



Notice of the Extra-ordinary General Meeting

Notice is hereby given that 01/2025-26 Extra Ordinary General Meeting of Members of IKF Finance Limited will be held on Friday the 25th day of April, 2025 at the Registered Office of the Company situated at #40-1-144, 3rd Floor, Corporate Centre, M.G. Road, Vijaywada-520010, Andhra Pradesh at 11.30 A.M, to transact the following special business:

Special Business:

ITEM NO. 1: ISSUE OF 28,39,785 PARTLY PAID UP EQUITY SHARES ON A PREFERENTIAL BASIS TO SRI V.G.K. PRASAD, PROMOTER

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

“**RESOLVED THAT** pursuant to the provisions of Sections 23, 62(1)(c) and 42 of the Companies Act, 2013 (including any statutory modification thereto or reenactment thereof for the time being in force) respectively read with the Rule 13 of the Companies (Share Capital and Debentures) Rules, 2014 and Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 and all other applicable provisions, if any, and in accordance with the provisions of Articles of Association of the Company and subject to the approval, consent, permission and/or sanction, as may be required from the Financial Institutions, and any other appropriate authority, Institution or Body and subject to such terms, conditions, alterations, corrections, changes, variations and/or modifications, if any, as may be prescribed by any one or more or all of them in granting such approval, consent, permission and/or sanction, the consent of the members be and is here by accorded to the Board of Directors of the Company (herein after referred to as the "Board" which term shall be deemed to include any Committee duly constituted by the Board of Directors or any Committee which the Board of Directors may hereafter constitute, to exercise one or more of its powers including the powers conferred by this resolution) to create, offer, issue and allot 28,39,785 (Twenty Eight Lac Thirty Nine Thousand Seven Hundred and Eighty Five) Equity shares of Rs.10/- each at a premium of **Rs.356.42** (Rupees Three Hundred Fifty Six and Paise Four Two only) i.e. total subscription price of Rs.366.42 (Rupees Three Hundred Sixty Six and Paise Four Two only) per share each including issuing such shares as partly paid up shares initially to the following promoter of the Company in the following manner:

S No	Name of the Promoter	No. of Shares	Consideration Payable upfront in Rs (towards face value)	Balance Payable Later in Rs (towards face value and premium)
1	V.G.K. Prasad	28,39,785	28,39,785	103,77,14,234.70
Total		28,39,785	28,39,785	103,77,14,234.70

RESOLVED FURTHER THAT the partly-paid up shares to be issued pursuant to this resolution shall be subject to the provisions of Clause 4.4 of the Shareholders Agreement Dt 28.02.2025 entered among the Company, the Promoters, Accion Digital Transformation Fund LP, Teachers Insurance and Annuity Association of America, India Business Excellence Fund- IV, Motilal Oswal Wealth Limited, and Norwest Capital, LLC and Clause 5.2 of the share subscription agreement entered into amongst the Company, the Promoters, India Business Excellence Fund- IV, Motilal Oswal Wealth Limited, and Norwest Capital, LLC, and the Company shall make calls on such partly paid shares in accordance with the provisions thereof.



RESOLVED FURTHER THAT the equity shares to be issued and allotted shall be subject to the provisions of the Memorandum and Articles of Association of the Company.

RESOLVED FURTHER THAT, subject to applicable law, the equity shares to be issued and allotted shall rank pari-passu with the existing shares of the Company in all respects including dividend, voting, winding up rights and all other rights and privileges as may be assigned from time to time, in each case, to the extent of the amount paid-up (with respect to the face value) by the allottee.

RESOLVED FURTHER THAT the Board be and is hereby authorized to do all such acts, things (including making necessary entries in the relevant statutory registers) and to give directions as may be necessary or desired and to accept any modifications in the above proposal as may be required by the authorities involved and also settle any questions or difficulties that may arise in respect of offer, issue and allotment of securities.

RESOLVED FURTHER THAT the Board be and is hereby authorized to file necessary forms, documents and papers with the Registrar and all other authorities concerned and to do all such acts, deeds and things as may be required to execute all such writings and instruments in connection with the issue and allotment of securities as the Board may in its absolute discretion deem necessary or desirable for giving effect to this resolution.”

ITEM NO. 2 APPROVAL TO CREATE, OFFER AND ISSUE UP TO 1,91,03,761 (ONE CRORE NINETY ONE LAC THREE THOUSAND SEVEN HUNDRED AND SIXTY ONE) EQUITY SHARES ON PRIVATE PLACEMENT BASIS

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

“**RESOLVED THAT** pursuant to the provisions of Sections 23, 42 and other applicable provisions, if any, of the Companies Act, 2013 (“Act”) read with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 (including any statutory modification(s) or re-enactment thereof for time being in force and as may be enacted from time to time) and all other applicable laws, the applicable rules, notifications, guidelines issued by various authorities including but not limited to the Government of India, the Reserve Bank of India (“RBI”) and other competent authorities; and subject to all other necessary approvals, permissions, consents and sanctions, if required, of concerned statutory, regulatory authorities the consent of the members of the Company by way of special resolution be and is hereby accorded to the Board of Directors of the Company (herein after referred to as the "Board" which term shall be deemed to include any Committee duly constituted by the Board of Directors or any Committee which the Board of Directors may hereafter constitute) to create, offer, issue and allot up to **1,91,03,761 (One Crore Ninety One Lac Three Thousand Seven Hundred and Sixty One) Equity Shares** of the Company of face value Rs.10/- (Rupees Ten only) each at a premium of Rs.356.42 (Rupees Three Hundred Fifty Six and Paise Four Two only)) i.e. total subscription price of Rs.366.42 (Rupees Three Hundred Sixty Six and Paise Four Two only) per share (“Equity Shares”), aggregating up to Rs.700,00,00,105.62 (Rupees Seven Hundred Crore One Hundred and Five and Paise Six Two only), in one or more tranches, for a period of one year from the date of passing of this resolution to such persons as may be identified by the Board, and on such terms and conditions which may be agreed by the Board.”

“**RESOLVED FURTHER THAT** the Equity Shares to be issued and allotted shall be subject to the provisions of the Memorandum and Articles of Association of the Company.”



“RESOLVED FURTHER THAT the shares to be issued and allotted shall rank pari-passu with the existing shares of the Company in all respects including dividend, voting, winding up rights and all other rights and privileges as may be assigned from time to time.”

“RESOLVED FURTHER THAT the Board be and is hereby authorized to do all such acts, things and to give directions as may be necessary or desired and to accept any modifications in the above proposal as may be required by the authorities involved and also settle any questions or difficulties that may arise in respect of offer, issue and allotment of Equity Shares.”

“RESOLVED FURTHER THAT the Board be and is hereby authorized to file necessary forms, documents and papers with the Registrar and all other authorities concerned and to do all such acts, deeds and things as may be required to execute all such writings and instruments in connection with the issue and allotment of Equity Shares as the Board may in its absolute discretion deem necessary or desirable for giving effect to this resolution.”

“RESOLVED FURTHER THAT certified true copy of the resolution be furnished under signature of any Director or Company Secretary of the Company, as and when demanded for proper implementation or furnished to the requisite statutory authorities or to any other person concerned or interested in the matter.”

ITEM NO. 3: TO ADOPT REINSTATED ARTICLES OF ASSOCIATION OF THE COMPANY

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

“RESOLVED THAT pursuant to the provisions of Section 14 and all other applicable provisions, if any, of the Companies Act, 2013 (along with any rules thereunder, including any statutory modification(s) or re-enactment thereof for time being in force and as may be enacted from time to time) (the “Act”), and the Articles of Association of the Company (the “AOA”), as agreed to by the Board of Directors of the Company (hereinafter referred to as the “Board” which term shall be deemed to include any committee and sub-committee which the Board may have constituted or shall hereinafter constitute to exercise its powers including the powers conferred by this resolution) and in order to align the new Shareholders Agreement Dt 28.02.2025 entered among the Company, the Promoters, Accion Digital Transformation Fund LP, Teachers Insurance and Annuity Association of America, India Business Excellence Fund- IV, Motilal Oswal Wealth Limited, and Norwest Capital LLC, and subject to the consummation of the transactions contemplated in the share subscription agreement entered into amongst the Company, the Promoters, India Business Excellence Fund- IV, Motilal Oswal Wealth Limited, and Norwest Capital, LLC (“SSA”), the consent of the shareholders of the Company be and is hereby accorded to substitute its existing Article of Association with a new set of Articles of Association, on and with effect from the Closing Date (as defined in the SSA), which is placed before the meeting and initialed by the Chairman for the purpose of identification.”

“RESOLVED FURTHER THAT for the purpose of giving effect to the above resolution, the Board of Directors, be and are hereby authorized to sign, execute, amend, deliver all such agreements, documents, deeds or instruments as may be required in this regard, as well as amendments or supplements thereto and to do all such acts, deeds, matters and things as they may, in their absolute discretion, deem necessary, proper or desirable for such purpose, and to make any filings, furnish any returns or submit any other documents to any regulatory or governmental authorities as may be required, and to settle any question, difficulty or doubt and further to do or cause to be done all such acts, deeds, matters and things and execute all documents, papers, instruments and writings as they may deem necessary, proper, desirable or expedient and to give such directions and/or instructions as they may from time to time decide and any documents so executed and delivered or acts and things done or caused to be done shall be conclusive evidence of the authority of the Board in so doing and any document so executed and delivered or acts and things done or caused to be done



prior to the date hereof are hereby ratified, confirmed and approved as the acts and deeds of the Board, as the case may be.”

