

**METROPOLIS  
HEALTHCARE  
LIMITED**

MEMORANDUM OF ASSOCIATION

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ARTICLES OF ASSOCIATION

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)  
उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U73100MH2000PLC192798

मैसर्स METROPOLIS HEALTHCARE LIMITED

के अंशधारकों ने दिनांक 04/09/2009 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

मेरे हस्ताक्षर द्वारा मुंबई में यह प्रमाण-पत्र, आज दिनांक नौ अक्तूबर दो हजार नौ को जारी किया जाता है।

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GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, Maharashtra, Mumbai

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

Certificate of Registration of the Special Resolution Confirming Alteration of Object  
Clause(s)

Corporate Identity Number : U73100MH2000PLC192798

The share holders of M/s METROPOLIS HEALTHCARE LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 04/09/2009 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Mumbai this Ninth day of October Two Thousand Nine.

(SHRIRAM MOTIRAM SAINDANE)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies

महाराष्ट्र, मुंबई  
Maharashtra, Mumbai

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कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

METROPOLIS HEALTHCARE LIMITED  
250 D UDYOG BHAVAN, WORLI,  
MUMBAI - 400030,  
Maharashtra, INDIA

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

METROPOLIS HEALTHCARE LIMITED

- \*I. The name of the Company is **METROPOLIS HEALTHCARE LIMITED**.
- §II. The Registered Office of the Company will be situated in the State of Maharashtra, i.e. within the jurisdiction of Registrar of Companies, Maharashtra, Mumbai.
- III. The objects for which the Company is established are:
- \*(A) **THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**

1. To establish, run and provide all kinds of services to pathological, microbiological and immuno - biological laboratories and conduct other medical tests, analysis and research, formulation of medicare and provide all kinds of health maintenance plans.
2. To construct, build, establish, acquire, assist, maintain, run, purchase, get, sell convert, develop, improve, hold with absolute or limited rights or on lease and sublease, on franchise or otherwise hospitals, nursing homes, medical colleges, nursing colleges, sanitariums, medical centres and institutions, clinics, dispensaries, child welfare centres, health centres, health farms, therapies centres, operation theatres, maternity home, rehabilitation centres, pathological, analytical, testing and diagnostic laboratories, research, invention and development centres family planning and welfare centres, X - ray, convalescence centres, MRI , C T scan centres, bio-imaging centres, magnetic resonance imaging centres and radiological or any other type of facilities for the practice of any field, branch, discipline or system of medicines and surgeries and to work as dispensing chemist and manufacturers, suppliers, traders, distributors of medicines, drugs, pharmaceuticals, chemicals, cosmetics and general merchandise of all types and to manufacture, buy, sell, rent, lease, import ,export trade, take on hire, repair, maintain, develop and to acquire all, types of medical and surgical appliances and equipments.

\*i. *Name of the Company was changed from Pathnet India Private Limited to Pathnet India Limited pursuant to Special Resolution passed at the Extra-Ordinary General Meeting dated 2<sup>nd</sup> June, 2009 for conversion of the Company from Private Limited to Public Limited.*

ii. *Name of the Company was changed from Pathnet India Limited to Metropolis Healthcare Limited pursuant to Scheme of Amalgamation, sanctioned by the Hon'ble High Court of Delhi, vide its order dated 19th December, 2008 which has become effective from 23<sup>rd</sup> September, 2009.*

\$ *Shifting of Registered office from State of Delhi to State of Maharashtra, pursuant to the Scheme of Amalgamation, sanctioned by the Hon'ble High Court of Delhi, vide its order dated 19th December, 2008 which has become effective from March 21, 2009.*

\* *Amended vide Special Resolution passed at the Extra-Ordinary General Meeting dated 4<sup>th</sup> September, 2009.*



*Jayant Borkar*

3. To provide, conduct, assist, encourage, initiate or promote all type of research facilities for carrying on the research, discovery, improvement or development of new methods of diagnosis, understanding and prevention and treatment of diseases, basic and applied and to acquire any patent and licenses or protective devices relating to the results of any discovery, investigations, findings or researches and to acquire any process and to undertake manufacture of any such product developed, discovered or improved and/or to give licences for the manufacture of the same to others and either to market the same or grant licences to the others, to market the same and to provide funds for research works and for scholarships, stipend, remuneration and/or other payment or aid to any person or persons engaged in research work or works connected with or conducive to research and to endow research fellowship or grant financial assistance to persons or institutions engaged in medical researches.

**(B) THE OBJECTS INCIDENTAL AND ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS**

4. To act as agent, distributor, contractor, supplier in the field of medical equipment, medicine and pharmaceutical preparation and equipment and to carry on radiology networking solutions and systems, cardiology networking solutions and systems, computer radiology systems and solutions and mammography system.
5. To carry on business of Chemists, druggist and to run chemist shop, nursing home and hospitals.
6. To liaison with Judicial and quasi Judicial authorities like courts, Department of company affairs, Income tax authorities, Reserve Bank of India and such other departments as may be required in connection with the business of the company.
7. To prepare, buy, deal, sell, import, export and generally to deal as a wholesaler or retailers of any commodities, substances, apparatus, plant, machinery, tools, goods, articles, or things pertaining to business as covered in the main object which in the opinion of the company may be conveniently dealt with.
8. To negotiate loans, under-writing contracts, mortgages, equity participation, cash credit, overdraft and other financial facilities from banks, financial institutions, Government and Semi Government Bodies, and others on behalf of the companies.
9. To promote, undertake and participate financially and otherwise in Joint ventures in India and abroad in association with Indian or overseas companies, either State owned or private, individuals and firms for and on behalf of the clients of the company.
10. To mortgage, hypothecate, pledge all or any of the property whether movable or immovable of any description whatsoever and other valuable securities of the company.
11. To invest and deal with the surplus moneys of the Company not immediately required in any manner as the Company may determine from time to time.
12. To draw, make, accept, endorse, discount, execute, and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instrument.
13. To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, joint marketing or reciprocal concession, or for limiting competition with any person or company carrying on or engaged in or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in, or which can be carried on in conjunction therewith.
14. To receive money on deposit, other than public deposits, from its members, directors and their relatives, subject to the provisions of the Companies Act, 1956, not amounting to bank transactions or on loan and borrow or raise money from any person or Bank or Company or Governments in such manner and to extent as the Company thinks fit, and in particular by the issue of debentures, or debenture stock, perpetual or otherwise and to secure the repayment of any money borrowed, raised or owing by mortgage, charge

or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other persons or Company, as the case may be. The Company shall, however, not carry on any banking business as laid down in Banking Act, 1949.

15. To establish, and regulate branches or agencies of the Company at any place in India or elsewhere in the world and to operate the activities of the company from these place/s by appointing skilled, semi-skilled and managerial personnel.
16. To form, incorporate or promote any company or any branch / es of the companies whether in India or abroad, having objects which in the opinion of the Company could directly or indirectly assist the company in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the cost and expenses incurred in connection with any such promotion, establishment or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered in the formation or promotion of the Company or the conduct of its business or in or about the promotion of any other branch of the company in which the company may have a interest.
17. To adopt such means of making known the business in which the Company deals or is interested as may seem expedient and in particular by advertising and giving publicity to the business of the company in all legitimate and proper way.
18. To promote, form and invest in Company (ies) in India and abroad directly or as joint ventures in Association with other appropriate bodies, organizations, Companies, Individuals, to achieve objects of the company.
19. To make investment of surplus finances when available in short terms and long terms assets, including marketable securities to achieve objects of the company.
20. To form, incorporate or promote any company or companies whether in India or abroad, having objects which .in the opinion of the Company could directly or indirectly assist the company in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the cost and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered in the formation or promotion of the Company or the conduct of its business or in or about the promotion of any other company in which the company may have a interest or in the issue of any securities of the company or any company promoted by this Company.
21. To distribute among the members in specie any property of the company or any proceeds of sale or disposal of any property of the company.
22. To indemnify members, officers, directors, agents, and servants of the company against the proceedings, costs, damages, claims and demands in respect of the anything done by them for and in the interest of the company or any loss, damages, or misfortune whatever which shall happen in execution of the duties of their office or in relation thereto.
23. To acquire by purchase or otherwise lands, buildings or any interest in immovable property for the business of the company.
24. To acquire from any person, firm, body corporate or incorporate, whether in India or elsewhere, technical information, know-how, processes, engineering, and operating data plans, lay-out, and blue prints useful for the design, erection, operation of plant required for any of the businesses of the client company and to acquire license or any other rights and benefits in the forgoing matters and things.
25. To incur expenditure on market surveys, or engage the services of agents/ brokers to achieve any or all the objectives set out herein.

26. To purchase, take on lease, hire or otherwise acquire, any real and personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business or may enhance the value of any other property of the Company.
27. To apply for, purchase, or otherwise acquire and protect and renew in any part of the world any patents, patent-rights, invention, trade marks, designs, licenses, concessions and the like, conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to any invention which may seem capable of being used for any of the business of the Company or to use, exercise, develop, or grant licenses in respect of, or otherwise turn to account the property, rights or information so acquired and to expend money in experimenting upon testing or improving any such patents, inventions or rights.
28. To acquire and undertake the whole or any part of the business, property, and or/ liabilities of any persons or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or possessed of property suitable for the business of the Company, or business which can be carried on in conjunction therewith.
29. To improve, manage, develop, grant right and privileges in respect of, or otherwise deal with, all or any part of property and rights of the Company.
30. To subscribe for, take or otherwise acquire, and hold shares, stock debentures or other securities of any other Company, Co-operative Society or Society registered under the Societies Registration Act 1860.
31. To lend, advance money or give credit to such persons or companies and on such terms as may seem to be expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of any such contract or obligation and the payment of money of or by any such persons or companies, and generally to give guarantees and indemnities. The Company shall however not carry on any banking business as laid down in Banking Act, 1949.
32. To enter into any arrangements with any government or authorities, municipal, local or otherwise that may seem to be conducive to the objects of the Company, or any of them, and to obtain from any such Government authority, person or Company any rights, privilege, charters, contracts, licenses and concessions which the company may think it desirable to obtain and to carry out, exercise and comply therewith.
33. To establish and maintain or procure the establishment and maintenance of an contributory or non-contributory provident fund or pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or who are or were at any time Directors or Officers of the Company, widows, families and dependents of any such persons and to establish, subsidies and subscribe to any institutions, associations, clubs, or funds calculated by the Company to benefit of or to advance the interest and well-being of the employees of the Company, and make payments to or towards the insurance of any such persons as aforesaid.
34. To sell, lease, mortgage or otherwise dispose of the property, assets or undertakings of the Company or any part thereof for such consideration as the Company may think fit.
35. To act as agents, indenters or/and as trustees for any person or Company or government and to undertake and perform subcontracts and to do all or any of the above things in any part of the world, alone or jointly with others and either by or through agents, subcontractors, trustees or otherwise.
36. To undertake and execute any trusts, the undertaking of which may seem to benefit the Company either gratuitously or otherwise.
37. To collect and circulate statistics and other information relating to trade, commerce and industry.

38. To create, or to contribute to, any depreciation fund, reserve fund, sinking fund, insurance fund, development or any other special fund including funds for payment of subsidies whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for amortisation of capital or for any other purpose conducive to the interest of the company.
39. To employ and pay experts, Indian and foreign consultants, in connection with the business of the Company.
40. To promote and undertake the formation of any institution or Company for the purpose of acquiring all or any of the property and liabilities of this Company or form any subsidiary company or companies.
41. To dedicate, present or otherwise dispose of either voluntarily or for value any property of the Company deemed to be of national, public or local interest to any national trust, public body, museum, corporation or any of the same or of the public.
42. To enter in to all sorts of the internal and/or external foreign collaborations, technical assistance, financial or commercial arrangements, including export, market survey, study of market conditions in India or outside India for fulfilment of any object herein contained.
43. To acquire or secure membership, act or privileges either in the name of the company or its nominee or nominees in and of any association, market, club or other institution in India or in any part of the world for the furtherance of business of the company.
44. To insure any of the persons, properties, undertakings, contracts, guarantees, or obligation or profits of the company of every nature and kind in any manner whatsoever.
45. To refer any dispute, claim or demand by or against the company to arbitrators and to secure and perform the awards.
46. To apply for, secure, acquire by grant, legislative enactment, assignments, transfer, purchase or otherwise and exercise, carry out and enjoy any charter, licenses, power, authority, franchise, concession, rights, or privileges, which any government or authority or any corporation or other public body may be empowered to grant and to pay for and in aid contribute towards carrying the same into effect.
47. To accept gifts, bequests, devices and donations from members and others and to make gifts, to members and others in money, assets and properties of any kind, subject to the provisions of the Companies Act, 1956.
48. To be interested in, promote joining and undertake the formation and establishment of such institutions, association, chamber or commerce, or other bodies, business with the object of the Company as may be considered to be conducive to the profit and interest of the Company and to acquire, promote, and/or subsidise any industry or undertaking.
49. To do such other things that the company may consider are incidental to, or may think conducive to the attainment of the above objects or any of them.

**(C) OTHER OBJECTS.**

50. To carry on and undertake the business of hire purchase, leasing and to finance lease operations of all kinds, purchasing, selling, hiring, or letting on hire all of imported and indigenous plant and machinery, equipments that the Company may think fit and assist in financing of all and-every kind and description of hire purchase or deferred payment or similar transaction and to subsidise, finance or assist subsidising of financing the sale and maintenance of any goods, articles in commodities of all and otherwise deal in all form of immovable and movable property including land and buildings, plant and machinery, equipments, all consumers, commercial and industrial items, and to lease

own, run, manage or otherwise deal with them in any manner whatsoever including resales thereof regardless of purchased and leased by new and/or used.

51. To carry on business of and to buy, sell, import export, and deal in all types of health products including medicine items and all types of food items which are for health care including supplementary food items and other related herbal items.
52. To design, buy, sell, import, export, and deal in software packages, hardware parts, web sites on internet and to act as factors, assemblers, designers, agents, packers in computer and their accessories and upgrade the same and to provide total computer solutions and to undertake annual maintenance contract and also to develop, assist in development of e-commerce activities, Web T.V and Web Radio and to design, edit, write, print, publish and sell articles and software for print medium, web design, development of Art works and graphic designs, and to deal in and develop portals and other internet related products and services and to carry on activities of convergence of off line and 'online communications and to develop and provide software solutions in the field of communications, to equipment manufacturers, service providers, telecom administrators for the internet enabled systems, devices and services.
53. To carry on the business of exporters, importers, buyers, sellers, and general merchants, traders in goods, commodities, and to act as indenting agents, commission agent, and to deal in all kinds of goods manufactured and to act as manufacturers and traders representatives in India and abroad.
54. To carry on the business of buy, sell, import, export, deal in, lease of systems and applications software and hardware and to otherwise deal in systems design, develop, training, implement, assemble, install, repair, hire, erect, service, software programming, data processing equipment, all types of computers, accessories and spare parts, process controls and systems, monitors, devices, modems, magnetic barcodes, decoders, microprocessor based instruments, printers including bar code printers and all kinds of scanners, electrical, electro-mechanical and telecommunication devices and to act as consultants and advisors on information / internet system and purveyors of information services and to promote, encourage, establish, develop, maintain, organise, undertake manage, operate, conduct and to run in India or abroad internet! computer training centres, software consultancy, hardware consultancy, and other activities through internet and also to provide market and product service through internet, provide web solution and to set up web site and carry on E-commerce activities like trading, selling, marketing of various products all sorts of services through internet for industrial, commercial, domestic, public utility, defence, government, and other general customers or section of society.

IV The liability of the members is limited.

- \*#V. The Authorised Share Capital of the Company is Rs. 63,86,08,030 (Rupees Sixty Three Crores Eighty Six Lakhs Eight Thousand and Thirty only) divided into 31,93,04,015 (Thirty One Crore Ninety Three Lakhs Four Thousand and Fifteen only) equity shares of INR 2/- (Rupees Two only) each and with power to increase and reduce the capital of the Company or to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or condition as may be determined by or in accordance with the Articles of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of the Company and legislative provisions for the time being in force.

*\*Amended vide Special Resolution passed at the Extra-Ordinary General Meeting dated 14<sup>th</sup> September, 2018.*

*#The Authorised Share Capital was increased from Rs. 59,15,08,030/- to Rs. 63,86,08,030 /- pursuant to the Scheme of Amalgamation and Arrangement of Merger by Absorption of Bokil Golwilkar Metropolis Healthcare Private Limited, Desai Metropolis Health Services Private Limited, Dr. Patel Metropolis Healthcare Private Limited, Lab One Metropolis Healthcare Services Private Limited, Micron Metropolis Healthcare Private Limited, R. V. Metropolis Diagnostic & Health Care Center Private Limited, Raj Metropolis Healthcare Private Limited and Sudharma Metropolis Health Services Private Limited with Metropolis Healthcare Limited as approved by Hon'ble National Company Law Tribunal, Mumbai Bench vide its order dated June 02, 2022.*

*S. S. B.*



Name; address, description occupation of subscribers with signatures	No. of Shares taken by shares Subscriber	Signature of Subscribers	Name, Address, description Occupation and signature of witnesses
<p>SUNIL SETH 38 UDAY PARK NEW DELHI - 110 049 S/O VISHWANATH SETH  (ADVOCATE)</p> <p>KAMAL SHAHANI C-136 YOJANA VIHAR DELHI - 110 092 S/O HIRA NAND SHAHANI  (BUSINESS)</p> <p style="text-align: center;">TOTAL</p>	<p>1 (ONE) EQUITY SHARE</p> <p>1 (ONE) EQUITY SHARE</p> <p>2 (TWO)</p>	<p style="text-align: center;">Sd/-</p> <p style="text-align: center;">Sd/-</p>	<p>I hereby witness the signature of both the subscribers</p> <p style="text-align: center;">Sd/-</p> <p>Tarun Jaggi Chartered Accountants S/o Sh. J.L. Jaggi W-73, Greater Kailash - I New Delhi - 110 048 M.NO. 93284</p>
Place : New Delhi		Dated: 7/11/2000	



*Jaganth Bhatnagar*

*Note: This set of Articles of Association has been adopted by the shareholders of the Company by way of passing of special resolution at their Extra-Ordinary General Meeting held on 24<sup>th</sup> September, 2018 in substitution and exclusion of the previous Articles of Association of the Company.*

## ARTICLES OF ASSOCIATION

OF

### METROPOLIS HEALTHCARE LIMITED

The Articles of Association of our Company comprise of two parts, Part A and Part B, which parts shall, unless the context otherwise requires, co-exist with each other. In case of inconsistency and contradiction, conflict and overlap between Part A and Part B, the provisions of Part B shall be applicable.

However, Part B shall automatically terminate and cease to have any force and effect from the date of listing and commencement of trading of Shares of our Company on the Stock Exchanges subsequent to an initial public offering of the Equity Shares without any further action by our Company or by the Shareholders.

#### PART A

##### 1. PRELIMINARY

Save as provided herein, the regulations contained in Table "F" in Schedule I to the Companies Act, 2013, or in the Schedule to any previous Act (as defined below) shall not apply to the Company, except in regard to matters not specifically provided in these Articles.

These Articles shall be binding on the Company and its Members as if the terms of agreement between them.

The regulation for the management of the Company and for the observance of the Members thereof and their representatives shall be such as are contained in these Articles subject however to the exercise of the statutory powers of the Company in respect of repeal, additions, alterations, substitution, modifications and variations thereto by Resolution as prescribed or permitted by the Act, be such as are contained in these Articles.

##### 2. DEFINITIONS AND INTERPRETATION

###### Defined Terms

In these Articles, except where the context otherwise requires (a) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (b) the following terms shall have the following meanings assigned to them herein below:

"1956 Act" means the Companies Act, 1956 and rules framed thereunder including any statutory modification or re-enactment thereof, to the extent in force;

"Act" shall mean: (i) the Companies Act, 2013 and the Rules, as may be amended; or repealed to the extent in force pursuant to the notification of the notified sections; and (ii) 1956 Act, and the rules thereunder, to the extent that such provisions have not been superseded by the Companies Act, 2013 or de-notified, as the case may be;

"Accounts" shall mean the consolidated and stand-alone audited financial statements of the Company and the Subsidiary, including the balance sheet, profit and loss account and cash flow statements,

together with all such documents which are required to be annexed to such audited financial statements under Applicable Law and Indian GAAP, Ind AS and/or the relevant GAAP as the case may be;

“**Applicable Law**” or “**Law**” shall mean any relevant statute, law (including common law), regulation, rule, notification, bye-law, guideline, treaties, judgment, order, decree, approval, directive, requirement or other restriction issued by or any agreements entered into with any Governmental Authority, or any similar form of decision of, or determination by, or any interpretation, policy or administration or order issued by any Governmental Authority of any of the foregoing, in each case having the force of law and as is applicable to the Company;

“**Articles**” means these Articles of Association of the Company, as originally framed and as amended from time to time and which is in force for the time being;

“**Board**” or “**Board of Directors**” shall mean the board of directors of the Company;

“**Chairman**” shall mean the chairman of the Board of Directors;

“**Charter Documents**” shall mean these Articles along with the Memorandum of Association, as amended from time to time;

“**Company**” shall mean Metropolis Healthcare Limited, a public limited company incorporated under the 1956 Act;

“**Contract**” shall mean, with respect to a Person, any agreement, contract, subcontract, lease, understanding, instrument, note, warranty, insurance policy, benefit plan or legally binding commitment or undertaking of any nature, whether written or oral, entered into by or on behalf of such Person;

“**Director**” shall mean a director on the Board;

“**Depositories Act**” shall mean the Depositories Act, 1996 and shall include any statutory modification or re-enactment thereof;

“**Dividend**” shall include interim dividends;

“**Encumbrances**” means, any claim, mortgage, charge (fixed or floating), non-disposal undertaking, escrow, power of attorney (by whatever name called), pledge, lien, hypothecation, option, power of sale, right of pre-emption, right of first refusal, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or any other security interest of any kind, including retention arrangements and any agreement or obligation to create any of the foregoing, or encumbrance of any kind, or contract to give or refrain from giving any of the foregoing;

“**Equity Shares**” or “**Shares**” shall mean equity shares of the Company having a par value of INR 2 (Indian Rupees Two) per equity share and one vote per equity share;

“**Financial Statements**” shall mean the audited as well as unaudited balance sheet, profit and loss account statement and cash flows statement of the Company and the Subsidiaries;

“**Financial Year**” shall mean the period commencing April 1 each year and ending on March 31 the next year, or subject to Applicable Law, such other period as may be determined by the Board of Directors of the Company to be the Financial Year for the Company;

“**GAAP**” shall mean, the generally accepted accounting principles, standards and practices as applicable in the relevant jurisdiction;

“**General Meeting**” shall mean an annual general meeting or extra-ordinary general meeting of the Shareholders of the Company, convened and held in accordance with the Act and these Articles;

“**Governmental Authority**” shall mean any entity, authority or body exercising executive, legislative, judicial, regulatory, statutory or administrative functions of or pertaining to government, including any

government authority, agency, department, board, commission or instrumentality of India or any political subdivision thereof, or of any other jurisdiction relevant to the Company, its Business or the transactions contemplated under these Articles, any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange;

“**Independent Director**” shall mean the independent director as defined in the Act and the Listing Regulations;

“**INR**” or “**Indian Rupees**” means the lawful currency of India;

“**Indian GAAP**” shall mean, the generally accepted accounting principles, standards and practices as applicable in India;

“**Ind AS**” shall mean the Indian Accounting Standards;

“**Listing Regulations**” shall mean the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

“**Member**” shall mean the member of the Company holding Share or Shares of any class and whose name is entered in the Register of Members of the Company, and shall comprise the subscribers/signatories to the Memorandum of Association and these Articles, so long as such subscribers/signatories are existing Shareholders of the Company and such other persons, as the Board shall admit as members of the Company from time to time, and beneficial owners as defined in Article 6;

“**Person**” means any individual, entity, joint venture, company (including a limited liability company), corporation, partnership (whether limited or unlimited), proprietorship, trust (including its trustee or beneficiaries) or other enterprise (whether incorporated or not), Hindu undivided family, union, association of persons, Governmental Authority, and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees and the beneficiary or beneficiaries from time to time;

“**Registrar**” shall mean the Registrar of Companies, from time to time having jurisdiction over the Company;

“**Relative**” shall mean a relative as defined in section 2 (77) of the Companies Act, 2013 and rules prescribed thereunder;

“**Related Parties**” or “**Related Party**” shall have the meaning assigned to it under section 2(76) of the Act and any other applicable provision of the Act;

“**Related Party Transaction**” shall mean those transactions which are defined under Section 188 of the Act;

“**Rules**” shall mean the rules made under the Act and notified from time to time;

“**Securities**” shall mean the securities as defined in clause (h) of Section 2 of the Securities Contracts (Regulation) Act, 1956;

“**Share**” means a Share in the Share Capital of the Company and includes stock except where a distinction between stock and Share is expressed or implied;

“**Shareholders**” shall mean any holder of Shares of the Company;

“**Share Capital**” means the issued, subscribed and paid up share capital of the Company on a Fully Diluted Basis and shall include the Share Equivalents;

“**Share Equivalents**” shall mean preference shares, debentures, bonds, loans, warrants, options, depositary receipts, debt securities, loan stock, notes, or any other instruments, securities or certificates

which are convertible into or exercisable or exchangeable for, or which carry a right to, or any right to, subscribe to or purchase any equity or preference shares of the Company or which represent or bestow any beneficial ownership/interest in the Share Capital or the voting rights in the Company or any other rights which are otherwise available to only equity shareholders of a company (including, any distribution rights) as currently existing or as may be issued by the Company from time to time;

“**Special Resolution**” shall have the meaning assigned to it under Section 114 of the Act;

“**Subsidiary(ies)**” shall have the meaning assigned to it under Section 2(87) of the Act;

“**Transfer**” means selling, giving, assigning, transferring any interest in trust, Encumbrance, mortgage, alienation, encumber, grant a security interest in, amalgamate, merge or suffer to exist (whether by operation of Law or otherwise) any Encumbrance on, or in any other way dispose off (by transfer of an economic interest, creation of derivative security or otherwise) any securities, shares or interests or any right, title or interest therein or otherwise dispose of securities, shares or interests in any manner whatsoever voluntarily or involuntarily or whether directly or indirectly; and

“**Tribunal**” means the National Company Law Tribunal constituted under Section 408 of the Act.

