New Securities (or any portion thereof) shall result in a corresponding and consequential dilution of such Shareholder's shareholding in the Company in accordance with the foregoing provisions of this Article 7 (*Further Funding*).
- (g) If the Shareholders, collectively, after following the process prescribed in the foregoing provisions of this Article 7 (*Further Funding*), subscribe to fewer New Securities than the number of New Securities set forth in the New Securities Notice or do not subscribe to any New Securities, in each case within the Completion Period, the Company shall have 45 (forty five) days from the expiry of the Completion Period, to issue and allot the unsubscribed portion of the New Securities to such third party as the Board may determine at a price, upon general terms no more favourable to such third party subscriber than those specified in the New Securities Notice and in accordance with Applicable Laws.
- (h) Any New Securities that the Company has not issued and allotted within the period specified in Article 7.4(g) (*Procedure*), shall not thereafter be issued to any Person without first offering such New Securities to the Shareholders in the manner and as per the procedure set out in this Article 7 (*Further Funding*).

7.5. ESOP Dilution:

Until the expiry of 3 (three) years from the Effective Date, the Company shall not, and the Principal Shareholders shall exercise all rights and powers (including their voting rights in relation to resolutions proposed to be passed by the Board and/or the Shareholders) available to them to cause the Company to not, take any action in relation to any employee stock option plan of the Company (whether in effect on the Effective Date or adopted by the Company at any time after the Effective Date) which may result in the dilution of the shareholding of the Investor in the Company (calculated on a Fully Diluted Basis) in any manner whatsoever.

8. **TRANSFER OF SECURITIES**

8.1. Lock-In Period:

- (a) Unless otherwise agreed to in writing by the Parties, subject to Article 8.1(b) (*Lock-In Period*) and Article 10.1(c) (*General*), for so long as the Investor's shareholding in the Company is equal to or greater than the Fall-Away Threshold (**Principal Shareholder Lock-In Period**), each of AB, GS, and KCR shall not, directly or indirectly, do or agree



to do, any of the following, except with the prior written consent of the Investor or otherwise in accordance with these Articles:

- (i) sell, assign, transfer or otherwise dispose of, or grant any option over, any of their Securities or any legal or beneficial interest in any of their Securities;
 - (ii) create or permit to subsist any Encumbrance over any of their Securities or any interest in any of their Securities;
 - (iii) create any trust in respect of or confer any interest in any of their Securities or any interest in any of their Securities;
 - (iv) direct (by way of renunciation or otherwise) that another person should, or assign any right to, receive any Security or any interest in that Security; or
 - (v) enter into any agreement, arrangement or understanding in respect of the votes or the right to receive dividends or any other rights attached to any of their Securities.
- (b) Unless otherwise agreed to in writing by the Parties, notwithstanding anything to the contrary in Article 8.1(a) (*Lock-In Period*), any of AB, GS, and KCR may:
- (i) offer his Shares for sale in a QIPO by the Company in accordance with these Articles; or
 - (ii) pledge, sell or transfer such number of Securities which, when aggregated with the other Securities pledged, sold and/or transferred by the Principal Shareholders during the Principal Shareholder Lock-in Period in accordance with this Article 8.1(b)(ii) (*Lock-In Period*), cumulatively does not exceed 10% (ten percent) of the Share Capital on a Fully Diluted Basis (**Free Principal Shareholder Securities**); or
 - (iii) transfer his Securities to an Affiliate in accordance with Article 8.2 (*Transfers to Affiliates*); or
 - (iv) transfer his Securities to any trust for implementing any employee stock option plan of the Company,

in each case, during the Principal Shareholder Lock-In Period without the prior written consent of the Investor.

8.2. Transfer to Affiliates:

Unless otherwise agreed to in writing by the Parties, notwithstanding anything to the contrary in these Articles, any Shareholder (the **Transferring Shareholder**) may at any time transfer all or any part of its Securities (the **Relevant Securities**) to its Affiliate at any time provided that:

- (a) the Affiliate is not a Competitor;
- (b) the Affiliate has the requisite financial resources and capability to fulfil the obligations of the Transferring Shareholder under these Articles;



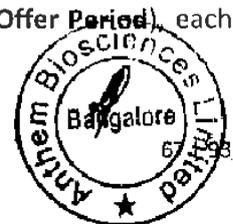
- (c) the Transferring Shareholder and such Affiliate shall be bound to execute a Deed of Adherence as a condition precedent to transfer of the Relevant Securities and the Transferring Shareholder and such Affiliate shall be bound to deliver to the Company and the Investor a copy of such Deed of Adherence prior to transfer of the Relevant Securities to such Affiliate, and the Transferring Shareholder and such Affiliate shall be jointly and severally liable in respect of the obligations of the other under these Articles and/or the Charter Documents; and
- (d) in the event that the Affiliate to whom any Relevant Securities have been transferred ceases to be an Affiliate of the Transferring Shareholder (which expression shall not include a second or subsequent transferor in a series of transfers), then such Affiliate shall forthwith transfer all its Securities to the Transferring Shareholder.

8.3. Transfers to Competitors:

- (a) Unless otherwise agreed to in writing by the Parties, the Investor or any Employee Shareholder or Portsmouth shall not, without the prior written consent of the Principal Shareholders, transfer any Securities to any Competitor at any point in time.
- (b) Unless otherwise agreed to in writing by the Parties, an indirect transfer of Securities by the Investor or Portsmouth to a Competitor shall not be permitted through a transfer of interest in the Investor or Portsmouth, as applicable, if a direct transfer of the Securities by the Investor or Portsmouth to the Competitor would not be permitted under the other provisions of these Articles. Each of the Investor and Portsmouth shall be obligated to provide a written notice to the Company, prior to the occurrence of any such change of Control of the Investor or Portsmouth, as applicable.

8.4. Right of First Offer:

- (a) Unless otherwise agreed to in writing by the Parties, subject to Article 8.1 (*Lock-In Period*), Article 8.4(i) (*Right of First Offer*) and Article 8.6(k) (*General Provisions*), in the event a Selling Shareholder desires to transfer any Transfer Securities to a Transferee, the Non-Selling Shareholder(s) shall have the first right to offer to purchase the Transfer Securities in accordance with this Article 8.4 (*Right of First Offer*) (**the Right of First Offer**) and accordingly, the procedure set out in Article 8.4 (*Right of First Offer*) shall apply to each and every transfer of Securities by a Selling Shareholder.
- (b) Unless otherwise agreed to in writing by the Parties, prior to offering the Transfer Securities to any other Person, the Selling Shareholder shall first give a written notice (**the Transfer Notice**) to the Company inviting offers from the Non-Selling Shareholder(s) for purchase of the Transfer Securities. The Transfer Notice shall state the total number of Transfer Securities and the entitlement of each Non-Selling Shareholder in respect of the Transfer Securities, which shall be calculated on a pro rata basis in proportion of the inter se shareholding of all Non-Selling Shareholders in the Company (on a Fully Diluted Basis) (**the Entitlement Securities**). The Company shall forward the Transfer Notice to the Non-Selling Shareholder(s) within a period of 5 (five) days from the date of receipt of the Transfer Notice from the Selling Shareholder.
- (c) Unless otherwise agreed to in writing by the Parties, within 15 (fifteen) days of the issuance of the Transfer Notice by the Selling Shareholder (**the Offer Period**), each



Non-Selling Shareholder has the right (but not the obligation) to offer to acquire all of its Entitlement Securities, by providing a written notice to the Company (an **Offer Notice**) stating:

- (i) the offer is for all (and not only a part) of its Entitlement Securities;
 - (ii) the price offered per Entitlement Security (the **ROFO Price**);
 - (iii) the number of additional Transfer Securities, if any, that it is willing to acquire at the ROFO Price; and
 - (iv) the payment mechanism and all other key terms at which the Non-Selling Shareholder is willing to purchase its Entitlement Securities and any additional Transfer Securities that it is willing to acquire at the ROFO Price (the **ROFO Terms**).
- (d) Unless otherwise agreed to in writing by the Parties, if a Non-Selling Shareholder declines, fails or omits to deliver an Offer Notice within the Offer Period in respect of a Transfer Notice, such Non-Selling Shareholder shall cease to have the Right of First Offer under this Article 8.4 (*Right of First Offer*) in respect of such Transfer Notice. If all the Non-Selling Shareholders decline, fail or omit to deliver an Offer Notice within the Offer Period in respect of a Transfer Notice, the Selling Shareholder shall be entitled to sell the Transfer Securities to any Person at any price, subject only to the provisions of Article 8.4(j) (*Right of First Offer*) and Article 8.3 (*Transfers to Competitors*).
- (e) Unless otherwise agreed to in writing by the Parties, if any Offer Notice has been received during the Offer Period, within a period of 7 (seven) days from the expiry of the Offer Period (the **Acceptance Period**), the Selling Shareholder may by notice in writing to the Company (a **Consent Notice**) either accept an offer made by way of Offer Notice (annexing all such accepted Offer Notices) (the **Accepted Offer** and such Non-Selling Shareholder, the **Accepted Offeror**) or reject such offers. The Company shall forward the Consent Notice(s) to the Non-Selling Shareholder(s) within a period of 5 (five) days from the date of receipt of the Consent Notice(s) from the Selling Shareholder. If a Selling Shareholder declines, fails, or omits to deliver a Consent Notice within the Acceptance Period in respect of a Transfer Notice, such Selling Shareholder shall be deemed to have rejected the offers made in any Offer Notice issued in respect of such Transfer Notice.
- (f) Unless otherwise agreed to in writing by the Parties, if the Selling Shareholder has issued a Consent Notice, then a Non-Selling Shareholder who has issued an Offer Notice but is not the Accepted Offeror may, by issuing a notice to the Company (**ROFO Match Notice**) within 7 (seven) days from the expiry of the Acceptance Period, offer to purchase all of its Entitlement Securities on the same terms as the Accepted Offer. Any such offer shall be deemed to be an Accepted Offer and such Non-Selling Shareholder shall be deemed to be an Accepted Offeror. The Company shall forward the ROFO Match Notice(s) to the Selling Shareholder and the other Non-Selling Shareholder(s), within a period of 5 (five) days from the date of receipt of the ROFO Match Notice from a Non-Selling Shareholder.
- (g) Unless otherwise agreed to in writing by the Parties, each Accepted Offeror shall have the right to purchase its Entitlement Securities by itself and/ or through an Affiliate,