“**RESOLVED FURTHER THAT** the copies of the foregoing resolutions certified to be true copies by any director or company secretary of the Company be furnished to such persons and be filed with the Registrar of Companies, as may be deemed necessary.”

By Order of the Board of Directors
For IKF Finance Limited

Sd/-

(ChSreenivasa Rao)
Company Secretary

Place : Vijayawada
Date: 28.03.2025



NOTES

1. An Explanatory Statement pursuant to Section 102 of the Companies Act, 2013, ('the Act') relating to the Special Businesses to be transacted at the Extraordinary General Meeting ('EGM') is annexed hereto. The Board of Directors have considered and decided to include the Item No. 1 to 3 given above as Special Businesses in the forthcoming EGM, as it is unavoidable in nature.
2. Pursuant to the provisions of Section 108 of the Companies Act, 2013 read with Rule 20 of the Companies (Management and Administration) Rules, 2014 (as amended) and MCA Circulars dated September 19, 2024, December 28, 2022, May 5, 2022, December 8, 2021, January 13, 2021., April 08, 2020, April 13, 2020 and May 05, 2020 the Company is providing facility of remote e-voting to its Members in respect of the businesses to be transacted at the EGM. For this purpose, the Company has entered into an agreement with Central Depository Services (India) Limited (CDSL) for facilitating voting through electronic means, as the authorized e-Voting's agency. The Company is providing remote e-Voting facility to its Members in respect of the business to be transacted at the EGM and facility for those Members participating in the EGM to cast vote through e-Voting system during the EGM.
3. Pursuant to the provisions of the Act, normally, a Member entitled to attend and vote at the EGM is entitled to appoint a proxy to attend and vote on his/her behalf who may or may not be a Member of the Company.
4. Pursuant to the provisions of Section 113 of the Companies Act, 2013, corporate members/institutional members intending to authorize their representatives to participate and vote at the meeting are requested to send to the Company, a certified true copy of the relevant Board Resolution/ Governing Body Resolution/ Authorization letter authorizing their representative(s) together with their respective specimen signatures authorizing their representative(s) to attend and vote on their behalf at the Meeting.
5. In accordance with, the General Circular No. 20/2020 dated 5th May, 2020 issued by MCA, owing to the difficulties involved in dispatching of physical copy of Notice of EGM is being sent in electronic mode to Members whose e-mail address is registered with the Company or the Depository Participant(s).
6. The Company has fixed 17th April, 2025 as the cut-off date for identifying the Members who shall be eligible to vote through remote e-voting facility or for participation and voting in the e-EGM. A person whose name is recorded in the Register of Members or in the Register of Beneficial Owners maintained by the depositories as on the cut-off date shall be entitled to vote on the resolutions through the facility of Remote e-Voting or participate and vote in the e-EGM.
7. The Register of Members and Transfer Book of the Company will be closed from 17th April 2025, to 25th April, 2025 (both days inclusive).
8. In line with the Ministry of Corporate Affairs (MCA) Circular No. 17/2020 dated April 13, 2020, the Notice calling the EGM has been uploaded on the website of the Company at www.ikffinance.com. The Notice can also be accessed from the websites of the Stock Exchange i.e. BSE Limited at



www.bseindia.com. The EGM Notice is also disseminated on the website of CDSL (agency for providing the Remote e-Voting facility and e-voting system during the EGM) i.e. www.evotingindia.com.

9. Pursuant to the provisions of Section 72 of the Companies Act, 2013, the member(s) holding shares in physical form may nominate, in the prescribed manner, a person to whom all the rights in the shares shall vest in the event of death of the sole holder or all the joint holders. Member(s) holding shares in demat form may contact their respective Depository Participant for availing this facility.
10. The Register of Directors and Key Managerial Personnel and their shareholding maintained under Section 170 of the Act, the Register of Contracts or Arrangements in which the directors are interested, maintained under Section 189 of the Act, and the relevant documents referred to in the Notice will be available for inspection by the members at the registered office during the EGM. All documents referred to in the Notice will also be available for inspection in electronic mode during the EGM. Members seeking to inspect such documents electronically can send an email to sreenivas@ikffinance.com up to the date of EGM.
11. Members whose shareholding is in electronic mode are requested to update the change of address, With a view to using natural resources responsibly, we request the shareholders to update respective email addresses with your Depository Participants, if not already done, to enable the Company to send communications electronically.
12. Members holding shares in physical form, in identical order of names, in more than one folio are requested to send to the Company or RTA, the details of such folios together with the share certificates for consolidating their holdings in one folio. A consolidated share certificate will be issued to such Members after making requisite changes.
13. In case of joint holders, the Member whose name appears as the first holder in the order of names as per the Register of Members of the Company will be entitled to vote at the e- EGM.

THE INSTRUCTIONS FOR SHAREHOLDERS FOR REMOTE E-VOTING ARE AS UNDER:

- Step 1 : Access through Depositories CDSL/NSDL e-Voting system in case of individual shareholders holding shares in demat mode.
- (i) The voting period begins on Tuesday, 22nd April, 2025 at 9.00 a.m. IST and ends on Thursday, 24th April, 2025 at 5.00 p.m. IST. During this period shareholders of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date 17th April, 2025 may cast their vote electronically. The e-voting module shall be disabled by CDSL for voting thereafter.
 - (ii) Shareholders who have already voted prior to the meeting date would not be entitled to vote at the meeting venue.
 - (iii) The shareholders should log on to the e-voting website www.evotingindia.com.



Pursuant to SEBI Circular SEBI/HO/CFD/CMD/CIR/P/2020/242 dated December 9, 2020, Login method for e-Voting for Individual shareholders holding securities in Demat mode CDSL/NSDL is given below:

Type of shareholders	Login Method
Individual Shareholders holding securities in Demat mode with CDSL Depository	<ol style="list-style-type: none"> 1) Users who have opted for CDSL Easi / Easiest facility, can login through their existing user id and password. Option will be made available to reach e-Voting page without any further authentication. The URL for users to login to Easi / Easiest are https://web.cdslindia.com/myeasi/home/login or visit www.cdslindia.com and click on Login icon and select New System Myeasi. 2) After successful login the Easi / Easiest user will be able to see the e-Voting option for eligible companies where the evoting is in progress as per the information provided by company. On clicking the evoting option, the user will be able to see e-Voting page of the e-Voting service provider for casting your vote during the remote e-Voting period & voting during the meeting. Additionally, there is also links provided to access the system of all e-Voting Service Providers i.e. CDSL/NSDL/KARVY/LINKINTIME, so that the user can visit the e-Voting service providers' website directly. 3) If the user is not registered for Easi/Easiest, option to register is available at https://web.cdslindia.com/myeasi/Registration/EasiRegistration 4) Alternatively, the user can directly access e-Voting page by providing Demat Account Number and PAN No. from a e-Voting link available on www.cdslindia.com home page or click on https://evoting.cdslindia.com/Evoting/EvotingLogin The system will authenticate the user by sending OTP on registered Mobile & Email as recorded in the Demat Account. After successful authentication, user will be able to see the e-Voting option where the evoting is in progress and also able to directly access the system of all e-Voting Service Providers.
Individual Shareholders holding securities in demat mode with NSDL Depository	<ol style="list-style-type: none"> 1) If you are already registered for NSDL IDeAS facility, please visit the e-Services website of NSDL. Open web browser by typing the following URL: https://eservices.nsdl.com either on a Personal Computer or on a mobile. Once the home page of e-Services is launched, click on the "Beneficial Owner" icon under "Login" which is available under 'IDeAS' section. A new screen will open. You will have to enter your User ID and Password. After successful authentication, you will be able to see e-Voting services. Click on "Access to e-Voting" under e-Voting services and you will be able to

	<p>see e-Voting page. Click on company name or e-Voting service provider name and you will be re-directed to e-Voting service provider website for casting your vote during the remote e-Voting period & voting during the meeting.</p> <p>2) If the user is not registered for IDeAS e-Services, option to register is available at https://eservices.nSDL.com. Select “Register Online for IDeAS “Portal or click at https://eservices.nSDL.com/SecureWeb/IdeasDirectReg.jsp</p> <p>3) Visit the e-Voting website of NSDL. Open web browser by typing the following URL: https://www.evoting.nSDL.com/ either on a Personal Computer or on a mobile. Once the home page of e-Voting system is launched, click on the icon “Login” which is available under ‘Shareholder/Member’ section. A new screen will open. You will have to enter your User ID (i.e. your sixteen digit demat account number hold with NSDL), Password/OTP and a Verification Code as shown on the screen. After successful authentication, you will be redirected to NSDL Depository site wherein you can see e-Voting page. Click on company name or e-Voting service provider name and you will be redirected to e-Voting service provider website for casting your vote during the remote e-Voting period & voting during the meeting</p>
Individual Shareholders (holding securities in demat mode) login through their Depository Participants (DP)	You can also login using the login credentials of your demat account through your Depository Participant registered with NSDL/CDSL for e-Voting facility. After Successful login, you will be able to see e-Voting option. Once you click on e-Voting option, you will be redirected to NSDL/CDSL Depository site after successful authentication, wherein you can see e-Voting feature. Click on company name or e-Voting service provider name and you will be redirected to e-Voting service provider website for casting your vote during the remote e-Voting period & voting during the meeting.