### **Interpretation**

Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;

Unless the context of these Articles otherwise requires:

- (i) reference to an individual who is a Shareholder includes his executors, administrators and personal representatives. In the event of transmission of Equity Shares of an individual who is a shareholder, the Person to whom such Equity Shares are transmitted shall also be deemed to be bound by the terms and conditions of these Articles;
- (ii) any reference to Rs. or INR is to Indian Rupees;
- (iii) any reference to a document is to that document as amended, varied or novated from time to time otherwise than in breach of these Articles or that document;
- (iv) words using the singular or plural number also include the plural or singular number, respectively;
- (v) words of any gender are deemed to include the other gender;
- (vi) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to these Articles or specified Article of these Articles, as the case may be;
- (vii) the term “Article” refers to the specified Article of these Articles;
- (viii) reference to any legislation or law or to any provision thereof shall include references to any such law and any amendments, supplements, re-enactments or modifications thereto made from time to time and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- (ix) reference to the word “include” shall be construed without limitation;
- (x) notwithstanding anything to the contrary, any time limits specified in any provision of these Articles, within which any Party is required to perform any obligations or complete any activity, shall be extended by such period as may be required to comply with any requirement of the Applicable Law including those laws relating to foreign investment, provided that, the Party that is required to comply with such law shall act in good faith and take all necessary steps to ensure compliance with such law within the minimum time possible while keeping in

consideration that time is of the essence in the performance of the Parties' respective obligations;

- (xi) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;
- (xii) terms defined elsewhere in these Articles shall, unless otherwise indicated, have the meaning so ascribed to them;
- (xiii) any reference in these Articles, to consent or approval or similar connotation, unless expressly stated otherwise, shall be in writing, and shall include facsimile communications;
- (xiv) whenever these Articles refer to a number of days, such number shall refer to calendar days as per the Gregorian calendar, unless otherwise specified; and
- (xv) the words "directly or indirectly" mean directly, or indirectly through one or more intermediary Persons, or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.

### **3. PUBLIC COMPANY**

The Company is a public company within the meaning of Section 2(71) of the Act.

### **4. SHARE CAPITAL**

- (a) The authorised Share Capital of the Company shall be as set forth in Clause V of the Memorandum of Association of the Company and shall have the rights, privileges, and conditions attached herewith, as are provided by these Articles with power to increase and/or reduce the Share Capital and divide the Share Capital into several classes and to attach thereto respectively such differential, preferential, qualified or special rights, privileges, or conditions, as may be determined by or in accordance with these Articles and to modify the conditions in such manner as may be permitted by Applicable Laws and these Articles.
- (b) Subject to the provisions of these Articles, the Company may by a resolution passed at a General Meeting increase the authorised or issued or paid up Share Capital or reduce the Share Capital or otherwise amend the Memorandum and these Articles in accordance with the provisions of the Act and the provisions of these Articles.
- (c) The paid up Share Capital shall be at all times at least a minimum of such amount as may be prescribed under the Act.
- (d) The Company may issue the following kinds of Shares in accordance with these Articles, the Act, the Rules and other Applicable Laws:
  - (a) Equity Share Capital-
    - (i) with voting rights; or
    - (ii) with differential rights as to dividend, voting or otherwise in accordance with such rules as may be prescribed; and
  - (b) Preference Share Capital.
- (e) If at any time Share Capital is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of the issue of the Shares of that class) may, subject to these Articles and the provisions of section 48 of the Act, and whether or not the Company is being wound-up, be varied with the consent in writing of the holders of 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 Shares of that class, as prescribed by the Act.

- (f) To every such separate meetings as referred in 4(e) above, the provisions of these Article relating to General Meetings shall *mutatis mutandis* apply.
- (g) 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.
- (h) Subject to these Articles and the provisions of section 55 of the Act, any preference shares may, with the sanction of a special resolution, be issued or re-issued on the terms that they are, or at the option of the Company are liable, to be redeemed on such terms and in such manner as the Company before the issue of the Shares may, determine.
- (i) The Board may allot and issue Shares of the Company as payment or part payment 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 or about the formation of the Company or the acquisition and/or in the conduct of its business or for any goodwill provided to the Company; and any Shares which may be so allotted may be issued as fully/partly paid up Shares and if so issued shall be deemed as fully/partly paid up Shares. However, the aforesaid shall be subject to the approval of Shareholders under the relevant provisions of the Act and Rules.
- (j) The amount payable on application on each Share shall not be less than five percent of the nominal value of the Share or, as may be specified by SEBI.
- (k) Nothing herein contained shall prevent the Directors from issuing fully paid up Shares either on payment of the entire nominal value thereof in cash or in satisfaction of any outstanding debt or obligation of the Company.
- (l) The fully paid Shares shall be free from all lien and that in the case of partly paid Shares the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such Shares.
- (m) Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new Equity 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.
- (n) Any application signed by or on behalf of an applicant for Shares in the Company, followed by an allotment of any Equity 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 purposes of these Articles be a Shareholder.
- (o) The money, (if any), which the Board shall, on the allotment of any Shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any Shares allotted by them, shall immediately on the insertion of the name of the allottee, in the Register of Members as the name of the holder of such Equity Shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.
- (p) Except as required by Applicable Law, no Person shall be recognized by the Company as holding any Shares upon any trust, and the Company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof), any equitable, contingent, future or partial interest in any Shares, or any interest in any fractional part of a Share or (except only as by these Articles or by Applicable Law otherwise provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered Shareholder.
- (q) Except so far as otherwise provided by the conditions of the issue or by these presents, any capital raised by the creation of new Equity 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.

- (r) All the provisions of these Articles shall apply to the Shareholders of the Company.
- (s) Subject to the provisions of these Articles, the Company shall have the power, subject to and in accordance with the provisions of Section 54 of the Companies Act, 2013 and other relevant regulations in this regard from time to time, to issue sweat equity shares to its employees and/or Directors on such terms and conditions and in such manner as may be prescribed by Applicable Law from time to time.
- (t) Subject to the provisions of these Articles, the Share Capital shall be under the control of the Board who may, subject to Applicable Law, issue, allot or otherwise dispose of the same to such Persons, on such terms and conditions and at such time as the Board thinks fit with full power to give to any Person the option to call for any Shares or other Securities either at par or at a premium and for such consideration as the Board thinks fit. Subject to these Articles and the Act, the Directors shall have the power, from time to time, to increase and to consolidate or divide the Share Capital in the original or any additional Share Capital into different classes and attach thereto at its discretion any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividends, capital, voting or otherwise, as may be determined by or in accordance with the provisions hereof and to vary, modify or abrogate any such right, privilege, or condition, or restriction in such manner as may for the time being be permitted in accordance with the provisions hereto or the legislative provisions for the time being in force.
- (u) Subject to the provisions of these Articles, and subject to the provisions of section 68 to 70 and other applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own Equity Shares or other specified securities.

## **5. SECURITIES**

The Company shall, subject to the applicable provisions of the Act, compliance with Applicable Law and the consent of the Board, have the power to issue Securities on such terms and in such manner as the Board deems fit including their conversion, repayment, and redemption whether at a premium or otherwise.

## **6. DEMATERIALISATION OF SECURITIES**

### **Definitions**

For the purpose of this Article:

- (a) “Beneficial Owner” means a person or persons whose name is recorded as such with a Depository;
- (b) “SEBI” means the Securities and Exchange Board of India;
- (c) “Depository” means a company formed and registered under the Companies Act, 2013, or any previous law, and which has been granted a certificate of registration to act as a depository under the Securities and Exchange Board of India Act, 1992 and the rules and regulations made thereunder; and
- (d) “Security” means such security as may be specified by SEBI from time to time.

The Company shall be entitled to dematerialise the Share Capital and to offer Securities in a dematerialised form in accordance with the Depositories Act, 1996, the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996 and other Applicable Law. The Company shall, on a request made by a beneficial owner, rematerialise Securities which are in dematerialised form.

Notwithstanding anything in the Act or these Articles to the contrary, where Securities are held in a depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of digital storage devices or any other mode as prescribed by Applicable Law from time to time.

Nothing contained in Section 56 of the Act or these Articles shall apply to a Transfer of securities effected by a transferor and transferee both of who are entered as beneficial owners in the records of a depository.

Notwithstanding anything in the Act or these Articles, where Securities are dealt with by a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such Securities.

Nothing contained in the Act or these Articles regarding the necessity to have distinctive numbers for Securities issued by the Company shall apply to Securities held with a depository.

All Securities held by a Depository shall be dematerialised and shall be in a fungible form.

Notwithstanding anything to the contrary contained in the Act or these Articles, a depository shall be deemed to be the registered owner for the purposes of effecting any Transfer of ownership of Shares on behalf of the beneficial owners.

Save as otherwise provided in above, the Depository as the registered owner of the Securities shall not have any voting rights or any other rights in respect of Securities held by it.

Every Person holding Securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be the owner of such Securities and shall also be deemed to be a Shareholder of the Company. The beneficial owner of the Securities shall be entitled to all the liabilities in respect of his Securities which are held by a depository.

## **7. SHARES AND SHARE CERTIFICATES**

- (a) The Company shall issue, re-issue and issue duplicate share certificates in accordance with the provisions of the Act and in the form and manner prescribed under the Companies (Share Capital and Debentures) Rules, 2014.
- (b) A duplicate certificate of Shares may be issued, if such certificate:
  - (i) is proved to have been lost or destroyed; or
  - (ii) has been defaced, mutilated or torn and is surrendered to the Company.
- (c) A certificate, issued under the common seal of the Company, specifying the Shares held by any Person shall be prima facie evidence of the title of the Person to such Shares. Where the Shares are held in dematerialised form, the record of depository shall be the prima facie evidence of the interest of the Beneficial Owner.
- (d) If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, 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 deems adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under the Articles shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rupees twenty (20) for each certificate) as the Directors shall prescribe. Provided that, no fee shall be charged for issue of a new certificate in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

Provided that notwithstanding what is stated above, the Directors shall comply with the applicable provisions of the Act and Law including rules made under the Securities Contracts (Regulation) Act, 1956, as amended or any other Act, or rules applicable in this behalf.

The provisions of this Article shall *mutatis mutandis* apply to the debentures of the Company.

- (e) The provisions of this Article shall *mutatis mutandis* apply any other Securities of the Company.
- (f) When a new share certificate has been issued in pursuance of sub-article (d) of this Article, it shall be in the form and manner stated under the Companies (Share Capital and Debentures) Rules, 2014.
- (g) Where a new share certificate has been issued in pursuance of sub-articles (d) or (f) of this Article, particulars of every such share certificate shall be entered in a Register of Renewed and Duplicate Certificates maintained in the form and manner specified under the Companies (Share Capital and Debentures) Rules, 2014.
- (h) All blank forms to be used for issue of share certificates shall be printed and the printing shall be done only on the authority of a Resolution of the Board. The blank forms shall be consecutively machine-numbered and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the company secretary or of such other person as the Board may authorize for the purpose and the company secretary or the other person aforesaid shall be responsible for rendering an account of these forms to the Board.
- (i) The company secretary shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates including the blank forms of the share certificate referred to in sub-article (h) of this Article.
- (j) All books referred to in sub-article (i) of this Article, shall be preserved in the manner specified in the Companies (Share Capital and Debentures) Rules, 2014.
- (k) In respect of any Share or Shares held jointly by several persons, the Company shall not be bound to issue more than one share certificate for all such holders. If any Share stands in the names of 2 (two) or more Persons, the Person first named in the Register Of Members shall as regards receipt of dividends or bonus, or service of notices and all or any other matter connected with the Company except voting at meetings and the transfer of Shares, be deemed the sole holder thereof, but the joint holders of a Share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such Shares, and for all incidents thereof according to these Articles.
- (l) Except as ordered by a court of competent jurisdiction or as may be required by Law, the Company shall be entitled to treat the Shareholder whose name appears on the Register of Members as the holder of any Share or whose name appears as the beneficial owner of Shares in the records of the Depository, as the absolute owner thereof and accordingly shall not be bound to recognise any benami, trust or equity or equitable, contingent or other claim to or interest in such Share on the part of any other Person whether or not he shall have express or implied notice thereof. The Board shall be entitled at their sole discretion to register any Shares in the joint names of any 2 (two) or more Persons or the survivor or survivors of them.
- (m) Subject to applicable provisions of the Act, the Company shall issue certificates or receipts or advices, as applicable, of subdivision, split, consolidation, renewal, exchanges, endorsements, issuance of duplicates thereof or issuance of new certificates or receipts or advices, as applicable, in cases of loss or old decrepit or worn out certificates or receipts or advices, as applicable within a period of 30 (thirty) days from the date of such lodgement.

## **8. FURTHER ISSUE OF CAPITAL**

- (a) Where at any time, in terms of Section 62 of the Act, the Company proposes to increase its

subscribed capital by the issue of further Shares, such Shares shall be offered—

- (i) to 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 following conditions, namely:
    - a. the offer shall be made by notice specifying the number of Shares offered and limiting a time, as prescribed under the Act, from the date of the offer within which the offer, if not accepted, shall be deemed to have been declined;
    - b. 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 clause (i) above shall contain a statement of this right; and
    - c. after the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the Person to whom such notice is given that he declines to accept the Shares offered, the Board may dispose of them in such manner which is not disadvantageous to the Members and the Company.
  - (ii) to employees under a 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 Law; or
  - (iii) to any persons, if it is authorised by a Special Resolution, whether or not those Persons include the Persons referred to in clause (i) or clause (ii) above, 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 compliance with conditions specified under the Act and the Rules.
- (b) The notice referred to in sub-clause a. of clause (i) of sub-article (a) shall be dispatched through registered post or speed post or through electronic mode to all the existing Shareholders at least 3 (three) days before the opening of the issue.
- (c) Nothing in this Article shall apply to the increase of the subscribed capital of a Company caused by the exercise of an option as a term attached to the Debentures issued or loan raised by the Company to convert such Debentures or loans into Shares in the Company:
- Provided that the terms of issue of such Debentures or loan include a term providing for such an option have:
- (i) In the case of debentures or loans or other than debentures issued to, or loans obtained from the Government or any institution specified by the Central Government in this behalf, has also been approved by a Special Resolution passed by the Company in a General Meeting.
- (d) The provisions contained in this Article shall be subject to Section 42 and Section 62 of the Act, the Rules and the applicable provisions of the Act.
- (e) Provided that notwithstanding anything hereinbefore contained the further Shares aforesaid may be offered to any persons, whether or not those persons include the persons referred in this Article 8, in any manner whatsoever,
- (i) if a Special Resolution to that effect is passed by the Company in General Meetings; or
  - (ii) where no such Special Resolution is passed, if the votes cast (whether on a show of

hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in that General Meeting (including the casting vote, if any, of the Chairman) by the Members who, being entitled to do so, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by Members, so entitled and voting.

**9. REDUCTION OF SHARE CAPITAL**

The Company may, subject to the applicable provisions of the Act, from time to time, reduce its Capital, any capital redemption reserve account and the securities premium account in any manner for the time being authorized by Law. This Article is not to derogate any power the Company would have under Law, if it were omitted.

**10. ALTERATION OF CAPITAL**

Subject to these Articles and Section 61 of the Act, the Company may, by Ordinary Resolution in General Meeting from time to time, alter the conditions of its Memorandum as follows, that is to say:

- (a) it may increase its Share Capital by such amount as it thinks expedient.
- (b) reclassify unissued preference Share Capital into Equity Share Capital and vice versa.
- (c) consolidate and divide all or any of its Share Capital into shares of a larger amount than its existing Shares.

Provided that no consolidation and division which results in changes in the voting percentage of Shareholders shall take effect unless it is approved by the Tribunal on an application made in the prescribed manner.

- (d) convert all or any of its fully paid-up Shares into stock, and reconvert that stock into fully paid-up Shares of any denomination.
- (e) 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.
- (f) cancel Shares which, at the date of the passing of the resolution in that behalf, 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. Such cancellation of Shares shall not be deemed to be a reduction of Share Capital.
- (g) The Company shall have power, subject to and in accordance with all applicable provisions of the Act and Articles, to purchase any of its own fully paid Shares whether or not they are redeemable and may make payment out of Share Capital in respect of such purchase.
- (h) Subject to Applicable Law (including the Act), the Company may issue Shares; either equity or any other kind with non-voting rights and the resolution authorizing such issue shall prescribe the terms and conditions of that issue.

**11. COMMISSION AND BROKERAGE**

- (a) Subject to the applicable provisions of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe or procuring or agreeing to procure subscription, (whether absolutely or conditionally), for any Securities in accordance with the provisions of the Act.
- (b) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid Shares or partly in one way and partly in the another.

## 12. SHARES AT THE DISPOSAL OF THE DIRECTORS

- (a) Subject to the provisions of Section 62 and other applicable provisions of the Act, and these Articles, the Shares in the Share Capital of the Company for the time being (including any Shares forming part of any increased Share Capital of the Company) shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to Persons in such proportion and on such terms and conditions and either at a premium, at par or at a discount (subject to compliance with Section 53 and Section 54 of the Act) at such time as they may, from time to time, think fit and with the sanction of the Company in the General Meeting to give to any Person or Persons the option or right to call for any Shares of the Company either at par or premium during such time and for such consideration as the Board thinks fit and may issue and allot Shares of the Company in the capital of the Company on payment in full or part of any property sold and transferred or for any, services rendered to the Company in the conduct of its business and any Shares of the Company which may be so allotted may be issued as fully paid up Shares of the Company and if so issued, shall be deemed to be fully paid up Shares. Provided that option or right to call of Shares of the Company shall not be given to any Person or Persons without the sanction of the Company in the General Meeting.
- (b) If, by the conditions of allotment of any Share, the whole or part of the amount 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, shall be the registered holder of the Shares or by his executor or administrator.
- (c) Every Shareholder, 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 the Articles require or fix for the payment thereof.
- (d) In accordance with the applicable provisions of the Act and the rules:
  - (i) Every Shareholder or allottee of Shares shall be entitled without payment, to receive one or more certificates specifying the name of the Person in whose favour it is issued, the Shares to which it relates and the amount paid up thereon. Such certificates shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or its fractional coupon of requisite value, save in cases of issue of share certificates against letters of acceptance or of renunciation, or in cases of issue of bonus shares. Such share certificates shall also be issued in the event of consolidation or sub-division of Shares of the Company. Every such certificate shall be signed by either 2 (two) Directors or by a Director and company secretary or any other person authorised by the Board and such certificate shall be issued under the Seal of the Company which shall be affixed in the presence of persons required to sign the same. Particulars of every share certificate issued shall be entered in the Register of Members against the name of the Person, to whom it has been issued, indicating the date of issue. For any further certificate, the Board shall be entitled, but shall not be bound to prescribe a charge not exceeding Rupees Twenty (20).
  - (ii) Every Shareholder shall be entitled, without payment, to one or more certificates, in marketable lots, for all the Shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such Shares and the Company shall complete and have ready for delivery such certificates within 2 (two) months from the date of allotment, or within 1 (one) month of the receipt of instrument of transfer, transmission, sub-division, consolidation or renewal of its Shares as the case may be. Every certificate of Shares shall be in the form and manner as specified in these Articles and in respect of a Share or Shares held jointly by several Persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate of Shares to the first named joint holder shall

be sufficient delivery to all such holders.

- (iii) Every certificate shall be under the seal and shall specify the number and distinctive numbers of Shares in respect of which it is issued and the amount paid-up thereon and shall be in the prescribed form under Applicable Law.
- (iv) the Board may, at their absolute discretion, refuse any applications for the subdivision of share certificates, into denominations less than marketable lots except where sub-division is required to be made to comply with any statutory provision or an order of a competent court of law or at a request from a Shareholder or to convert holding of odd lot into transferable/marketable lot.
- (v) A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.

### 13. CALLS ON SHARES

- (a) Subject to the provisions of Section 49 and other applicable provisions of the Act, the Board may, from time to time, subject to the terms on which any Shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board, make such call as it thinks fit upon the Shareholders in respect of all money unpaid on the Shares held by them respectively and each Shareholder shall pay the amount of every call so made to him to the Company and at the times and places appointed by the Board and shall not give the option or right to call on Shares to any person except with the sanction of the Company in the General Meeting.
- (b) 30 (thirty) days' notice in writing at the least of every call (otherwise than on allotment) shall be given by the Company specifying the time and place of payment and if payable to any Person other than the Company, the name of the person to whom the call shall be paid, provided that before the time for payment of such call, the Board may by notice in writing to the Shareholders revoke the same.
- (c) 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 date is determined, the call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed and may be made payable by the Shareholders whose names appear on the Register of Members on such date or at the discretion of the Board on such subsequent date as shall be fixed by the Board. A call may be revoked or postponed at the discretion of the Board.
- (d) The Board may, from time to time, make calls upon the Shareholders in respect of any moneys unpaid on their Shares (whether on account of the nominal value of the Shares or by way of premium) or by the conditions of allotment thereof made payable at fixed times.
  - (i) Each Shareholder shall, subject to receiving at least 14 (fourteen) days' notice specifying the time or times and place of payment, pay to the Company, at time or times and place so specified, the amount called on his Shares.
  - (ii) A call may be revoked or postponed at the discretion of the Board.
- (e) A call in accordance with the Act on partly-paid Shares, is deemed to have been made at time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
- (f) A call shall be deemed to have been made at the time when the resolution of the Board of Directors authorizing such call was passed and may be made payable by those Members

whose names appear on the Register of Members on such date, or, at the discretion of the Directors on such subsequent date as shall be fixed by the Directors.

- (g) The Board may from time to time, at their discretion extend the time for the payment of any call and may extend such time as to payment of call for any of the Members, the Directors may deem entitled to such extension save as a matter of grace and favour.
- (h) If the sum payable in respect of any call or instalments be not paid on or before the day appointed for payment thereof, the holder for the time being or allottee of the Share(s) in respect of which a call shall have been made or the instalments shall be due shall pay interest on the same at such rate as the Directors shall fix from the day appointed for the payment thereof to the time of actual payment but the Directors may waive payment of such interest wholly or in part.
- (i) The joint Shareholders shall be jointly and severally liable to pay all calls in respect thereof.
- (j) If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the Person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at rate as the Board may determine.
- (k) The Board shall be at liberty to waive payment of any such interest wholly or in part.
- (l) Any sum which by the terms of issue of a Share becomes payable on allotment or at any fixed date, whether on account of nominal value of the Share or by way of premium, shall, for the purpose 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 become payable.
- (m) 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.
- (n) The Board-
  - (i) may, if it thinks fit, receive from any Shareholder willing to advance the same, all or any part of the moneys uncalled and unpaid upon any Shares held by him; and
  - (ii) upon all or any moneys advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate (per cent annum), as may be agreed upon between the Board and the Shareholder paying the sum in advance.
- (o) The Board may, if it thinks fit (subject to the provisions of the Act) agree to and receive from any Member willing to advance the same whole or any part of the moneys due upon the Shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the Shares in respect of which such advance has been made, the company may pay interest at such rate, as the Member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced.

However, no Member shall be entitled to voting rights in respect of the money(ies) so paid by him until the same would but for such payment, become presently payable.
- (p) The Members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.
- (q) 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.

- (r) The provisions of these Articles shall *mutatis mutandis* apply to the calls on debentures of the company.

On trial or hearing of any action for the recovery of money due for any call, it shall be sufficient to prove that the name of the Member sued is entered in the register of the holder of the Shares in respect of which such debts accrued, that the resolution making the calls was duly given to the Members sued, in pursuance of these Articles and it shall not be necessary to prove the appointment of the Directors who made such calls, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of debt.

#### **14. BORROWINGS**

Subject to the provisions of these Articles and subject to Applicable Laws:

- (a) the Board may from time to time at their discretion raise or borrow from the Directors, Members, or other Persons any sum or sums or money for the purpose of the Company at such interest and/or upon such security or conditions as they may consider proper or expedient.
- (b) the Board may raise or secure the payment of repayment of such sum or sums in such manner and upon such terms and conditions in all respect as they think fit and in particular by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for time being.
- (c) debentures, debenture stock, bonds or other securities may be made assignable free from any equities, between the Company and the Person to whom the same be issued.
- (d) subject to the provisions of the Act, any debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into Shares of any denomination and with any special privileges to redemption, surrender, drawings, allotment of Shares, attendance in General Meetings, appointment of Directors or otherwise.

Debentures with the right to conversion into or allotment of Shares shall be issued only with the consent of the company in the General Meeting by a Special Resolution.

#### **15. LIEN ON SHARES/DEBENTURES**

Subject to the provisions of these Articles, the Company shall have first and paramount lien upon all Shares/debentures (other than fully paid up Shares/ debentures) 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 such Shares/ debentures, and no equitable interest in any Share shall be created except upon the footing and condition that this Article will have full effect and such lien shall extend to all dividends and bonuses from time to time declared in respect of such Shares/debentures.

Unless otherwise agreed, the registration of a Transfer of such Shares/debentures shall operate as a waiver of the Company's lien if any, on such Shares/debentures. The Board may at any time declare any Shares/debentures wholly or in part to be exempt from the provisions of this Article.

Subject to the provisions of these Articles, the Shares of any Member who is indebted to the Company may be sold by a resolution of the Board to satisfy the Company's lien thereon and be transferred to the name of the purchaser without the consent and notwithstanding any opposition on the part of the indebted Member with complete title of the Shares of any such Member which shall be sold and transferred against such indebted Member, and all Persons claiming under him whether he may be deemed to be the holder of such Shares, which shall stand discharged from all dues and calls made prior to such application of the purchase and the purchaser by virtue of such sale and Transfer shall not

be bound to see the application of the purchase money not his title to the Shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.

The Company lien, if any, on a Share shall extend to all dividends payable thereon and 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 –

- (i) Unless a sum in respect of which the lien exists is presently payable, or
- (ii) Until the expiration of 14 (fourteen) 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 Shareholder for the time being of the Share or the Person entitled thereto by reason of his death or insolvency.

To give effect to any such sale, the Board may authorize some Person to transfer the Shares sold to the purchaser thereof.

- (i) The purchaser shall be registered as the Shareholder of the Shares comprised in any such Transfer.
- (ii) 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 irregularity or invalidity in the proceedings in the reference to the sale.

The proceeds of the 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.

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.

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 any statute) 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.