provided that such Affiliate shall execute a Deed of Adherence as a condition precedent to the transfer of such Entitlement Securities (where the acquisition will result in such Affiliate becoming a Shareholder) or prior to such Affiliate becoming a Shareholder and the Accepted Offeror shall be bound to deliver to the Company and the Investor a copy of such Deed of Adherence prior to purchase of the Entitlement Securities by such Affiliate.

- (h) Unless otherwise agreed to in writing by the Parties, each Accepted Offeror (and/or, subject to Article 8.4(g) (*Right of First Offer*), its Affiliate), shall remit the purchase consideration for its respective Entitlement Securities to the Selling Shareholder in Immediately Available Funds and purchase, and the Selling Shareholder shall complete the process of selling the Entitlement Securities of an Accepted Offeror to such Accepted Offeror (and/ or its Affiliate) within 45 (forty-five) days from the expiry of the Acceptance Period (the **ROFO Closing Period**).

Unless otherwise agreed to in writing by the Parties, provided However That where an Accepted Offeror or its Affiliate or the Selling Shareholder requires prior regulatory approval for purchase/sale of any Entitlement Securities, the ROFO Closing Period shall be extended by such further period as is necessary for the purpose of obtaining any regulatory approvals required for purchase/ sale of the Transfer Securities, Provided However That the ROFO Closing Period shall not be longer than a period of 90 (ninety) days from the expiry of the Acceptance Period.

- (i) Unless otherwise agreed to in writing by the Parties, if: (i) the Offer Period expires and no Offer Notice has been issued; (ii) Offer Notice is issued but the Acceptance Period expires and there is no Accepted Offer; or (iii) the ROFO Closing Period expires but the Accepted Offerors (and/or subject to Article 8.4(g) (*Right of First Offer*), their Affiliates) collectively purchase fewer than all the Transfer Securities during this period (the earliest of (i), (ii) and (iii) above, the **ROFO Expiry Date**), then the Selling Shareholder shall have 90 (ninety) days from the ROFO Expiry Date to sell the unsold Transfer Securities to any Person (subject to Article 8.3 (*Transfers to Competitors*)):

(A) Where the ROFO Expiry Date is the date specified at (ii) above, at a price per Transfer Security that is at least 2% (two percent) higher than the highest ROFO Price and on terms no less favourable to the purchaser than the best ROFO Terms, in each case specified in an Offer Notice;

(B) Where the ROFO Expiry Date is the date specified at (iii) above and (iii) has occurred on account of inability to obtain necessary regulatory approvals within the ROFO Closing Period, at a price per Transfer Security not lower than the ROFO Price and on terms no less favourable to the purchaser than the ROFO Terms, in each case specified in the Accepted Offer; or

(C) Where the ROFO Expiry Date is the date specified at (i) above or the date specified at (iii) above and (iii) above has occurred for any reason other than inability to obtain necessary regulatory approvals within the ROFO Closing Period, at any price and on any terms,

- (j) Unless otherwise agreed to in writing by the Parties, any Transfer Securities that the Selling Shareholder has not sold within 90 (ninety) days following the ROFO Expiry Date, shall not thereafter be sold to any Person without first issuing a Transfer Notice



to the Non-Selling Shareholders and following the procedure set out in this Article 8.4 (*Right of First Offer*).

- (k) Unless otherwise agreed to in writing by the Parties, the exercise or election to not exercise its Right of First Offer with respect to a particular proposed transfer shall not adversely affect a Non-Selling Shareholder's rights under this Article 8.4 (*Right of First Offer*) with respect to any other transfers of the same or other Selling Shareholder's Securities.
- (l) Unless otherwise agreed to in writing by the Parties, notwithstanding anything to the contrary in this Article 8.4 (*Right of First Offer*), this Article 8.4 (*Right of First Offer*) will not apply in respect of: (i) transfer of Securities by a Selling Shareholder and a Tagging Shareholder to a Transferee under Article 8.5 (*Tag Along Right*), (ii) transfer of Securities by any Shareholder pursuant to Article 10 (*Exit*), (iii) transfer of any Free Principal Shareholder Securities by any Principal Shareholder, (iv) transfer of Investor Pledged Securities by the Investor to a Permitted Lender and/or any Permitted Lender Transferee, and/or (v) transfer of Securities under Article 8.9 (*Change of Control of Portsmouth*).

8.5. Tag Along Right:

- (a) Unless otherwise agreed to in writing by the Parties, subject to Article 8.1 (*Lock-In Period*) and Article 8.5(h) (*Tag Along Right*), if a Selling Shareholder proposes to transfer any Transfer Securities to a Transferee, then a Non-Selling Shareholder who has not issued an Offer Notice or whose offer is not an Accepted Offer in relation to such transfer shall have the right (but not the obligation) to require the Selling Shareholder to procure that such Transferee purchases the Tag Shares held by such Non-Selling Shareholder on terms and conditions (including, as to price, payment terms and timing) no less favourable than the terms for transfer of the Transfer Securities by the Selling Shareholder to the Transferee (except as to representations, warranties and indemnities governing such transfer which shall be governed by Articles 8.6(h) and 8.6(i) (*General Provisions*)) (the **Tag Along Right**). If, in relation to a transfer by a Selling Shareholder, a Non-Selling Shareholder exercises its Tag Along Right (such Non-Selling Shareholder, a **Tagging Shareholder**), the Selling Shareholder shall not be entitled to transfer the Transfer Securities to the Transferee unless and until, simultaneously with such transfer, such Transferee purchases the Tag Shares from the Tagging Shareholder and accordingly, the procedure set out in Article 8.6 (*General Provisions*) shall apply to each and every transfer of Shares by a Selling Shareholder to a Transferee.
- (b) Unless otherwise agreed to in writing by the Parties, **Tag Shares** in respect of a Tagging Shareholder shall mean the number of Shares in respect of which such Tagging Shareholder has exercised its Tag Along Right, which shall not exceed:
 - (i) subject to (ii), such number of Shares held by the Tagging Shareholder which equals the number of Transfer Securities multiplied by a fraction, the numerator of which is the total number of Shares held by the Tagging Shareholder prior to such transfer and the denominator of which is the total number of Shares held by the Selling Shareholder immediately prior to such transfer, and



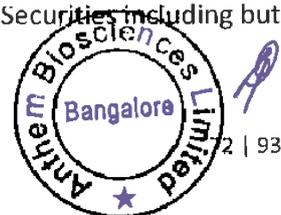
- (ii) if the transfer of the Transfer Securities to the Transferee will result in: (A) the aggregate shareholding of the Principal Shareholders falling below 51% (fifty-one per cent) of the Share Capital; or (B) the Transferee holding more than 50% (fifty per cent) of the Shares in the Company on a Fully Diluted Basis or otherwise acquiring Control of the Company, all the Shares held by such Tagging Shareholder.
- (c) Unless otherwise agreed to in writing by the Parties, in the event that the Selling Shareholder receives a bona fide offer from a Transferee to acquire the Transfer Securities, the Selling Shareholder shall give notice to the Non-Selling Shareholders (**Tag Notice**), setting forth:
- (i) the name, address and identity of the Transferee;
 - (ii) the number of Securities that the Transferee has offered to acquire;
 - (iii) the price per Security that the Transferee has offered to pay;
 - (iv) any other terms and conditions with respect to such offer from the Transferee; and
 - (v) a confirmation that the Transferee has been informed of the Tag Along Right of the Non-Selling Shareholders.
- (d) Unless otherwise agreed to in writing by the Parties, if the number of Securities that the Transferee has offered to acquire is less than the total of the Transfer Securities and the Tag Shares, then the number of Transfer Securities and the number of Tag Shares shall be reduced in the ratio of the inter-se shareholding of the Selling Shareholder and the Tagging Shareholder in the Company such that the aggregate of the Transfer Securities and the Tag Shares proposed to be sold to the Transferee equals the number of Securities that the Transferee is willing to acquire. It is clarified that, after reduction of the number of Transfer Securities in the manner contemplated in this Article 8.5(d) (*Tag Along Right*), if such reduced number of Transfer Securities proposed to be sold by the Selling Shareholder to the Transferee would not result in the aggregate shareholding of the Principal Shareholders falling below 51% (fifty-one per cent) of the Share Capital, then the maximum number of Tag Shares shall be calculated in accordance with Article 8.5(b)(i) (*Tag Shares*).
- (e) Unless otherwise agreed to in writing by the Parties, a Non-Selling Shareholder may exercise its Tag Along Right by giving notice of such exercise and specifying the number of Tag Shares to the Selling Shareholder within 15 (fifteen) days from the date of receipt of the Tag Notice. Thereafter, upon receiving a written request in this regard from the Selling Shareholder, the Tagging Shareholder shall deliver to the Selling Shareholder such documents as may be necessary or appropriate to effect the sale of the Tag Shares to the Transferee, including one or more duly executed delivery instruction slips.
- (f) Unless otherwise agreed to in writing by the Parties, the Selling Shareholder shall take and cause to be taken all necessary steps to consummate the Tag Along Right and complete in full the transfer of the Tag Shares to the Transferee in accordance with Article 8.5(a) (*Tag Along Right*), including ensuring that the Transferee makes any and all payments in respect thereof in Immediately Available Funds, at the same time as