Important note: Members who are unable to retrieve User ID/ Password are advised to use Forget User ID and Forget Password option available at abovementioned website.

Helpdesk for Individual Shareholders holding securities in demat mode for any technical issues related to login through Depository i.e. CDSL and NSDL

Login type	Helpdesk details
Individual Shareholders holding securities in Demat mode with CDSL	Members facing any technical issue in login can contact CDSL helpdesk by sending a request at helpdesk.evoting@cdslindia.com or contact at toll free no. 1800 22 55 33



Individual Shareholders holding securities in Demat mode with NSDL

Members facing any technical issue in login can contact NSDL helpdesk by sending a request at evoting@nsdl.co.in or call at toll free no.: 1800 1020 990 and 1800 22 44 30

Step 2 : Access through CDSL e-Voting system in case of shareholders holding shares in physical mode and non-individual shareholders in demat mode.

- (iv) Login method for e-Voting for Physical shareholders and shareholders other than individual holding in Demat form.
- 1) The shareholders should log on to the e-voting website www.evotingindia.com.
 - 2) Click on “Shareholders” module.
 - 3) Now enter your User ID
 - a. For CDSL: 16 digits beneficiary ID,
 - b. For NSDL: 8 Character DP ID followed by 8 Digits Client ID,
 - c. Shareholders holding shares in Physical Form should enter Folio Number registered with the Company.
 - 4) Next enter the Image Verification as displayed and Click on Login.
 - 5) If you are holding shares in demat form and had logged on to www.evotingindia.com and voted on an earlier e-voting of any company, then your existing password is to be used.
 - 6) If you are a first-time user follow the steps given below:

	For Physical shareholders and other than individual shareholders holding shares in Demat.
PAN	Enter your 10 digit alpha-numeric *PAN issued by Income Tax Department (Applicable for both demat shareholders as well as physical shareholders) <ul style="list-style-type: none"> • Shareholders who have not updated their PAN with the Company/Depository Participant are requested to use the sequence number sent by Company/RTA or contact Company/RTA.
Dividend Bank Details OR Date of Birth (DOB)	Enter the Dividend Bank Details or Date of Birth (in dd/mm/yyyy format) as recorded in your demat account or in the company records in order to login. <ul style="list-style-type: none"> • If both the details are not recorded with the depository or company, please enter the member id / folio number in the Dividend Bank details field.

- (v) After entering these details appropriately, click on “SUBMIT” tab.
- (vi) Shareholders holding shares in physical form will then directly reach the Company selection screen. However, shareholders holding shares in demat form will now reach ‘Password Creation’ menu wherein they are required to mandatorily enter their login password in the new password field. Kindly note that this password is to be also used by the demat holders for voting for resolutions of any other company on which they are eligible to vote, provided that company opts for e-voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
- (vii) For shareholders holding shares in physical form, the details can be used only for e-voting on the resolutions contained in this Notice.
- (viii) Click on the EVSN **250402001** for the relevant IKF FINANCE LIMITED on which you choose to vote.
- (ix) On the voting page, you will see “RESOLUTION DESCRIPTION” and against the same the option “YES/NO” for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.



- (x) Click on the “RESOLUTIONS FILE LINK” if you wish to view the entire Resolution details.
- (xi) After selecting the resolution, you have decided to vote on, click on “SUBMIT”. A confirmation box will be displayed. If you wish to confirm your vote, click on “OK”, else to change your vote, click on “CANCEL” and accordingly modify your vote.
- (xii) Once you “CONFIRM” your vote on the resolution, you will not be allowed to modify your vote.
- (xiii) You can also take a print of the votes cast by clicking on “Click here to print” option on the Voting page.
- (xiv) If a demat account holder has forgotten the login password then Enter the User ID and the image verification code and click on Forgot Password & enter the details as prompted by the system.
- (xv) There is also an optional provision to upload BR/POA if any uploaded, which will be made available to scrutinizer for verification.
- (xvi) Additional Facility for Non – Individual Shareholders and Custodians –For Remote Voting only.
 - Non-Individual shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodians are required to log on to www.evotingindia.com and register themselves in the “Corporates” module.
 - A scanned copy of the Registration Form bearing the stamp and sign of the entity should be emailed to helpdesk.evoting@cdslindia.com.
 - After receiving the login details a Compliance User should be created using the admin login and password. The Compliance User would be able to link the account(s) for which they wish to vote on.
 - The list of accounts linked in the login will be mapped automatically & can be delink in case of any wrong mapping.
 - It is Mandatory that, a scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favour of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.
 - Alternatively Non Individual shareholders are required mandatory to send the relevant Board Resolution/ Authority letter etc. together with attested specimen signature of the duly authorized signatory who are authorized to vote, to the Scrutinizer and to the Company at the email address viz; sreenivas@ikffinance.com, if they have voted from individual tab & not uploaded same in the CDSL e-voting system for the scrutinizer to verify the same.

PROCESS FOR THOSE SHAREHOLDERS WHOSE EMAIL ADDRESSES ARE NOT REGISTERED WITH THE DEPOSITORY FOR OBTAINING LOGIN CREDENTIALS FOR E-VOTING FOR THE RESOLUTIONS PROPOSED IN THIS NOTICE:

1. For Physical shareholders- please provide necessary details like Folio No., Name of shareholder, scanned copy of the share certificate (front and back), PAN (self attested scanned copy of PAN card), AADHAR (self attested scanned copy of Aadhar Card) by email to bsshyd@bigshareonline.com.
2. For Demat shareholders - please provide Demat account details (CDSL-16 digit beneficiary ID or NSDL-16 digit DPID + CLID), Name, client master or copy of Consolidated Account statement, PAN (self attested scanned copy of PAN card), AADHAR (self attested scanned copy of Aadhar Card) to bsshyd@bigshareonline.com
3. The RTA shall co-ordinate with CDSL and provide the login credentials to the above mentioned shareholders.



If you have any queries or issues regarding e-Voting from the CDSL e-Voting System, you can write an email to helpdesk.evoting@cdslindia.com or contact attoll free no. 1800 22 55 33

All grievances connected with the facility for voting by electronic means may be addressed to Mr. Rakesh Dalvi, Sr. Manager, (CDSL,) Central Depository Services (India) Limited, A Wing, 25th Floor, MarathonFuturex, Mafatlal Mill Compounds, N M Joshi Marg, Lower Parel (East), Mumbai - 400013 or send an email to helpdesk.evoting@cdslindia.com or call at toll free no. 1800 22 55 33

GENERAL INSTRUCTIONS AND INFORMATION FOR SHAREHOLDERS

- 1 Details of Scrutinizer: B S S & Associates, Practicing Company Secretaries (Unique Code of Partnership Firm: P2012AP02600) has been appointed as the Scrutinizers to scrutinize the e-voting process in a fair and transparent manner.
- 2 The Scrutinizer's decision on the validity of the vote shall be final.
- 3 The Scrutinizer after scrutinizing the votes cast by remote e-voting and e-voting during the EGM will make a consolidated Scrutinizer's Report and submit the same forthwith within three days conclusion of the EGM to the Chairman of the Company/meeting or a person authorised by him in writing, who shall countersign the same.
- 4 The Results declared along with the consolidated Scrutinizer's Report shall be hosted on the website of the Company i.e. www.ikffinance.com, on the website of CDSL i.e. www.evotingindia.com and on the website of BSE Limited at www.bseindia.com immediately after the declaration of results by the Chairman or a person authorized by him. The result shall also be displayed on the Notice Board at the Registered Office of the Company.
- 5 The Resolutions shall be deemed to be passed at the registered office of the Company on the date of the EGM, subject to receipt of the requisite number of votes in favour of the Resolutions.

By Order of the Board of Directors of
IKF Finance Limited

Sd/-
Ch Sreenivasa Rao
Company Secretary
M No. A14723

Place: Vijayawada
Date : 28.03.2025



Explanatory Statement and disclosures
[Pursuant to Section 102 & other applicable provisions of the Companies Act, 2013]

ITEM NO. 1. ISSUE OF 28,39,785 PARTLY PAID-UP EQUITY SHARES ON A PREFERENTIAL BASIS TO SRI V.G.K. PRASAD, PROMOTER

The Board of Directors of the Company (“Board”) at their meeting held on March 28, 2025, approved raising of funds aggregating upto Rs.104,05,54,019.70 by way of issuance of up to 28,39,785 Partly Paid up equity shares of Rs.10/- each at a premium of Rs.356.42/- payable in cash, to Mr. V.G.K.Prasad, Promoter of the Company, on a preferential basis.