## **16. TRANSFER OF SHARES**

- (a) Without prejudice to any other provisions in the Articles and in particular to the provisions contained in subsequent clauses of this Article and subject to the provisions of Section 56 of the Act, the shares of the Company are freely transferable including the right to create encumbrance by lien, pledge or otherwise by the holder thereof.
- (b) A common form of transfer shall be used for the purpose of transfer of Shares. The instrument of transfer of any Share in the Company shall be executed by or on behalf of both the transferor and transferee. Subject to the provisions of Section 56 of the Act, the rules prescribed there under and these Articles, the Shares in the Company shall be transferred by an instrument in writing in the prescribed form and duly stamped and delivered to the Company within the period prescribed in the Act and provisions of Section 56 of the Act shall be duly complied with in respect of all transfers of Shares and registration thereof.
- (c) The transferor shall be deemed to remain a Shareholder until the name of the transferee is entered in the Register of Members in respect thereof.
- (d) The Board may, subject to the right of appeal conferred by section 58 of the Act, decline to register-

- (i) the transfer of a Share, not being a fully paid up Share, to a Person of whom they do not approve; or
  - (ii) any transfer of Shares on which the Company has a lien.
- (e) The Board may also decline to recognise any instrument of transfer unless-
- (i) the instrument of transfer is accompanied by the certificate of the Shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
  - (ii) the instrument of transfer is in respect of only one class of Shares.
- (f) Subject to the provisions of section 91 of the Act, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine. Provided that such registration shall not be suspended for more than 30 (thirty) days at any one time or for more than 45 (forty-five) days in the aggregate in any year.
- (g) No fee shall be payable to the Company, in respect of the registration of transfer or transmission of Shares, or for registration of any power of attorney, probate, letters of administration and succession certificate, certificate of death or marriage or other similar documents, sub division and/or consolidation of Shares and debentures and sub-divisions of letters of allotment, renounceable letters of right and split, consolidation, renewal and genuine transfer receipts into denomination corresponding to the market unit of trading.
- (h) Subject to the provisions of these Articles and any other Law for the time being in force, the Directors 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 securities or interest of a Member in the Company and shall within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, communicate the same to the transferee and transferor or to the person giving notice of such transmission, as the case may be, giving reasons for such refusal.
- Provided that, 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.
- (i) A transfer of a Share in the Company of a deceased Member thereof made by his legal representative shall, although the legal representative is not himself a Member be valid as if he had been a Member at the time of the execution of the instrument of transfer.

## **17. TRANSMISSION OF SHARES**

- (ii) On the death of a Shareholder, the survivor or survivors where the Shareholder was a joint Shareholder, and his legal representatives where he was a sole Shareholder, shall be the only Persons recognized by the Company as having any title to his interest in the Shares.
- (iii) Nothing in (a) above shall release the estate of a deceased joint Shareholder from liability in respect of any Share which had been jointly held by him with other Persons.
- (iv) Any Person becoming entitled to a Share in consequence of the death or insolvency of any Shareholder 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 –
  - (i) To be registered himself as a Shareholder; or
  - (ii) To make such transfer of the Share as the deceased or insolvent Shareholder could have made.

- (v) 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 Shareholder had transferred the Share before his death or insolvency.
- (vi) If the Person so becoming entitled shall elect to be registered as a Shareholder himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
- (vii) If the Person aforesaid shall elect to transfer the Share, he shall testify his election by executing a transfer of the Share.
- (viii) All the limitations, restriction and provisions of these Articles relating to the right of transfer and the registration of transfers of Shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the Shareholder had not occurred and the notice or transfer were a transfer signed by that Shareholder.
- (ix) A Person becoming entitled to a Share by reason of death or insolvency of the Shareholder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered Shareholder, except that he shall not, before being registered as a Shareholder in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to the 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 90 (ninety) days, the Board may thereafter withhold payments of all dividends, bonuses or money payable in respect of the Share, until the requirements of the notice have been complied with.

- (x) The Company shall be fully indemnified by such person from all liabilities, if any, by actions taken by the Board to give effect to registration or transfer.

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.

## **18. COMPANY NOT LIABLE TO NOTICE OF EQUITABLE RIGHTS**

The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of Shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Transfer) to the prejudice of persons having or claiming any equitable rights, title or interest in the said Shares, notwithstanding that the Company may have had notice of such equitable rights referred thereto in any books of the Company and the Company shall not be bound by or required to regard or attend to or give effect to any notice which may be given to it of any equitable rights, 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 but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit

## **19. FORFEITURE OF SHARES**

- (a) If any Member fails to pay the whole or any part of any call or instalment or any money due in respect of any Shares either by way of principle or interest on or before the day appointed for the payment of the same, the Directors may, at any time thereafter, during such time as the call or instalment or any part thereof of other money as aforesaid remain unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such Member or on the person (if any) entitled to the Shares by transmission, requiring him to pay such call or instalment or such part thereof or other moneys as remain unpaid together with any interest that may have accrued and all expenses (legal or otherwise) that may have been incurred by the Company by reason of such non-payment.

- (b) The notice aforesaid shall-
- (i) name a further day (not being earlier than the expiry of 14 (fourteen) days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
  - (ii) 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 will be liable to be forfeited.
- (c) If the requirements of any such notice as aforesaid are not be complied with, any Share in respect of which such notice has been given, may at any time, thereafter before payment of all calls, instalments, other money due in respect thereof, interest and expenses as 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 or any other money payable in respect of the forfeited Share and not actually paid before the forfeiture subject to the applicable provisions of the Act. There shall be no forfeiture of unclaimed dividends before the claim becomes barred by Applicable Law.
- (d) When any Share shall have been so forfeited, an entry of the forfeiture, with the date thereof, shall be made in the Register of Members and notice of the forfeiture shall be given to the Member in whose name they stood immediately prior to the forfeiture but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any entry as aforesaid.
- (e) Any Share so forfeited shall be deemed to be the property of the Company and may be sold, re-allotted 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 shall think fit.
- (f) A Person whose Shares have been forfeited shall cease to be a Shareholder in respect of the forfeited Shares, but shall, notwithstanding the forfeiture, remain liable be liable to pay and shall forthwith pay to the Company all calls, instalments, interest, expenses and other moneys owing upon or in respect of such Shares at the time of forfeiture together with interest thereon from the time of the forfeiture until payment at such rates as the Directors may determine and the Directors may enforce the payment of the whole or a portion thereof as if it were a new call made at the date of forfeiture but shall not be under any obligation to do so.
- (g) The liability of such Person shall cease if and when the Company shall have received payment in full of all such moneys in respect of the Shares.
- (h) A duly verified declaration in writing that the declarant is a Director, the manager or the company 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.
- (i) The forfeiture of a Share shall involve the extinction at the time of the forfeiture of all interest and claims and demands against the Company in respect of the Shares forfeited and all other rights incidental to the Share, except only such of those right as by these presents are expressly saved.
- (j) The Directors 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 and conditions as has been agreed to, between the parties.
- (k) Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some Person to execute an instrument of 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 the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, 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 and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

- (l) The Company may receive the consideration, if any, given for the Share on any sale 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.
- (m) The transferee shall thereupon be registered as the Shareholder 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 or disposal of the Share.
- (n) The Board may, at any time before any Share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof, upon such conditions as it thinks fit.
- (o) 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.

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

## **20. CONVERSION OF SHARES INTO STOCK**

- (a) The Company may, by ordinary resolution in General Meeting may-
  - (i) Convert any paid up Shares into stock; and
  - (ii) Reconvert any stock into paid up Shares of any denomination.
- (b) The holder of the stock may transfer the same or any part thereof in the same manner as, and subject to the Articles under which, the Share 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.

- (c) The holders of the 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.
- (d) Such of the Articles of the Company (other than those relating to share warrants), as are applicable to paid up Shares shall apply to stock and the words “Share” and “Shareholder” in those Articles shall include “stock” and “stockholder” respectively

## **21. RIGHT TO ISSUE SHARE WARRANTS**

The Company may issue share warrants subject to, and in accordance with the provisions of the Act.

- (a) 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.

## **22. RIGHTS OF WARRANT HOLDERS**

- (a) The bearer of the share warrant may at any time deposit the warrant at the Office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right to signing a requisition, for calling a meeting of the Company, and of attending, and voting and exercising other privileges of a Member at any meeting held after the expiry of two (2) clear days from time of the deposit, as if his name were inserted in the Register as the holder of the shares included in the deposited warrant.
- (b) Not more than one person shall be recognized as the depositor of the share warrant.
- (c) The Company shall, on two (2) days written notice, return the deposited share warrant to the depositor.

Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant, sign a requisition for calling a meeting of the Company, or attend, or vote or exercise any other privileges of a Member at a meeting of the Company, or be entitled to receive any notice from the Company.

- (d) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register as the holder of the shares included in the warrant, and he shall be Member of the Company.

### **23. BOARD TO MAKE RULES**

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.

### **24. ISSUE OF BONUS SHARES**

The Company in its General Meeting may resolve to issue the bonus Shares to its Members subject to the applicable provisions of the Act and other laws as may be applicable in this behalf from time to time.

### **25. PROCEEDINGS AT GENERAL MEETING**

- (a) The Company shall, in addition to any other meetings hold a General Meeting which shall be called as its annual general meeting, at the intervals and in accordance with the provisions of the Act. All General Meetings including annual general meetings shall be convened by giving at least 21 (twenty one) days' clear notice to Shareholders or to the authorised representative of the Shareholders in respect of each meeting of the Shareholders, in writing or through electronic mode in such manner as may be prescribed under the Act. However, any General Meeting may be convened by giving a shorter notice than 21 (twenty one) days with the consent of the Shareholders representing 95% (ninety five percent) of the Members of the Company, in case of annual general meeting and with the consent of the Shareholders holding 95% (ninety five percent) of paid up capital of the Company in case of Extra ordinary General Meeting.
  - (i) All General Meetings other than annual general meetings shall be called extraordinary general meetings.
  - (ii) The quorum for the General Meeting shall be as prescribed in the Act.
  - (iii) The Board may, whenever it thinks fit, call an extraordinary General Meeting.
  - (iv) The Board shall, at the requisition made by such number of Members who hold, on the date of the receipt of the requisition, not less than one-tenth of such of the paid-up Share Capital of the company as on that date carries the right of voting, call an extraordinary General Meeting of the Company within the period of 21 (twenty one) days from the date of receipt of a valid requisition.

- (v) No business shall be transacted at any General Meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business.
- (vi) The Chairman of the Board shall preside as chairman at every General Meeting.
- (vii) If there is no such Chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairman of the meeting, the Directors present shall elect one of the Directors to be the chairman of the meeting.
- (viii) If at any meeting no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Shareholders present shall choose one of the Shareholders to be the chairman of the meeting.
- (ix) The chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (x) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (xi) When a meeting is adjourned for 30 (thirty) days or more, notice of adjourned meeting shall be given as in the case of an original meeting.
- (xii) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
  - i. On any business at any General Meeting, in case of an equality of votes, whether on a show of hands or electronically or a poll, the chairman shall have a second or casting vote.
  - ii. The chairman shall have a second or casting vote in a General Meeting.
  - iii. Any business other than that upon which poll has been demanded may be proceeded with, pending the taking of the poll.
  - iv. General Meetings shall be held in accordance with the provisions of the Act and these Articles of Association. Each Shareholder shall declare to the other Shareholder(s) any interest it has in a matter requiring its consent or on which it is intended to vote in the General Meeting.
  - v. The notice of each General Meeting shall specify the date, time and include an agenda setting out the business proposed to be transacted at the meeting, together with copies of all relevant papers connected therewith and/or proposed to be placed before or tabled at the General Meeting.
  - vi. The Company shall cause minutes of all proceedings of every General Meeting, of any class of Shareholders or creditors, and every resolution passed by postal ballot, to be kept in accordance with the provisions of Section 118 of the Act by preparing such minutes, within 30 (thirty) days of the conclusion of each such meeting, entries thereof in books kept for that purpose with their pages consecutively numbered. Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such books shall be dated and signed by the Chairman of the same meeting within the aforesaid period of 30 (thirty) days or in the event of the death or inability of the Chairman within that period, by a Director duly authorized by the Board for that purpose, in no case the minutes of the proceedings or a meeting shall be attached to any such book as aforesaid by pasting or otherwise. Any such minutes kept as

aforesaid shall be evidence of the proceedings recorded therein.

- (b) All General Meetings, resolutions put to the vote at the meeting shall be decided in accordance with the Act. Each Shareholder shall have one vote for each Equity Share held by it, and all Shareholders' matters shall be decided in accordance with the Act and the provisions contained in these Articles of Association. Shareholders or their proxies must submit the proxy form, duly completed at or prior to each General Meeting and in accordance with the Act.
- (c) The books containing the aforesaid minutes shall be kept at the registered office and be open for inspection by any Members without any charge, during 11.00 AM to 01.00 PM, to the inspection of any Member, on all working days, except Saturdays and Sundays, without charge subject to such reasonable restrictions as the Company may by these Articles or in General Meeting impose in accordance with Section 119 of the Act. Any Member shall be entitled to be furnished, within 7 (seven) days after he had made a request in that behalf to the Company with a copy of the minutes on payment of Rs.10 per page or part of any page. Provided that a Member who has made a request for provision of soft copy in respect of minutes of any previous General Meetings held during a period immediately preceding three financial years shall be entitled to be furnished, with the same free of cost.

## **26. VOTES OF MEMBERS**

- (a) Subject to the provisions of the Act:
  - (i) On a show of hands, every holder of Equity Shares entitled to vote and present in person shall have one vote and upon a poll every holder of Equity Shares entitled to vote and present in person or by proxy shall have voting rights in proportion to his Share in the paid-up equity Share Capital of the Company.
  - (ii) Every holder of a preference share in the Share Capital of Company shall be entitled to vote at a General Meeting of Company only in accordance with the limitations and provisions laid down in Section 47(2) of the Act:
- (b) Subject to the provisions of the Act and these Articles, votes may be given either personally or by proxy (only on poll) or in the case of a body corporate also by a representative duly authorized under Section 113 of the Act. A Member may exercise his vote at a General Meeting by electronic means in accordance with Section 108 of the Act and rules prescribed under the Act, the Listing Regulations and shall vote only once.
- (c) In case of joint Shareholders, the vote of the senior who tenders the vote, whether in a person or in a proxy, shall be accepted to the exclusion of votes of the other joint Shareholders.
- (d) For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members. Where there are several executors or administrators of a deceased Member in whose sole name any Shares stand, any one of such executors or administrators may vote in respect of such Shares unless any other of such executors is present at the meeting at which such vote is tendered and object to the votes in which case no such vote shall be exercised except with the unanimous consent of all the executors or administrators present.
- (e) Subject to the provisions of the Act, no Member shall be entitled to be present or to vote at any General Meeting either personally or by proxy or be reckoned in a quorum whilst any call or other sums shall be due and payable to the Company in respect of any of the Shares of such Member, or in regard to which the Company has exercised any right of lien.
- (f) No objection shall be raised to the qualification of any voter except at the meeting or adjourned 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.
- (g) Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

- (h) The instrument appointing proxy and the power of attorney or other authority, if any under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the Person named in the instrument proposes to vote, or in the case of the poll, not less than 24 hours before the time appointed for the taking of the poll; and in the default the instrument of proxy shall not be treated as valid. One Member shall be entitled to appoint only one proxy for his entire Shareholding.
- (i) An instrument appointing proxy shall be in Form MGT-11 as provided in Rule 19 of the Companies (Management and Administration) Rules, 2014.
- (j) 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 the authority under which the proxy was executed, or the transfer of the 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 at which the proxy is used.

## **27. BOARD OF DIRECTORS**

- (i) Subject to the applicable provisions of the Act, the number of Directors of the Company shall not be less than 3 (three) and not more than 15 (fifteen). The Company shall also comply with the provisions of the Companies (Appointment and Qualification of Directors) Rules, 2014 and the provisions of the Listing Regulations. The Board shall have an optimum combination of executive and Independent Directors with at least 1 (one) woman Director, and as may be prescribed by Law from time to time.

The first Directors of the Company are Sunil Seth and Kamal Shahani.

The Board shall have the power to determine the Directors whose period of office is or is not liable to determine by retirement of Directors by rotation.

- (ii) The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day to day.
- (iii) The remuneration payable to the Directors, including any managing or whole time Director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in General Meeting.
- (iv) Subject to provisions contained in Section 197 of the Act, if any Director be called upon to perform extra services or special exertions or efforts (which expression shall include work done by a Director as a Member of any committee formed by the Director(s) the Board may arrange with such Directors for such special remuneration for such extra services or special exertions or efforts either by a fixed sum or otherwise as may be determined by the Board and such remuneration may be either in addition to or in substitution for his remuneration, subject to provisions of the Act and confirmation by the Company in General Meeting.
- (v) If it is provided by any trust deed, security or otherwise, in connection with any issue of debentures of the Company that any person or persons shall have power to nominate a Director or Directors of the Company, then in the case of any and every such issue of debentures, the person or persons having such power may exercise such power from time to time and appoint a Director or Directors accordingly. Any Director so appointed is herein referred to as "Debenture Director". A Debenture Director may be removed from office at any time by the person or persons in whom for the time being is vested the power under which he was appointed and another Director may be appointed in his place. A Debenture Director shall not be bound to hold any qualification Shares. A Debenture Director shall not if so agreed by the company be liable to retire by rotation; but shall automatically cease to hold office as a

Director if and when the debentures are fully discharged.

- (vi) In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid all travelling, hotel and other expenses properly incurred by them-
  - (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meeting of the Company; or
  - (b) in connection with the business of the Company.
- (vii) The Directors need not hold any qualification Share.
- (viii) The Company may exercise the powers conferred by the Act with regard to having an official Seal for use abroad, and such powers shall be vested in the Board.
- (ix) The Company may exercise the powers conferred on it by section of the Act with regard to a keeping of a foreign register; and the Board may (subject to the provision of those sections) make and vary such regulation as it may think fit respecting the keeping of such register.
- (x) All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instrument, and all receipts for money paid to Company, shall be signed drawn, accepted, endorsed, or otherwise executed, as the case may be, by such Person and such manner as the Board shall from time to time by resolution determine.
- (xi) Every Director present at the meeting of the Board shall sign his name in the book to be kept for that purpose, and the company secretary or the Chairman shall record the presence of Director present through video conferencing.
- (xii) Subject to the provisions of Section 161 and other applicable provisions (if any) of the Act, the Directors shall have power at any time and from time to time to appoint a person or persons, other than a person who fails to get appointed as a Director in a General Meeting, as additional Director or Directors. Such Additional Director shall hold office only up to the date of the next annual general meeting of the Company or the last date on which the annual general meeting should have been held, whichever is earlier, but shall be eligible for re-election at that meeting as a Director, provided that the number of Directors and the Additional Director together, shall not exceed the maximum strength fixed by the Board under these Articles. Further, in accordance with the provisions of the Act, Board may appoint the alternate Directors and Nominee Directors.
- (xiii) Subject to provisions of the relevant laws and these Articles, not less than 2/3rd of the total number of Directors for the time being shall be those whose period of office is liable for determination of retirement by rotation, and their appointment shall, save as otherwise expressly provided in their presence, be in the General Meeting.
- (xiv) **Circular Resolution:** Subject to as expressly provided in the Act, a resolution by circulation shall be as valid and effectual provided it is compliant with the secretarial standard on meetings of the Board of Directors as a resolution duly passed at a meeting of the Directors called and held, provided it has been circulated in draft form, together with the relevant papers, if any, to all the Directors and has been approved by a majority of the Directors entitled to vote thereon.
- (xv) **Participation through Video Conferencing or other audio visual means:** In accordance with Rule 3 of the Companies (Meetings of Board and its Powers), Rules, 2014 and other applicable provisions, the Directors may participate in relevant meetings through video conferencing or other audio visual means, provided that such Director, who desires to participate through video conferencing or other audio visual means, shall give prior intimation to that effect sufficiently in advance so that the Company is able to make suitable arrangements in that behalf. However, the Company shall not deal with the matters as prescribed under Rule 4 of the Companies (Meeting of Board and its Powers) Rules, 2014

through video conferencing or other audio visual means, provided that where there is quorum in a meeting through physical presence of Directors, any other Director may participate through video conferencing or other audio visual means.

- (xvi) The Directors may, from time to time, at their discretion raise or borrow for the purpose of the Company's business such sum of money as they think fit. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future including the uncalled capital or by the issue, at such price as they may think fit, of bonds or debentures of debentures-stock, either charged upon the whole or any part of the property and assets of the Company or not so charged or in such other way as the Directors may think expedient.
- (xvii) The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers of the Company, as the Company by its memorandum of association or otherwise and to do such acts and things as are allowed under the Act, or any other Applicable Law, required to be exercised by the Company in General Meeting, subject nevertheless to these Articles and memorandum of association the Company, the provisions of the act, or any other act and to such regulation being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting, shall invalidate any prior of the Board which would have being valid if that regulation had not been made.
- (xviii) The Directors may, from time to time, accept deposits from Shareholders (either in advance of calls or otherwise) and from Persons and generally raise or borrow any sums of money for the purpose of the Company from the Shareholders or other Persons, or the Directors may themselves advance money to the Company on such interest as may be approved by the Board.
- (xix) The Directors may, from time to time, secure the payment of such money in such manner and upon such terms and conditions in all respect as they deem fit and in particular by the issue of debentures, bonds of the Company or any mortgage, charge hypothecation, pledge, lien or other security of all or any part or portion of the property of the Company and the uncalled for the time being.
- (xx) The Directors, may grant retiring Persons, pension or annuities or other allowances, including allowance on death to any Person or to the widow or dependents of any Person in respect of services rendered by him to the Company as managing directors, manager or as an officer, or employee of the Company or of any subsidiary company or of its holding company (if any) notwithstanding that he may have been a Director and may make any payments toward insurance or trusts for such purpose in respect of such pensions, annuities and allowances in terms of engagement of such Persons.
- (xxi) Subject to the provisions of the Act and notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to the financing company or body or financing corporation or credit corporation or bank or any insurance corporation (each such financing company or body of financing corporation or credit corporation or any insurance corporation is herein after referred to as financial institution) out of any loans granted by the financial institution to the Company or so long as the financial institution hold Shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of any guarantee furnished by the financial institution on behalf of the Company remains outstanding the financing institution shall have a right to appoint from time to time, its nominee/s as a Director or Directors (which Director or Directors is/are hereinafter referred to as nominee Director/s) on the Board of the Company and to remove from such office the nominee Director/s so appointed, and the time of removal and also in the case of death or resignation of the nominee Director/s appointed at any time appoint any other Person/Persons in his/her place and also fill any vacancy which may occur as a result of such Director/ceasing to hold office for any reasons whatsoever; such appointment or removal shall be made in writing on behalf of the financial institution appointing such nominee Director/s and shall be delivered to the Company at its registered office.

- (xxii) Subject to the provisions of the Act and of these Articles, the Board shall have the power to appoint from time to time any one or more of its Directors as managing directors, whole time directors of the Company in accordance with the provisions of the Act and upon such terms and conditions as the Board think fit, the Board may by resolution vest in such managing director/s or whole time director/s such of the powers hereby vested in the Board generally as it thinks fit, as such power may be exercisable for such conditions and subject to such restriction as it may determine. The remuneration of managing director/s, and whole time director/s may be by way of monthly payment, fee for each meeting or participation in profits, or by all or any these modes or any other mode not expressly prohibited by the Act.
- (xxiii) A Director may be paid a sitting fee for each meeting of the Board or committee of the Board attended by him in accordance with the provisions of the Act. It is further provided that the Directors may be paid different sitting fee for attending physical Board Meeting and meeting through video conferencing.
- (xxiv) Subject to the provisions of Section 161(4), 169(7) and other applicable provisions (if any) of the Act, any casual vacancy occurring in the office of a Director before the term of office of such Director expires, may be filled up by the Directors at a meeting of the Board. Any person so appointed would have held office, if the vacancy had not occurred and shall hold office only up to the date which the Director in whose place he is so appointed would have held office if it had not been vacated. Provided that, where a vacancy is created by removal of a Director, the Director who was removed from office shall not be re-appointed as the Director by the Board.
- (xxv) Vacation of Office of Director: The office of the Director shall ipso facto become vacant if at any time he commits any of the acts set out in the Section 167 of the Act.
- (xxvi) Subject to the applicable provisions of the Act, a Director may resign from his office at any time by notice in writing addressed to the Board.

## **28. PROCEEDINGS OF BOARD MEETINGS/ COMMITTEE**

- (a) The Board of Directors shall meet at least four times in a year for the dispatch of business, adjourn and otherwise regulate its meeting and proceeding as it thinks fit provided that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board.

Subject to requirements of notice as prescribed in these Articles, the managing director or the Chairman, or the company secretary of the Company or any other officer as may be authorized in this regard, may at any time summon a meeting of the Board. Notice in writing of every meeting of the Board shall be given to every Director for the time being in India, and at his usual address in India to every other Director, inter-alia through email.

- (b) The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a General Meeting of the Company, but for no other purpose.
- (c) At least seven days written notice shall be given to each of the Directors including the alternate Directors in respect of each meeting of the Board, at the address notified from time to time by each Director of the Company, or through e-mail at their registered e-mail id.

Provided that a meeting of the Board may be called at shorter notice, in accordance with the Act, to transact urgent business subject to the condition that at least one Independent Director, if any, shall be present at the meeting.

Provided further that 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.

- (d) The notice of each Board Meeting shall specify the date, time and include an agenda setting out the business proposed to be transacted at the meeting, together with copies of all relevant papers connected therewith and/or proposed to be placed before or tabled at the Board Meeting. Notice of the Board Meeting shall be sent at least 7 (seven) days in advance to each of the Directors.
- (e) Minutes of each meeting of the Board shall be recorded in English and kept by the Company in accordance with Applicable Law.
- (f) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of the votes.
- (g) The chairman of the Board (“**Chairman**”) shall be one of the Directors appointed by the Board for the purpose of the Board Meeting. The Chairman shall have a second or casting vote.
- (h) If no such Chairman is elected, or if at any meeting the Chairman is not present within 30 minutes after the time appointed for holding the meeting, the Directors present may choose one of them to be chairman of the meeting.
- (i) Subject to the provisions of the Act and related regulations, the Board may from time to time, constitute committees of the Board and may determine their functions, powers, authorities and responsibilities. Such a committee may elect a chairman of its meetings and if no such Chairman is elected, or if at any meeting the Chairman is not present within 30 minutes after the appointed time for the meeting, the Members present may choose one of their Members as the Chairman for that meeting.
- (j) All acts done by any meeting of the Board or 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 such Directors or of any Person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Director or such Person had been duly appointed and was qualified to be a Director.
- (k) Subject to the provisions of the Act and other provisions of these Articles-
  - (i) A manager or company secretary may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any manager or company secretary so appointed may be removed by the Board;
  - (ii) A Director may be appointed as manager or company secretary.
- (l) A provision of the act, or these Articles requiring or authorizing a thing to be done by or to a Director or a manager or company secretary shall not be satisfied by its being done by or to some Person acting both as Director and as or in the place of, the manager or company secretary.

## **29. POWER AND DUTIES OF MANAGING DIRECTORS AND WHOLE TIME DIRECTORS**

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.