or prior to completing the transfer of any Transfer Securities and in any event within the ROFO Closing Period. If any proposed transfer of the Tag Shares is not consummated within the ROFO Closing Period for any reason, the Selling Shareholder may not sell any of the Transfer Securities without complying anew with the provisions of this Article 8.5 (*Tag Along Right*).

- (g) Unless otherwise agreed to in writing by the Parties, the exercise or election not to exercise its Tag Along Right with respect to a particular proposed transfer shall not adversely affect a Non-Selling Shareholder's rights under this Article 8.5 (*Tag Along Right*) with respect to any other transfers of the same or other Selling Shareholder's Shares.
- (h) Unless otherwise agreed to in writing by the Parties, notwithstanding anything to the contrary in this Article 8.5 (*Tag Along Right*), this Article 8.5 (*Tag Along Right*) will not apply in respect of: (i) transfer of Securities by any Shareholder pursuant to Article 10 (*Exit*), and/or (ii) transfer of any Free Principal Shareholder Securities by any Principal Shareholder.

8.6. General Provisions:

- (a) Unless otherwise agreed to in writing by the Parties, where any transferor or transferee of Securities requires prior regulatory approval for purchase/sale of such Securities, such transferor or transferee shall only be obliged to purchase and sell the relevant Securities once such regulatory approval is obtained, and the transferor, the transferee and the Company shall cooperate and make commercially reasonable endeavours (including coordination with the regulators, making necessary applications and filings with regulators, and obtaining and providing consents and approvals required under Applicable Law) to obtain any such required regulatory approval expeditiously.
- (b) Unless otherwise agreed to in writing by the Parties, all parties to the transaction for transfer of Securities shall execute such additional documents as may be necessary or appropriate to effect such transfer of Securities from the transferor to the transferee.
- (c) Unless otherwise agreed to in writing by the Parties, the Company shall provide all reasonable cooperation and assistance in respect of any transfer of Securities by the transferor to such potential third party transferee, including without limitation, by permitting the advisors of such third party transferee to conduct legal, financial, technical, environmental and tax due diligence on the Company and to interact with the directors, the management team and the senior employees of the Company, preparing information memoranda, making management presentations etc, to enable the third party transferee to evaluate the proposed acquisition of Securities.
- (d) Unless otherwise agreed to in writing by the Parties, the Company shall, and each Shareholder shall procure that the Company shall, take all such actions as may be necessary in order to complete the transfer of the Securities and duly register and record in its appropriate books, the transfer of any Securities that complies with this Article 8 (*Transfer of Securities*) and/or Article 10 (*Exit*), simultaneously with the transfer of such Securities.
- (e) Unless otherwise agreed to in writing by the Parties, each Shareholder shall undertake all acts and deeds as may be required to effect the transfer of Securities including but



not limited to exercising their voting rights to provide necessary shareholder approvals, causing their respective nominee Directors to vote in favour of the relevant transfer, providing all necessary information and documents necessary for preparing necessary documents, and doing such further acts or deeds as may be necessary or required to complete the transfer of Securities.

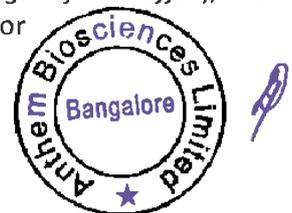
- (f) Unless otherwise agreed to in writing by the Parties, all fees and expenses required to be paid in respect of any such transfer of Securities, including payment of all costs relating to finders' fee, banker's fees and any other additional costs and expenses that may be incurred in relation thereto shall be borne and paid for by the transferee, unless otherwise agreed to be borne and paid for by the transferor Shareholders, in which case, the transferor Shareholders shall bear the same in proportion to the consideration received by them pursuant to this Article 8 (*Transfer of Securities*).
- (g) Unless otherwise agreed to in writing by the Parties, without prejudice to the foregoing provisions of this Article 8 (*Transfer of Securities*), unless otherwise agreed between the Parties, and except in relation to a transfer of Shares in a QIPO, it shall be a condition of a transfer of Securities by any Shareholder to a third party (including any transfers on invocation of any pledge created by any Principal Shareholder or the Investor on such Securities and/or any sale of such Securities), that the transferor Shareholder and such third party should execute a Deed of Adherence. Upon execution of such Deed of Adherence, subject to transfer of Securities by the transferor Shareholder to such third party having been completed, such third party shall be entitled to all of the rights of the transferor Shareholder under these Articles, provided that:
- (i) in case of transfer of not more than 50% (fifty percent) of the Securities held by the Investor to a third party (other than a Permitted Lender and/or a Permitted Lender Transferee), for as long as both the Investor and such third party are Shareholders and collectively hold in excess of the Fall-Away Threshold, irrespective of the level of their individual shareholding after such transfer, the Governance Rights and the Exit Rights, if any, available to the Investor shall be exercisable only by the Investor;
- (ii) in case of transfer of more than 50% (fifty percent) (but not all) of the Securities held by the Investor to a third party (other than a Permitted Lender and/or a Permitted Lender Transferee), for as long as both the Investor and such third party are Shareholders and collectively hold in excess of the Fall-Away Threshold, irrespective of the level of their individual shareholding after such transfer, the Governance Rights and the Exit Rights, if any, available to the Investor shall be exercisable by either the Investor or the third party transferee and not both of them; and
- (iii) in case of transfer of any Investor Pledged Securities to a Permitted Lender and/or a Permitted Lender Transferee, pursuant to invocation of pledge on such Investor Pledged Securities: (A) the rights of the Investor to nominate 1 (one) Director for appointment to the Board pursuant to Article 3.2 (*Board composition*) and appoint an Observer pursuant to Article 3.9 (*Observer*) shall not be transferred to the Permitted Lender or the Permitted Lender Transferee and (B) except as specified in (A), for as long as the Investor and the Permitted Lender or the Permitted Lender Transferee, as applicable, are Shareholders and collectively hold in excess of the Fall-Away Threshold,



irrespective of the level of their individual shareholding after such transfer, the Governance Rights and the Exit Rights, if any, available to the Investor shall be exercisable by either: (x) the Investor, or (y) the Permitted Lender or the Permitted Lender Transferee, as applicable, and not both of them

in each case, on the basis that: (A) the Investor and the third party transferee (including any Permitted Lender or Permitted Lender Transferee) together shall not have more Governance Rights and Exit Rights than the rights available to the Investor prior to such transfer, and (B) the Exit Rights shall be exercisable qua all the Securities held by the Investor and the third party transferee (including any Permitted Lender or Permitted Lender Transferee).

- (h) Unless otherwise agreed to in writing by the Parties, subject to Article 8.6(i) (*General Provisions*), a transferor of Securities shall be required to provide representations and warranties and corresponding indemnities required by the third party transferee in relation to (A) good title to its Securities; (B) absence of Encumbrance on such Securities; (C) capacity, power and authority to sell its Securities; and (D) residency and tax matters under applicable foreign exchange and tax laws.
- (i) Unless otherwise agreed to in writing by the Parties, the Company shall provide representations, warranties and indemnities with respect to the business and operations of the Company and such other covenants and indemnities as may be mutually agreed between any third party transferee and the Principal Shareholders (acting reasonably) and the Principal Shareholders shall provide such covenants (including any non-compete) as may be mutually agreed between such third party transferee and the Principal Shareholders (acting reasonably).
- (j) Unless otherwise agreed to in writing by the Parties, if a Shareholder fails to pay a sum due from it under these Articles to another Shareholder on the due date of payment in accordance with the provisions of these Articles, that Shareholder shall pay interest to that other Shareholder on the overdue sum, from the due date of payment until the date on which its obligation to pay the sum is discharged, at the rate of 18% (eighteen percent) per annum. Such interest accrues and is payable from day to day.
- (k) Unless otherwise agreed to in writing by the Parties, notwithstanding anything to the contrary in these Articles, the Investor may transfer all or any part of its Securities at any time:
 - (i) on or after the Effective Date, to: (A) any of its Affiliates, subject to Article 8.2 (*Transfers to Affiliates*) or (B) any Transferee as part of a QIPO in accordance with Article 10.2 (*QIPO and Qualified Sale*) and Article 10.3 (*General QIPO Provisions*), or (C) a Permitted Lender and/or a Permitted Lender Transferee, pursuant to the invocation of the pledge by the Permitted Lender and subject to a maximum of the Investor Pledged Securities;
 - (ii) after the expiry of 2 (two) years from the Effective Date, to any Transferee, subject to Articles 8.3 (*Transfers to Competitors*), 9.4 (*Right of First Offer*), and 8.6 (*General Provisions*), to the extent applicable; and/or



- (iii) prior to the expiry of 2 (two) years from the Effective Date, to any Transferee other than as specified in Article 8.6(k)(i) (*General Provisions*), only with the prior written consent of the Principal Shareholders.