The Company can undertake a preferential issue of shares only after obtaining prior approval of the members of the Company through a Special Resolution, as required under Sections 42 and 62(1)(c) of the Companies Act, 2013. Accordingly, the approval of the members is being sought through a Special Resolution.

Accordingly, disclosures as required under Sections 42, 62(1)(c) of the Companies Act, 2013 read with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 and Rule 13 of the Companies (Share Capital and Debentures) Rules, 2014 are provided herewith:

Particulars of the offer including date of passing of Board resolution	Offer and issue of up to 28,39,785 Partly Paid up Equity Shares of Rs.10/- each at a premium of Rs.356.42 per Equity Share. Board Meeting Date: 28.03.2025
Kinds of Securities Offered and the Price at which security is being offered	Equity Shares Price: Rs.366.42 (Face Value of Rs.10/- per share and Rs.356.42/- as Premium per share)
Basis or justification for the price (including premium, if any) at which the offer or invitation is being made	Issue price has been arrived based on the valuation report issued by a registered valuer. A copy of the valuation report dated will be available for inspection at the registered office of the company during business hours of the Company till the date of the meeting.
Relevant date with reference to which the price has been arrived at	28.02.2025
Name and address of the valuer who performed the valuation	CA. Nishant Soni Nishant Soni & Associates Chartered Accountant IBBI reg. Valuer Dip. in IFR (ACCA, UK) Office No. 007, Udyog Bhavan, J P Nagar, Goregaon East, Mumbai - 400 063
Amount which the company intends to raise by way of such securities	Up to Rs.104,05,54,019.70 (Rupees One Hundred and Four Crore Five Lac Fifty Four Thousand Nineteen and Paise Seven Zero only)
The class or classes of persons to whom the allotment is proposed to be made	Promoter and Key Managerial Person
Material terms of raising such securities	Issue and allotment of 28,39,785 Partly Paid up Equity Shares at Rs.366.42 including premium of Rs.356.42 per share for cash may be done in one

	or multiple tranches, as may be decided by the Board.
Proposed time schedule	Equity Shares will be issued within 30 days of this meeting and the allotment will be completed within 60 days from the date of receipt of application money.
Purpose of Offer	To meet general business requirements addressing working capital needs as well as expansion of business activities
Contribution being made by the Promoters or Directors or key managerial personnel either as part of the offer or separately in furtherance of objections	Rs.104,05,54,019.70 by Mr. V.G.K.Prasad, Promoter & Executive Director & KMP for subscription of 28,39,785 Equity Shares
The names of the proposed allottees and percentage of post preferential offer capital that may be held by them	<u>Name of the Proposed Allottee:</u> Mr. V.G.K.Prasad Mr. V.G.K. Prasad will hold 24.64% of the paid-up share capital post the preferential offer (presuming that the issuance approved in item no. 2 has been approved).
The change in control, if any, in the company that would occur consequent to the preferential offer	With the allotment of above said Equity Shares, there will not be any change in control of the Company.
The number of persons to whom allotment on preferential basis have already been made during the year, in terms of number of securities as well as price	No Equity Shares were allotted during period from April 01, 2024 to March 31, 2025
The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	Not Applicable
The pre issue and post issue shareholding pattern of the company	Annexed as an Annexure
Principal terms of assets charged as securities.	Not Applicable

As detailed above, the proposal for issue of Equity Shares on preferential issue basis require approval of members by way of Special Resolution, therefore the Board recommends the Special Resolution set out at Item No. 1 of the Notice for approval by the Members.

All the documents referred will be available at the Registered Office of the company on all working days of the company between 11:00 a.m. and 3:00 p.m. up to the date of the Extraordinary General Meeting and at the venue of the Meeting for the duration of the Meeting.

Interest of Directors: Except Mr. V.G.K.Prasad, Mrs K.Vasumathi Devi and Mr Sinha S Chunduri and their relatives, none of the Directors, Key Managerial Personnel of the Company and their relatives are, in any way, concerned or interested, financially or otherwise, in the proposed resolution except as members in general to the extent of their holding in the Company.



ITEM NO. 2: APPROVAL TO CREATE, OFFER AND ISSUE UP TO 1,91,03,761 (ONE CRORE NINETY ONE LAC THREE THOUSAND SEVEN HUNDRED AND SIXTY ONE) EQUITY SHARES ON PRIVATE PLACEMENT BASIS

The Board has proposed to issue up to 1,91,03,761 (One Crore Ninety One Lac Three Thousand Seven Hundred and Sixty One) of Rs.10/- each at a premium of Rs.356.42 /- to the persons selective other than to promoters and persons acting in concert on through private placement, on the terms and conditions as mentioned herein below:

Information required under section 102 of the Companies Act, 2013 are as follows:

The nature of concern or interest, financial or otherwise, if any of (i) director, manager; (ii) other key managerial personnel; or (iii) relatives of the persons mentioned in (i) and (ii):

None of the directors / managers / key managerial personnel / or their relatives are, in any way, concerned or interested, financially or otherwise, in the resolution except to the extent of their shareholding in the Company.

1. The disclosures pursuant to Rule 14(1) the of Companies (Prospectus and Allotment of Securities) Rules, 2014 are as follows:

RULE 14(1) OF COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014	
Particulars of the offer including date of passing of Board resolution	Offer and issue of up to 1,91,03,761 Equity Shares of Rs.10/- each at a premium of Rs.356.42 per Equity Share. Board Meeting Date: 28.03.2023
Kinds of Securities Offered and the Price at which security is being offered	Equity Shares Price : Rs.366.42 (Face Value of Rs.10/- per share and Rs.356.42/- as Premium per share)
Basis or justification for the price (including premium, if any) at which the offer or invitation is being made	Issue price has been arrived based on the valuation report issued by a registered valuer. A copy of the valuation report dated will be available for inspection at the registered office of the company during business hours of the Company till the date of the meeting.
Name and address of the valuer who performed the valuation	CA. Nishant Soni Nishant Soni & Associates Chartered Accountant IBBI reg. Valuer Dip. in IFR (ACCA, UK) Office No. 007, Udyog Bhavan, J P Nagar, Goregaon East, Mumbai - 400 063
Amount which the company intends to raise by way of such securities	Up to Rs.700,00,00,105.62 (Rupees Seven Hundred Crore One Hundred Five and Paise Sixty Two only)
(a)Material terms of raising such securities	Issue and allotment of 1,91,03,761 (One Crore Ninety One Lac Three Thousand Seven Hundred Sixty One) Equity Shares at Rs.366.42 including premium of Rs.356.42 per share for cash may be done in one or multiple tranches, as may be decided by the Board.
(b)Proposed time schedule	Equity Shares will be issued in one or more tranches, within a period of one year from the date of obtaining shareholders approval.



(c) Purpose of Offer	To meet general business requirements addressing working capital needs as well as expansion of business activities
(d) Contribution being made by the Promoters or Directors either as part of the offer or separately in furtherance of objections	None of the Promoters or Directors or Key Managerial Personnel intends to subscribe to the proposed issue.
(e) principal terms of assets charged as securities.	Not Applicable

As detailed above, the proposal for issue of Equity Shares on private placement basis require approval of members by way of Special Resolution, therefore the Board recommends the Special Resolution set out at Item No. 3 of the Notice for approval by the Members.

Post the approval of the shareholders, the Board will (by way of a resolution) identify the persons to which the shares will be allotted pursuant to this resolution.

All the documents referred will be available at the Registered Office of the company on all working days of the company between 11:00 a.m. and 3:00 p.m. up to the date of the Extraordinary General Meeting and at the venue of the Meeting for the duration of the Meeting.

ITEM NO. 3. TO ADOPT REINSTATED ARTICLES OF ASSOCIATION OF THE COMPANY

The Company has entered into Shareholders' Agreement Dt. 28.02.2025 among the Promoters, the Company, Accion Digital Transformation Fund LP, Teachers Insurance and Annuity Association of America, India Business Excellence Fund- IV, Motilal Oswal Wealth Limited, Norwest Capital, LLC and proposed to raise new equity capital through private placement offer by issuing new Equity Shares. In line with Shareholders' Agreement, the Company is required to amend its existing Article of Association (AOA) in line with Shareholders' Agreement. The Board of Directors, in their meeting held on March 28, 2025, discussed and approved the new Reinstated Article of Association of the company (AOA) in order to align the Shareholders' Agreement, subject to the approval of the Shareholders of the Company.

The amendment of the AoA is subject to the consummation of the transactions contemplated in the share subscription agreement entered into amongst the Company, the Promoters, India Business Excellence Fund-IV, Motilal Oswal Wealth Limited, and Norwest Capital, LLC ("SSA"), and such amendments will be effective on and from the Closing Date (as defined in the SSA).

Pursuant to the provisions of Section 14 of the Companies Act, 2013, any amendment of the Articles of Association of a company requires the approval of the shareholders of the Company. As required by Section 102(3) of the Companies Act, 2013, the copy of the proposed reinstated Articles of Association will be available for inspection at the Registered Office of the Company on all working days of the company between 11:00 a.m. and 3:00 p.m. up to the date of the Extraordinary General Meeting and at the venue of the Meeting for the duration of the Meeting

The Board of Directors recommends passing of the resolution as set out at item no. 4 of this Notice as Special Resolution.