### **30. REMOVAL OF DIRECTORS**

- (a) The Company may, subject to the provisions of Section 169 and other applicable provisions of the Act and these Articles remove any Director before the expiry of his period of office, by passing an ordinary resolution.
- (b) Special notice as provided by Section 115 of the Act shall be given, of any resolution to remove a Director under this Article or to appoint some other person in place of a Director so removed at the meeting at which he is removed.
- (c) On receipt of notice of any such resolution to remove a Director under this Article, the Company shall forthwith send a copy thereof to the Director concerned and the Director (whether or not he is a Member of the Company) shall be entitled to be heard on the resolution at the meeting.
- (d) Where notice is given of a resolution to remove a Director under this Article and the Director concerned makes with respect thereto, representation in writing to the Company and requests its notification to Members of the Company, the Company shall unless the representation is received by it too late for it to do (a) in the notice of the resolution given to the Members of the Company state the fact of the representation having been made and (b) send a copy of the representation to every Member of the Company to whom the notice of the meeting has been sent (whether before or after receipt of the representation by the Company) and if a copy of the representation is not sent as aforesaid due to insufficient time or because of the Company's default the Director may (without prejudice to his right to be heard orally) require that the representation shall be read out at the meeting. Provided that copies of the representation shall not be read out at the meeting if, on the application either of the Company or of any other person who claims to be aggrieved, the Tribunal is satisfied that the rights conferred by this clause are being abused to secure needless publicity for defamatory matter.
- (e) A vacancy created by the removal of a Director under this Article may, if he had been appointed by the Company in General Meeting or by the Board, be filled by the appointment of another Director in his place by the meeting at which he is removed provided Special Notice of the intended appointment has been given under clause (b) hereof. A Director so appointed shall hold office until the date up to which his predecessor would have held office if he had not been removed as aforesaid.
- (f) If the vacancy is not filled under clause (e) it may be filled as casual vacancy in accordance with the provisions (in so far they are applicable) of the Act.
- (g) A Director who was removed from office under this Article shall not be re-appointed as Director by the Board of Directors.
- (h) Nothing contained in this Article shall be taken:
  - (i) as depriving a person removed thereunder of any compensation or damages payable to him in respect of the termination of his appointment as Director or of any other appointment terminating with that as Director, or
  - (ii) as derogating from any power to remove a Director which may exist apart from this Article.

### **31. SHAREHOLDER MEETINGS**

- (a) Frequency and Location

Subject to the provisions of the Act, the Company shall hold at least 1 (one) General Meeting to be called as annual general meeting in any given calendar year within 6 (six) months following the end of the previous Financial Year. All General Meetings shall be governed by Applicable Laws, the provisions of these Articles and Memorandum of Association. All other General Meetings, other than

the annual general meeting shall be extraordinary general meetings. Annual general meeting and extraordinary general meetings will be held at the registered office of the Company or elsewhere subject to Applicable Laws.

(b) Venue, Day and Time for holding General Meeting

- (i) Every annual general meeting / extraordinary general meeting shall be called during such hours, on such day, at such place and in such manner as may be prescribed under the Act.
- (ii) Every Member of the Company shall be entitled to attend the General Meeting either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at a General Meeting in which any business is conducted which concerns him as Auditor. The Directors are also entitled to attend the General Meeting.

(c) In case an extraordinary general meeting is called on requisition, upon the receipt of such valid requisition, the Board shall forthwith call an Extraordinary General Meeting and if they do not proceed within 21 (twenty one) days from the date of the requisition being deposited at the office to cause a meeting to be called on a day not later than 45 (forty five) days from the date of deposit of the requisition, the requisitionists or such of their number as represent either a majority in value of the Paid up Share Capital held by all of them or not less than one-tenth of such of the Paid-up Share Capital of the Company as is referred to in Section 100 of the Act, whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid.

- (i) An extraordinary general meeting called by the requisitionists shall be called in the same manner, as nearly as possible, as that in which a meeting is called by the Board.
- (ii) The accidental omission to give any such notice as aforesaid to any of the Members, or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting.
- (iii) No General Meeting, Annual or Extraordinary, shall be competent to enter into, discuss or transact any business which has not been mentioned in the notice or notices by which it was convened.
- (iv) The General Meeting called under this Article shall be subject to and will be held in accordance with the provisions contained under the Act.

(d) Notice

Prior written notice of at least twenty one (21) clear days for a General Meeting shall be given to all Shareholders of the Company, provided however, that any General Meeting may be held upon shorter notice in accordance with the provisions of the Act. All notices for General Meetings shall be issued in compliance with Applicable Laws and shall be accompanied by an agenda setting out the particulars of the businesses proposed to be transacted at such meeting, in the business proposed to be transacted at such meeting.

(e) Quorum

The quorum for a General Meeting shall be constituted by the presence, "in Person", of such number of Shareholders as required under the Act. If, within half-an-hour of the time appointed for the meeting, a quorum is not present, the meeting shall be adjourned and reconvened for the date that falls 7 (seven) days after such adjourned meeting at the same time and place, or to such other date and such other time and place as determined by the Board, it being understood that the agenda for such adjourned meeting shall remain unchanged and the quorum for such adjourned meeting shall be the same as required for the original meeting. At the said adjourned General Meeting, if the quorum is not present within half-an-hour from the time appointed for the said adjourned General Meeting, the Members present shall constitute a valid quorum.

(f) Voting

- (i) Subject to the provisions of the Act, a Shareholder shall be entitled to exercise its right to vote at General Meetings by proxy and/or by an authorized representative, and such proxy or authorized representative need not be a Shareholder.
- (ii) Subject to Applicable Law, all decisions of the Shareholders shall be made by ordinary or special resolutions, as required under the Act.

(g) Adoption of Financial Statements

The Board shall provide the audited Financial Statements (consolidated and unconsolidated) of the Company's previous Financial Year to all Shareholders in accordance with the Act before the annual general meeting is held to approve and adopt the audited Financial Statements, unless shorter notice consent has been granted by the Members.

**32. DIVIDEND**

- (a) The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
- (b) 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.
- (c) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it think fit as a reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than Shares of the Company) as the Board may, from time to time, think fit.
- (d) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
- (e) Subject to the rights of persons, if any, entitled to Shares with special right as to dividends, all dividend shall be declared and paid accordingly 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 amount of the Shares.
- (f) No amount paid or credited as paid on a Share in advance of calls shall be treated for the purposes of this regulation as paid on the Share.
- (g) 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.
- (h) The Board may deduct from any dividend payable to any Member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the Shares of the Company.
- (i) 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.
- (j) 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 holder 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.

- (k) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- (l) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.
- (m) Any one of two or more joint holders of a Share may give effective receipts for any dividend, bonuses or other monies payable in respect of such Shares.
- (n) No dividend shall bear interest against the Company.
- (o) 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 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.

### **33. UNPAID OR UNCLAIMED DIVIDEND**

- (a) Where the Company has declared a dividend but which has not been paid or claimed within 30 (thirty) days from the date of declaration, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of 30 (thirty) days, to a special account to be opened by the company in that behalf in any scheduled bank, to be called "Unpaid Dividend Account".
- (b) 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.
- (c) No unclaimed or unpaid dividend shall be forfeited by the Board.

### **34. WINDING UP**

Subject to the applicable provisions of the Act and rules made thereunder, if the company shall be wound up, and the assets available for distribution among the Members as such shall be insufficient to repay the whole of the paid up capital, such assets may be divided by the liquidator, with the sanction of a special resolution of the Company, and any other sanction required by the Act, 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.

For the purpose aforesaid, the liquidator may set such values 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. The liquidator may, with the like sanction, vest the whole or any part of such assets trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit but so that no Member shall be compelled to accept any Shares or other securities whereon there is any liability.

### **35. CAPITALISATION OF PROFITS**

- (a) The Company in General Meeting may, upon the recommendation of the Board, resolve:
  - (i) That it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve account, or to the credit of the profit and loss account, or otherwise available for distribution; and
  - (ii) That such sum be accordingly set free for distribution amongst the Shareholders who would have been entitled thereto, if distributed in the way of dividend and in the same proportions.

- (b) Whenever such a resolution as aforesaid shall have been passed, the Board shall-
  - (i) Make all appropriations and application of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid Shares if any; and.
  - (ii) Generally do all acts and things required to give effect thereto.
- (c) Subject to the provision of Section 139 of the Act,
  - (i) The Company shall at an annual general meeting appoint an auditor or auditors to hold office for a maximum period of 5 (five) consecutive years. The Company shall appoint and reappoint auditor or auditors in terms of Applicable Law.
  - (ii) Rights and duties of the auditors shall be regulated in accordance with Section 143 of the Act.
  - (iii) Once at least in every year accounts of the Company shall be audited and correctness of the final accounts be ascertained by one or more auditor or auditors.
  - (iv) Every account of the Company when audited and approved by a General Meeting shall be conclusive.

### **36. MISCELLANEOUS**

#### **INDEMNITY**

Subject to provisions of the Act, the Chairman, Directors, Auditors, Managing Directors and other officers for the time being of the Company and any trustees for the time being acting in relation to any of the affairs of the Company and their heirs and executors, shall be indemnified out of the assets and funds of the Company from or against all bona fide suits, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or about the execution of their duties in their respective offices except those done through their wilful neglects or defaults of any other officer or trustee. 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.

#### **(a) General Authority**

Where the Act requires that a company cannot undertake any act or exercise any rights or powers unless expressly authorized by its articles, these Articles shall in relation to the Company, be deemed to confer such right, authority or power.

#### **(b) Common Seal**

- (i) The Directors shall provide a common seal for the purpose of the company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and the Directors shall provide for safe custody of the Seal. The Seal shall not be affixed to any instrument, if so required except by authority of resolution of the Board or a committee of the Board authorised by it in that behalf and except in the presence of at least 1 (one) Director and that 1 (one) Director shall sign every instrument to which the seal of the Company is so affixed in his presence. Share certificates will, however, be signed and sealed in accordance with Rule 5(3) of Companies (Share Capital and Debentures) Rules, 2014.
- (ii) Provided that the certificates of Shares or debentures shall be sealed in the manner and in conformity with the provisions of the Act or any statutory modification thereof for the time being in force.
- (iii) The Company shall also be at liberty to have an official seal in accordance with the

Act for use in any territory, district or place outside India and such power shall accordingly be vested in the Directors or by or under the authority of the Directors granted, in favour of any person appointed for the purpose in that territory, district or place outside India.

**37. POWER TO ESTABLISH BRANCH OFFICES**

The Company shall have the power to establish branch offices (as defined under the Act).

**38. AUTHENTICATION OF DOCUMENTS AND PROCEEDINGS**

Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company or contracts made by or on behalf of the Company may be signed by the Key Managerial Personnel or an officer duly authorised by the Board.

**39. NOT RESPONSIBLE FOR ACTS OF OTHERS**

Subject to the provisions of the Act, no Director or other officer of the Company shall be liable for the acts, receipt, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Director for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person, company or corporation, with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgment or over sight in his part or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own willful act or default.

**40. FILING FEES**

Without prejudice to the generality foregoing it is hereby expressly declared that any filing fee payable or any document required to be filed with Registrar of Companies in respect of any act done or required to be done by any Director or other Officer by reason of his holding the said office, shall be paid and borne by the Company

**41. SECRECY**

No Shareholder shall be entitled to visit or inspect any work of the Company without the permission of the Directors or to require discovery of or any information respecting any detail of the Company's secret process or any other matter which is or may be in the nature of a trade, secret process or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it would be inexpedient in the interest of the Company to disclose.

**42. ALTERATION IN ARTICLES OF ASSOCIATION**

The Company, may from time to time alter, add to amend or delete any of the existing Articles or may add a new Article thereto or adopt a new set in accordance with the provisions of the Act.

\* Article of Association amended by substituting the existing Articles with new Articles comprises of Part A and B pursuant to resolution passed by all the Members at the Extra Ordinary General Meeting held on 24.09.2018.

*Jayant Bunkar*



## PART B

The provisions of this Part B have been inserted pursuant to the execution of the Shareholders Agreement (defined hereinafter).

In the event of any inconsistency between Part A and Part B of these Articles, the provisions of Part B of these Articles shall prevail over Part A of these Articles. Part B of these Articles shall automatically terminate and cease to have any force and effect and deemed to fall away on and from the date of listing and commencement of trading of the Equity Shares on a stock exchange in India, subsequent to an initial public offering of the Equity Shares.

In the interpretation of these presents the following words and expressions shall have the following meanings respectively, unless excluded by subject or context.

### PRELIMINARY

#### INTERPRETATION

The Regulations contained in Table “F” in Schedule I of the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles of Association by the said Act.

In these present regulations, the following words and expressions shall have the following meanings, unless excluded by the subject or context;

“**Act**” shall mean the Companies Act, 2013 and the rules and regulations framed thereunder, to the extent notified, and amended, modified or supplemented from time to time or Companies Act, 1956 to the extent that the provisions of the Companies Act, 1956 remain in force;

“**Accounting Period**” with respect to the Company, means the period from and including 1 April in any calendar year to and including 31 March in the following calendar year;

“**Accounting Principles**” means the accounting principles and policies adopted by the Company, which shall be the generally accepted accounting principles in the relevant country;

“**Affiliate**” means with respect to any Person,

- (a) in case of a Person other than a natural person, any other Person directly or indirectly Controlling, Controlled by, or i under common Control with such Person, anytime during the period for which the determination of affiliation is being made;
- (b) with respect to any natural person: (i) any other person that is a Relative of such natural person; or (ii) person that is directly or indirectly (i.e., through one or more intermediate persons Controlled by such natural person and/or the Relative of such natural person) Controlled by such natural person; or (iii) any private trusts whose beneficiary is such natural person; and
- (c) with respect to the Investor, to also include (i) the Fund, The Carlyle Group, L.P., Riverstone Holdings L.L.C., NGP Energy Capital Management, L.L.C., (ii) any alternative investment or co investment fund, entity or company, investment solutions vehicles, managed accounts, the global market strategies investment funds and hedge funds (including without limitation, any investment trust, limited partnership or general partnership) associated or affiliated with or managed by The Carlyle Group, L.P. or its Affiliates, Riverstone Holdings L.L.C., NGP Energy Capital Management, L.L.C. or any of their affiliates or the general partner of any of the Fund or its Affiliates, or to which The Carlyle Group, L.P. or its Affiliates, Riverstone Holdings L.L.C., NGP Energy Capital Management, L.L.C. or any of their Affiliates or the general partner of any of the Fund (or its Affiliates) has provided management or consulting services or capital, and (iii) any successor investment fund, vehicle or company to the Fund, (iv) any Person that, directly or indirectly Controls, is Controlled by or under the common Control of the Investor or any Person referred in (i), (ii) and (iii) above; but for the avoidance

of doubt, “Affiliates” shall not include: (i) any portfolio company or entity in which any investment fund managed by The Carlyle Group, L.P. or its Affiliates has invested, or (ii) any entities of the Company Group, Existing Shareholders or their respective affiliates, associates, directors, officers, shareholders, employees, agents, consultants, advisors and representatives;

“**Affiliate Deed of Adherence**” means a deed in the form set out in the Shareholders Agreement;

“**Affirmative Vote Matter**” shall have the meaning ascribed to the term in Article 36.14;

“**AGM**” means the annual general meeting of the Company;

“**Ameera**” shall mean Ms Ameera Shah;

“**Articles of Association**” or “**Articles**” shall mean the articles of association of the Company, as amended from time to time;

“**Audited Accounts**” means the audited accounts of the Company for the period ending 31 March of each Accounting Period;

“**Auditors**” means a firm of chartered accountants appointed as auditors of the Company, from time to time in terms of these Articles;

“**Bacchus**” shall mean Bacchus Hospitality Services and Real Estate Private Limited, a private limited company incorporated under the Companies Act, 1956 and having its registered office at 250 D, Udyog Bhavan, Worli, Mumbai, Maharashtra;

“**Board of Directors**” or “**Board**” shall mean the board of Directors, as constituted from time to time in accordance with the terms of these Articles;

“**Business**” means the business of pathology testing services;

“**Business Day**” means any day other than a Saturday, Sunday, or a day on which all banking institutions operating in Mumbai, India, Hong Kong, New York or Mauritius are authorized or obligated by Law to close;

“**Business Plan**” means the business plan prepared on an annual basis in relation to the business and operations of the Company and its Subsidiaries, as approved by the Board from time to time and as may be amended in accordance with these Articles;

“**Chairman**” means the chairman of the Board;

“**Charter Documents**” means, collectively, the Memorandum and Articles, as amended from time to time, from the Closing Date;

“**Chief Executive Officer**” means the chief executive officer (or by whatever other name called) of the Company appointed in terms of these Articles from time to time;

“**Chief Financial Officer**” means the chief financial officer (or by whatever other name called) of the Company appointed in terms of these Articles from time to time;

“**Closing Date**” means the date of adoption of these Articles i.e. 9 September 2015;

“**Company**” or “**This Company**” means Metropolis Healthcare Limited;

“**Company Group**” means the Company and the Material Subsidiaries;

“**Company Representative**” means any director, officer, agent, employee, representative, consultant, or any other person acting for or on behalf of the Company and/or any of its Subsidiaries (individually and collectively);

“**Competitor**” means any Person who is not a Financial Investor and who directly by itself or through its

Affiliate or as part of a group which (directly or through its Affiliate), is engaged in the Competing Business and such Person (either by itself or through its Affiliate or as part of the group) derives at least 50% (fifty percent) of the consolidated revenues of such Person (either by itself or through its Affiliate or as part of the group) from the Competing Business, in any of the immediately preceding 3 (three) Accounting Periods;

For the purposes of this definition, (i) **“Competing Business”** means the Business and any other business activities carried on by the Company as on the relevant date, provided the Company derives at least INR 500,000,000 (Indian Rupees five hundred million) in the last 12 (twelve) months consolidated revenues from such business activity; and (ii) Affiliated financial sector entities of a Strategic Investor such as mutual funds, insurance companies, pension funds and banks of such Strategic Investor shall not be considered as a **“Competitor”**;

**“Compliance Officer”** shall mean a compliance officer or a designated officer(s) of the Company, appointed by the Company, who shall be the “officer in default” or “person in charge” for the purposes of applicable Law;

**“Consent”** means approval, consent, ratification, no objection, waiver, license, permit, exemption, clearance or registration or other authorization;

**“Controlling”** or **“Control”** or **“under common Control”** or **“Controlled”** by a Person means the power to direct the management and policies of an entity whether through (A) the ownership (direct or indirect) of more than 50% (fifty per cent) of the voting capital or economic interest of such Person; or (B) the power to appoint a majority of the directors on the board of directors of such Person or similar principal governing body of such Person or (C) solely for the purposes of determining an Affiliate, the ability to Significantly Influence another person;

**“Director”** shall mean any director of the Board for the time being of the Company or any Subsidiary of the Company, as the context may require, including, where applicable, any alternate director;

**“Dividend”** includes interim dividend unless otherwise stated;

**“Encumbrance”** means any encumbrance, any claim, right of others, security interest, title retention agreement, mortgage, pledge, charge (whether fixed or floating), hypothecation, lien, deposit by way of security, assignment, deed of trust, bill of sale, option interest, proxy, beneficial ownership (being usufruct and similar entitlements), encroachment, easement, common right, any voting agreement, interest, right of first offer, right of first refusal, or transfer restriction in favour of any Person, any provisional or executorial attachment and any other interest held by a third party or any agreement, arrangement or obligation to create any of the foregoing;

**“Existing Shareholders”** shall mean collectively Bacchus and the Family Shareholders and **“Existing Shareholder”** means Bacchus and the Family Shareholders individually;

**“Family Shareholders”** shall mean Ms Ameera Sushil Shah, Dr Sushil K Shah and Dr (Mrs) Duru Sushil Shah, each of whom is duly and validly represented by Ms. Ameera Shah;

**“Family Shareholder Director”** shall have the meaning ascribed to the term in Article 36.2;

**“Extra Ordinary General Meeting”** or **“EGM”** shall mean the extra ordinary general meeting of the Company and/or the Subsidiaries convened and held in accordance with the Act or the relevant applicable Law, as the context may require;

**“Financial Investor”** means any private equity fund, financial institution, alternate investment fund, sovereign wealth fund, mutual fund, insurance company, asset manager and any other fund including a portfolio investment schemes managed by such managers, banks, non-banking financial companies (other than a core investment company) or institutional investors, foreign portfolio investors, brokerages, which is engaged in the business of making financial investments as its primary business; provided that for the purposes of these Articles, any such Financial Investor or its Affiliate which holds more than (i) 10% (ten percent) shareholding in (a) a Competitor of the Company listed in a recognised stock exchange in India; or (b) a Competitor of the Company listed in stock exchange anywhere other than India and having any operating entity in India (including joint ventures) which is engaged in the Competing Business; and/or (ii) 25% (twenty five percent) shareholding in an unlisted Competitor of the Company shall not be considered to be a Financial Investor;

“**Financial Year**” shall mean the period commencing April 1 each year and ending on March 31 the next year, or such other period as may be determined by the Board of Directors of the Company or any of the Subsidiaries to be the financial year for such company in accordance with the terms of these Articles;

“**Fully Diluted Basis**” means the total equity share capital of the Company calculated assuming that all outstanding securities convertible, exercisable and/or exchangeable into equity shares or rights or options which carry a right to subscribe to equity shares or securities convertible, exercisable and/or exchangeable into equity shares, including debentures, stock options, warrants issued by the Company (whether or not by their terms then currently convertible, exercisable or exchangeable) have been so converted, exercised or exchanged;

“**Fund**” means Carlyle Asia Partners IV AIV Mauritius Limited;

“**GAAP**” means the generally accepted accounting principles consistently applied as in effect from time to time in the relevant country;

“**General Meeting**” shall mean the general meeting of the Shareholders;

“**Governmental Body**” means any (i) national, state, federal, county or foreign government or any municipal, local, province or any other political sub-division thereof; or (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government, including any government authority, agency, division, bureau, department, board, commission or instrumentality of India, as applicable, or any political subdivision thereof; or (iii) any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange in India or (iv) any public international organization; or (v) any company, business, enterprise, or other entity owned, in whole or in part, or controlled by any government, Body, organization, or other Person described in the foregoing clauses (i) to (iv) of this definition;

“**Government Official**” shall mean (i) any official, officer, employee, or representative of, or any Person acting in an official capacity for or on behalf of, any Government Body, (ii) any political party or party official or candidate for political office, (iii) a Politically Exposed Person (“**PEP**”) as defined by the Financial Action Task Force (“**FATF**”) or Groupe d’action Financière sur le Blanchiment de Capitaux (“**GAFF**”) or (iv) any company, business, enterprise, or other entity owned, in whole or in part, or controlled by any Person described in the foregoing clause (i), (ii) or (iii) of this definition;

“**Initial Investment Amount**” means INR 7,763,702,149 (Indian Rupees seven billion seven hundred and sixty three million seven hundred and two thousand one hundred and forty nine);

“**INR**” or “**Rs**” or “**Indian Rupees**” shall mean Indian Rupees, the lawful currency of the Republic of India;

“**Investor**” shall mean CA Lotus Investments, a company incorporated under the laws of Mauritius and having its registered office at 6th Floor, GFin Tower, 42 Hotel Street, Cybercity, Ebene, Mauritius and shall include its successors and permitted assigns;

“**Investor Director**” shall have the meaning ascribed to the term in Article 35.2;

“**IPO**” shall mean an initial public offering of shares or other securities (including depository receipts), either domestic or overseas, and the consequent listing of such shares or other securities in stock exchanges, domestic or overseas;

“**IRR**” means the internal rate of return of a specified percentage per annum, on the Initial Investment Amount calculated in accordance with the ‘XIRR’ function in MS EXCEL, taking into account all gross cash distributions and payments made to the Investor (including dividends (interim and final) and payments made pursuant to a buy-back by the Company) by the Company but without considering any reimbursements to the Investor and/or indemnity payments to the Investor and its Affiliates;

“**Joint Ventures**” shall have the meaning ascribed to the term in Article 36.14.2;

“**Key Employees**” means chief operating officer, chief financial officer, chief medical officer, chief marketing officer, profit centre heads and director - operations;

“**Law**” means any statute, law, rule, regulation, ordinance, judgment, notification, writ, injunction, order, decree, by-law, award, administrative requirement, guideline, directive, policy or any similar form of decision or determination, or any interpretation or adjudication having the force of law or other restriction of any Governmental Body, as applicable and as enacted or promulgated;

“**Lead Manager**” means one of the Category I Merchant Banks registered under the Securities Exchange Board of India (Merchant Bankers) Regulations, 1992 (“**SEBI Merchant Banker Regulations**”) set out in Schedule 2 of these Articles or such other merchant banks as may be mutually agreed in writing between Ameera and the Investor;

“**Litigation**” means any action, cause of action, claim, demand, suit, proceeding, summons or subpoena, inquiry or investigation of civil, criminal or regulatory nature, pending, by or before any Governmental Body;

“**Loss**” means all direct losses, liabilities, damages, penalties, fines, costs and expenses incurred by or suffered as per the terms of these Articles (including reasonable attorneys’ and accountants’ fees), but excluding any consequential, indirect, punitive, conditional, incidental or special damages;

“**Memorandum**” means the memorandum of association of the Company, as amended from time to time;

“**Managing Director**” shall have the meaning assigned thereto in the Act;

“**Material Subsidiaries**” means the following Subsidiaries of the Company:

- (a) Sudharma Metropolis Health Service Private Limited;
- (b) Nawaloka Metropolis Laboratories Services Private Limited; and
- (c) Golwilkar Metropolis Health Services (India) Private Limited.