8.7. Encumbrance on Investor Securities:

Unless otherwise agreed to in writing by the Parties, notwithstanding anything to the contrary in these Articles:

- (a) the Investor shall not be required to pledge or otherwise Encumber any of its Securities or provide any guarantee, indemnity or any other form of security or support in favour of any third party (including any lender of the Company), in each case, in connection with the Company's borrowings or obligations; and
- (b) the Investor shall be permitted to pledge any or all of its Securities in favour of a Permitted Lender (**Investor Pledged Securities**). Further, in the event of an invocation of such pledge, the Investor shall be entitled to transfer such Investor Pledged Securities to the Permitted Lender and/or any Person to whom such Investor Pledged Securities are sold by the Permitted Lender (**Permitted Lender Transferee**), subject to Article 8.3 (*Transfers to Competitors*). For the avoidance of doubt, the Investor Pledged Securities shall not be transferred to a Competitor, either by the Investor, Permitted Lender or Permitted Lender Transferee.

8.8. Encumbrance on Other Securities:

Unless otherwise agreed to in writing by the Parties, unless otherwise requested by the Board (in writing) and subject to Article 8.1 (Lock-in Period), any Principal Shareholder or Employee Shareholder shall not be required to pledge or otherwise Encumber any of his Securities or provide any guarantee, indemnity or any other form or security or support in favour of any third party (including any lender of the Company), in each case, in connection with the Company's borrowings or obligations.

8.9. Change of Control of Portsmouth:

Unless otherwise agreed to in writing by the Parties, in the event of a change of Control of Portsmouth in favour of any Person other than an Affiliate(s) of Portsmouth, Portsmouth shall be bound to, forthwith and no later than 90 (ninety) days from the date of occurrence of such Change of Control, transfer all its Securities to AB at the book value of such Securities (as determined by an independent valuer acceptable to Portsmouth and AB, acting reasonably).

9. **TRANSMISSION OF SECURITIES**

- 9.1. The executors or administrators or holders of a succession certificate or the legal representatives of a deceased member (not being one or two more joint holders) shall be the only persons recognised by the Company as having any title to the Securities registered in the name of such member. Further, the Company shall not be bound to recognise executors or administrators or holders of a succession certificate or the legal representatives unless such executors or administrators or legal representatives shall have first obtained probate or letter of administration or succession certificate as the case may be, from a duly constituted Court in the Union of India. Provided that, in any case, where the Board (in its absolute discretion thinks fit) may dispense with production of probate or letter of administration or succession certificate upon such terms as to indemnity or otherwise as the Board in its absolute discretion

may think fit necessary and register the name of any person who claims to be absolutely entitled to the Securities standing in the name of a deceased member as a member.

- 9.2. Any person, becoming entitled to a Security as a consequence of the death, lunacy, bankruptcy or insolvency of a member or by operation of law, shall, upon such evidence being produced as may from time to time be required by the Board, have the right, either to be registered himself as a member or to make such transmission of the Securities as the deceased or insolvent person could have made. Notwithstanding the foregoing, the Board shall have the same right to decline or suspend registration as they would have had in the case of a transfer of Security by deceased or insolvent person before the death or insolvency. Nothing contained in this Article shall release the estate of a deceased Joint holder from any liability in respect of any Security, which had been jointly held by him with other person.
- 9.3. The Company shall incur no liability or responsibility whatsoever, in consequence of its registering or giving effect to a transmission of Securities made or purporting to be made by apparent legal owner thereof (as shown or appearing in the register of members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said Securities, notwithstanding that the Company may have had notice of such equitable right, title or interest to or notice prohibiting registration of such transmission; and may have entered such notice or referred thereto in any book of the Company. Unless held otherwise by the Board, the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to, if any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting to do so though it may have been entered or referred to in some book of the Company.

10. EXIT

10.1. General:

- (a) The Company shall, and the Principal Shareholders shall cause the Company to, make all best efforts to enable the Investor to achieve a full exit from the Company by undertaking:
- (i) a QIPO prior to the QIPO Date; or
 - (ii) if a QIPO has not been completed by the QIPO Date or it is earlier determined by the Investor and the Principal Shareholders that a QIPO is not likely to be completed by the QIPO Date, a Qualified Sale prior to the Exit Date.
- (b) Pursuant to Article 10.1(b) (*General*), in the event the Company and/or the Principal Shareholders deliver to the Investor, a binding offer from the Company and/or any third party for acquisition of all Shares of the Investor at or above the Exit Price and in accordance with the provisions of Article 8.6 (*General Provisions*) (**Binding Offer**), and the Investor either rejects (in writing) the Binding Offer or fails to respond (in writing) to the Company and/or the Principal Shareholders, as applicable, in connection with the Binding Offer, within 3 (three) months from the date of receipt of a written notice from the Company and/or the Principal Shareholders in connection with the Binding Offer, then:
- (i) the Company and the Principal Shareholders shall not thereafter be required to comply with their best efforts obligations in Article 10.1(b) (*General*) for ensuring that the Investor achieves a full exit from the Company.



- (ii) the Principal Shareholders shall not thereafter be subject to the restrictions contemplated in Article 8.1(a) (*Lock-In Period*); and
- (iii) the Investor shall thereafter be entitled to exercise only the Surviving Rights, and all other rights of the Investor under these Articles shall fall away.

10.2. **QIPO and Qualified Sale:**

- (a) The Company shall, and the Principal Shareholders shall cause the Company to, make all best efforts to complete a QIPO in accordance with the SEBI ICDR Regulations and/or any other Applicable Laws, in consultation with the Investor, on or before the QIPO Date.

Without limiting the generality of Article 10.2 (*QIPO and Qualified Sale*), the Company shall take, and the Principal Shareholders shall cause the Company to take, and each Shareholder shall provide all reasonable support to the Company in connection with taking, in each case, on a best efforts basis, all steps as are necessary or advisable as regards completing a QIPO on or before the QIPO Date including to seek the requisite statutory and regulatory approvals for QIPO and take all requisite steps to commence and complete a QIPO within the timelines stipulated herein.

- (b) If a QIPO has not been completed by the QIPO Date or it is earlier determined by the Principal Shareholders and the Investor that a QIPO is not likely to be completed by the QIPO Date, the Company shall take, and the Principal Shareholders shall cause the Company to take, and each Shareholder shall provide all reasonable support to the Company in connection with taking, in each case, on a best efforts basis, all steps as are necessary or advisable to implement a Qualified Sale prior to the Exit Date including to find and identify a third party financial or strategic investor who will purchase the Shares held by the Investor, execute necessary agreements with such third party and consummate a Qualified Sale prior to the Exit Date. The provisions of Article 8.6 (*General Provisions*) shall apply mutatis mutandis to a Qualified Sale.

10.3. **General QIPO Provisions:**

- (a) In any QIPO:
 - (i) the requisite number of shares to meet any lock-in requirements applicable to promoters (as defined in the SEBI ICDR Regulations) shall be contributed by the Principal Shareholders;
 - (ii) Unless otherwise agreed to in writing by the Parties, subject to Article 10.3(a)(ii) (*General QIPO Provisions*) above, the Investor shall have the right (but not the obligation) to offer for sale in the QIPO, up to such number of Shares which shall be calculated on a pro rata basis inter se the other Shareholders who are offering their Shares for sale in the QIPO; and
 - (iii) Unless otherwise agreed to in writing by the Parties, subject to Article 10.3(a)(ii) (*General QIPO Provisions*) above, the Principal Shareholders shall offer for sale in the QIPO, such number of Shares as may be required to ensure that the total offer of Shares to the public constitutes not less than the minimum number/ percentage required (as prescribed under the prevalent Applicable Laws at the time of the QIPO) of the total post issue paid-up Share Capital of the Company to comply with the listing requirements of



concerned registered stock exchange(s) and the Securities Regulator after taking into account: (A) the Shares offered for sale by the Investor in accordance with Article 10.3(a)(ii) (*General QIPO Provisions*), and (B) the capital requirements of the Company.