None of the Directors, managers of the Company, other key managerial personnel and relatives of Directors, managers or key managerial personnel are in any way concerned or interested in the said Resolution except to the extent of their shareholding and directorship in the Company.

Pre & Post-Issue Shareholding Pattern of the Company (No of Shares Basis)

S No	Category	Pre Issue		Post Issue	
		No of Shares	% of Shareholding	No of Shares	% of Shareholding
A	Promoter's Shareholding				
1	Indian				
	Individuals	28441453	40.54%	31281238	33.96%
	Bodies Corporate	0	0.00%	0	0.00%
	Sub Total	28441453	40.54%	31281238	33.96%
2	Foreign Promoters	1611800	2.30%	1611800	1.75%
	Sub Total	30053253	42.84%	32893038	35.71%
B	Non Promoter's Shareholding				
1	Institutional Investors				
2	Non Institution				
	Private Corporate Bodies	33567561	47.85%	5,26,71,322	57.19%
	Directors and Relatives	69768	0.10%	69768	0.08%
	Indian Public	6457792	9.20%	6457792	7.01%
	Others (Including NRIs)	8071	0.01%	8071	0.01%
	Sub Total	40103192	57.16%	59206953	64.29%
	Grand Total	70156445	100.00%	92099991	100.00%

Names of the proposed allottee(s) and the percentage of post preferential offer capital held by them

S No	Name of the Allottee	No of Shares	% of post preferential capital
1	V.G.K. Prasad	2,26,93,366	24.64%
2	New Investors	1,91,03,761	20.74%

By Order of the Board of Directors
For IKF Finance Limited



Sd/-

(Ch Sreenivasa Rao)
Company Secretary

Place : Vijayawada
Date: 28.03.2025



IKF FINANCE LIMITED

Regd. Office: 40-1-144,3rd FLOOR, Corporate Centre, M.G.Road, Vijayawada, Andhra Pradesh-520010

Form No. MGT- 11

PROXY FORM

[Pursuant to Section 105(6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration) Rules, 2014]

Name of the member(s):

Registered address:

E-mail Id:

Folio No/ Client Id:

DP ID:

I/ We, being the member (s) of shares of the above named company, hereby appoint
 Name:.....
 E-mail Id:
 Address:.....
 Signature: or failing him
 Signature: or failing him as my/ our proxy to attend and
 vote (on a poll) for me/ us and on my/ our behalf at the Extraordinary General Meeting of the Company, to
 be held on Friday, April 25, 2025 at 11.30 A.M., at the registered office of the Company situated at Office
 40-1-144,3rd Floor, Corporate Centre, M.G.Road, Vijayawada, Andhra Pradesh-520010 and at any
 adjournment thereof in respect of such resolutions as are indicated below:

Sl No	Special Businesses	For	Against	Abstain
1	Issue of 28,39,785 partly paid-up equity shares on a preferential basis to Sri V.G.K. Prasad, Promoter			
2	Approval to create, offer and issue up to 1,91,03,761 (one crore ninety one lac three thousand seven hundred and sixty one) equity shares on private placement basis			
3	To adopt reinstated articles of association of the company			

Signed this..... day of April 2025
 Signature of shareholder..... Signature of Proxy holder(s)

Affix Revenue Stamp

Note:
 This form of proxy in order to be effective should be duly completed and deposited at
 Registered Office of the Company, not less than 48hours before the commencement of the Meeting.



IKF FINANCE LIMITED

Regd. Office: 40-1-144,3rd FLOOR, Corporate Centre, M.G. Road, Vijayawada, Andhra Pradesh-520010
(To be handed over at entrance of the Meeting Venue)

ATTENDANCE SLIP

Folio No. DP. ID No./ Client ID

.....

Name of the Member Signature

.....

Name of Proxy Holder Signature

.....

No. of share held

.E-mail ID

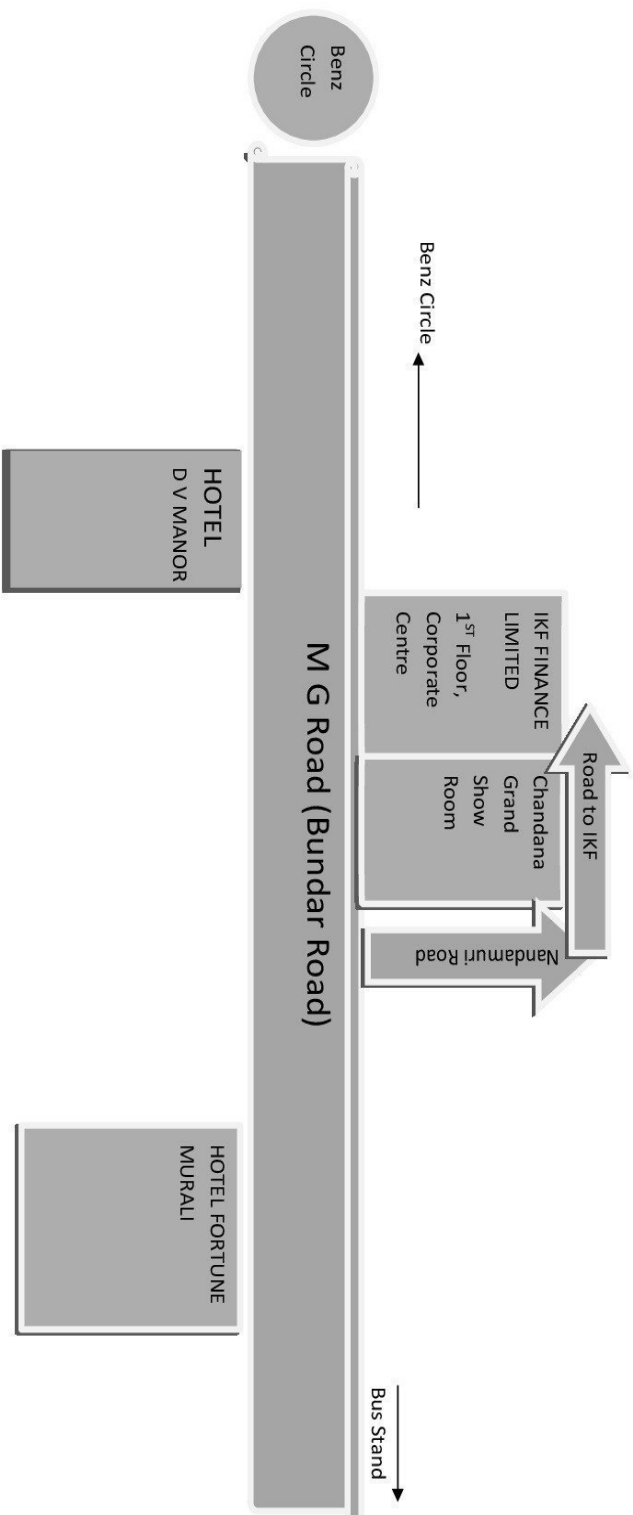
I certify that I am a registered shareholder/proxy for the registered shareholder of the Company. I hereby record my presence at the Extraordinary General Meeting of the Company to be held on Friday, April 25, 2025 at 11.30 A.M., at the registered office of the Company situated at Office 40-1-144,3rd Floor, Corporate Centre, M.G. Road, Vijayawada, Andhra Pradesh-520010

1. Only Member/Proxy holder can attend the Meeting.
2. Member/Proxy holder should bring his/her copy of the Annual Report for reference at the Meeting.

Note: Please fill this Admission Slip and hand it over at the entrance. Shareholders who come to attend the meeting are requested to bring the copies of the Notice of AGM also with them.

IKF Finance Limited
Address :#40-1-144, Corporate Centre, M.G.Road, Vijayawada-520010.

Route Map



IKF Finance Limited

Fair Valuation of Equity Shares

VALUATION REPORT

Prepared By:

Nishant Soni

Registered Valuer – SFA Category

ABOUT US

📍 Unit No 007, Udyog Bhavan,
Opposite Zudio Sonawala Road,
Goregoan (E), Mumbai 400063.

✉ canishantsoni@gmail.com

☎ +91 92232 92551

Nishant Soni

Registered Valuer – SFA Category



27th March 2025

To
The Board of Directors
IKF Finance Limited
40-1-144, 3rd Floor,
Corporate Centre,
M.G.Road., Vijayawada,
Andhra Pradesh, India, 520010

Sub: Fair Valuation of Equity Shares of IKF Finance Limited

Respected Sir,

I, Nishant Soni, Registered Valuer ("NS"/"We"), have been appointed by the Board of Directors ("Board") to determine the fair value of Equity Shares of IKF Finance Limited ("the Company"). The company is in the process of raising funds and we understand that our report will be used for the purpose of issuance of Equity Shares on preferential allotment basis under 62(1)(c) read with section 42 of the Companies Act, 2013. We are pleased to present herewith our report for the same.