“**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;

“**Month**” means the English Calendar month;

“**OFAC**” shall have the meaning ascribed to that expression in the definition of “Sanctions Law and Regulations” below;

“**Offer for Sale**” means the public offering of Shares held by existing shareholders of a company in accordance with the mechanism prescribed in the SEBI (Issue of Capital and Disclosure Requirement) Regulations, 2009 (as amended or modified 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;

“**Parties**” shall mean the Company, the Family Shareholders, Bacchus and the Investor;

“**Person**” means an individual, a partnership, a corporation, a limited liability partnership, a limited or unlimited liability company, proprietorship, an association (whether or not having a separate legal personality), a body corporate, Hindu undivided family, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Body or any entity that may be treated as a person under applicable Law;

“**PEP**” shall have the meaning ascribed to that expression in the definition of “Government Official” below;

“**Permitted Transferee**” means any Person to whom any Party may Transfer Securities in accordance with the terms of these Articles;

“**Proxy**” includes Attorney duly constituted under a Power Attorney;

“**Qualifying Merger**” has the meaning as set out in the Shareholders Agreement;

“**Register**” means the Register of Members to be kept pursuant to the said Act;

“**Related Party**” shall have the meaning ascribed to the term under the Act and/or Indian GAAP;

“**Relative**” has the meaning ascribed to the term under the Act;

“**Sanctions Law and Regulations**” means (1) any of the Trading With the Enemy Act, the International Emergency Economic Powers Act, the United Nations Participation Act, the Syria Accountability and Lebanese Sovereignty Act, the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, or the Iran Sanctions Act, all as amended, or regulations of the US Treasury Department Office of Foreign Assets Controls (“**OFAC**”), or any export control law or regulation applicable to US-origin goods, or any enabling legislation or executive order relating to any of the above, as collectively interpreted and applied by the United States Government at the prevailing point in time; (2) any United States sanctions related to or administered by the Department of State; and (3) any sanctions measures or embargos imposed by the United Nations Security Council, Her Majesty’s Treasury or the European Union or the Republic of India or other relevant sanctions authority;

“**Sanctions Target**” means: (i) any country or territory that is the subject of country-wide or territory-wide Sanctions; (ii) a person or entity that is on the list of Specially Designated Nationals (“**SDNs**”) and Blocked Persons published by OFAC or any equivalent list of sanctioned persons issued by the U.S. Department of State or in terms of any Sanctions Law and Regulations; or (iii) a person or entity or any shareholder or partner or member or beneficiary thereof that is located in or organized under the laws of or undertakes any business or any operations within a country or territory that is identified as the subject of country-wide or territory-wide Sanctions Law and Regulations;

“**SDN**” shall have the meaning ascribed to that expression in the definition of “Sanctions Target” above;

“**SEBI**” means the Securities and Exchange Board of India;

“**Seal**” means Common seal for the time being of the Company;

“**Secretary**” means a Company Secretary within the meaning of clause (c) of sub-Section (1) of Section 2 of the Company Secretaries Act, 1980 and includes a person or persons appointed by the board to perform any of the duties of a Secretary subject to the provisions of the Act;

“**Section**” means Section of the Companies Act, 2013;

“**Securities**” means the Shares, preference shares, debentures, loans (other than loans which are convertible solely on a payment default), bonds, warrants, option agreements or other similar instruments or securities which are convertible into exercisable or exchangeable into for Shares, or an instrument or agreement which carries a right to subscribe to or purchase shares of such company or any instrument or certificate representing a legal or beneficial ownership interest in Shares of the Company;

“**Shares**” means the equity shares of face value of INR 10 (Rupees Ten) each in the Share Capital, entitling the holder to 1 (one) vote per Share;

“**Shareholders**” means the Existing Shareholders and the Investor, and such other Person who becomes a shareholder of the Company in accordance with the terms of these Articles; and “**Shareholder**” shall be construed accordingly;

“**Share Capital**” shall mean the total issued and paid up Shares of the Company, determined on a Fully Diluted Basis;

“**Share Purchase Agreement**” shall mean the share purchase agreement dated 5 August 2015 entered into among the Investor, Dr GSK Velu, Mrs SK Velu and Mrs G Gomathy;

“**Shareholders Agreement**” shall mean the Shareholders Agreement dated 8 September 2015 entered into amongst the Family Shareholders, Bacchus, the Investor and the Company, and shall include all schedules

thereto and all modifications, alterations, additions or deletions thereto made in writing upon mutual consent of the Parties hereafter on execution of the Shareholders Agreement;

“**Special Resolution**” shall have the meaning assigned thereto by Section 114 of the Act;

“**Specified Financial Investors**” means the list of 2 (two) Financial Investors agreed between the Investor and Ameera on Closing Date and as may be updated from time to time in a manner agreed to in writing between the Investor and the Family Shareholders;

“**Strategic Investor**” means any entity or conglomerate, who is not a Financial Investor;

“**Strategic Merger**” has the meaning as set out in the Shareholders Agreement;

“**Subsidiary(ies)**” shall have the meaning ascribed to such term under the Act;

“**Tax**” or “**Taxation**” means any direct or indirect central, state, local or foreign income, alternative, minimum alternate tax, value added, excise, customs, real property, ad valorem, occupancy, withholding, dividend distribution tax or other similar tax, duty, fee, contribution, levy, impost, assessment or other governmental charge thereof (including all interests, surcharges, fines and penalties thereon and additions thereto) due, payable, levied or imposed upon the Company and/or its Subsidiaries;

“**Tax Return**” means any return, revised return, report, declaration, form, claim for refund or information return, which are required to be filed with the Taxation authorities under applicable Law, including any schedule or attachment thereto, and including any amendment thereof;

“**These Presents**” or “**Regulations**” means these Articles of Association as originally framed or altered from time to time and include the Memorandum where the context so requires;

“**Third Party Consultants**” shall have the same meaning as set out in Article 46;

“**Third Party Deed of Adherence**” means a deed in the form set out in the Shareholders Agreement;

“**Transfer**” means to transfer, sell, gift, assign, Encumber, place in trust (voting or otherwise), transfer by operation of Law or in any other way subject to any Encumbrance or dispose of, whether voluntarily or involuntarily including, without limitation, any attachment, assignment for the benefit of creditors against the Company or appointment of a custodian, liquidator or receiver of any of its properties, business or undertaking; and

“**Writing**” and “**Written**” means and includes words, hand written, printed, typewritten, lithographed, represented or reproduced in any mode in a visible form.

## SHARE CAPITAL AND VARIATION OF RIGHTS

1 Subject to the provisions of the Act and these Articles, the shares in the capital of the Company for the time being shall be under the control of the Board of Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or at a discount and at such time as they may from time to time think fit and with the sanction of the Company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Board of Directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares, and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting. The authorized share capital of the Company shall be such amount as is given in Clause V of the Memorandum of Association.

2 **Share Certificates**

2.1 Every person whose name is entered as a Member in the register of Members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided —

2.1.1 one certificate for all his shares without payment of any charges; or

2.1.2 several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

2.2 Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

2.3 In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

### 3 Duplicate Share Certificates

3.1 If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, 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, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

3.2 When a new share certificate has been issued in pursuance of Article 3.1 of these Articles, it shall state on the face of it and against the stub or counterfoil to the effect that it is issued in lieu of share certificate No.\_\_\_\_the word 'Duplicate' shall be stamped or punched in bold letters across the face of the share certificate and when a new certificate has been issued in pursuance of Articles 3.1, 3.2 and 3.3, particulars of every such share certificate shall be entered in a Register of Renewed and Duplicate Certificates indicating against it, the names of the persons to whom the certificate is issued, the number and the necessary changes indicated in the Register of Members by suitable cross references in the "remarks" column.

3.3 When a new certificate has been issued in pursuance of Article 3.1 of these Articles, it shall state on the face of it against the stub or counterfoil to the effect that it is duplicate issued in lieu of share certificate No.\_\_\_\_the word 'Duplicate' shall be stamped or punched in bold letters across the face of the share certificate and when a new certificate has been issued in pursuance of Articles 3.1, 3.2 and 3.3, particulars of every such share certificate shall be entered in a Register of Renewed and Duplicate Certificates indicating against it, the names of the persons to whom the certificate is issued, the number and the necessary changes indicated in the Register of Members by suitable cross references in the "remarks" column.

3.4 All blank forms, share certificates shall be printed only on the authority of a resolution duly passed by the Board.

3.5 The provisions of Articles 2 and 3 shall mutatis mutandis apply to debentures of the Company.

4 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

### 5 Commissions and Brokerage

5.1 The Company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 of the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.

5.2 The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40 of the Act.

5.3 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.

5.4 The Company may also, in any issue, pay such brokerage as may be lawful.

## 6 Variation of Rights

6.1 Subject to the provisions of Article 36.14 (Affirmative Vote Matters), if at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths 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 shares of that class.

6.2 To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least 2 (two) persons holding at least one-third of the issued shares of the class in question.

7 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.

8 Subject to the provisions of Article 36.14 of these Articles (Affirmative Vote Matters) and Section 55 of the Act, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the Company before the issue of the shares may, by special resolution, determine.

9 Subject to the provisions of Article 36.14 of these Articles (Affirmative Vote Matters) and Section 71 of the Act, any debentures may, with the sanction of a special resolution, be issued on the terms that they are to be redeemed on such terms by the Company.

## 10 Alteration of Capital

10.1 Subject to the provisions of Article 36.14(Affirmative Vote Matters), the Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

10.2 Subject to the provisions of section 61 of the Act, the Company may, by ordinary resolution:

10.2.1 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

10.2.2 convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid up shares of any denomination;

10.2.3 sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; and

10.2.4 cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any other person.

10.3 Where any shares are converted into stock:

10.3.1 the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations 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.

- 10.3.2 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.
- 10.3.3 such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words “shares” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.
- 10.4 The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law:
- 10.4.1 its share capital;
- 10.4.2 any capital redemption reserve account; or
- 10.4.3 any share premium account.
- 10.5 Subject, to Section 62 of the Act and Article 36.14, 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
- 10.6 Rights to convert shares into stock & vice-versa:
- The Company in General Meeting may, by an Ordinary Resolution, convert any fully paid- up shares into stock and when any shares shall have been converted into stock the several holders of such stock, may henceforth transfer their respective interest therein, or any part of such interest in the same manner and subject to the same Regulations as, and subject to which shares from which the stock arise might have been transferred, if no such conversion had taken place. The Company may, by an Ordinary Resolution reconvert any stock into fully paid up shares of any denomination. Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so however such minimum shall not exceed the nominal amount of shares from which the stock arose.
- 10.7 Rights of stock holders:
- 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 privileges or advantages (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 those privileges or advantages.
- 11 **Restriction on Allotment**
- 11.1 The Board of Directors shall, in making the allotments, duly observe the provision of the Act; and
- 11.2 The Board of Directors from issuing fully paid up shares either on payment of the entire nominal value thereof in cash or in satisfaction of any outstanding debt or obligation of the Company.
- 12 **Power to Issue Shares with Differential Voting Rights**
- Subject to the provisions of these Articles, the Company shall have the power to issue Shares with such differential rights as to dividend, voting or otherwise, subject to the compliance with requirements as provided for in the Companies (Share Capital and Debentures) Rules, 2014, or any other law as may be applicable.

## LIEN

- 13 Subject to the provisions of Article 36.14 (Affirmative Vote Matters), the Company shall have a first and paramount lien –
- 13.1.1 on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
- 13.1.2 on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company:
- Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
- 13.2 The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
- 13.3 Subject to the provisions of Article 36.14 (Affirmative Vote Matters), 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—
- 13.3.1 unless a sum in respect of which the lien exists is presently payable; or
- 13.3.2 until the expiration of 14 (fourteen) 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 the person entitled thereto by reason of his death or insolvency.
- 13.4 To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- 13.5 The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- 13.6 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 in reference to the sale.
- 13.7 The proceeds of the 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.
- 13.8 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.

## **CALLS ON SHARES**

- 14 **Calls on Shares**
- 14.1 Subject to the provisions of Article 36.14 (Affirmative Vote Matters), the Board may, from time to time, make calls upon the Members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:  
Provided that no call shall exceed 1/4<sup>th</sup> (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.
- 14.2 Each Member shall, subject to receiving at least fourteen 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.
- 14.3 A call may be revoked or postponed at the discretion of the Board.
- 14.4 A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.

- 14.5 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 14.6 If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at 10% (ten per cent) per annum or at such lower rate, if any, as the Board may determine.
- 14.7 The Board shall be at liberty to waive payment of any such interest wholly or in part.
- 14.8 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 regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- 14.9 In case of non-payment of such sum, all the relevant provisions of these regulations 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.

## 15 **The Board**

15.1 The Board of Directors may, if it thinks fit:

- 15.1.1 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
- 15.1.2 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 not exceeding, unless the Company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the Member paying the sum in advance.

## **FORFEITURE OF SHARES**

### 16 **Forfeiture of Shares**

- 16.1 Subject to the provisions of Article 36.14 (Affirmative Vote Matters), if a Member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
- 16.2 The notice aforesaid shall:
- 16.2.1 name a further day (not being earlier than the expiry of 14 (fourteen) days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- 16.2.2 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.
- 16.3 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.
- 16.4 When any share shall have been so forfeited, notice of the forfeiture shall be given to the Member on whose name it stood immediately prior to the forfeiture and any entry of the forfeiture with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid.
- 16.5 A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

- 16.6 At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
- 16.7 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 to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.
- 16.8 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.
- 16.9 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.
- 16.10 The Company may receive the consideration, if any, given for the share on any sale 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.
- 16.11 The transferee shall thereupon be registered as the holder of the share.
- 16.12 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 or disposal of the share.
- 16.13 The provisions of these regulations 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.

## **TRANSFER AND TRANSMISSION OF SHARES**

### **17 Prohibition on Transfer**

- 17.1 The Shareholders shall not, directly or indirectly, Transfer or attempt to Transfer all or any of the Shares (or any interest therein) held by it other than in the manner set out under these Articles.

The Company shall restrict any such Transfers, and any Transfer or attempt to Transfer any Shares in violation of these terms shall be null and void ab initio and the Company shall not register such Transfer and may institute proceedings for this purpose, if required by applicable Law.

- 17.2 No Transfer of Shares may be made unless the Transfer complies in all respects with the other provisions of applicable Laws and these Articles.
- 17.3 The Transfer restrictions on shareholders under these Articles shall not be capable of being avoided by the holding of Securities indirectly through a company or other entity (or one or more companies or entities either alone or together in any combination or under contract) that can itself (or the Securities in it) be sold in order to Transfer an interest in Securities, to avoid the restrictions imposed under these Articles. Any Transfer, issuance or other disposal of any Securities (or other interest) including any change in the Control, directly or indirectly, of the shareholder which holds, directly or indirectly, any Securities, shall be treated as being a Transfer of the Securities held by such shareholder, and the provisions of these Articles that apply in respect of the Transfer of Securities shall thereupon apply in respect of the Securities so held. Any Transfer or attempted Transfer of any Securities of the Company in violation of the provisions of these Articles shall be void. Subject to any applicable Laws, the Company shall not register or record the Transfer of any Securities not in compliance with this Article 17. The Company shall not register or record any Transfer of Securities in violation of the provisions of these Articles, and shall not recognize as a shareholder or owner of Securities, nor accord any rights (whether relating to payment of dividend or voting) to the purported transferee of any Securities in violation of the provisions of these Articles, but shall continue to recognise the extant shareholder on

the records of the Company as the owner of such Securities.

- 17.4 Any Transfer of Securities (or other interest) held in any Shareholder or issue of Securities (or other interest) by any Shareholder shall be treated as being a Transfer of the Securities held by such Shareholder in the Company, and the provisions of these Articles that apply in respect of the Transfer of Securities of the Company shall thereupon apply in respect of the Securities in the aforesaid Shareholder so Transferred. In the event of transmission of Securities of the Company to an heir of an individual shareholder of such entity, upon the death of such shareholder, the heir shall, as a condition precedent to such transmission, be bound by the terms and conditions of these Articles, and shall be deemed to have accepted to be so bound by the act of accepting such transferred Securities.

## 18 Permitted Transfer to Affiliates

- 18.1 Either Shareholder ("**Original Shareholder**") may Transfer all or any part of their Securities in Company to an Affiliate ("**Transferee Affiliate**") and shall not require the consent of the other Shareholder, provided that:

The Transferee Affiliate shall execute the Affiliate Deed of Adherence;

- 18.1.1 These Articles shall apply as if the Original Shareholder and the Transferee Affiliate are one Party;

- 18.1.2 All the rights of the Transferee Affiliate under these Articles shall be exercised exclusively by the Original Shareholder;

- 18.1.3 The Original Shareholder desiring to Transfer its Shares and the Transferee Affiliate shall, prior to any Transfer, undertake to the other Shareholder that the Shares so transferred to the Transferee Affiliate shall be re-transferred to the Original Shareholder or another Affiliate (who shall also be compelled to execute a Affiliate Deed of Adherence), within a period of 15 (fifteen) calendar days if and when the Transferee Affiliate ceases to be an Affiliate of the Original Shareholder;

- 18.1.4 The Original Shareholder shall continue to remain a party to these Articles and be jointly and severally liable with the Transferee Affiliate in respect of the transferred Shares;

- 18.1.5 The Original Shareholder shall continue to remain liable as the primary obligor and guarantor of all obligations of the Transferee Affiliate and performance thereunder, in terms of these Articles;

- 18.1.6 Notwithstanding any other provision of these Articles, Transfer of Securities among the Family Shareholders shall be unfettered and not be require the prior consent of the other Parties or execution of the Affiliate Deed of Adherence, subject that the Family Shareholders shall continue to be jointly and severally responsible for their obligations under these Articles. For the purposes of this Article 18, with respect to the Existing Shareholders, the term "**Affiliate**" shall mean any Person who is (i) a Relative of the Family Shareholders; or (ii) wholly owned (i.e. ownership and economic interest of at least 99% (ninety nine percent) and above) by the Family Shareholders or Existing Shareholders.

## 19 Restriction on Transfer by the Investor

If the Investor seeks to Transfer any Securities and/or rights therein, it shall only be permitted, subject to the following restrictions:

- 19.1 The Investor shall only be entitled to assign all its rights (but not less than all) under these Articles upon such Transfer of Securities to a maximum of 1 (one) third party transferee (including its Affiliates) without requiring the prior written consent of the Company and Ameera.

Upon a Transfer of Securities in compliance with this Article 19.1, the third party transferee (other than an Affiliate who will be required to execute the Affiliate Deed of Adherence) shall

be required to execute the Third Party Deed of Adherence to complete the said Transfer, wherein among others it will undertake to comply with the obligations of the Investor under these Articles. If the third party transferee is an Affiliate, such Transfer shall be required to comply with the provisions under Article 18 above.

- 19.2 For all purposes of the Articles, the Company shall not be bound to comply with any communication from the Permitted Transferee (in case of complete Transfer/assignment of rights) or the Investor (in case of partial exercise of Transfer/assignment of rights) (as the case maybe) purporting to exercise a right under the Articles unless such communication has been confirmed in writing by the Permitted Transferee (in case of complete Transfer/assignment of rights) or the Investor (in case of partial exercise of Transfer/assignment of rights) (as the case maybe).
- 19.3 The Investor shall not be entitled to assign part of its rights under these Articles to any third party transferee other than to its Affiliate and any such assignment of part rights would be considered as null and void.
- 19.4 Until the earlier of (i) successful completion of an IPO of the Company under Article 30 (*Initial Public Offer*); or (ii) the expiry of the 54<sup>th</sup> (fifty fourth) month from the Closing Date, the Investor shall be entitled to Transfer (x) without obtaining prior consent of Ameera (other than if the transferee is a Specified Financial Investor) all or any of its Securities in the Company to a Financial Investor(s); and (y) with prior written consent of Ameera, which consent shall not be unreasonably withheld, Transfer of any or all of its Securities to any Strategic Investor (who is a not a Competitor). In the event of part Transfer of Shares as contemplated above, the rights under these Articles shall be exclusively exercised by the Investor and not such Financial Investor.
- 19.5 The Investor shall not be permitted to, directly or indirectly, Transfer any Securities to a Specified Financial Investor without the prior written consent of Ameera, which consent shall not be unreasonably withheld.
- 19.6 Notwithstanding anything contained in these Articles, until the later of: (i) expiry of 54 (fifty four) months from the Closing Date; or (ii); the Drag Commencement Date (defined hereinbelow), the Investor undertakes that it shall not, directly or indirectly, Transfer any or all of the Securities it holds in the Company to any Competitor.
- Any Transfer of Securities held by the Investor or its Affiliates shall be subject to the provisions of Article 21 (Family Shareholders' Tag Along Right). Notwithstanding the aforesaid, the restrictions set out under this Article 19 shall not be applicable in case of Transfer by the Investor pursuant to or after a successful IPO under Article 30 (Initial Public Offering) (except to the extent set out in Article 19.6 or pursuant to Article 32 (Investor's Drag-Along Right) or pursuant to Article 33 (Ameera's Drag-Along Right) or to an Affiliate of the Investor in accordance with the provisions of Article 18 (Permitted Transfer to Affiliates).
- 19.7 Pursuant to an IPO, in the event that the Investor continues to hold any Securities in the Company, the Investor would be restricted from Transferring any or all of its Securities to a Competitor whether: (i) on the floor of stock exchange (through a block deal or bulk deal trade); or (ii) otherwise under a written agreement with the knowledge that it is being sold to a Competitor. Any such Transfer in violation of this Article 19.6 would be considered as null and void. The Parties agree and acknowledge that the restrictions under Article 19.6 shall survive (to the extent applicable) even after a successful IPO under Article 30 and each Party acknowledges that, if any provision of these Articles pursuant to the IPO conflicts with any provision of the Shareholder Agreement, the provisions of the Shareholder Agreement shall prevail between the Shareholders as private contracting parties to the extent contemplated under the Shareholder Agreement and, at the Parties shall procure that these Articles be duly amended so as to give effect to the Transfer restrictions set out in Article 17, 18, 19 and 20 of the Articles.
- 19.8 The Company shall, at the Investor's cost and expense: (i) if required by the Investor, provide requisite information and documents to enable the Investor to conduct valuation of the Company and the Material Subsidiaries in accordance with applicable Laws; and/or (ii) enable the prospective purchaser to conduct a due diligence exercise on the Company and its Material Subsidiaries by the provision of necessary information and by procuring management, advisors and auditors of the Company and its

Material Subsidiaries to meet with, and provide clarifications sought by, the prospective purchaser.

## 20 **Restriction on Transfer by the Existing Shareholders**

20.1 Except as set out in Article 33 (Ameera's Drag Along Right), the Existing Shareholders shall be permitted to Transfer its Securities in the Company only with the prior written consent of the Investor. Provided that:

20.1.1 The Existing Shareholders shall be entitled to collectively Transfer to any Person, (other than a Competitor or Sanctions Target), such number of Shares in the Company till their collective shareholding along with their Affiliates (on a Fully Diluted Basis) remains at least 50.1% (fifty point one percent) of the then Share Capital without the prior consent of the Investor. However, in the event that the Existing Shareholders Transfer such number of Shares to a third party buyer (not being Transfer to Affiliates) which results in the aggregate Transfer by the Existing Shareholders to third parties (not being Affiliates) since the Closing Date to exceed 15% (fifteen percent) of the then Share Capital, the Investor shall have the tag-along with to Transfer up to a maximum of 3% (three percent) of the then Share Capital to such third party buyer. The procedure set out under the provisions of Article 22 (Investor's Tag Along Right) for the exercise of the tag-along option by the investor shall apply mutatis mutandis for an exercise of the tag along right by the Investor under this Articles, save and except that, if the aggregate Transfer by the Existing Shareholders to third parties (not being Affiliates) since the Closing Date exceeds 15% (fifteen percent) of the then Share Capital the Investor shall be entitled to Transfer as a part of the Investor's Tag Along Right, instead of a pro rata Transfer, the entire 3% (three percent) of the then Share Capital, or any part thereof as determined by the Investor.

Provided further that the sale proceeds from Transfer of Shares by Existing Shareholders shall be utilized in accordance with the provisions of the Shareholders Agreement;

20.1.2 The Existing Shareholders and/or their Affiliates shall be entitled to assign its rights set out under Article 44 (Information and Reporting) and 49 (Anti-Dilution Rights) to any Person to who it has Transferred any Securities, without requiring the prior consent of the Investor.

20.2 Upon such Transfer, the Affiliate shall be required to execute the Affiliate Deed of Adherence to complete the said Transfer.

20.3 Any transfer of Securities held by the Existing Shareholders or their Affiliates shall be subject to the provisions of Article 22 (Investor's Tag Along Right).

Notwithstanding the aforesaid, the restrictions set out under Article 20 above shall not be applicable in case of transfer by the Existing Shareholders pursuant to Article 32 (Investor Drag-Along Right) and 33 (Ameera Drag Along Right) and inter-se Transfer of Securities among the Family Shareholders under Article 18.1.6 above.

## 21 **Family Shareholders' Tag Along Right**

21.1 After the expiry of 54 (fifty four) months from the Closing Date, in the event that any Investor proposes to undertake Transfer of any Securities to any third party buyer other than an Transfer pursuant to Article 18 (Affiliate Transfer) or in the event of any Transfer by the Investor prior to the 54th (fifty fourth) month to a non-financial investor (with the prior written approval of Ameera), the Family Shareholders shall, subject to this Article 21, have the right but not the obligation to exercise its tag along right with the Investor and cause the third party buyer to purchase such number of Securities in the Company upto their Pro Rata Share of the Investor's Securities being Transferred, on identical terms as being offered to the Investor (subject to the provisions of applicable Law at all times) (hereinafter referred to as the "**Family Shareholders Tag Along Right**" and the number of Securities that the Family Shareholder decides to Transfer pursuant to the Tag Along Right is hereinafter referred to as the "**Family Shareholders Tag Along Shares**").

21.2 When the Investor desires to Transfer its Securities in the manner and circumstances set out in Article 21.1 above, the Investor shall deliver a written notice ("**Investor Sale Notice**") to the Family

Shareholders setting out the number of Securities it proposes to Transfer (“**Investor Sale Securities**”). Within 30 (thirty) Business Days from the date of the Investor Sale Notice, the Family Shareholders may elect to exercise the Family Shareholders Tag Along Right (“**Family Shareholders Tag Notice**”).

- 21.3 Upon receipt of the Family Shareholders Tag Notice, the Investor shall arrange for the third party to purchase the Family Shareholders Tag Along Shares directly from the Family Shareholders simultaneously with the purchase of any Investor Sale Securities for the same consideration for each Share, subject to the provisions of applicable Law, and upon the same terms and conditions as applicable to the Investor Sale Securities. Such Transfer shall be completed within 60 (Sixty) Business Days from the date of Family Shareholders Tag Notice.

## 22 **Investor’s Tag Along Right**

- 22.1 Except for transfers under Article 18 (Transfer to Affiliates) and Article 20 (Transfer by Existing Shareholders), in the event that any Existing Shareholder proposes to undertake any Transfer of any Securities to any third party buyer, the Investor shall, subject to Article 22, have the right but not the obligation to sell such number of Securities in the Company upto their Pro Rata Share of the Existing Shareholders’ Securities being Transferred, to such third party buyer on identical terms (provided however that the Investor shall only be required to provide limited warranties in relation to its capacity to sell the Investor Tag Along Shares (defined hereinafter), its title to the Investor Tag Along Shares and other representations and warranties not related to the Company or its Subsidiaries or their respective business or operations which may be reasonably requested by the third party buyer) as being offered to such Family Shareholders (subject to the provisions of applicable Law at all times) (hereinafter referred to as the “**Investor Tag Along Right**” and the number of Securities that the Investor decides to Transfer pursuant to the Tag Along Right is hereinafter referred to as the “**Investor Tag Along Shares**”).

Subject to Article 20 hereof, when the Existing Shareholder desires to transfer its Securities in the manner and circumstances set out in Article 22.1 above, the Existing Shareholder shall deliver a written notice (“**Family Shareholders Sale Notice**”) to the Investor setting out the number of Securities it proposes to transfer (“**Family Shareholders Sale Securities**”). Within 30 (thirty) Business Days from the date of the Family Shareholders Sale Notice, the Investor may elect to exercise the Investor Tag Along Right (“**Investor Tag Notice**”).