- (b) Subject to Applicable Laws, the Company shall be responsible and liable for any breach of the Company's representations, warranties, covenants, obligations, and undertakings set forth in any agreement, instrument, and other document in relation to the QIPO; Provided However That, if any Principal Shareholder or the Investor offers Shares for sale pursuant to a QIPO, such Principal Shareholder or the Investor, as applicable, shall:
- (i) be solely responsible for any breach of its representations, warranties, covenants, obligations, and undertakings set forth in any agreement, instrument and other document executed in connection with the QIPO,
 - (ii) be responsible for the underwriting discounts, commissions and legal costs as regards the sale of Shares in such offer for sale, in relation to the QIPO, on a pro rata basis with other selling Shareholders, and
 - (iii) bear all costs and expenses incurred in connection with a QIPO, on a pro rata basis with the other selling Shareholders and the Company, payable in accordance with Applicable Law.
- (c) The Investor shall provide customary representations and warranties in relation to (i) itself, (ii) the Shares held by it, and (iii) the Shares offered by it for sale in a QIPO, provided that the Investor shall not be required to provide any representations and warranties in relation to the Group or the business of the Group.
- (d) In the event the merchant bankers to the issue or the Securities Regulator, requires that immediately prior to the issue of a draft red herring prospectus for a QIPO all agreements between or among Shareholders including pre-emptive rights, voting restrictions, and restrictions or prohibitions on the transfer of Shares shall be terminated, then the Parties shall execute necessary agreements to terminate relevant provisions of this Agreement, only to the extent (including as to the effective date of such termination) of the relevant requirement and up to the IPO Long Stop Date, such termination agreements shall cease to have further force or effect and the Parties shall execute any agreements that may be necessary to ensure that the Parties are in the same position as they would have been had this Agreement (or any relevant provisions thereof) not been terminated.
- (e) Subject to Applicable Laws, the Principal Shareholders shall ensure that any Shares that are subject to a "lock in" as "principal shareholders' shares" after a QIPO, or other restriction for the purposes of facilitating or making such QIPO, will be the Shares held by the Principal Shareholders. Under no circumstances shall the Investor be regarded or construed as a "promoter" of the Company under or pursuant to applicable SEBI regulations and the Shares held by the Investor will not be subject to any "lock in" after the QIPO, except as required under Applicable Law. Without limiting the generality of the foregoing, the Company shall ensure that it shall not by way of any contractual agreements or by way of any public announcement, any representation made to any third party or any filing made to any governmental authority: (i) construe the Investor to be, or hold the Investor out to be, a founder or promoter of the Company.



Company, or (ii) take any other action or omit to take any action that could reasonably be construed to have the effect of subjecting the Investor to any limitation or obligation imposed by applicable SEBI regulations on promoters of the Company.

- (f) If the number of Shares held by the Principal Shareholders and available to be locked in as promoters' shares or otherwise are not sufficient for such purposes as prescribed by applicable SEBI regulations, the Company shall, and the Principal Shareholders shall cause the Company to, approach the Securities Regulator to seek a dispensation of such requirements or appropriate order as to avoid such lock in.
- (g) If the Securities Regulator denies any such dispensation, or if no order is forthcoming from such Securities Regulator within a period of 30 (thirty) days (or such other extended period as may be agreed to by the Investor and the Principal Shareholders in writing) after an application in this behalf is made by the Company, the Principal Shareholders shall cause any or all other Shareholders (other than the Investor) to proportionately earmark such quantity or all of their Shares as may be necessary towards any such lock in as promoters' shares and, in such event, it is expressly understood and agreed that the Shares held by the Investor shall not be subject to lock in, except as may be consented to by the Investor.
- (h) For purposes of this Article 10.3 (*General QIPO Provisions*), the reference to **promoter** herein shall have and bear the same meaning as in the applicable SEBI regulations, and the reference to **Lock in as promoters' shares** shall mean and refer to the minimum promoters' contribution (if any) to be locked-in post the date of allotment in the QIPO for such period as may be specified in the applicable SEBI regulations.
- (i) The Company shall take, and the Principal Shareholders shall cause the Company to take, and each Shareholder shall provide all reasonable support to the Company in connection with taking, all steps as are necessary or advisable as regards completing a QIPO, including with limitation:
 - (i) obtaining all approvals for listing of the Shares on the concerned registered stock exchange(s) as per Applicable Laws;
 - (ii) taking all the necessary steps for conducting any road shows, finalization of prospectus, increase in Share capital, determining issue amount, issue price, and mode of issue;
 - (iii) engaging the services of one or more reputed category 1 (one) merchant bankers, in consultation with the Investor, for advice on the QIPO;
 - (iv) ensuring that the total offer of Shares to the public shall constitute not less than the minimum number/percentage required (as prescribed under the prevalent rules at the time of the QIPO) of the total post issue paid-up Share capital of the Company to comply with the listing requirements of the concerned registered stock exchange(s) and the Securities Regulator;
 - (v) preparing and signing the relevant offer documents and providing all material information and ensuring compliance with provisions of Applicable Laws in force at the time of the QIPO and the subsequent listing of the Shares of the Company for trading on the concerned registered stock exchange(s); and



- (vi) doing all other acts and deeds required to achieve listing of the Shares on the concerned registered stock exchange(s) in terms of these Articles and as per Applicable Laws.

11. FAIR MARKET VALUE AND SHARE PRICE ADJUSTMENTS

11.1. Discussion in Good Faith:

The Investor and the Principal Shareholders (**FMV Shareholders**) shall, within 10 (ten) Business Days following the occurrence of the relevant event requiring determination of FMV (the **Negotiation Period**) negotiate in good faith to agree the FMV. If the FMV Shareholders are unable to agree on the FMV within the Negotiation Period, the FMV shall be determined in accordance with Article 11.2 (*Valuer's Determination of FMV*).

11.2. Valuer's Determination of FMV:

- (a) If the FMV Shareholders are unable to agree on the FMV within the Negotiation Period, the FMV Shareholders shall jointly appoint a valuer, which shall be one of the Big Five Accounting Firms (the **Valuer**) for determining the FMV; provided, however, that the Valuer does not already represent the Company, any Principal Shareholder (s) or any Shareholder controlling more than 10% (ten percent) of the Shares in connection with its investment in the Company or the Investor and/or any of its Affiliates in connection with its/their investment in the Company. If the FMV Shareholders fail to agree on the appointment of the Valuer during the Negotiation Period, the Company shall appoint a Big Five Accounting Firm meeting the above-mentioned criteria.
- (b) The Company and each Shareholder shall procure that the Valuer has such access to the accounting records and other relevant information and materials relating to the Company and Group Companies and access to the Company's and Group's management as the Valuer may reasonably request for the purposes of the valuation of the Company and the Group Companies and the determination of FMV.
- (c) Each FMV Shareholder shall have the right to make written representations to the Valuer within 7 (seven) Business Days from the appointment of the Valuer, and shall provide the other FMV Shareholders with a copy of such representation at the same time as it is provided to the Valuer and if an FMV Shareholder makes such a representation, the other FMV Shareholders shall be entitled to make a further written representation to the Valuer in response within 7 (seven) Business Days, and shall similarly provide a copy to the other FMV Shareholders, Provided However That no FMV Shareholder shall be entitled to make more than 2 (two) written representations to the Valuer.
- (d) The Valuer shall determine the FMV on the following basis:
 - (i) all the issued shares in the Company are being sold on the basis of an arm's-length sale between a willing buyer and a willing seller;
 - (ii) the historical and forecast (applying the relevant accounting policies) financial performance of the Group and the performance in the then current Financial Year;
 - (iii) not attributing any premium for control of the Company;



- (iv) the Company is and will remain a going concern;
 - (v) the Shares and shareholder debt (if any) are sold free of all Encumbrances;
 - (vi) the application in all other respects of applicable accounting standards; and
 - (vii) the Company is a private/public company (as applicable at the relevant time) not listed on any stock exchange.
- (e) If any problem arises in applying any of the assumptions set out in Article 11.2(d) (*Valuer's Determination of FMV*), the Valuer shall resolve the problem in whatever manner it shall, in its reasonable discretion, think fit.
- (f) The Valuer shall specify the FMV and provide its findings pursuant to Article 11.2(d) (*Valuer's Determination of FMV*) in the form of a notice (the **FMV Notice**) to the Company and all FMV Shareholders within 30 (thirty) Business Days after the date of its appointment.
- (g) The Valuer's decision shall, in the absence of fraud or manifest error, be final and binding on the FMV Shareholders.
- (h) All fees and expenses required to be paid in respect of the determination of the FMV under this Article 11 (*Fair Market Value and Share Price Adjustments*), including payment of all costs relating to the Big Five Accounting Firm appointed by the Company shall be borne and paid for by the Company.

11.3. Share Price Adjustments:

For the Purposes of these Articles, the Share Price shall be adjusted as follows:

- (a) Sub-division, consolidation or combination

If, at any time or from time to time after the Investor acquires any Shares, the Company effects a subdivision, consolidation or combination of the outstanding Shares, the Share Price shall be decreased in proportion to such decrease in the aggregate number of Shares outstanding, based on the following formulae:

Adjusted Share Price = A divided by B multiplied by the Share Price

Where A is the number of Shares held by the Investor on a Fully Diluted Basis immediately before the subdivision, consolidation or combination, and B is the number of Shares held by the Investor immediately after the subdivision, consolidation, or combination on a Fully Diluted Basis.