We hereby enclose our report providing our opinion on the fair value of the Equity shares of the Company on a going concern basis as on 28th February 2025. The attached report details the valuation methodologies, calculations and conclusions with respect to this valuation. The fair valuation has been arrived on the basis Indian Valuation Standards issued by ICAI.

Yours faithfully,

Nishant Soni

Registered Valuer

RV No: IBBI/RV/06/2019/10745

ICAIRVO: ICAIRVO/06/RV-P00110/2018-2019

UDIN: 25149316BMIASC2279

NISHANT

PRADEEP

SONI

Place: Mumbai

Digitally signed by
NISHANT PRADEEP
SONI

Date: 2025.03.27
17:31:26 +05'30'

Address: Unit No 007, Udyog Bhavan,
Sonawala Road, Andheri (E), Mumbai 400099

Contact: +91-92232 92551.

E-Mail: info@nishantsoni.co.in

Website: www.nishantsoni.co.in



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Background of the Company

IKF Finance Limited ('the Company') is a public limited Company incorporated on 30th May 1991 under the Companies Act 1956 bearing CIN U65992AP1991PLC012736. The registered office of the Company is located at 40-1-144, 3rd Floor, Corporate Centre, M.G.Road, Vijayawada, Andhra Pradesh, India, 520010.

IKF Finance Limited is in the business of offering loans for the purchase of commercial vehicles, cars, MUVs, three-wheelers, tractors, and construction equipment, in addition to secured MSME loans.

Purpose of the valuation and appointing authority

As per Engagement Letter Dated 20th March 2025, IKF Finance Limited intends to issue Equity Shares to certain investors for raising capital for its business operations under Section 62(1)(c) read with section 42 of the Companies Act, 2013. In this regard, the Board of Directors of the Company has appointed us as an Independent registered Valuer for the purpose of arriving at the fair Market Value of such Equity Shares of the Company.

The identity of the valuer and other experts involved

I, Nishant Soni have in-depth knowledge in valuation related services. Nishant Soni is a registered Valuer with ICAI RVO Membership Number as ICAIRVO/06/RV-P00110/2018-2019 and IBBI Registration Number as IBBI/RV/06/2019/10745 wef 4th February 2019.

Disclosure of the valuer's interest or conflict

We do not have any interest in the business of the Company. We are neither associated nor carrying out any relationship with the client and accordingly, we understand that there is no conflict of interest for carrying out work independently. However, we would to highlight as per section 247(2)(d), that we have been assigned valuation assignment from the same client previously whereby we were involved in Valuation of shares of the same Company, i.e., IKF Finance Limited. However, the above assignment was undertaken as an independent Valuer only and all the reporting were for the statutory purpose only. Accordingly, we understand that the purpose of independence here is not defeated.

Inspections and/or investigations undertaken.

We have inspected Audited Financials as on 31st March 2024; Provisional Financial Statement from 1st April 2024 to 28th February 2025, Projected Financial Statement from 1st March 2025 to 31st March 2029 and Charter documents like MOA, AOA, and Certificate of Incorporation.

Date of appointment, valuation date and date of the valuation report

Date of appointment for valuation of Shares is 20th March 2025. The date of Valuation is 28th February 2025. Date of valuation report is 27th March 2025.

Nature and sources of the information used or relied upon

- ❖ Certificate of Incorporation of the Company, Memorandum of Association and Articles of Association of the Company.
- ❖ Audited Financials as on March 2024.
- ❖ Provisional Financials from 1st April 2024 to 28th February 2025.
- ❖ Projected Financials from 1st March 2025 to 31st March 2029 as provided by the Board of the Company.
- ❖ Relevant data and information provided to us by the representatives of the Company either in written or oral form or in form of soft copy.
- ❖ Discussions with the representatives of the Company regarding the past, current and future business projections of the Company.
- ❖ Management Representation Letter.

Procedures adopted in carrying out valuation and valuation standards followed

- ❖ For preparation of this Valuation report, we have followed Indian Valuation standards issued by ICAI with effect from 01st July 2018.
- ❖ According to Indian Valuation Standard 102 and according to scope present in engagement letter as per Valuation Standard 201, we have valued share Business at Fair Value basis.
- ❖ Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the valuation date.

Valuation Methodology

Ind VS 103 provides guidance to select an appropriate valuation approach and methodology for determining the value of an asset, liability, or a business. The main three valuation approaches are as follows:

- Market approach
- Income approach
- Cost approach

Market approach

A valuation approach that uses prices and other relevant information generated by market transactions involving identical or comparable (i.e., similar) assets, liabilities or a group of assets and liabilities, such as a business. Commonly used valuation methods under the market approach are as follows:

- Market price method
- Comparable Companies Multiple (CCM) method/ guideline public company method
- Comparable Transaction Multiple (CTM) method/ guideline transaction method.

Income approach

A valuation approach that converts maintainable or future amounts (e.g., cash flows or income and expenses) to a single current (i.e., discounted or capitalized) amount. The fair value measurement is determined on the basis of the value indicated by current market expectations about those future amounts. Commonly used valuation methods under the income approach are as follows:

- Discounted Cash Flow (DCF) method
- Relief from royalty method
- Multi-Period Excess Earnings Method (MPEEM)
- With and without method
- Option pricing models such as Black-Scholes-Merton model and binomial model

Cost approach

A valuation approach that reflects the amount that would be required currently to replace the service capacity of an asset (often referred to as current replacement cost). Commonly used valuation methods under the cost approach are as follows:

- Book Value or Net Assets Value Method
- Replacement Cost Method
- Reproduction Cost Method

Selection of Method

As we understand from the detailed approaches prescribed above, we understand that there are broadly have 3 methods to choose from the above prescribed approaches, viz. Cost Approach, Income Approach or Market Approach.

We can avoid using Cost Approach because the Company has good potential of growth in the coming years. Tapping of growth is an essential characteristic in determining the fair value. However, the Cost approach focuses more on past and does not recognize future growth momentum. Hence, we avoid using Cost Approach for valuation of this Company.

We can select Income Method the Company's growth prospects are well defined and expectation of growth in the market is also visible as per leading reports. The Company is willing to expand its business by new manufacturing set-ups which will also bring value addition in its business prosperity. Further, the Company is raising funds for meeting its working requirement as well as expansion plans in different geographies. These all factors also show the need to value the Company in real terms. Hence, Income Approach or Discounted free Cash flow suits the requirement.

Under Market method, we have two key methods:

- Company Comparable
- Transaction Comparable

In Company comparable method, we need to value the equity shares based on ratios or multiples of a listed comparable Company. However, it is extremely difficult to identify the similar listed Company with same benchmark and difficult to get a valuation through the same.

The final approach is a comparable transaction method. It is also not possible to use this method since we do not have any observation present in this sector to check to commensurate with the size of the business. Hence, we cannot consider the same as independent transaction nor the same can be used for benchmarking.

Methodology Adopted - Discounted Free Cash Flow Method

In simple terms, Discounted Cash Flow (DCF) tries to work out the value of a company today, based on projections of how much money it's going to make in the future. DCF analysis says that a company is worth all of the cash that it could make available to investors in the future.

DCF analysis requires one to estimate the factors that affect a company, such as future sales growth and profit margins. It also makes one consider the discount rate, which depends on a risk-free interest rate, the company's cost of capital and the risk its stock faces. All of this will give one an appreciation for what drives share value, and that means one can put a more realistic price tag on the Company's Stock.

Valuation Assumptions in applying DCF approach.

The Forecast period

The first assumption for doing DCF analysis is to determine how far out into the future we should project cash flows. In view of the above, our discounted cash flow needs to forecast the amount of free cash flow that the Company will produce for this period. As forecasted by the Management, there is an enough demand for products of IKF Finance Limited to maintain four years of revenue stream; therefore, the Company has forecasted cash flows for the next four years of business i.e., forecasted cash flows till March 2029. *(The projections were received up to FY 28-29 which was further extrapolated from FY 29-30 to FY 31-32 in discussion with the management to bring the cashflows in optimized level till the normal growth rate becomes consistent.)*

Forecasting free cash flow

In order to estimate the free cash flow that IKF Finance Limited will produce over the next four years, the procedure followed by the Company is to assessing the demand for its product, forecasting sales to be made, planning the investment it needs to achieve the targeted sales, forecast revenue growth over that time period and then by breaking down after-tax operating profits, estimated capital expenditure and working capital requirements, resulting in the estimated the cash flow the Company will produce.

A statement of Projected Balance sheet, Projected profit and loss account, cash flow detailing operating profits, earning, estimated capital expenditure, working capital change as estimated by the management of IKF Finance Limited is as per Annexure attached to this report.

Calculating the Discount Rate

A discount rate is basically the cost of equity. For purposes of this analysis, various risk rates applicable to historic and projected earnings have been estimated. Generally stated, this risk adjusted rates reflect the expected rate of return attainable on alternative investment opportunities with comparable risk. This discount rate, which is applied to the free cash flows, should reflect the opportunity cost to shareholders. The Cost of equity calculated using the Modified Capital Asset Pricing Model ('CAPM'). Modified CAPM Model is based on a combination of risk factors including a Risk-Free Rate, a Market Equity Risk Premium, a Size Premium and other identifiable risk factors specific to the subject company. This Discount Rate represents the total return, in terms of cash flows and appreciation in value that an investor would require in order to make an equity investment in the subject company.