- 22.2 The number of Investor Tag Along Shares shall not at any time exceed such Investor’s Pro Rata Share of the Family Shareholders Sale Securities.
- 22.3 Upon receipt of the Investor Tag Notice, the Family Shareholder shall arrange for the third party to purchase the Investor Tag Along Shares directly from the Investor simultaneously with the purchase of any Family Shareholders Sale Securities for the same consideration for each Share, subject to the provisions of applicable Law. Such transfer shall be completed within 60 (Sixty) Business Days from the date of Investor Tag Notice.
- 22.4 Notwithstanding anything contained under this Article 22, in the event of any Transfer of the Existing Shareholder’s Securities pursuant to the circumstances mentioned in Clause 11.7.5 of the Shareholders Agreement the Investor’s Tag Along Right may be exercised in accordance with provisions contained in Clause 11.7.5 of the Shareholders Agreement.

## 23 **Transmission of shares**

- 23.1 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 recognised by the company as having any title to his interest in the shares.
- 23.2 Nothing in Article 23.1 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.\

## 24 **Rights on Transmission**

- 24.1 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:

- 24.1.1 to be registered himself as holder of the share; or
  - 24.1.2 to make such transfer of the share as the deceased or insolvent member could have made.
- 24.2 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.
- 24.3 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.
- 24.4 If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- 24.5 All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers 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.
- 24.6 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.

## 25 **Dematerialisation of Securities**

### 25.1 **Definitions: For the purpose of this Article**

“**Beneficial Owner**” means a person whose name is recorded as such with a depository.

“**Bye-Laws**” means Bye-laws made by a Depository under Section 26 of the Depositories Act, 1996.

“**Depositories Act**” means the Depositories Act, 1996, including any statutory modifications or re-enactment for the time being in force.

“**Depository**” means a Company formed and registered under the Act and which has been granted a Certificate of Registration under the Securities and Exchange Board of India Act, 1992.

“**Member**” means the duly registered holder from time to time of the shares of the Company and includes every person whose name is entered as beneficial owner in the records of the depository.

“**Participant**” means a person registered as such under Section 12 (1A) of the Securities and Exchange Board of India Act, 1992.

“**Record**” includes the records maintained in form of books or stored in a computer or in such other form as may be determined by the Regulations issued by the Securities and Exchange Board of India in relation to the Depositories Act, 1996.

“**Registered Owner**” means a depository whose name is entered as such in the records of the Company.

“**SEBI**” means the Securities and Exchange Board of India.

“**Security**” means such security as may be specified by the Securities and Exchange Board of India from time to time.

Words imparting the singular number only includes the plural number and vice versa.

Words imparting persons include corporations.

Words and expressions used and not defined in the Act but defined in the Depositories Act, 1996 shall have the same meaning respectively assigned to them in that Act.

**25.2 Company to recognize interest in dematerialized securities under the Depositories Act, 1996**  
Either the Company or the investor may exercise an option to issue, de-link, hold the securities (including shares) with a depository in Electronic form and the certificates in respect thereof shall be dematerialized, in which even the rights and obligations of the parties concerned and matters connected therewith or incidental thereto shall be governed by the provisions of the Depositories Act, 1996 as amended from time to time or any statutory modification(s) thereto or re-enactment thereof.

**25.3 Dematerialisation/Re-Materialisation of Securities**  
Notwithstanding anything to the contrary or inconsistent contained in these Articles, the Company shall be entitled to dematerialize its existing securities, re-materialize its securities held in Depositories and/or offer its fresh securities in the de-materialized form pursuant to the Depositories Act, 1996 and the rules framed there under, if any.

**25.4 Option to receive Security certificate or hold Securities with depository**

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.

**25.5 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. Nothing contained in Sections 89 of the Act, shall apply to a Depository in respect of the securities held by it on behalf of the beneficial owners.

**25.6 Beneficial owner deemed as absolute owner**

Except as ordered by the Court of competent jurisdiction or by law required, the Company shall be entitled to treat the person whose name appears on the register of Members as the holders of any share or whose name appears as the beneficial owner of the shares in the records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognize any benami, Trust Equity, equitable contingent, future, partial interest, other claim to or interest in respect of such shares or (except only as by these Articles otherwise expressly provided) any right in respect of a share 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 share in the joint names of any two or more persons or the survivor or survivors of them.

**25.7 Rights of depositories and beneficial owners**

Notwithstanding anything to the contrary contained in the Act, or these Articles, a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of security on behalf of the beneficial owner.

Save as otherwise provided above, the Depository is the registered owner of the securities, and shall not have any voting rights or any other rights in respect of the securities held by it.

Every person holding securities of the Company and whose name is entered as a beneficial owner in

the records of the Depository shall be deemed to be a Member of the Company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a Depository

**25.8 Register and index of beneficial owners**

The Company shall cause to be kept a Register and Index of Members with details of shares and debentures held in materialized and dematerialized 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 Branch register of Members resident in that State or Country.

**25.9 Cancellation of certificates upon surrender**

Upon receipt of certificate of securities on surrender by a person who has entered into an agreement with the Depository through a participant, the Company shall cancel such certificates and shall substitute in its record, the name of the depository as the Registered Owner in respect of the said securities and shall also inform the Depository accordingly.

**25.10 Service Of Documents**

Notwithstanding anything contained in the Act, or these Articles, to the contrary, where securities are held in a depository, the record of the beneficial ownership may be served by such depository on the Company by means of hard copies or through electronic mode or by delivery of floppies or discs.

**25.11 Allotment of securities**

Where the securities are dealt within a Depository, the Company shall intimate the details of allotment of relevant securities to the Depository on allotment of such securities.

**25.12 Transfer of securities**

The Company shall keep a Register of Transfers and shall have recorded therein fairly and distinctly, particulars of every transfer or transmission of any share held in material form. Nothing contained in this Article 25.12 shall apply to transfer of securities held in depository.

**25.13 Distinctive number of Securities held in a depository**

The shares in the capital shall be numbered progressively according to their several denominations, provided, however that the provisions relating to progressive numbering shall not apply to the share of the Company which are in dematerialized form. Except in the manner provided under these Articles, no share shall be sub- divided. Every forfeited or surrendered share held in material form shall continue to bear the number by which the same was originally distinguished.

**25.14 Provisions of Articles to apply to shares held in depository**

Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in Depository so far as they apply to shares held in physical form subject to the provisions of the Depositories Act, 1996.

**25.15 Depository to furnish information**

Every Depository shall furnish to the Company information about the transfer of securities in the name of the beneficial owner at such intervals and in such manner as may be specified by laws and the Company in that behalf.

## 26 **Option to opt out in respect of any such Security**

If a beneficial owner seeks to opt out of a Depository in respect of any security, he shall inform the Depository accordingly. The Depository shall on receipt of such information make appropriate entries in its records and shall inform the Company.

The Company shall within 30 (thirty) days of the receipt of intimation from a Depository and on fulfilment of such conditions and on payment of such fees as may be specified by the regulations, issue the certificate of securities to the beneficial owner or the transferee as the case may be.

## 27 **Nomination Facility**

27.1 Every holder of shares, or holder of debentures of the Company may at any time, nominate, in the prescribed manner a person to whom his shares in or debentures of the Company shall rest in the event of his death.

27.2 Where the shares in or debentures of the Company or held by more than one person jointly, the joint holders may together nominate in the prescribed manner, a person to whom all the rights in the shares or debentures of the Company shall rest in the event of death of all the joint holders.

27.3 Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise in respect of such shares in or debentures of the Company where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in or debentures of the Company, the nominee shall, on the death of the shareholder or debentures holder of the Company or as the case may be on the death of the joint holders become entitled to all the rights in the shares or debentures of the Company or as the case may be all the joint holders in relation to such shares in or debenture of the Company to the exclusion of all the other persons, unless the nomination is varied or cancelled in the prescribed manner.

27.4 Where the nominee is a minor it shall be lawful for the holder of shares or debentures, to make the nomination and to appoint in the prescribed manner any person to become entitled to shares in or debentures of the Company in the event of his death in the event of minority of the nominee.

27.5 Any person who becomes a nominee by virtue of the provisions of the Act upon the production of such evidence as may be required by the Board and subject as hereinafter provided elect either to be registered himself as holder of the shares or debentures as the case may be, or to make such transfer of the share or debenture as the case may be, as the deceased shareholder or debenture holder, as the case may be could have made.

27.6 If the person being a nominee, so becoming entitled, elects to be registered himself as a holder of the share or debenture as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with a Death Certificate of the deceased share holder or debenture holder as the case may be.

27.7 All the limitations, restrictions and provisions of the Act, relating to the right to transfer and registration of transfer of shares or debentures shall be applicable to any such notice or transfer as aforesaid as if the death of the Member had not occurred and the notice or transfer where a transfer is signed by that shareholder or debenture holder, as the case may be.

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

27.9 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 or debenture and if the notice is not complied with within 90 days, the Board may thereafter withhold payments of all dividends, bonus, or other monies payable in respect of the share or debenture, until the requirements of the notice have been complied with.

27.10 A Depository may in terms of Sections 2(31), 73 and 74 of the Act at any time, make a nomination and above provisions shall as far as may be, apply to such nomination.

## 28 **Buy Back of Shares**

28.1 Subject to the provisions of Article 36.14 (Affirmative Vote Matters), the Company shall be entitled to purchase its own shares or other securities, subject to such limits, upon such terms and conditions and subject to such approvals as required under Section 68 of the Act and other applicable provisions of the Act, the Securities and Exchange Board of India Act, 1992 and the Securities and Exchange Board of India (Buy Back of Securities) Regulations 1998 and any amendments, modification(s), repromulgation (s) or re-enactment(s) thereof.

### **Buyback Policy**

28.2 The Company may maintain a buyback policy, as acceptable to the Parties hereof. It is clarified that at all times, unless otherwise agreed by and between all the Parties hereof, the dividend shall have the first preference in the distributable income of the Company (after payment of relevant Taxes) and would be payable in priority to the buyback obligation.

## 29 **Copies of Memorandum and Articles to be sent to Members**

Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 17 of the Act shall be sent by the Company to every Member at his request within seven days of the request on payment of such sum as may be prescribed.

## **INITIAL PUBLIC OFFERING**

## 30 **Initial Public Offering**

30.1 The Company shall make all reasonable endeavours and the Shareholders shall provide all reasonable support to the Company, to consummate an IPO within a period of 54 (fifty four) months from the Closing Date ("IPO Longstop Date") on such terms as decided by the Board of the Company, subject to the provisions of Articles 30.2 to 30.8. The Parties agree that any breach of this condition should not be deemed to be a violation of these Articles by the Company and the Investor shall not have any claims against the Company in this regard.

30.2 In the event that the Board determines that the Company should conduct the IPO process, the Company shall appoint a Lead Manager to undertake the IPO. In addition to the terms decided by the Board, the IPO shall be subject to each of the following terms and conditions:

30.2.1 the IPO is managed by a Lead Manager who is appointed by the Board, and the terms of the IPO including the pricing of the Securities offered in IPO, quantum of offering and split between the primary and secondary component to be offered in the IPO having been approved by the Board;

30.2.2 the IPO complies with all applicable Law; and

30.2.3 the offering is for the IPO undertaken in compliance with this Article 30.

30.3 The IPO may be conducted by way of:

30.3.1 a fresh issue of Shares of the Company; or

30.3.2 an Offer for Sale by the Shareholders of the Company, or

30.3.3 by way of a combination of both.

30.4 Expenses incidental to a registration or listing shall be paid by the selling Shareholders of the Company and the Company on a pro-rata basis, based on the number of Shares being sold by them.

- 30.5 The Company shall do all things necessary to facilitate and support such IPO, including provision of reasonable and complete access for purposes of due diligence to investment bankers and legal advisors appointed or purposes of the IPO, and participation by management in road shows and marketing efforts for the IPO.
- 30.6 Subject to applicable Law, the Company shall ensure that the Investor is not referred to or otherwise considered as a ‘promoter’ of the Company in connection with any IPO or any documents filed with Governmental Bodies, including SEBI, in connection therewith.
- 30.7 The Shareholders and the Company will take all such steps and extend all such co-operation to each other and the Lead Manager, underwriters and others as may be required for the purpose of completing the IPO, in accordance with the provisions of applicable Law.
- 30.8 Notwithstanding any other provision in this Article 30, in the event of an IPO proposed by the Company which would provide the Investor with at least 2 (two) times the value of the Initial Investment Amount (in rupee terms and the valuation being calculated with the assumption that all the then existing Securities of the Company would be sold in the IPO), the Existing Shareholders at their sole discretion may require the Investor to participate in an Offer for Sale component of the IPO up to 9.75% (nine point seven five percent) of the Share Capital (calculated as on the Closing Date) and in case of such election by the Existing Shareholders, the Investor shall be bound to participate to such extent as specified in the Existing Shareholders.
- 30.9 In the event of any IPO proposed by the Company, the Investor would have the right to participate in the said IPO by way of an Offer of Sale of the Securities held by the Investor in the Company.
- 30.10 Notwithstanding anything to the contrary in these Articles, in the event that the IPO is successfully completed, the Existing Shareholders and the Company shall not be under any obligation to provide an exit to the Investor under the terms of these Articles, including the exit rights set out under Article 31(Investor Exit Right) and Article 32(Investor Drag Right). Further, in such event, any and all rights of the Investor under these Articles including the exit rights set out under Article 31 (Investor Exit Right), Article 32 (Investor Drag Right) and Article 19 (Restriction on Transfer by the Investor) and any and all rights of the Existing Shareholders under clause 11.3 (Restriction on Transfer by the Investor) other than Articles 19.6, 21 (**Family Shareholders’ Tag Along Right**) and 33 (Ameera’s Drag Along Right) shall fall away and cease to have effect immediately and automatically (without any further action or deed).

## EXIT AND DRAG ALONG RIGHTS

### 31 Investor Exit Right

- 31.1 In the event that the Company is unable to complete the IPO within the IPO Longstop Date, the Investor shall be entitled to request the Company to seek sale of the Investor’s Securities in the Company to a third party (who is not a Competitor and/or a Sanctions Target) in one tranche (“**Secondary Exit**”) for a price which should provide on the Sale Shares a minimum amount of 2 (two) times the value of the Initial Investment Amount (in rupee terms) (“**Secondary Exit Price**”) payable simultaneous to the Transfer of the Investor’s Securities in the Company. Subject to Article 31.2, the Investor’s right as above to request the Company for a Secondary Exit shall be exercisable by the Investor by providing a request notice in writing at any time after the 51st (fifty first) month from the Closing Date (“**Secondary Exit Trigger Date**”).
- 31.2 Notwithstanding anything to the contrary in these Articles, the Parties agree and acknowledge that in the event that the Investor receives a Credible Offer (as defined below) from a third party buyer (who is not a Sanctions Target) pursuant to the Secondary Exit for purchase of the Investor’s Securities at the Secondary Exit Price and the Investor refuses to Transfer or elects not to Transfer its Securities under such Secondary Exit process under Article 31.1 (Secondary Exit) (for any reason whatsoever (other than regulatory restrictions and/or for non-fulfilment requirements, including conditions precedents, in any for the purchase of Securities by the third party buyer which in the Investor’s constructive assessment are not within its control), the Investor’s drag right under Article 32 (Investor’s Right to Drag Along) shall fall away and cease to have effect immediately and automatically (without any further action or deed) and the Investor shall be entitled to Transfer its Securities to only a third party

who is not a “Competitor”.

Provided that if the Investor refuses to Transfer or elects not to Transfer its Securities because the offer price of a Credible Offer, net of Taxes and any Tax escrows from the third party is below the Secondary Exit Price (“**Third Part Offer Price**”); or (ii) in case the Investor is unable to Transfer its Securities even after a Credible Offer has been provided because of regulatory restrictions on the Investor to sell its Securities; and/or for non-fulfilment of requirements which in its constructive assessment are not within its control on the Investor, the Investor shall have the right to exercise its drag-along with under Article 32 below, provided however that in the case of sub clause (i) above the price for Transfer in the drag is at a minimum price, net of Taxes and any Tax escrows which will provide the Family Shareholders, at least 5% (five percent) higher than the Third Party Offer Price, in case of rejection of the Third Party Offer Price.

For the purposes of this Article, “**Credible Offer**” means a *bona fide* and credible offer from a third party to purchase all of the Investor’s Securities and does not have any non-compete restrictions on the Investor and requires the Investor to provide only those representations and warranties specified in Article 31.3.

- 31.3 In any Secondary Exit, the Investor shall only be required to provide limited warranties in relation to its capacity to sell the Shares held by it in the Company, its title to the such Shares and other representations and warranties not related to the Company or its Subsidiaries or their respective business or operations which may be reasonably requested by the third party buyer.

## 32 **Investor’s Drag Along Right**

- 32.1 Subject to Articles 30.9 and 31.2, only in the event that the Investor is unable to sell all its Securities pursuant to the Secondary Exit (as above) within 9 (nine) months from the date of initial request by the Investor for any Secondary Exit (the date ending after the expiry of 9 months from the date of initial request by the Investor for any Secondary Exit is referred to as the “**Drag Commencement Date**”), the Investor shall have a right to drag along the Existing Shareholders and include all of the Shares and other Securities (and not part) then held by the Existing Shareholders along with the sale of all of the then existing Shares of the Company held by the Investor to any third party buyer (including a Competitor but not being an Affiliate of the Investor), on terms and conditions which do not oblige the Investor to non-compete restrictions and warranties which the Investor was not willing to accept as part of the Secondary Exit (“**Investor Drag-Along Right**”). This drag right shall be exercisable by the Investor for a period of 180 (one hundred and eighty) days from the Drag Commencement Date by providing a written notice wherein the price per Security and the identification of the buyer of such Securities shall be specified (“**Investor Drag Notice**”) to such effect to the Existing Shareholders (“**Investor Drag Exercise Period**”). The Drag-Along Right in terms of this Article 32 shall be exercised by Investor by delivering the Investor Drag Notice of 30 (thirty) days to the Existing Shareholders, specifying the price and number of Shares required to be Transferred pursuant to the Investor exercising its Drag-Along Right. For the avoidance of doubt, the transaction contemplated by the Investor Drag-Along Right may include any change of control transaction permitted under applicable Law, including a merger, sale of substantially all of the assets or Business, or otherwise.
- 32.2 In the event that the Investor exercises the Investor Drag-Along Right by issuing the Investor Drag Notice, the Existing Shareholders shall be required to Transfer all their Shares to such third party buyer identified by the Investor subject to the price per Share for such Transfer being no less favourable than the price offered by such third party buyer to the Investor. The Investor shall not enter into any agreements or arrangements with the third party buyer that would in any manner result in additional benefits or consideration being provided to the Investor without the prior written consent of the Existing Shareholders. Upon receipt of such Investor Drag Notice, the Existing Shareholders shall Transfer its Shares to the third party buyer simultaneously with the Transfer of the Shares held by Investor. The Existing Shareholders shall do all such things, take all such actions (including voting favourably at a Board meeting, a meeting of any committee of the Board, or a General Meeting) and provide all such assurances as may be required to consummate the transactions set forth in the Investor Drag Notice, and each Existing Shareholder shall provide such further documents or instruments required by Investor as may be reasonably necessary or desirable to effect the purpose of this Article 32 and the transactions set forth in the Investor Drag Notice.

32.3 Upon issuance of such Investor Drag Notice, the Investor shall ensure that the Transfer process of all the Shares held by the Existing Shareholders and the Investor to the third party buyer in accordance with this Article 32 is duly completed within a period of 90 (ninety) days therefrom, failing which the then exercised Investor Drag-Along Right shall expire and the Investor shall thereafter again have to seek a Secondary Exit from the Company and on failure of which, the Investor shall be entitled to exercise the Investor Drag-Along Right). The Company and the Existing Shareholders shall co-operate with the Investor to enable such Transfer to be effected.

In any sale of Securities by the Investor pursuant to the Investor Drag Along Right, the Investor shall only be required to provide limited warranties in relation to its capacity to sell the Shares held by it in the Company, its title to such Shares and other representations and warranties not related to the Company or its Subsidiaries or their respective business or operations which may be reasonably requested by the third party buyer.

32.4 The Investor undertakes that in the exercise of the Investor Drag-Along Right, it shall not provide any financing support to such third party buyer to whom the Shares are proposed to be sold pursuant to the exercise of the Investor Drag-Along Right under Article 32 and shall not retain any interest or rights in such Shares following the completion of such sale thereof.

### 33 **Ameera's Drag Along Right**

33.1 At any time after the Closing Date but before the expiry of the 3rd (third) anniversary of the Closing Date ("**Family Shareholders Drag-Exercise Period**"), Ameera shall have the right to drag along the Investor and include all of the Securities (and not part) then held by the Investor along with the sale of all of the then existing Securities held by the Existing Shareholders to any third party buyer other than a Sanctions Target ("**Family Shareholder Drag Along Right**"). In the event Ameera exercises the **Family Shareholders Drag-Along Right**, the Investor shall be required to Transfer all their Securities to a third party buyer identified by Ameera subject to the price per Security for such Transfer being no less favourable than the price offered by such third party buyer to the Existing Shareholders and the entire sale consideration for the aforementioned Shares is received by the Investor, in one single tranche, simultaneously with transfer of the relevant Shares.

Provided that Ameera shall be entitled to exercise the Family Shareholders Drag-Along Right (as aforesaid) only if the consideration amount payable to the Investor is such that for the Sale Shares it provides the Investor with at least 2.5 (two point five) times on the value of the Initial Investment Amount (in rupee terms).

33.2 The Family Shareholders Drag Along Right in terms of this Article 33 may be exercised by Ameera by delivering a written notice of 30 (thirty) days to the Investor specifying the price per Security for the Securities to be Transferred pursuant to Ameera exercising its Family Shareholders Drag Along Right and identifying the buyer of such Securities ("**Family Shareholders Drag Notice**"). Upon exercise of such Family Shareholders Drag Along Notice, the Existing Shareholders shall Transfer its Securities to the third party buyer simultaneously with the Transfer of the Shares held by Investor. For the avoidance of doubt, the transaction contemplated by the Family Shareholders Drag-Along Right may include any change of Control transaction permitted under applicable Law, including a merger, sale of substantially all of the assets or Business, or otherwise.

33.3 Upon issuance of such Family Shareholders Drag Notice, Ameera shall ensure that the Transfer process of all the Securities held by the Existing Shareholders and the Investor to the third party buyer in accordance with this Article 33 is duly completed within a period of 90 (ninety) days therefrom. The Company and the Investor shall co-operate with Ameera to enable such Transfer to be effected. The Investor shall do all such things, take all such actions (including voting favourably at a Board meeting, a meeting of any committee of the Board, or a General Meeting) as may be required to consummate the transactions set forth in the Family Shareholders Drag Notice, and the Investor shall provide such further documents or instruments required by Investor as may be reasonably necessary or desirable to effect the purpose of this Article 33 and the transactions set forth in the Family Shareholders Drag Notice.

33.4 In any sale of Securities by the Investor pursuant to the Family Shareholders Drag Along Right, the Investor shall only be required to provide limited warranties in relation to its capacity to sell the Shares held by it in the Company, its title to the such Shares and other representations and warranties not

related to the Company or its Subsidiaries or their respective business or operations which may be reasonably requested by the third party buyer. Each of the Existing Shareholders shall provide warranties to the Investor that the price paid by the transferee is the total consideration payable to the Existing Shareholders and the Investor and no other payments or valuable consideration (in cash or kind) contingent or otherwise is payable to the Existing Shareholders or their Affiliates to the exclusion of the Investor at the time of such transfer or any time in the future relating to the said sale.

- 34 The Parties agree and acknowledge that for the purposes of calculating the return on the Initial Investment Amount under these Articles (including IRR), all gross cash distributions and payments made by the Company to the Investor with respect to the investment (including dividends and/or payments pursuant to a buyback made by the Company) would be taken into account but any reimbursements to the Investor and/or indemnity payments to any of the Indemnified Parties and/or to Investor and its Affiliates as a Covenant Indemnified Party shall not be considered.

## MANAGEMENT

### 35 Board of Directors

- 35.1 The Board has the responsibility for the overall supervision and management of the Company and its Business.

- 35.2 Unless otherwise agreed in writing between the Parties, the Board shall constitute of 10 (ten) Directors. During the term of these Articles, (i) Ameera shall have the right, on behalf of the Existing Shareholders, to nominate 5 (five) directors or their alternates on the Board (“**Family Shareholders Directors**”) and recommend the appointment of 2 (two) independent directors on the Board; (ii) the Investor shall have the right to nominate 2 (two) directors or their alternates on the Board (“**Investor Directors**”) and recommend the appointment of 1 (one) independent director on the Board ; if there is no person appointed as an Investor Director, then the Investor shall be entitled to nominate an observer to attend and participate (but not vote) in meetings of the Board and any committees thereof (“**Observer**”). No Shareholder shall oppose the appointment of persons nominated or recommended by the other Shareholder as Director(s) or the nomination of the Observer and the rights and privileges of the Observer as set out in these Articles. Notwithstanding any other provision including Article 35.2 above, (i) in the event that the Investor’s shareholding in the Company (on a Fully Diluted Basis) falls below (a) 935,406 (nine hundred thirty-five thousand four hundred and six) Shares, subject to adjustments for any corporate actions of the Company which have an effect on the number of Shares *held by the Investor* including bonus issuance, stock split and stock consolidation; or (b) if the Qualifying Merger is consummated, 1/3<sup>rd</sup> of the total number of Securities held by the Investor in the Company immediately after completion of the procedures under the Act for the Qualifying Merger minus 91,040 (ninety-one thousand and forty), subject to adjustments for any corporate actions of the Company which have an effect on the number of Shares held by the Investor including bonus issuance, stock split and stock consolidation (as the case maybe), the Investor shall not have the right to appoint any Investor Director or recommend the appointment of any independent director on the Board or the right to nominate the Observer; (iii) in the event that at any time the Existing Shareholders’ shareholding in the Company (on a Fully Diluted Basis) falls below 50% (fifty percent), their right to nominate the Directors mentioned hereinabove shall continue as long as the Existing Shareholders (1) vote together with Ameera on all matters, (2) shareholding in the Company (on a Fully Diluted Basis) is at least 26% (twenty six percent) of the Share Capital (or such lower percentage of the Share Capital due to their inability to infuse further capital in the Company or due to the occurrence of a Qualifying Merger, Strategic Merger, or any other merger, or corporate reorganization or capital reorganization undertaken by the Company in accordance with the terms of these Articles), and (3) Ameera is be involved in the affairs of the Company in an executive capacity. In the event the aforesaid criteria is not met then the right of the Existing Shareholders to nominate Family Shareholders Directors and independent directors in aggregate shall be reduced to the number of Directors equal to the pro rata shareholding on which the Existing Shareholders are actually able to exercise voting rights as a block. In such event the remaining directors on the Board shall be nominated by the other Shareholders of the Company as per their pro rata shareholding in the Company. A Director shall be considered as independent if such Director satisfies the requirements of section 149(6) of the Act.