- (b) Share Split

If, at any time or from time to time after the Investor acquires any Shares, the Company effects a share split of the outstanding Shares, the Share Price shall be increased in proportion to such increase in the aggregate number of Shares outstanding, based on the following formulae:

Adjusted Share Price = A divided by B multiplied by the Share Price



Where A is the number of Shares held by the Investor on a Fully Diluted Basis immediately after the share split, and B is the number of Shares held by the Investor immediately before the share split on a Fully Diluted Basis.

(c) Bonus

If, at any time or from time to time after the Investor acquires any Shares, the Company effects a bonus issuance on the outstanding Shares, the Share Price shall be reduced in proportion to such increase in the aggregate number of Shares outstanding.

12. INFORMATION AND ACCESS RIGHTS

12.1. Information Rights of the Investor:

The Company shall provide to the Investor the following information and documents within the timelines stipulated below:

- (a) audited annual accounts for the Company and each Group Company (stand-alone and consolidated), together with the auditor's report thereon and any other related documents which were placed before the Board at the time of approval of the audited accounts within 120 (one hundred and twenty) days of the end of the Financial Year to which it relates;
- (b) unaudited annual accounts for the Company and each Group Company (stand-alone and consolidated) within 60 (sixty) days of the end of the Financial Year to which it relates;
- (c) quarterly limited review financial statements (such financial statements to include a balance sheet, profit and loss account and cashflow statement) for the Company and each Group Company within 45 (forty-five) days after the end of the relevant quarter;
- (d) unaudited monthly financial statements and monthly management information system for the Company and each Group Company in agreed form within 10 (ten) days after the end of the relevant month;
- (e) certified true copies of the minutes of each meeting of the board of directors, board committees and the shareholder(s) of the Company and each Group Company no later than the time limit prescribed by Applicable Law for finalization of such minutes, together with all relevant notices, attendance records and other records relating to such meetings or proceedings;
- (f) an annual monitoring report confirming compliance by the Company and the Group Companies with the Company's ESG policy, identifying any non-compliance/failure and the actions being taken to remedy such non-compliance/failure and action plans to prevent any similar non-compliance or failure in future, within 45 (forty-five) days of the end of each Financial Year;
- (g) information regarding any governance, social, labour, health and safety, security or environmental incident or accident or non-compliance with the Company's ESG policy specifying in each case the nature of the incident, accident or circumstance and the impact or effect arising or likely to arise therefrom, and the measures taken to



Company is taking to address such incident or accident or non-compliance, within 24 (twenty-four) hours after its occurrence;

- (h) details relating to the occurrence or likelihood of occurrence of any event (including any force majeure event), change or omission which is or (with the passage of time or any other factor) is likely to be, materially adverse to the Company or any Group Company or the business of the Group or is likely to materially impair the ability of the Company or any Principal Shareholder to perform its obligations under the Agreement, as soon as practicable after the Company or any Group Company is aware of such occurrence or likely occurrence;
- (i) details of material litigation, arbitration or other claim concerning the Company or any Group Company within 7 (seven) days after receipt of notice of such litigation, arbitration or other claim by the Company or any Group Company together with copies of related correspondence provided that any investigation or audit by a Governmental Authority, notice of violation of law (whether from any Governmental Authority or otherwise), winding-up notice or any notice under the Insolvency and Bankruptcy Code, 2016 shall be deemed to be a material claim concerning the Company or Group Company;
- (j) copies of any material communication, reports or correspondence with any Governmental Authority received or sent by the Company or any Group Company, in each case, within 5 (five) days of such receipt or dispatch;
- (k) information relating to any direct or indirect change in shareholding of the Company or any Group Company and certified true copy of the latest capitalization table of the Company and each Group Company with detailed shareholding pattern of the Company and each Group Company (actual and on Fully Diluted Basis) within 10 (ten) days from the end of each quarter;
- (l) resignation of any Key Employee not later than 7 (seven) days from the date of such resignation;
- (m) certificate issued by the chief executive officer of the Company in agreed form confirming compliance by the Company and each Group Company with Applicable Law during the preceding 6 (six) months within 30 (thirty) days of September 30 and March 31 every year; and
- (n) any other information in relation to the Company or any Group Company requested by the Investor (acting reasonably) from time to time, within 7 (seven) days from receipt of such request or such other period as may be reasonably required to provide such information.

The rights of the Investors under this Article 12 (*Information and Access Rights*) shall be at all times subject to Applicable Law, including the SEBI Insider Trading Regulations.

12.2. Access Rights of the Investor:

The Company shall allow reasonable access during normal business hours to the Investor and its authorised representatives upon reasonable written prior notice to:

- (a) visit and inspect all properties, assets, corporate, financial and other records, reports, books, contracts and commitments of the Company and Group Companies;



- (b) examine and take copies, extracts, abstracts or memoranda of the records, reports, books, contracts and commitments of the Company and Group Companies, provided that the Investor and/or its authorised representatives shall not take copies, extracts, abstracts or memoranda of any records, reports, books, contracts and commitments of the Company and/or any Group Company which exclusively contain Confidential Information relating to the Company's and/or such Group Company's products, know-how and/or trade secrets; and
- (c) discuss and consult with the Principal Shareholders and other Key Employees and advisors of the Company and Group Companies regarding business, action plans, budgets, and finances of the Company and Group Companies.

All costs for such visits and inspections shall be borne by the Investor making such visit/inspection.

12.3. Information Rights of Portsmouth:

The Company shall provide to Portsmouth the following information and documents within the timelines stipulated below:

- (a) audited annual accounts for the Company and each Group Company (stand-alone and consolidated), together with the auditor's report thereon and any other related documents which were placed before the Board at the time of approval of the audited accounts within 120 (one hundred and twenty) days of the end of the Financial Year to which it relates and a list of Shareholders as on the date on which the Company provides such audited annual accounts to Portsmouth;
- (b) details relating to: (i) any material change in the business, prospects, assets or condition (financial or otherwise) of the Company or any Group Company and (ii) launch of any new products of the Company or any Group Company, in each case, as soon as reasonably practicable after the occurrence of such material change or launch, as applicable; and
- (c) details of material litigation, arbitration or other claim concerning the Company or any Group Company within 7 (seven) days after receipt of notice of such litigation, arbitration or other claim by the Company or any Group Company.

12.4. Waiver of Information Rights:

Except to the extent permitted by Applicable Law, the obligation of the Company to provide information and documents under Article 12.1 (*Information Rights of the Investor*) and Article 12.3 (*Information Rights of Portsmouth*) shall stand waived from the DRHP Filing Date.

13. **ABC AND AML COVENANTS**

13.1. ABC and AML:

- (a) The Company shall and the Principal Shareholders shall procure that the Company shall conduct its business in compliance with the following:
 - (i) the Company shall not, and shall not permit any Group Company or any directors, officers, managers, employees, independent contractors, representatives or agents of the Company or any Group Company (in each case, whether

- case, acting on behalf of the Company or any Group Company) to, promise, authorise or make any payment to, or otherwise contribute any item of value directly or indirectly, to any third party, including any **Non-U.S. Official** (Non-U.S. Official as defined under the Foreign Corrupt Practices Act 1977 (the **FCPA**)) in violation of the FCPA, Prevention of Corruption Act 1988 (the **PCA**), the Bribery Act 2010 (UK) (the **BA**) or any other Applicable Laws relating to anti-bribery or anti-corruption;
- (ii) the Company shall cease all of its, and shall cause each Group Company to cease all of its activities, as well as remediate any actions taken by the Company or any Group Company, or any of the directors, officers, managers, employees, independent contractors, representatives or agents of the Company or any Group Company (in each case, acting on behalf of the Company or any Group Company) in violation of the FCPA, PCA or BA or any other Applicable Laws relating to anti-bribery or anti-corruption; and
 - (iii) the Company shall, and shall cause each Group Company to, maintain systems of internal controls (including, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, PCA, BA and any other Applicable Laws relating to anti-bribery or anti-corruption.
- (b) The Company shall, and shall ensure that each of its Group Companies shall, institute, maintain and comply with internal policies, procedures, and controls for anti-money laundering (**AML**) and combating the financing of terrorism (**CFT**) consistent with its business and customer profile, in compliance with Applicable Law, including:
- (i) the designation of a senior staff member with responsibility for the AML-CFT programme;
 - (ii) written know-your-client policies;
 - (iii) screening all parties that the Company and/ or each Group Company enters into business relationships with, including all clients, against appropriate sanctioned lists;
 - (iv) monitoring of suspicious activity;
 - (v) internal reporting procedures;
 - (vi) external reporting procedures if required by applicable national law;
 - (vii) proper training for its employees; and
 - (viii) internal and/or external audit of the AML-CFT programme.

14. RESTRICTIVE COVENANTS

14.1. Terms used in this Article:

In this Article 14.1 (*Terms used in this Article*):

- (a) **Competing Business** means a business which competes, directly or indirectly, with the Business as carried on by the Company or any Group Company;

- (b) **Restraint Area** means any territory within or outside India;
- (c) **Restraint Period** means: (i) in relation to a Principal Shareholder, the period commencing on the Agreement Date and ending on the 2nd (second) anniversary of the date on which such Principal Shareholder and his Affiliates cease to hold any legal or beneficial interest in any Share (or other security) in the Company, (ii) in relation to each of Malay, Rupesh and Satish, the period commencing on the Agreement Date and ending on the 1st (first) anniversary of the date on which he and his Affiliates cease to hold any legal or beneficial interest in any Share (or other security) in the Company, and (iii) in relation to any Employee Shareholder other than Malay, Rupesh and Satish, the period commencing on the Agreement Date and ending on the date on which such Employee Shareholder and his/ her Affiliates cease to hold any legal or beneficial interest in any Share (or other security) in the Company.