Modified CAPM Model

$$\text{Expected return on equity (Cost of Equity)} = R_f + \text{Beta} * (R_m - R_f) + K_s + K_{sp}$$

Rf Risk free rate as on the valuation date

Beta Beta measures the riskiness of an individual security in relation to market portfolio

Rf-Rm Expected equity risk premium on the market

Rm Average Return from Market Portfolio

Ks Small Stock Premium

Ksp Company Specific Risk Premium

Rf - Risk-Free Rate - This is the amount obtained from investing in securities considered free from credit risk, such as Fixed Deposits, Government bonds etc. Accordingly, we have considered Risk free rate of 15-year Indian Government Bond rate from investing.com

β - Beta - Systematic risk is measured in the CAPM by a factor known as beta. Beta measures the Volatility of the changes in share prices of a company compared to the changes in the market for all listed company that make up that market. Systematic risk elements relating to the industry structure includes entry barriers, expected rivalry threat, substitution threat, and suppliers and buyers' power threat. For the purpose of our valuation, on conservative principle, we have considered beta of IKF Finance Limited as 0.28 times the market beta of 1 as given in http://www.stern.nyu.edu/~adamodar/New_Home_Page/data.html as on 5th January 2025. [Industry: Financial Services (Non-bank & Insurance)]. We have further relevered the above beta to reflect its current capital structure.

Beta	
Unlevered Beta	0.28
D/E	0.77
Effective Tax Rate	25.17%
Relevered Beta	0.44

Thus, in the above calculation Ke is calculated as below

Cost of Equity	Rates
Risk Free Rate	6.72%
Market Return	13.91%
Beta	0.44
Company Specific Risk on Account of: (1) Illiquidity of the Company, being a non-listed entity (2) Challenges in achievability of the future projections considering the high business risk, scalability risk, pricing and expansion risk (3) Challenges for managing costs in a high growth phase; it is always probable to have contingencies in achieving the desired level of cash flows	8.00%
Cost of Equity (Ke)	17.87%

- ❖ There are surplus assets available, and all assets are required to carry on the existing business.

(INR in Crores)

Surplus Asset	Market Value
Cash/Bank Balance	77.21

- ❖ We have considered long term perpetuity Stable growth rate of 5% for calculation of terminal value.

Fair Valuation of enterprise value as per discounted cash flow

A fair value of the business of the company is calculated by deriving the present value of future cash flow and terminal value. The same has been computed as per the following formula:

$$DCF = \frac{CF_1}{(1+r)^1} + \frac{CF_2}{(1+r)^2} + \dots + \frac{CF_n}{(1+r)^n}$$

CF = Cash Flow

r = discount rate (WACC)

Computation of the Terminal Value

On estimation of the free cash flow produced over the four-year period, we have estimated Company's cash flows after that period using "terminal value" approach on the assumption of going concern.

Terminal value of cash flows is computed considering the value the Company as a perpetuity using the Gordon Growth Model. The model uses this formula:

$$\text{Terminal Value} = \frac{\text{Final Projected Year Cash Flow} (1 + \text{Long-Term Cash Flow growth rate})}{(\text{Discount Rate} - \text{Long-Term Cash Flow Growth Rate})}$$

Calculating Total Enterprise Value

The free cash flow of the Company post-discounting is as follows:

(INR in Crores)

Year	Amounts
2M25	36.55
25-26	(508.61)
26-27	(7.61)
27-28	(347.08)
28-29	(34.58)
29-30	208.70
30-31	484.71
31-32	756.65
Terminal	2,584.01

Enterprise value has been computed using 17.87% discount rate.

Equity value (discounted cash flow)

=PV of cash flows as explained above + PV of terminal value + Surplus available -
Loans taken + Non - Current Investments

= INR 3,249.96 Crores

The valuation is further adjusted by 20% DLOM discount and valuation of equity is accordingly

Adjusted to INR 2,599.97 Crores

Value of Equity Shares

The fair value of the equity is as follows:

Fair value per share = Equity value / No. of fully diluted equity shares

= INR 2,599.97 Crores / 7,09,55,961

= INR 366.42 per share

Restrictions on use of the Valuation Report

This report and the information contained herein are for the sole use of the Company and its potential investors on reliance basis for providing select information and only in connection with the purpose as set out above, including for the purpose of statutory compliances with respect to Company Law matters. It should not be copied, disclosed, circulated, quoted or referred to, either in whole or in part, in correspondence or in discussion with any other person except to whom it is issued and to comply with regulatory requirements. We will not accept any responsibility to any other party to whom this report may be shown or who may acquire a copy of the report, without our written consent.

Conclusion

The Equity Value ("EV") of the Company, determined as an aggregate of the present value of cash flows of the explicit period and terminal period, is derived at **INR 2,599.97 Crores** at a price of **INR 366.42** per share as on 28th February 2025 (Refer Annexure II).

Limitations and Disclosures

Our report is subject to the limitations detailed hereinafter. This report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.

- ❖ The scope of our assignment did not involve us performing audit tests for the purpose of expressing an opinion on the fairness or accuracy of any financial or analytical information that was provided and used by us during the course of our work. The assignment did not involve us to conduct the financial or technical feasibility study. We have not done any independent technical valuation or appraisal or due diligence of the assets or liabilities of the Company and have considered them at the value as disclosed by the Company in their regulatory filings or in submissions, oral or written, made to us.
- ❖ This report is based on the information received from the sources mentioned herein and discussions with the representatives of the Company. We assume no responsibility for any erroneous or misleading information or whether such information has been withheld that could have influenced the purpose of our report. Also, we do not assume or accept any liability or responsibility for any independent verification of such information or any independent technical valuation or appraisal of any of the assets, operations or liabilities of the Company or any of its subsidiaries or associated companies. However, nothing has come to our attention to indicate that the information provided was materially misstated/incorrect. We assume that the Management of the company has drawn our attention to all matters of which they are aware, which may have an impact on our report up to the date of signature.
- ❖ This valuation report has been prepared as per Discounted Cash Flow method and ultimately depends upon a number of factors which in turn calculated as per the documents provided. Although, we have reviewed such data for consistency and reasonableness, we have not independently investigated or otherwise verified the data provided to us
- ❖ During the course of work, we have relied upon the financial projections of the company provided to us by the management but such information, estimates or opinions are not offered as predictions or as assurances that a particular level of income or profit will be achieved, a particular event will occur or that a particular price will be offered or accepted. The assumptions underlying the projections have not been reviewed or independently verified by us and accordingly, there can be no assurance that these assumptions are accurate. Since, the projections relate to the future, actual result may be different from the projected results because events and circumstances do not occur as expected, and differences may be material.

Valuation Report: IKF Finance Limited

- ❖ Reasonable care has been taken to ensure that the facts stated in the report are accurate and opinions given are fair. Neither ourselves nor any of our associates, employees or officers shall in any way be responsible for the contents stated herein. Neither of us nor any of our employees/associates have a financial interest in the company and/or its assets. Moreover, we are not owned or controlled by any employees or directors of the company.
- ❖ Our views are based on economic, market and other condition currently in effect, and information available to us as on valuation date. The valuation analysis contained herein is not intended to represent the value at any time other than the date specifically stated in this report. It should be understood that subsequent developments may affect our views and that we do not have obligation to update, revise or reaffirm view expressed in the report.
- ❖ Valuation is not a precise science and the conclusions arrived at in many cases will of necessity be subjective and dependent on the exercise of individual judgment. There is, therefore, no indisputable single value. While we have provided an assessment of the value based on an analysis of information available to us and within the scope of our engagement, others may place a different value on this business.
- ❖ Our valuation report is not construed as an investment advice; specifically, we do not express any opinion on the suitability or otherwise of entering into any transaction with the company.
- ❖ The fee for this engagement is not contingent upon the results of this report.