- 35.3 The Directors shall not be required to hold any qualification Shares. The Investor Directors shall not be liable to retire by rotation and shall be non-executive directors.

35.4 Investor Directors and their alternates by the Investor or its Affiliates and the Observer, as the case may be, shall not be considered by or designated or identified by the Company or any Subsidiary or the Existing Shareholders as: (A) responsible for the day-to-day management of the Company, (B) an “officer in default” under the Act, (C) “a person in charge of and responsible to the Company for the conduct of business of the Company” or any similar person under any applicable Law, (D) be designated as a Compliance Officer or (E) otherwise liable for any failure by the Company to comply with applicable Laws. The Company shall at all times retain one or more employee(s) who shall be the “officer(s) in default”, “person(s) in charge” or such other officer(s) for the purposes of compliance with all applicable Laws and be appointed as the Compliance Officer of the Company. The Investor agrees and acknowledges that each such Investor Director shall fulfil the following conditions: (i) No nominee of the Investor should be disqualified to be appointed as the director of the Company and/or the Material Subsidiary under any Law; and (ii) No nominee of the Investor would be on the board of directors of a Competitor.

35.5 Upon a Party specifying the appointment of a person as a Director pursuant to these Articles or the Investor nominating an Observer, as the case may be, the Parties shall exercise all their rights and powers (including, unless prohibited by applicable Law, their rights as or in respect of Directors) to cause the Board to forthwith (and in any event within 7 (seven) Business Days of such nomination or at the next Board meeting, whichever is earlier) to appoint such person as a Director of the Company and, unless the concerned Party changes or withdraws such nomination, to elect such Person as a Director of the Company at the next General Meeting and in the case of Observer, recognize and approve the nomination of the Observer and the rights and privileges of the Observer as set out in these Articles. The Director(s) nominated or recommended by the Investor and Ameera (as the case maybe) may be replaced only with the prior written consent of the Party nominating or recommending such Director, save and except to the extent where the right to have such director nominated/appointed is reduced.

### **35.6 Additional Director**

The Board shall have the right to appoint any person to act as a Director to fill in a casual vacancy (whether such vacancy occurs as a result of the death, disability, resignation, retirement or removal) of any Director (“Vacating Director”) subject to the maximum number prescribed under applicable Law. Any Director to be so appointed shall be nominated by the Shareholder with the right to nominate such Director in accordance with Article 35.2 and shall hold office only till the date the Vacating Director would have held office.

### **35.7 Alternate Director**

In the event that any Director (the “Original Director”) is away for a continuous period of not less than 3 (three) months from India, an alternate director (“Alternate Director”) may be appointed in his place. The Board shall only appoint a person as the Alternate Director who is named by the Party whose nominee or recommendation was the Original Director. The Party nominating or recommending the Alternate Director shall also have the right to withdraw its nomination and nominate another Alternate Director in his place. An Alternate Director so appointed shall be entitled to attend and vote in place of the Original Director at the meetings of the Board specified in the notices relating thereto.

### **35.8 Register of Charges**

The Board of 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 and shall duly comply with the requirements of the Act in regard to the registration of mortgages and charges therein specified.

## **36 Board Meetings**

### **36.1 Board Resolution**

36.1.1 Meetings of the Board shall take place in accordance with the Act at such times and locations as the Directors may determine from time to time, but in any event at least quarterly in such a manner that not more than 120 (one hundred twenty) days shall intervene between 2 (two) consecutive meetings.

36.1.2 In addition to physical meetings, the Board may act by circular resolution on any matter, except those

matters which under Section 179 (3) of the Act and Rules 4 and 8 of the Companies (Meetings of Board and its Powers) Rules, 2014 are required to be acted upon at a meeting in person.

- 36.1.3 The Board shall not, at any meeting, adopt any resolution covering any matter that has not been specified in the agenda for such meeting, unless otherwise agreed in writing by at least 1 (one) Family Shareholder Director and 1 (one) Investor Director and if no person is appointed as an Investor Director, then unless otherwise agreed in writing by the Investor instead of the Investor Director.

### 36.2 **Quorum**

- 36.2.1 No business shall be conducted at any Board meeting unless a quorum is present. The quorum requirement for meetings of the Board shall be as required under the Act except for matters listed in Article 36.14(Affirmative Vote Matters), where at least 1 (one) nominee Director of the Investor shall be present to constitute quorum.

- 36.2.2 If a meeting is held to be inquorate within 30 (thirty) minutes from the time when the meeting should have begun or if during the meeting there is no longer a quorum, the meeting shall be reconvened at the same time and at the same place 2 (two) Business Days later. At the reconvened meeting, the Directors present shall constitute the quorum subject to the requirement under applicable Law being met and any resolution duly passed at such meeting shall be valid and binding on the Company, regardless of the presence or otherwise of any Director designated by a particular Shareholder provided however that the Board shall not consider or take any decision on any Affirmative Vote Matter unless an (i) Investor Director or his Alternate Director is present if any Investor Director has been appointed; or (ii) a waiver or consent for such Affirmative Vote Matter has been provided in writing by the Investor or if appointed, the Investor Director or his Alternate Director prior to such reconvened meeting based on the agenda provided prior to the original meeting. The provisions of Article 36.2 shall apply to every Board meeting.

### 36.3 **Place of Board Meeting**

Meetings of the Board shall ordinarily take place in registered office of the Company or such other locations as may be determined by the Board.

### 36.4 **Notice for Board Meeting**

Other than matters which require urgent business to be transacted, the Company shall ensure that no meeting of the Board is held unless at least 7 (seven) days written notice is issued to the Directors and their alternates (if any) and if nominated, the Observer; provided however that for Affirmative Vote Matters, at least 7 (seven) days written notice shall be provided notwithstanding the urgency unless otherwise agreed to by the Investor ; provided also that if there is no person appointed as an Investor Director, then at least 7 (seven) days written notice shall be provided to the Investor. The Company shall also consider every Director's proposals or proposal made by the Investor, if there is no person appointed as an Investor Director, for items to be included in the agenda for each Board meeting, which is received at least 5 (five) Business Days before circulating any notice (other than a meeting on shorter notice in which case proposals provided as early as is reasonably possible) and each such proposal from the Director(s) or Investor, as the case may be, shall be included in the agenda for every Board meeting (including a meeting on shorter notice, if received within reasonable time period). Each notice of a Board meeting shall:

- (a) specify a reasonably detailed agenda; and
- (b) be sent by courier or email (to the address registered with the Company).

### 36.5 **Voting Rights**

Save and except such matters which may require higher votes in accordance with the provisions of applicable Law and those matters specified in Article 36.14(Affirmative Vote Matters), the Board shall decide on matters by simple majority vote. At any Board meeting, every Director present shall have one vote. *It is clarified that the Observer shall have no vote at a Board meeting but may otherwise fully participate as any Director including speak at each Board meeting and the Company shall duly record*

*the observations of the Observer in the minutes of the meeting.”*

### 36.6 **Participation by Video Conferencing**

Subject to provisions set out under applicable Laws, all or any of the Directors, or members of any committee of the Board and the Observer may participate in a meeting of the Directors or that committee by means of a video conference or such other audio-visual modes permitted under applicable Law. Accordingly, the Company shall provide to the Observer all details for participation in a Board meeting through video conferencing.

### 36.7 **Chairman**

All the Board and Shareholder meetings shall be chaired by the Chairman. Ameera shall have the right to appoint the Chairman provided (i) the Existing Shareholders' shareholding in the Company on a Fully Diluted Basis is at least 26% (twenty six percent) save and except if there is a fall in their shareholding due to Existing Shareholders' inability to infuse further capital in the Company or due to the occurrence of any merger, or corporate reorganization or capital reorganization undertaken by the Company in accordance with the terms of these Articles; (ii) the Existing Shareholders vote together with Ameera on all matters; and (iii) Ameera is involved in the affairs of the Company in an executive capacity.

### 36.8 **Key Employees**

36.8.1 During the term of the Shareholders Agreement, (x) Ameera shall be the Managing Director and Chief Executive Officer of the Company; and (y) in the event that Ameera vacates the post of Chief Executive Officer, for any reason whatsoever, any other person to be appointed as the Chief Executive Officer of the Company (as the case may be) shall be a nominee of Ameera; provided (i) Existing Shareholders' shareholding in the Company (on a Fully Diluted Basis) is at least 26% (twenty six percent), save and except if there is a fall in their shareholding is due to Existing Shareholders' inability to infuse further capital in the Company or due to the occurrence of a Qualifying Merger, or a Strategic Merger or any other merger, or corporate reorganization or capital reorganization undertaken by the Company in accordance with the terms of this Agreement; (ii) the Existing Shareholders vote together with Ameera on all matter; and (iii) Ameera is involved in the affairs of the Company in an executive capacity.

36.8.2 Board shall ensure that the person appointed as the Chief Financial Officer is appropriately qualified and has the necessary experience to implement the Business of the Company and to act in such capacity. The Board shall also have the right to determine the appointment and terms of appointment of all other officers of the Company from time to time.

36.8.3 All Key Employees shall report to the Chief Executive Officer.

### 36.9 **Committee(s)**

36.9.1 Subject to applicable Law, the Board shall be authorised to create such committees of the Board as it considers necessary or desirable to facilitate the operation of the Company.

36.9.2 Within 90 (ninety) days from the Closing Date, the Board shall constitute the following committee(s):

- (a) Compensation and human resources committee: The Company shall re-constitute its compensation and human resources committee ("**Compensation Committee**"), which shall meet at least once in every quarter and discuss matters as decided by the Board, including the policy relating to remuneration of the Directors, Key Employees and other employees and the grant of options to employees other than Directors and thereafter, submit their recommendations to the Board. The composition of the Compensation Committee shall be proportionate to the composition of the Board as set out in Article 35.2; and if no person is appointed as an Investor Director, and an Observer is nominated, then such Observer shall be entitled to attend the meetings;

- (b) Investment and capex Committee: The Company shall constitute an investment and capex committee (“**Investment Committee**”), which shall meet at least once in every quarter and discuss matters as decided by the Board, including: (i) proposals of investment in movable/immovable property(ies); (ii) proposals of investment in equity capital of other body corporates; (iii) all capex proposals for new projects; and (iv) evaluate all aspects of the techno commercial feasibility and financial viability of new projects, and submit their recommendations to the Board. The composition of the Investment Committee shall be proportionate to the composition of the Board as set out in Article 35.2; and if no person is appointed as an Investor Director, and an Observer is nominated, then such Observer shall be entitled to attend the meetings;
- (c) Audit committee: The Company shall re-constitute its audit committee (“**Audit Committee**”), which shall meet at least once in every quarter and consider and discuss the following matters: (i) appointment, remuneration and terms of appointment of Auditors and review and monitor the Auditor’s independence, including approval for any other services which may be provided by the Auditor and/or its Affiliates to the Company Group and performance and effectiveness of audit process; (ii) examination of the financial statement and the Auditor’s report prior to their submission to the Board; (iii) approval or modifications of transactions with related parties; (iv) scrutiny of inter-corporate loans and investments; (v) evaluation of internal financial controls and risk management systems; (vi) monitoring of the end use of funds raised by the Company and related matters, (vii) other matters as decided by the Board and submit their recommendations to the Board. Subject to applicable Law, the composition of the Audit Committee after the reconstitution shall be: (i) 3 (three) independent Directors of the Company; (ii) 1 (one) Family Shareholder Director; and (iii) 1 (one) Investor Director and shall at all times be chaired by an independent director; provided however that if no person is appointed as an Investor Director, and an Observer is nominated, then such Observer shall be entitled to attend the meetings. The Audit Committee and all Members thereof shall have complete and unhindered access to records and officers of the Company and shall have authority to investigate into any matter within its scope and for this purpose shall have power to obtain professional advice from external sources at the cost of the Company.
- (d) The Investor shall, in respect of the Material Subsidiaries, be entitled to appoint such proportion of directors on the Board and the committees, constituted under Article 36.9 of each Material Subsidiary that can be appointed by the Company, as is equal to the proportion that the shareholding of the Investor bears to the total shareholding of the Company, subject to a minimum of 1 (one) Investor Director where the Company has the right to appoint at least 2 (two) nominees on such Material Subsidiary ; and if no person is appointed as an Investor Director, and an Observer is nominated, then such Observer shall be entitled to attend the meetings of the boards of each Material Subsidiaries and the committees of such Subsidiaries.”
- (e) Articles 36.1 to 36.6 (Board Meetings) shall apply, mutatis mutandis, to meetings of any committee of the Board and/or any meetings of the board of Material Subsidiaries (to the extent the Company enjoys the rights).

### **36.10 Expenses and Directors’ Indemnification**

- 36.10.1 The Company shall, and shall cause the Material Subsidiaries to, indemnify and hold harmless the Directors and/or their alternates (including the Investor Director) and the Observer against all Losses that such Person may incur in relation to any business affairs of the Company or its Subsidiaries or joint ventures; and
- 36.10.2 Any Investor Director, including a director of the Investor on the board of the Material Subsidiary, who incurs reasonable out of pocket expenses such as travelling, hotel and other expenses in order to attend meetings of the Shareholders, Board and committee of Board of the Company or the Material Subsidiaries, as the case may be, shall be entitled to have such expenses reimbursed by the Company and/or Material Subsidiary as the case may be (including in relation to expenses relating to attendance at Board meetings or a meeting of the committee), as may be determined by the respective Board. Subject to the applicable Laws, the Investor Director or the Observer, as the case may be, shall be entitled to all the rights and privileges of other directors.

36.10.3 The Company shall extend and maintain suitable directors and officer's insurance for all the Investor Directors from a reputable insurance company in respect of claims or liabilities resulting from the actions or omissions of the Investor Directors in their capacity as directors of the Company and/or Material Subsidiaries for an amount of USD 10,000,000 (United States Dollars ten million) for each Investor Director.

### **36.11 Shareholders Meeting**

36.11.1 An AGM shall be held each calendar year within 6 (six) months following the end of the previous Accounting Period of the Company but not later than 15 (fifteen) months from the previous AGM.

36.11.2 Unless a shorter notice period is permitted in accordance with the Act, no General Meeting shall be held unless at least 21 (twenty-one) Business Days clear notice (in written or through electronic mode) of that meeting has been given to each Shareholder, Director and the Auditors. Matters not on the agenda circulated in advance to the Shareholders may not be raised at a General Meeting unless all of the Shareholders agree in writing.

36.11.3 **Quorum:** The quorum for any meeting of the Shareholders of the Company ("**First Scheduled Shareholder Meeting**") shall include a representative of the Investor and the Family Shareholders, present throughout the meeting ("**Shareholder Meeting Quorum**"), unless otherwise agreed mutually among the Investor and the Family Shareholders. In case the First Scheduled Shareholder Meeting cannot be conducted on the date fixed for such meeting due to, lack of Shareholder Meeting Quorum, then the First Scheduled Shareholder Meeting shall stand adjourned to 5th (fifth) Business Day, at the same place and same time ("**Second Scheduled Shareholder Meeting**"). In the event the Shareholder Meeting Quorum is not present at such Second Scheduled Shareholder Meeting, then the Second Scheduled Shareholder Meeting shall be convened with the shareholders present for such Second Scheduled Shareholder Meeting. At such Second Scheduled Shareholder Meeting, the Shareholders present shall constitute the quorum, subject to the Act and any resolution duly passed at such meeting (other than in relation to Affirmative Vote Matters) shall be valid and binding on the Company, regardless of the presence or otherwise of any Person designated by a particular Shareholder.

No action, discussion or voting shall be taken up in respect of any of the Affirmative Vote Matters at a General Meeting if the Investor has not notified the Company of its written consent on an agenda item relating to the Affirmative Vote Matters or is present in the meeting and has voted in the affirmative for such Affirmative Vote Item. However, if the Investor's written consent to the Affirmative Vote Matters before the General Meeting has been obtained there would be no requirement of separately obtaining the Investor's consent in the General Meeting for the Affirmative Vote Matters.

36.11.4 **Resolution at General Meeting.** At all General Meetings, resolutions put to the vote shall be decided on a poll. Each Shareholder holding Shares shall have 1 (one) vote for each fully paid-up Share held by such Shareholder.

### **36.12 Voting Rights**

36.12.1 Every Shareholder and Director (appointed as such in terms of these Articles) shall exercise all of their voting rights or cause their power to vote to be exercised, at the General Meetings or meetings of the Board, as the case maybe, so as to ensure the approval of any and every resolution necessary or desirable to procure that the affairs of the Company are conducted in accordance with and to give full effect to these Articles to the true intent and meaning of these Articles.

36.12.2 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 present in person shall have one vote; and

(b) on a poll, the voting rights of Members shall be in proportion to his share in the paid-up equity share capital of the Company.

- 36.12.3 A Member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
- (a) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- (b) For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.
- 36.12.4 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 guardian may, on a poll, vote by proxy.
- 36.12.5 Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
- 36.12.6 No Member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
- 36.12.7 No objection shall be raised to the qualification of any voter except at the meeting or adjourned 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.
- 36.12.8 Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
- 36.12.9 No Party shall agree to be bound by any agreement or like arrangements of any kind (including any arrangement or agreement with respect to the acquisition, disposition or voting of any Shares) with any Person (including any Person that becomes a Shareholder hereafter) that is inconsistent with any of the provisions of these Articles.

### **36.13 Proxy**

- 36.13.1 The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 (forty eight) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 (twenty four) hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
- 36.13.2 An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
- 36.13.3 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 the 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.

### **36.14 Affirmative Vote Matters**

- 36.14.1 As long as the Investor's shareholding in the Company (on a Fully Diluted Basis) does not fall below (a) 935,406 (nine hundred thirty-five thousand four hundred and six) Shares, subject to adjustments for any corporate actions of the Company which have an effect on the number of Shares held by the Investor including bonus issuance, stock split and stock consolidation ; or

(b) if the Qualifying Merger is consummated, 1/3rd of the total number of Securities held by the Investor in the Company immediately after completion of the procedures under the Act for the Qualifying Merger minus 91,040 (ninety-one thousand and forty) Shares, subject to adjustments for any corporate actions of the Company which have an effect on the number of Shares held by the Investor including bonus issuance, stock split and stock consolidation (as the case maybe), no decision shall be taken in respect of any matters as set out in Schedule 4 to these Articles hereinafter (the “**Affirmative Vote Matter**”), whether at a Board meeting or meeting of any committee of the Board, General Meeting or otherwise, of the Company, without: (i) the affirmative vote or written confirmation of at least 1 (one) Investor Director or his Alternate Director, if such Affirmative Vote Matter is proposed at a Board Meeting (or meeting of any committee of the Board) and a person is appointed as an Investor Director; or (ii) the affirmative vote or the written confirmation of the Investor, if such Affirmative Vote Matter is proposed at a General Meeting or no person is appointed as an Investor Director. It is clarified that all the Affirmative Vote Matters in relation to the Subsidiaries (to the extent applicable and set out in Schedule 4 to these Articles) shall be discussed at the Board meeting of the Company and the Investor shall have the right to exercise its affirmative vote at or prior to such Board meetings. The nominees of the Company on the board of the Subsidiaries shall vote in accordance with the decision of the Board in relation to such Affirmative Vote Matters.

- 36.14.2 If at any time the Existing Shareholder, together with Ameera, hold less than 26% (twenty six percent) of the Shares Capital on account of their inability to infuse further capital in the Company or due to the occurrence of a Qualifying Merger, or a Strategic Merger or any other merger, or corporate reorganization or capital reorganization undertaken in accordance with the terms of these Articles), then the Investor shall vote along with the Family Shareholders in respect to any business matters placed before the meeting of the Board (or any committee of the Board), except for (i) the Affirmative Vote Matters (ii) other matters where the Investor has reasonable belief that it would incur additional legal liability on the Investor and/or Investor Directors or the Observer; (iii) any matter which could cause or continue a breach of applicable Law, or (iv) matters involving a Sanctions Target; provided that the requirement of Investors to vote along with the Family Shareholders in this Article 36.14.2 shall fall away if, at any time, (A) the Existing Shareholders do not vote together with Ameera on any matter or (B) Ameera ceases to be involved in the affairs of the Company in an executive capacity.

In relation to Affirmative Vote Matters which relate to the Material Subsidiaries of the Company, the Company undertakes to exercise all its rights under applicable Law to ensure that the Material Subsidiaries refer all decisions relating to the Affirmative Vote Matters to the Board and not undertake any Affirmative Vote Matter, without the specific approval of Board.

The Company shall exercise its voting rights at the board and general meeting of the Subsidiaries (to the extent applicable) and joint ventures and direct their nominees, if any, on the board of such Subsidiaries and joint ventures, to ensure that its Subsidiaries and any joint ventures where the Company has a shareholding of atleast 26% (twenty six percent) (“**Joint Ventures**”), are at all times be compliant with applicable Foreign Exchange Management Act, 1999 and rules and regulations made thereunder and the Foreign Direct Investment Policy issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India, with effect from May 12, 2015 (“**FDI Policy**”).

- 36.14.3 The Parties agree that the principles set out in Article 36.14 is fundamental to the governance of the Company and the Material Subsidiaries and each Party undertakes not to commit any act or omission that would violate or prejudice the spirit and intent of these Articles 36.14. If any other provision of these Articles conflicts with the provisions of Article 36.14, this Articles 36.14 shall prevail and be given effect to.

### **37 MANAGING DIRECTOR(S)/ WHOLE-TIME DIRECTOR(S) / CHIEF EXECUTIVE OFFICER**

- 37.1 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 or whole-time Directors.

37.2 The Board of Directors may from time to time resolve that there shall be either one or more Managing Directors or Whole time Directors.

37.3 In the event of any vacancy arising in the office of a Managing Director or Whole- time Director, the vacancy shall be filled by the Board of Directors subject to the approval of the members.

37.4 If a Managing Director or whole time Director ceases to hold office as Director, he shall ipso facto and immediately cease to be Managing Director/whole time Director.

37.5 The Managing Director 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.

37.6 Ms Ameera Shah shall be the Managing Director of the Company

37.7 Dr. Sushil Shah shall be the non-executive chairman of the Company.

37.8 Powers and duties of Managing Director or whole-time Director:

37.8.1 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 presents 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.

37.8.2 The responsibility, and reasonably appropriate powers, for the day to day management of the Company and implementation of the Investor Business Plan shall be delegated to its Chief Executive Officer ("CEO"), who shall exercise such powers as may be delegated by the Board of Directors subject to its overall supervision and control and subject at all times to the affirmative rights of the Investor. The roles and responsibilities of the CEO, who shall carry out the said roles and responsibilities subject to its overall supervision and control of the Board of Directors and subject at all times to the affirmative rights of the Investor (Under Article 36.14) are set out below:

- (a) delivering on the Company's Annual Business Plan, as determined by the Board;
- (b) identifying potential new businesses / new revenue streams;
- (c) executing the Company's organic growth initiatives across all business lines and subsidiaries;
- (d) identifying and executing the Company's inorganic growth initiatives;
- (e) to interact with media and manage PR activities. All media interactions by the CEO \ should be under the directions and code evolved by the Board;
- (f) implementing robust internal control systems within the Company;
- (g) prudent cash flow management;
- (h) effective recruitment and utilization of human resources and succession planning;
- (i) representing all key matters to the Board of the Company;
- (j) recommending to the Board and various management committees the key actions proposed and implementing the same on approval by the Board; and

(k) upholding and further improving the Company's testing quality standards.

37.9 Subject to the provisions of the Act and these Articles, and subject to such sanction of Central Government/Financial Institutions as may be required for the purpose, the Managing Directors/whole-time Directors/CEO shall receive such remuneration (whether by way of salary commission or participation in profits or partly in one way and partly in another) as the Company in General Meeting may from time to time determine.

37.10 The Managing Directors/whole-time Directors/CEO 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.

### **38 Dividend Distribution Policy**

38.1.1 Dividends shall be declared and paid by the Company as and when and in amounts determined by the Board, in accordance with applicable Law, of the distributable income of the Company, On the earlier of (i) the second board meeting held by the Company pursuant to Closing Actions on the Closing date and (ii) March 31, 2016 the Company shall adopt a dividend policy (x) that reflects the understanding that the entire amount of the relevant fiscal year's standalone profits that is capable of being distributed as dividend under applicable Law by the Company shall at least be mandatorily paid out as dividends in each year.

38.1.2 Subject to relevant applicable Law including Section 123 of the Act, the Board may declare and pay interim dividends out of the surplus in the profit and loss account and out of profits of the Accounting Period in which such dividends are sought to be declared and paid.

38.2 The profits of the Company, subject to any special rights, relating thereto created or authorized to be created by these presents and subject to the provisions of the presents as to the Reserve Fund, shall be divisible among the members in proportion to the amount of capital paid up on the shares held by them respectively and the last day of the year of account in respect of which such dividend is declared and in the case of interim dividends on the close of the last day of the period in respect of which such interim dividend is paid.

38.3 Where capital is paid in advance of calls, such capital shall not, confer a right to participate in the profits.

38.4 The Company in General Meeting may, subject to the provisions of these Articles, declare dividends but no dividend shall exceed the amount recommended by the Board.

38.5 No dividend shall be payable except out of the profits of the year or any other undistributed profits except as provided by Section 205 of the Act.

38.6 Subject to compliance with applicable Laws and provisions of Article 38.1, the Board may, before recommending any dividends, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends and pending such application, may, at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time think fit.

38.7 The Board may also carry forward any profits when it may think prudent not to appropriate to Reserves.

38.8 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.

- 38.9 Any General Meeting declaring a dividend may make a call on the members as such amount as the meeting fixed, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the members be set off against the call.
- 38.10 Any one of two or more joint holders of a share may give effectual receipt for any dividends, or other moneys payable in respect of such shares.
- 38.11 Notice of any dividend that may have been declared shall be given to the persons entitled to share thereto in the manner mentioned in the Act.
- 38.12 No dividends shall bear interest against the Company.
- 38.13 Subject to the provisions of Section 206 A of the Act, any transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.
- 38.14 Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration, the Company shall 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 called "Metropolis Healthcare Limited Unpaid Dividend Account".
- 38.15 Any money transferred to the unpaid dividend account of the 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 Investors Education And Protection Fund established under section 205C of the Act
- 38.16 No unclaimed or unpaid dividend shall be forfeited by the Board before the claim becomes barred by law.