14.2. **Undertakings:**

Save as permitted by Article 14.3 (*Exceptions*), each Principal Shareholder and each Employee Shareholder will not, and will procure that none of his Immediate Relatives and/or other Affiliates that he exercises Control over and/or any Affiliates of any of his Immediate Relatives which are Controlled by one or more of his Immediate Relatives will, do any of the following things, within the Restraint Area during the Restraint Period (except in the case of Article 14.2(b) (*Non-disparagement*) which shall apply perpetually), whether directly or indirectly, alone or in partnership, joint venture or syndicate with anyone else in any capacity, including as trustee, principal, agent, employee, shareholder, unit-holder, partner, consortium member or as a manager, director, employee, lender, consultant, contractor of, any Person:

- (a) Non-compete: carry on or be engaged, concerned or interested in or assist in any Competing Business;
- (b) Non-disparagement: do or say anything which is harmful to the Company's or a Group Company's goodwill (as subsisting at the Agreement Date) or which may lead a person who has dealt with the Company or a Group Company at any time during the 12 (twelve) months prior to the Agreement Date to cease to deal with the Company or a Group Company on substantially equivalent terms to those previously offered or at all;
- (c) Non-solicitation of customers: in respect of the products or services of the Company or a Group Company either seek to obtain orders from, or do business with, or encourage another Person to obtain orders from or do business with, a Person who has been a customer of the Company or a Group Company at any time during the Restraint Period for those products or services;
- (d) Non-solicitation of employees:
 - (i) solicit, induce or contact with a view to engagement or employment by any Person (other than the Company or a Group Company) or engage or employ, any Person who is a director of the Company or a Group Company or a Key Employee or a Person who was a director of the Company or a Group Company or a Key Employee at any time during the Restraint Period, in either case, where the Person in question either has Confidential Information or would be in a position to exploit the Company's or a Group Company's trade secrets, customer lists or connections; or



- (ii) solicit or induce any Person who is a director of the Company or a Group Company or a Key Employee or a Person who was a director of the Company or a Group Company or a Key Employee at any time during the Restraint Period to terminate or vary the terms of their existing employment, advisory or consultancy relationship (as relevant) with the Company or a Group Company;
- (e) Non-solicitation of suppliers: seek to contract with or engage (in such a way as to affect adversely the Company, or a Group Company) a Person who has been contracted with or engaged to manufacture, assemble, supply or deliver goods or services to that Company or Group Company at any time during the Restraint Period; or
- (f) assist, induce, support, advise or facilitate in any other manner any Person to undertake any of the foregoing.

14.3. **Exceptions:**

Nothing in Article 14.2 (*Undertaking*) will exclude, prevent, or restrict:

- (a) a Principal Shareholder or an Employee Shareholder or any of their respective Affiliates:
 - (i) from holding not more than 2% (two percent) of the issued share capital of any company or other entity whose securities are listed on a recognised stock exchange and which is engaged in a Competing Business, so long as such holding does not entitle the holder or its Affiliates (whether alone or together with its Affiliates) to any Control, board or management rights or the ability to exercise significant influence over the policies or procedures of such entity;
 - (ii) employing or retaining any Person who responds, unsolicited, to a published advertisement for a position which is targeted to a wide audience of potential applicants or a Person who was an officer, employee, manager or consultant of the Company or a Group Company, but who has been made redundant or otherwise been terminated (other than for breach of any non-compete undertaking) following Effective Date; or
 - (iii) undertaking any matter which has been consented to in writing by or on behalf of the Company, the other Principal Shareholders and the Investor; or
- (b) AB from holding shares of, operating and managing the business of Anthem Bio Pharma, subject to the following: (i) Anthem Bio Pharma not conducting or engaging in any business which is a Competing Business and AB procuring that Anthem Bio Pharma does not conduct or engage in such Competing Business, at any time, (ii) AB obtaining prior written consent of the Investor for any change in the Anthem Bio Pharma Business, and (iii) at the written request of the Investor from time to time, AB providing to the Investor: (A) certified true copies of the audited annual accounts of Anthem Bio Pharma together with the auditor's report thereon, (B) certified true copies of the updated constitutional documents of Anthem Bio Pharma, and (C) any other information in relation to Anthem Bio Pharma as requested by the Investor (acting reasonably), in each case, within 7 (seven) days from receipt of such written



request or such other period as may be reasonably required to provide such information.

14.4. Reasonableness and operation of restraint:

- (a) Each Principal Shareholder and each Employee Shareholder agrees with the Company, each Group Company, the other Principal Shareholders and the Investor that each of the restraints and non-compete obligations respectively imposed under this Article 14 (*Restrictive Covenants*) are reasonable in their extent (as to all of duration, geographical area and restraint conduct) having regard to the interest of each Principal Shareholder, Investor, Company and Group Company.
- (b) It is acknowledged by each Principal Shareholder and each Employee Shareholder that the restraint and non-compete obligations in these Articles are no greater than are reasonably required to protect the:
 - (i) Company and the Group Companies; and
 - (ii) business to be carried on by the Group after Effective Date.
- (c) If, despite the foregoing, it is finally determined by a court or arbitral tribunal having jurisdiction under these Articles that a restraint obligation in these Articles is unreasonable as to its duration or geographic scope and that a shorter duration or narrower geographic scope would be reasonable, the restraint will be read down to the minimum extent necessary to ensure that it is valid.

14.5. Exclusive Vehicle:

Until the Investor holds any Securities:

- (a) the Group shall be the exclusive vehicle through which each Principal Shareholder and/or his Affiliates shall pursue the Business and any other activity which is similar to, relating to or ancillary to the Business; and
- (b) each Principal Shareholder shall act in the best interests of the Group at all times and make best efforts to promote and expand the Business and protect and further the interests and reputation of the Group.

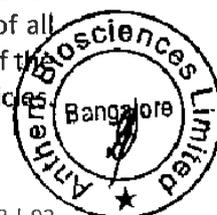
14.6. Employee Shareholder Undertakings:

Each Employee Shareholder shall act in the best interests of the Group at all times and make best efforts to promote and expand the Business and protect and further the interests and reputation of the Group.

15. DISSOLUTION OF THE COMPANY AND FALL AWAY OF RIGHTS

15.1. Dissolution of the Company:

- (a) On the Company being ordered to be wound up, except As Agreed between the Shareholders, no further business shall be conducted except for such actions as shall be necessary for the winding up of the affairs of the Company, the discharge of all outstanding costs, expenses and liabilities of the Company and the distribution of the remaining net assets between the Shareholders in accordance with these Articles



Unless otherwise prescribed under Applicable Law, the liquidation will be carried out by such number of liquidators as are appointed by agreement between the Shareholders, who shall also determine their powers and their compensation.

- (b) On the Company being ordered to be wound up, each Shareholder will use all reasonable endeavours to sell the assets held by the Company in the open market (with each Shareholder being able to bid for all of the Shares in the Company or the assets of the Company and the Group Companies) and such assets shall be distributed or sold to the person who is willing to pay the highest cash price for such asset and each Shareholder shall make such contributions to the Company and/ or the Group Companies as may be required to enable it to wind up its affairs and satisfy the demands of its creditors in an orderly fashion.
- (c) The foregoing provisions under this Article 15.1 shall be without prejudice to the rights of the holders of: (a) any preference shares issued by the Company, as prescribed under the Act and (b) Securities, if any, issued by the Company, upon special terms and conditions, at any time after the Effective Date of these Articles and in accordance with these Articles.

15.2. **Fall Away of Rights**

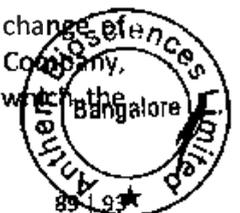
Subject to Article 10.1(c) (*General*), the Investor shall be entitled to exercise all its rights under these **Articles** for so long as its shareholding in the Company is equal to or greater than the Fall-Away Threshold. Subject to Article 8.6(g) (*General Provisions*), in the event the shareholding of the Investor in the Company falls below the Fall-Away Threshold, the Investor shall continue to be entitled to exercise only the Surviving Rights and all other rights of the Investor under these Articles shall fall away.

16. **OBLIGATIONS OF SWEAT EQUITY SHAREHOLDERS**

16.1. The Sweat Equity Shareholders shall not Transfer or Encumber any Shares held by them, either directly or indirectly within the Sweat Equity Lock-in Period. On the expiry of the Sweat Equity Lock-in Period, but subject to Article 8.3, Article 8.4 and Article 8.6, the Sweat Equity Shareholders may sell or Transfer or Encumber their respective Shares upon the occurrence of the earliest of: (i) Sweat Equity Liquidation Event or a QIPO; (ii) 5 (five) years from the date of allotment of Shares to Sweat Equity Shareholders in accordance with the Sweat Equity Agreement; (iii) on a date mutually agreed between each of the Sweat Equity Shareholder and the Board, as the case maybe, in compliance with the provisions of these Articles.