## **FINANCIAL MATTERS, INFORMATION, BUSINESS PLAN AND REPORTING**

### **39 Audit**

The Company shall, and shall exercise its voting rights at the Board and General Meeting and direct its nominees on the board of such Subsidiaries (to the extent the rights are available with the Company) that each Subsidiary shall, adopt the Accounting Principles in relation to its financial statements and the Company shall procure that as soon as reasonably practicable after the end of each Accounting Period, that the Company prepares a report and accounts in accordance with the Accounting Principles and its obligations under applicable Laws.

### **40 Auditors**

The Company shall, and shall exercise its voting rights at the Board and General Meeting and direct its nominees on the board of such Subsidiaries (to the extent the rights are available with the Company) that each Material Subsidiary and such other Subsidiaries which in aggregate constitutes at least 85% (eighty five percent) of the gross consolidated turnover of the Company in the preceding Accounting Year, shall, appoint one of the following firms or their Affiliate entities in India or such other firm as may be mutually agreed between the Family Shareholders and the Investor, as its auditor:

- 40.1 Grant Thornton;
- 40.2 Price Waterhouse Coopers;
- 40.3 Ernst & Young;
- 40.4 KPMG; or
- 40.5 Deloitte Touche Tohmatsu.

Provided however, the Company will ensure that each Subsidiary, which as on date of adoption of these Articles, has any of the aforementioned firms or their Affiliates as its auditor, shall either continue to have that firm or its Affiliate entities as its auditor, or shall have any of the other aforementioned firms or their Affiliates, provided further that, this shall not be applicable for appointment of auditors of Nawaloka Metropolis Laboratories Services Private Limited and Metropolis Health Services (South Africa) (Pty) Limited. The Company undertakes to vote in each of Nawaloka Metropolis Laboratories Services Private Limited and Metropolis Health Services (South Africa) (Pty) Limited, cause all of its nominees on the board of Nawaloka Metropolis Laboratories Services Private Limited and Metropolis Health Services (South Africa) (Pty) Limited to vote, and for itself to exercise all contractual rights as available to it in a manner that auditors as aforementioned can be appointed on each of Nawaloka Metropolis Laboratories Services Private Limited and Metropolis Health Services (South Africa) (Pty) Limited, unless it has obtained the prior written consent of the Investor to not have auditors as aforesaid.

#### 41 **Business Plan**

The Board shall agree to an annual Business Plan. The Business Plan will be reviewed and updated annually by the Board.

#### 42 **Accounts**

- 42.1 The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of Members not being directors.
- 42.2 Subject to the provisions of Article 44 (Inspection), no Member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

#### 43 **Inspection**

The Investor and Investor Directors, through their representatives, shall have reasonable access during business hours (at their costs) to examine the financial books, the business records, bookkeeping and accounting records, income tax records and returns, and other records of the Company, its Subsidiaries and Joint Ventures from time to time, to make extracts and copies therefrom and to have full access to all of the Company's and (to the extent the Company has rights) the Subsidiary's and Joint Venture's property and assets. The Investor and/or the Investor Director, as the case may be, shall provide a minimum notice of at least 3 (three) Business Days to the Company before undertaking such inspection.

#### 44 **Information and Reporting**

- 44.1 The Parties shall procure the Company to supply each Party with:
  - 44.1.1 no later than 31 March, an annual consolidated Business Plan for the next Accounting Period (including a budget containing a monthly income statement and key balance sheet and cash flow items such as capital expenditure, fixed assets and working capital) and headcount of the Company and Subsidiaries;
  - 44.1.2 within 45 (forty five) days from the end of each quarter, quarterly reports, including a narrative describing the Company and its Subsidiaries' progress during the period in question;
  - 44.1.3 such other data, reports, information and supporting records as the Investor, may from time to time reasonably request in relation to the Company or its Subsidiaries, except for any confidential information pertaining to the patient records;
  - 44.1.4 a copy of the Audited Accounts prepared in accordance with the laws applicable in and the accounting standards, principles and practices generally accepted in India, within 120 (one hundred twenty) days of the end of the Accounting Period to which the Audited Accounts relate, provide that such Audited Accounts may exclude data of its Subsidiaries located outside India if they have not submitted such

data within 90 (ninety) days of the end of the Accounting Period to which the Audited Accounts relate. It is clarified that the Company shall undertake all reasonable efforts to ensure that each Subsidiary, whether in India or located outside of India, provide their relevant financial data to the Company in time;

- 44.1.5 within a maximum period of 7 (seven) days following any material event in relation to the Company, its Subsidiaries or the Business, information regarding such event;
- 44.1.6 monthly management information system statements (including but not limited to consolidated revenues, consolidated EBITDA, capex, total laboratories, total collection centers, key items of the balance sheet and cash flow such as capital expenditure, fixed assets and working capital) of the Company and its Subsidiaries, including details of any Related Party transactions, to be supplied within 21(twenty one) days of the end of the month to which they relate (the first day being the first day of the following month); provided that for the first 12 (twelve) months after the Closing Date, the period of 21(twenty one) days above shall be read as 30(thirty) days; and
- 44.1.7 to the extent the Company is aware, share such information concerning any indication of interest (received in writing) in respect of any Shares in the Company or any Subsidiary or in respect of any substantial part of the Business, together with any developments which might reasonably lead to an exit for Investor.

#### 45 Audit Right

The Investor shall be entitled to, from time to time, with at least 15 (fifteen) days' prior written notice, at Company's expense, appoint such third party independent consultants, auditors and technical experts ("**Third Party Consultants**") as it may deem fit to assess, audit and report to the Investors on any particular or generic matter relating to the performance and operations of the Company and each Subsidiary. Provided however, the Investor shall exercise its rights to appoint such Third Party Consultants only once every Accounting Period in relation to any specific matter.

For the aforesaid purposes, the Company and the Family Shareholders shall promptly provide all assistance, make available all information, books, registers, contracts, documents and records and provide access to all premises, sites, offices, laboratories, personnel, officers, employees, agents, accountants, consultants, etc. of the Company and / (to the extent the Company enjoys such rights) of its Subsidiaries as the Investor and / or its agents, representatives, and Third Party Consultants may reasonably require to undertake such audit and assess the performance and operations of the Company and/or its Subsidiaries (to the extent that the Company enjoys such rights).

#### 46 **Other Covenants of the Company:**

The accounting records of the Company and its Material Subsidiaries shall be kept at their respective registered offices or at such other place, as the Board may deem fit and proper.

#### 47 **Compliance with applicable Laws**

- 47.1 After the Closing Date, the Company undertakes to, and shall exercise its voting rights at the board and general meeting of the Subsidiaries (to the extent applicable) and Joint Ventures and direct their nominees, if any, on the board of such Subsidiaries and Joint Ventures to ensure that, they shall not intentionally or deliberately breach the provisions of all applicable Laws, as amended from time to time including the FDI Policy (as defined below).

#### **Anti-Corruption and SDN Covenants**

- 47.2 The Company agrees that neither any member of the Company Group and its other Subsidiaries, nor any Company Representative shall, directly or indirectly, make or authorize any offer, gift, payment, or transfer, or promise of, any money or anything else of value, or provide any benefit, including but not limited to the payment of referral fees, to any Government Official, Government Body, or Person that would result in a breach of any Anticorruption Law, by the Company.
- 47.3 The Company agrees that all members of the Company Group and its other Subsidiaries shall remain in full compliance with applicable Sanctions Laws and Regulations.

- 47.4 The Company agrees that no Government Official will serve in any capacity within the Company or any Subsidiary, including as a board member, employee, or consultant.
- 47.5 The Company agrees that the Company and its Subsidiaries shall make and keep books, records and accounts, which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Company and its Subsidiaries' assets, and devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that:
- 47.5.1 transactions are executed in accordance with management's general or specific authorization and are recorded as necessary to permit preparation of financial statements in conformity with GAAP to maintain accountability of such assets;
  - 47.5.2 access to assets is permitted only in accordance with management's general or specific authorization; and
  - 47.5.3 the recorded accountability for assets is compared with existing assets at reasonable levels and appropriate action is taken with respect to any differences.
- 47.6 The Company agrees to allow Investor to review its books and records and have access to persons or premises at all reasonable times that Investor shall reasonably require in order to allow Investor to comply with the obligations under this Article 48 to which it is subject under any applicable Laws.
- 47.7 The Company agrees that during the period of investment from Investor, it will provide Investor and its affiliates with a quarterly compliance certificate and/or complete a form of compliance certificate, in each case in the form set out in Schedule III, in relation to Sanctions Laws and Regulations ("**Compliance Certificate**"). The Compliance Certificate shall be issued by an affiliate of Investor and the Compliance Certificate must be completed and returned by Company within 5 (five) Business Days of receipt. The certification email shall be delivered by an affiliate of Investor to the details as set out in the Shareholders Agreement :
- 47.8 The Company agrees that within 100 (one hundred) days of the Closing Date, it shall adopt and implement compliance procedures, training and monitoring program, including but not limited an anti-corruption compliance policy to the satisfaction of Investor. At the request, and expense of the Investor, the Company shall arrange, and ensure attendance by selected officers and managers, training sessions in relation to the above.
- 47.9 The Company agrees to cooperate with any compliance audit or investigation by Investor and provide all reasonable information and assistance requested upon an investigation or inquiry by a Governmental Body directed to the Company.
- 47.10 The Company shall exercise its rights (to the extent the rights are available with the Company) and it shall ensure that its Subsidiaries shall, enforce all agreements entered into with their Related Parties ("**Related Agreements**") and pursue all rights and remedies thereunder or at Law, in the event of default or cause arising under the Related Agreements, expeditiously and in good faith and in consultation with, and having regard to the advice of the Investor.
- 47.11 It is hereby agreed by the Parties that there shall be no obligation whatsoever on the Investor and/or its Affiliates to provide any debt or other form of financial assistance to the Company or its Subsidiaries or to Encumber any Securities held by the Investor or other assets or to provide any guarantees or other form of support (financial or otherwise) to any Person or entity, in relation to any debt or financial assistance to be obtained by and/or provided to the Company and/ or its Subsidiaries from any Person.
- 47.12 The Company shall promptly intimate the Investor and provide a confirmation in writing (duly executed by 2 (two) whole time directors) of the names of any new JV Partner of the Company, inducted during the period of 2 (two) years from the Closing Date. For the purposes of this Article 47, "**JV Partner**" means any person who directly or through an Affiliate and/or associate: (i) is a shareholder, director or partner in a person in which the Company or any Affiliate or any associate of the Company, owns any share capital, voting interest, economic interest; (ii) has entered into a joint venture agreement or memorandum of understanding or any binding agreement for business

partnership with the Company or an Affiliate or an Associate of the Company; or (iii) has transferred/sold any part of their business to the Company or any Affiliate or associate of the Company, including through transfer of share capital;

- 47.13 After the expiry of 2 (two) years from the Closing Date, the Company shall provide the Investor, with a written confirmation (duly executed by 2 (two) whole time directors) of the list of 5 (five) potential JV Partners with whom the Company is in discussions with.
- 47.14 During the period of 2 (two) years from the Closing Date, upon the change in the nomenclature of the positions set out in Schedule VII of the Share Purchase Agreement such change in nomenclature shall be notified in writing to the Investor.
- 47.15 During the period of 4 (four) years from the Closing Date, if the Company vacates any of the identified premises set out in Schedule VIII of the Share Purchase Agreement and each of the undertakings provided by each of Mefort Hospitals Private Limited and Trivitron Healthcare Private Limited of its own volition, the Company shall notify the Investor in writing.
- 47.16 The Company shall exercise its voting rights at the Board and General Meeting (to the extent permitted under applicable law) and right to direct its nominees on the board of its Subsidiaries and Joint Ventures (to the extent the rights are available with the Company), to ensure that that its Subsidiaries and Joint Ventures shall, at all times maintain true and fair and complete accounting and other financial records in accordance with applicable Law and GAAP.

#### **FUTURE CAPITAL ISSUANCE**

#### **48 Issue of Capital**

The Company may raise fresh capital from time to time including through any fresh issuance and allotment of Shares offered on a rights basis to the Shareholders or on a preferential basis to Shareholders or third parties, in the manner prescribed in Article 48. If the Company issues fresh capital on a rights basis and the Investor or any of the Existing Shareholders do not participate in such rights issue, then the Investor and the relevant Existing Shareholder (as the case may be) acknowledges that their shareholding in the Company may get diluted.

#### **49 Anti-Dilution**

- 49.1 The Company shall not issue any Securities to any Person on an preferential basis (“**Proposed Recipient**”) unless the Company has offered to the Existing Shareholders and the Investor (“**Offeree**”), in accordance with the provisions of Articles 48 and 49, the right to subscribe to its Pro Rata Share, of such issuance for a per unit consideration, payable solely in cash, equal to the per unit value of the Securities being issued to the Proposed Recipient (including per unit consideration, if any to be paid by the Proposed Recipient) on the same terms and conditions as are offered to the Proposed Recipient.
- 49.2 The Company shall make an offer as above by delivering a notice (the “**Offer Notice**”) to the Offeree, stating (a) its intention to offer such Securities, (b) the number of such Securities to be offered, and (c) the price and terms, if any, upon which it proposes to offer such Securities. By written notification to the Company within 30 (thirty) calendar days after receipt of the Offer Notice (“**Offer Period**”), the Offeree may elect to purchase or obtain, at the price and on the terms specified in the Offer Notice, up to their Pro Rata Share. If the Offeree fails to provide the Company with a written notice accepting to buy up to their Pro Rata Share within the Offer Period, the Offeree shall be deemed to have declined its rights to purchase such Securities. Subject to applicable Law, the valuation at which the Securities may be subscribed to by the Offeree pursuant to Article 49 above shall be equal to the per unit value of the Securities being issued to the Proposed Recipient.
- 49.3 In the event that the Offeree exercises its right under and in accordance with Articles 49.1 and 49.2 above, the Company shall forthwith take all necessary steps to issue the Securities to the Offeree upto their Pro Rata Share as indicated by the Offeree pursuant to an exercise of its right, subject to applicable Law.
- 49.4 If any Offeree refuses or fails to subscribe all or part of such Securities in accordance with Articles

49.1 and 49.2 above, the right to subscribe such remaining unsubscribed Securities (“**Non-Subscribed Securities**”) shall devolve on the other Shareholder who is desirous of subscribing to such Non-Subscribed Securities and has initially participated in the subscription of the Securities (“**Subscribing Party**”) within 7 (seven) days from the Offer Period (“**Second Offer Period**”). The Subscribing Party may then subscribe to such Non-Subscribed Securities and the non-subscribing Party’s shareholding in the Company will be reduced to the extent of the subscription by the Subscribing Party.

However, if any Securities referred to in Article 49.4 above are not elected to be subscribed by the Subscribing Party within the Second Offer Period, the Company may, during the 60 (sixty) day period following the expiration of the Offer Period, undertake the preferential allotment by offering the remaining unsubscribed portion of such Securities in the manner stipulated under Sections 42 and 62 (1) (c) of the Act to the Proposed Recipient at a price not less than, and upon terms no more favourable than, those specified in the Offer Notice. In such an event, the Offeree acknowledges that their shareholding in the Company may get diluted.

- 49.5 The anti-dilution right set out under Articles 48 and 49 shall not be applicable in case of an IPO or issuance of any Securities to Existing Shareholder and/or their Affiliates with the prior approval of the Investor.
- 49.6 Notwithstanding anything contained in this Article 49, it is agreed by the Parties that no Securities shall be issued to any Person that is a Sanctions Target.
- 49.7 No issuance of Securities of the Company to a Proposed Recipient may be made pursuant to these Articles unless the Proposed Recipient has agreed to be bound by the terms and conditions of these Articles and has executed an Affiliate Deed of Adherence or a Third Party Deed of Adherence, as the case may be.

## SHARE WARRANTS

### 50 Rights to issue share warrants

- 50.1 The Company may issue share warrants subject to, and in accordance with the Act.
- 50.2 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.

### 51 Rights of warrant holders

- 51.1 The bearer of the share warrant may at any time deposit the warrant at the office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right to signing a requisition, for calling a meeting of the Company, and of attending, and voting and exercising other privileges of a Member at any meeting held after the expiry of two clear days from time of the deposit, as if his name were inserted in the Register or Members as the holder of the shares included in the deposited warrant.
- 51.2 Not more than one person shall be recognized as the depositor of the share warrant.
- 51.3 The Company shall, on two days written notice, return the deposited share warrant to the depositor.

### 52 Bearer of Share Warrants

- 52.1 Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant, sign a requisition for calling a meeting of the Company, or attend, or vote or exercise any other privileges of a Member at a meeting of the Company, or be entitled to receive any notice from the Company.
- 52.2 The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Members as the holder of the shares included in the

warrant, and he shall be Member of the Company.

**53 Board to make rules**

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.

**COMMON SEAL**

54 The Board shall provide for the safe custody of the seal.

55 The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

**CAPITALISATION OF PROFITS**

56 Subject to the provisions of Article 36.14 (Affirmative Vote Matters), the Company in general meeting may, upon the recommendation of the Board, resolve –

56.1 that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

56.2 that such sum be accordingly set free for distribution in the manner specified in these articles amongst the Members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

57 The sum aforesaid shall not be paid in cash but shall be applied, subject to the provisions contained in these articles, either in or towards –

57.1 paying up any amounts for the time being unpaid on any shares held by such Members respectively;

57.2 paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such Members in the proportions aforesaid;

57.3 partly in the way specified in Article 57.1 and partly in that specified in Article 57.2;

57.4 a securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares;

57.5 The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

58 Whenever such a resolution as aforesaid shall have been passed, the Board shall—

58.1 make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

58.2 generally do all acts and things required to give effect thereto.

59 The Board shall have power—

59.1 to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

59.2 to authorise any person to enter, on behalf of all the Members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as

fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

60 Any agreement made under such authority shall be effective and binding on such Members.

### **NOTICES**

61 Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of these Articles shall be in writing (including electronically) and shall be deemed to have been given (a) when personally delivered, (b) the 3rd (third) Business day following the day on which the same has been delivered prepaid to a reputable national air courier service, (c) the 5th (fifth) Business Day following the day on which the same is sent by registered mail, postage prepaid or (d) by e-mail transmission (promptly followed by a hard-copy delivered in accordance with this Article 61, unless the recipient agrees by response e-mail that no such hard-copy is required), in each case to the respective Parties at the address (or e-mail address, or at such other address (or e-mail address) as such Party may specify by written notice to the other Party:

#### **Notices to the Investor:**

##### **CA LOTUS INVESTMENTS**

Address: 6th Floor, GFin Tower, 42 Hotel Street, Cybercity, Ebene, Mauritius  
Attention: Mr Santosh Kumar Gujadhur, Ms Norma Rose Kuntz  
E-mail: [carlyle@gfingroup.com](mailto:carlyle@gfingroup.com), [Norma.Kuntz@carlyle.com](mailto:Norma.Kuntz@carlyle.com)

#### **Notices to the Family Shareholders:**

Address: 71, Apurva Apartments, 5 Napean Sea Road, Mumbai - 400036  
To the attention of: Ms Ameera Shah  
E-mail: [ameerashah.as@gmail.com](mailto:ameerashah.as@gmail.com)

#### **Notices to Bacchus:**

Address: 250 D Udyog Bhavan, Hind Cycle Marg, Worli, Mumbai – 400 030, Maharashtra  
Attention: Ms Ameera Shah  
E-mail: [ameerashah.as@gmail.com](mailto:ameerashah.as@gmail.com)

#### **Notices to the Company:**

Address: 250 D Udyog Bhavan, Hind Cycle Marg, Worli, Mumbai – 400 030, Maharashtra  
Attention: Ms Ameera Shah  
E-mail: [ameerashah.as@gmail.com](mailto:ameerashah.as@gmail.com)

62 In all respects, the winding up proceedings of the Company, when taken up, shall be governed by the Act.

63 Subject to the provisions of Chapter XX of the Act and rules made thereunder:

63.1 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

63.2 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 Members or different classes of Members.

63.3 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.

## **INDEMNITY AND RESPONSIBILITY**

### **64 Directors' and others' right to indemnity**

- 64.1 Subject to the provisions of the Act, the Managing Director and every Director, including the Investor Directors on the Board of the Company and its Subsidiaries, Manager, Secretary and other Officer or Employee of the Company and its Subsidiaries shall be indemnified by the Company against any liability and it shall be the duty of Board of Directors, out of the funds of the Company to pay, all costs and losses and expenses (including traveling expenses) which any such Director, Officer or Employee may incur or become liable to by reason of any contract entered into or act or deed done by him as such Managing Director, Director, Officer or Employee or in any way in the discharge of his duties.
- 64.2 Subject as aforesaid the Managing Director and every Director, Manager, Secretary or other Officer or Employee of the Company shall be indemnified against any liability incurred by them or in defending any proceeding whether civil or criminal in which judgment is given in their or his favour or in which he is acquitted or discharged or in connection with any application under Section 463 of the Act in which relief is given to him by the Court.

### **65 Not responsible for acts of others**

- 65.1 No Director or other Officer of the Company shall be liable for the acts, receipt, neglects or defaults of any other Director or Officer, or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Director for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person, Company or Corporation, with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgment or over sight in his part or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his office of in relation thereto, unless the same happens through his own willful act or default.
- 65.2 Without prejudice to the generality foregoing it is hereby expressly declared that any filing fee payable or any document required to be filed with Register of Companies in respect of any act done or required to be done by any Director or other Officer by reason of his holding the said office, shall be paid and borne by the Company.

### **66 Applicability to subsidiaries**

All rights available to the Investor, and/or its Affiliates under these Articles, or otherwise in relation to the Company shall also be available to the Investor and its Affiliates in each of the Subsidiary, including, if necessary, through the Company. In this regard, the Family Shareholders and the Company shall take all necessary actions as may be required to ensure that all the Subsidiaries comply with the provisions of these Articles and for this purpose ensure, inter alia that:

- 66.1 The Subsidiaries and their respective shareholders, if any, execute such documents or agreements as may be required including amending the memorandum of association and the articles of association for this purpose.
- 66.2 the requisite number of Investor Directors (as the Investor is entitled to nominate under Article 35.2 of these Articles) are appointed to the Board and committees of the Board of all such Subsidiaries as non-rotational nominees of the Investor to the Board of such Subsidiaries, and if required, such Investor nominees are appointed as the non-rotational nominees of the Company on such Subsidiaries.

### **67 Governing Law and Settlement of Disputes**

- 67.1 All issues and questions concerning the existence, construction, validity, interpretation and enforceability of these Articles, shall be governed by, and construed in accordance with, the Laws of

India, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the Laws of any jurisdiction other than India. The courts of Mumbai shall have exclusive jurisdiction over any and all disputes or differences arising out of or in connection with these Articles or any breach thereof.

## **67.2 Dispute Resolution by Arbitration:**

67.2.1 The Parties agree that in the event of any disputes, differences, controversies and questions directly or indirectly arising at any time under, out of, in connection with or in relation to these Articles (or the subject matter of these Articles) including, without limitation, all disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of any provision of these Articles (“Dispute”), the Parties shall attempt to resolve the Dispute through good faith consultation and such consultation shall begin promptly after one Party has given to the other Parties a written request for such consultation.

67.2.2 In the event such measures at consultation do not result in a resolution of such Dispute within a period of 30 (thirty) Business Days of the same being referred to consultation, any Party may refer such Dispute to final and binding arbitration. Such arbitration shall be governed by the rules under the London Centre for International Arbitration India, as amended from time to time (“Rules”) and the seat and venue of the arbitration shall be Mumbai. All proceedings of such arbitration shall be in the English language.

67.2.3 The Parties agree that the arbitral panel shall comprise of one arbitrator to be jointly appointed by Ameera and the Investor and if Ameera and the Investor fail to agree on the sole arbitrator within 30 (thirty) days of reference to dispute by the affected Party, the arbitral panel shall comprise of a panel of 3 (three) arbitrators, one appointed by each of Ameera and the Investor and the third appointed by the two appointed arbitrators, in the manner prescribed in the Rules.

67.2.4 Arbitration awards rendered shall be final and binding and shall not be subject to any form of appeal. Each Party shall bear its own costs and expenses relating to the arbitration.

67.2.5 Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under these Articles. The pendency of a dispute in any arbitration, proceeding shall not affect the performance of the obligations under these Articles.

### **SECRECY**

## **68 Secrecy**

Subject to the relevant provisions contained in these Articles, no Member shall be entitled to inspect the Company’s works without the permission of the Managing Director or to require discovery of any information respectively any 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 it will be inexpedient in the interest of the Members of the Company to communicate to the public.

## **69 Duties of Officers to observe secrecy**

Every Director, Managing Directors, Manager, Secretary, Auditor, Trustee, Members of Committee, Officer, Servant, Agent, Accountant or other persons employed in the business of the Company shall, if so required by the Director before entering upon his duties, or any time during his term of office, signa declaration pledging himself too bserve secrecy relating to all transactions of the Company and the state of accounts and in matters relating thereto and shall by such declaration pledge himself not to reveal any of such matters which may come to his knowledge in the discharge of his official duties except which are required so to do by the Directors or any meeting or by a Court of Law and except so far as may be necessary in order to comply with any of the provision of these Articles or law. Provided that nothing contained herein shall prohibit the Investor Director from sharing information with the Investor.

**70 Conflict with Agreement**

In the event that there is any conflict between these Articles of Association and the Shareholders Agreement, the provisions of the Shareholders Agreement shall prevail and the Shareholders and the Company undertake that they shall to the extent necessary, cause the change, amendment or modification of the Articles of Association to eliminate any such inconsistency.

We, the several persons, whose names and addresses and description are subscribed are hereunder are desirous of being formed into a Company, in pursuance of these ARTICLES OF ASSOCIATION

Name; address, description occupation of subscribers with signatures	No. of Shares taken by shares Subscriber	Signature of Subscribers	Name, Address, description Occupation and signature of witnesses
<p>SUNIL SETH 38 UDAY PARK NEW DELHI – 110 049 S/O VISHWANATH SETH  (ADVOCATE)</p>	<p>1 (ONE) EQUITY SHARE</p>	<p>Sd/-</p>	<p>I hereby witness the signature of both the subscribers  Sd/-</p>
<p>KAMAL SHAHANI C-136 YOJANA VIHAR DELHI – 110 092 S/O HIRA NAND SHAHANI  (BUSINESS)</p>	<p>1 (ONE) EQUITY SHARE</p>	<p>Sd/-</p>	<p>Tarun Jaggi Chartered Accountants S/o Sh. J.L. Jaggi W-73, Greater Kailash– I NewDelhi – 110 048 M.NO. 93284</p>
<p>TOTAL</p>	<p>2 (TWO)</p>		
<p>Place : New Delhi Dated:7/11/2000</p>			