16.2. Sweat Equity Liquidation Event for the purposes of Article 16.1, shall mean

- (a) Insolvency, bankruptcy or any winding up or other dissolution of the Company (whether voluntary or involuntary)
- (b) Sale of all or substantially all of the securities of the Company resulting in the change of ownership of more than 50% (fifty per cent) or the share capital of the Company;
- (c) Sale, lease or otherwise transfer, whether in a single or a series of related transactions, of all or substantially all of the assets or substantial undertaking(s) of the Company; or
- (d) Any merger or consolidation of the Company into or with any other entity, change of ownership of more than 50% (fifty percent) of the share capital of the Company, consolidation, demerger or other transactions in which the



Shareholders of the Company (at the time of such merger or consolidation) will not:(i) hold or retain a majority of the voting power in the surviving company, corporation or body corporate; or (ii) control the surviving company, corporation or body corporate after such merger or consolidation.

16.3. The Sweat Equity Shareholders shall:

- (a) have all such rights and privileges of an Employee Shareholder, as provided for under Applicable Laws, and the Charter Documents;
- (b) perform all the duties and obligations imposed upon an Employee Shareholder under these Articles; and
- (c) are subject to the share transfer and other restrictions, that any of the Employee Shareholders are subject to under these Articles.

17. **DISPUTES:**

17.1. Any disputes arising out of or in connection with these Articles shall be dealt with in the manner As Agreed between the Shareholders.

18. **MISCELLANEOUS:**

18.1. **Notices:** A notice given or to be given to a Shareholder under or in connection with these Articles shall be As Agreed between the Shareholders.

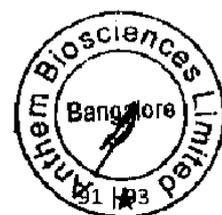
18.2. **Representative:**

- (a) Each of the Employee Shareholders appoints and designates AB (**Representative**) to serve as his representative, agent, proxy and attorney with full power and authority to do anything or undertake any matter (including making any decision, executing any agreement or document, serving any Notice or other communication, granting any right, waiver or indulgence or making any election for any purpose) under or in connection with the Agreement and these Articles and (without limitation to any other action which an Employee Shareholder may take) any matter so undertaken by the Representative will be taken to bind each Employee Shareholder.
- (b) The Representative will remain the representative, agent, proxy and attorney for the Employee Shareholders until such Employee Shareholders collectively notify each other Shareholders of the appointment of a replacement Representative by Notice in writing.
- (c) Any Person who proposes to become an Employee Shareholder at any time after the Agreement Date, shall, as a condition precedent to such Person acquiring any Shares and becoming an Employee Shareholder, deliver to the Company and the Investor, a certified true copy of a power of attorney in the form As Agreed between the Shareholders, in favour of the Representative, authorising the Representative in accordance with this Article 18.2 (*Representative*).
- (d) In the event of a conflict between any action undertaken by the Representative and any action undertaken by any such individual Employee Shareholder, the action of the Representative will prevail and be binding on all such Employee Shareholders.

18.3. **Prevailing clause:**



- (a) If a provision of the Agreement is inconsistent or conflicts with a provision of these Articles, then the Agreement prevails to the extent of the inconsistency or conflict. The provisions contained in these Articles are in addition to the rights and obligations of the parties under the Agreement, and the non-inclusion of any provision of the Agreement in these Articles shall not prejudice or affect the enforceability of the Agreement. To the extent any provisions of the Agreement are referred to in these Articles, the said terms of the Agreement shall be deemed to be incorporated herein by reference.
- (b) If a provision of these Articles is inconsistent or conflicts with a provision of any employment agreement between a Principal Shareholder and the Company, then these Articles prevail to the extent of the inconsistency or conflict.
- (c) If a provision of these Articles is inconsistent or conflicts with a provision of any employment agreement and/or any other agreement between an Employee Shareholder and the Company including the Sweat Equity Agreement, then these Articles will prevail to the extent of the inconsistency or conflict.



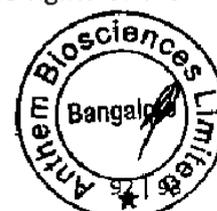
SCHEDULE 1 | RESERVED MATTERS

PART I

- (a) Mergers, acquisitions and schemes of arrangement;
- (b) Sale or transfer or demerger of assets constituting 20% or more of the aggregate assets of the Company or any Group Company, as per the latest available audited annual accounts of the Company or the relevant Group Company, as applicable;
- (c) Any liquidation, insolvency, winding up or dissolution or assignment for the benefit of creditors;
- (d) Any material change in Business or commencement or acquisition of a new line of business or acquisition of share capital or other securities of a corporate body not materially similar to the Business or creation of a subsidiary;
- (e) Any Related Party transactions proposed to be entered into after the Effective Date (including any modifications / amendments to the terms thereof) and any modifications/ amendments to the terms of any Related Party transactions existing prior to or as of the Effective Date;
- (f) Any change in accounting practices;
- (g) Any change in capital structure (including change in authorised or issued capital, buyback, capital reduction, re-classification of Share Capital, redemption of any Securities of the Company and splits (excluding any split of share certificates)) or modification of rights attached to any Securities, other than changes required to effect a Permitted Transaction;
- (h) Changes to the Charter Documents or the constitutional documents of any Group Company, other than changes required to effect a Permitted Transaction or as otherwise contemplated under these Articles;
- (i) Borrowings in excess of INR 300,00,00,000 (whether individually or in the aggregate) in any Financial Year;
- (j) Issuance of any guarantees, indemnities, or creation of encumbrances on assets, other than in the Ordinary Course of Business;
- (k) Any transaction proposed to be entered into between the Company or any Group Company and Anthem Bio Pharma after the Effective Date (including any modifications/amendments to the terms thereof) and any modifications/amendments to the terms of any transactions between the Company or any Group Company and Anthem Bio Pharma existing prior to or as of the Effective Date; and
- (l) Entering into any agreement or arrangement to give effect to any of the foregoing matters.

PART II

- (a) Mergers, acquisitions and schemes of arrangement that adversely affects the rights of the Investor disproportionately to any other Shareholder;



- (b) Sale or transfer or demerger of assets constituting 20% (twenty percent) or more of the aggregate assets of the Company or any Group Company, as per the latest available audited annual accounts of the Company or the relevant Group Company, as applicable, that adversely affects the rights of the Investor disproportionately to any other Shareholder;
- (c) Any Related Party transactions proposed to be entered into after the Effective Date (including any modifications/amendments to the terms thereof) and any modifications/amendments to the terms of any Related Party transactions existing prior to or as of the Effective Date;
- (d) (i) Any change in authorised or issued capital of the Company that adversely affects the rights of the Investor disproportionately to any other Shareholder of the Company prior to such change, other than as otherwise contemplated under these Articles - it is clarified that any fresh issuance of Securities that does not affect the rights of the Investor disproportionately to any other Shareholder of the Company prior to such change shall not be a Reserved Matter; (ii) any other change in capital structure (including buyback, capital reduction, re-classification of Share Capital, redemption of any Securities of the Company and splits (excluding any split of share certificates)) that adversely affects the rights of the Investor disproportionately to any other Shareholder; and (iii) any modification of rights attached to any Securities that adversely affects the rights of the Investor disproportionately to any other Shareholder;
- (e) Changes to the Charter Documents or the constitutional documents of any Group Company that adversely affects the rights of the Investor disproportionately to any other Shareholder of the Company prior to such change, other than as otherwise contemplated under these Articles – it is clarified that any fresh issuance of Securities that does not affect the rights of the Investor disproportionately to any other Shareholder of the Company prior to such change shall not be a Reserved Matter;
- (f) Any transaction proposed to be entered into between the Company or any Group Company and Anthem Bio Pharma after the Effective Date (including any modifications / amendments to the terms thereof) and any modifications / amendments to the terms of any transactions between the Company or any Group Company and Anthem Bio Pharma existing prior to or as of the Effective Date; and
- (g) Entering into any agreement or arrangement to give effect to any of the foregoing matters.



Dinpa Paul

Sl. No.	Names, Addresses, Description and Occupations of the Subscribers	Signature of the Subscribers	Signature, Name Address, Description and Occupation of the Witness
1.	AJAY BHARDWAJ S/o. Prem Chand Bhardwaj 717, 16th Main, 3rd Block, Koramangala, BANGALORE - 560 034. Occupation: Business	Sd/-	Sd/- Y.V.S. VINOD Suite 002, Farah Greens # 10, Eagles Street, Langford Town, BANGALORE - 560 025. Occupation : CHARTERED ACCOUNTANT
2.	BHARATHI VINOD W/o. Y. V. S. Vinod No. 15, 10th Main, BSK 2nd Stage, BANGALORE - 560 070. Occupation: Business	Sd/-	
3.	SHOBHITHA YELURI D/o. Y. V. S. Vinod No. 15, 10th Main, BSK 2nd Stage, BANGALORE - 560 070. Occupation : Business	Sd/-	
	TOTAL		

Signed on 8th day of June 2006 at Bangalore.



For Anthem Biosciences Limited

Diya Paul
Company Secretary