Annexure I: Current Capital Structure

Sr. No.	Name of Shareholder	Equity Shares	%
1	Vupputuri Gopala Kishan Prasad	1,98,53,581	27.98%
2	Koganti Vasumathi Devi	26,47,266	3.73%
3	Vupputuri Vasantha Laxmi	24,91,794	3.51%
4	Vupputuri Raghu Ram	18,00,670	2.54%
5	Vupputuri Indira Devi	16,48,142	2.32%
6	Vistra Itcl (India) Limited (Trustee Of Business Excellence Trust Ii - India Business Excellence Fund Ii)	78,04,018	11.00%
7	Domestic Companies/LLP/Trusts	15,50,057	2.18%
8	Resident Indians	64,84,996	9.14%
9	HUF	41,463	0.06%
10	Durga Rani Chunduri	14,94,100	2.11%
11	Chunduri Sinha Satyanand	1,17,700	0.17%
12	Foreign Body Corporates- India Business Excellence Fund- IIA	1,30,51,546	18.39%
13	Accion Digital Transformation Fund, LP	55,81,395	7.87%
14	Teachers Insurance And Annuity Association Of America	55,81,395	7.87%
15	Other Non Resident Shareholders	8,322	0.01%
15	ESOP Pool	7,99,516	1.13%
	Total	7,09,55,961	100.00%

Valuation Report: IKF Finance Limited

Annexure II: Discounted Cash Flow Method

IKF Finance Limited

Discounted Cash Flow Analysis

Valuation Date 28-02-2025
 Tax Rate 25.17%
 COE 17.87%
 Growth Rate 5.00%

Particulars	INR In Crores								
	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Terminal Value
Revenue	2.15	620.35	871.72	1,181.27	1,516.56	1,819.87	2,092.85	2,399.03	2,518.98
PAT	19.74	249.65	359.56	514.56	672.11	806.53	927.51	1,063.20	1,116.36
Less: Capex	64.09	(3.04)	(2.85)	(2.95)	(2.58)	-	-	-	-
Less: Inc in WC	(363.06)	(1,799.13)	(2,646.62)	(3,475.77)	(5,154.56)	(5,670.02)	(6,237.02)	(6,860.72)	(4,025.86)
Add: Change in Borrowings	316.03	992.31	2,280.04	2,433.05	4,422.66	5,307.19	6,368.63	7,642.35	3,720.28
FCFE	36.81	(560.20)	(9.88)	(531.11)	(62.38)	443.70	1,059.12	1,844.83	810.78
Period	0.09	1.09	2.09	3.09	4.09	5.09	5.09	6.09	
Midpoint	0.04	0.59	1.59	2.59	3.59	4.59	4.75	5.42	
Discount Factor	0.99	0.91	0.77	0.65	0.55	0.47	0.46	0.41	
Present Value	36.55	(508.61)	(7.61)	(347.08)	(34.58)	208.70	484.71	756.65	

Total Present Value	588.74
Terminal Value	6,300.21
Terminal Value PV	2,584.01
Surplus Assets	77.21
Equity Value (Before DLOM)	3,249.96
DLOM Discount	20%
Equity Value (After DLOM)	2,599.97
No. of Shares	7,09,55,961
Value per Share	366.42

Valuation Report: IKF Finance Limited

Annexure III: Extract of Consolidated Profit & Loss Account

Particulars	(INR in Crores)					
	Year ended March 31, 2020	Year ended March 31, 2021	Year ended March 31, 2022	Year ended March 31, 2023	Year ended March 31, 2024	Year ended Feb 28, 2025
Revenue From operations						
(i) Interest income	235.80	234.23	263.02	365.50	567.10	714.95
(ii) Fees and commission income	2.97	3.29	6.60	8.91	12.12	14.94
(iii) Other Operating Income				0.03	0.20	14.88
(I) Total revenue from operations	238.77	237.52	269.62	374.44	579.42	744.77
(II) Other income	0.74	0.57	2.08	4.01	6.58	15.81
(III) Total income (I + II)	239.50	238.09	271.70	378.45	586.00	760.59
Expenses						
(i) Finance costs	125.34	128.66	136.18	192.18	284.76	377.72
(ii) Net loss on fair value changes	-	-	0.03	-	-	-
(iii) Impairment on financial instruments	20.40	7.82	5.13	6.28	20.18	31.72
(iv) Employee benefits expenses	31.91	34.38	46.50	70.27	106.38	136.21
(v) Depreciation, amortization and impairment	1.95	1.93	1.90	3.42	4.69	4.76
(vi) Others expenses	11.76	12.19	13.56	23.82	32.98	42.96
(IV) Total expenses	191.36	184.98	203.31	295.96	448.99	593.37
(V) Profit before tax (III - IV)	48.14	53.11	68.38	82.48	137.01	167.21
(VI) Tax Expense:						
(1) Current Tax	13.57	10.44	17.40	17.17	33.27	38.14
(2) Deferred Tax	-1.29	4.11	-0.25	3.66	1.82	3.59
(3) Adjustment of tax relating to earlier periods	0.02	0.65	0.10	0.13	0.12	-0.06
	12.30	15.21	17.25	20.96	35.21	41.67
(VII) Profit for the period (V-VI)	35.84	37.90	51.13	61.52	101.80	125.55

Valuation Report: IKF Finance Limited

Annexure IV: Extract of Consolidated Balance Sheet

(INR in Crores)

Particulars	As at March 31, 2020	As at March 31, 2021	As at March 31, 2022	As at March 31, 2023	As at March 31, 2024	As at Feb 28, 2025
ASSETS						
(1) Financial assets						
(a) Cash and cash equivalents	32.30	144.74	96.64	278.17	47.21	46.65
(b) Bank Balance other than included in (a) above	37.75	41.65	25.34	60.99	35.49	30.55
(c) Receivables	-	-	-	-	-	-
(I) Trade receivables	0.24	0.65	0.28	-	1.46	2.16
(II) Other receivables	-	-	-	-	-	-
(c) Loans	1,380.42	1,587.85	1,892.10	2,689.20	4,142.98	5,489.89
(e) Investments	-	-	-	212.48	124.07	175.28
(f) Derivative financial instruments	-	-	-	-	0.63	1.62
(g) Other financial assets	12.42	19.68	31.93	47.59	66.55	90.24
	1,463.12	1,794.57	2,046.30	3,288.43	4,418.38	5,836.39
(2) Non-financial assets						
(a) Current Tax Assets (Net)	1.57	2.18	2.01	4.01	0.43	0.69
(b) Deferred Tax Assets (Net)	2.99	-	0.70	-	-	-
(c) Investment Property	0.07	0.06	1.14	0.72	1.30	1.30
(d) Property, Plant and Equipment	3.58	3.19	3.43	3.63	3.50	59.62
(e) Right of use asset	0.80	0.46	0.20	3.13	3.62	4.95
(f) Capital work in progress	-	-	-	-	0.48	-
(g) Intangibles assets under development	-	-	-	-	0.13	-
(h) Intangible assets	2.19	2.07	1.76	2.36	1.98	1.74
(i) Goodwill	7.74	7.74	7.74	7.74	7.74	7.74
(j) Other non-financial assets	3.74	4.02	10.80	33.87	43.30	16.15
	22.67	19.73	27.79	55.47	62.49	92.19
Total assets	1,485.79	1,814.30	2,074.09	3,343.90	4,480.87	5,928.58
LIABILITIES AND EQUITY						
LIABILITIES						
(1) Financial liabilities						
(a) Derivative financial instruments	-	-	0.59	0.05	-	-
(b) Payables	-	-	-	-	-	-
(i) Trade payables and other payables	-	-	-	-	-	-
(i) total outstanding dues of micro enterprises and small enterprises	-	-	-	-	-	-
(II) total outstanding dues of creditors other than micro enterprises and small enterprises	0.18	0.24	0.07	1.13	1.58	1.33
(c) Debt securities	61.10	432.11	238.08	266.41	209.99	647.50
(d) Borrowings (other than debt securities)	1,008.34	921.49	1,321.39	2,130.82	3,074.65	3,929.87
(e) Subordinated Liabilities	64.51	59.87	60.03	163.45	163.72	163.98
(f) Other financial liabilities	37.42	35.84	31.03	40.27	69.64	92.31
	1,171.55	1,449.53	1,651.19	2,602.13	3,519.58	4,834.98
(2) Non-financial liabilities						
(a) Current tax liabilities (Net)	0.39	0.72	-	-	1.14	2.66
(a) Provisions	2.31	3.03	3.45	2.62	3.43	4.20
(b) Deferred tax liabilities (Net)	-	1.17	1.65	4.64	6.39	10.31
(c) Other non-financial liabilities	1.49	1.49	1.57	2.63	3.76	3.38
	4.19	6.41	6.68	9.90	14.72	20.54
EQUITY						
(a) Equity share capital	50.28	51.67	52.66	64.58	70.16	70.16
(b) Other equity	255.55	301.69	357.81	659.45	863.92	988.03
(c) Non- Controlling Interest	4.22	5.00	5.75	7.85	12.49	14.88
	310.05	358.36	416.22	731.88	946.56	1,073.07
Total liabilities and equity	1,485.79	1,814.30	2,074.09	3,343.90	4,480.87	5,928.58

THE COMPANIES ACT, 2013
A COMPANY LIMITED BY SHARES
(Incorporated under the Companies Act, 1956)

ARTICLES OF ASSOCIATION

OF

IKF FINANCE LIMITED

CHAPTER I

1. The regulations contained in Table 'F' in Schedule I to the Companies Act, 2013 ("Table 'F'"), as are applicable to a public company limited by shares, shall apply to the Company so far as they are not inconsistent with any of the provisions contained in Chapter II of these Articles or modifications thereof. In case of any conflict between the provisions of Chapter II of these Articles and Table 'F', the provisions of Chapter II of these Articles shall prevail.
- Table "F" to apply save as varied**

Interpretation

2. In the interpretation of these Articles, unless repugnant to the subject or context:-
- Interpretation Clause**

"**Act**" means the Companies Act, 2013 and rules made thereunder or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.

"Act"

"**Articles**" means these articles of association of the Company or as altered from time to time.

"Articles"

"**Board**" or "Board of Directors" means a meeting of the Directors duly called and constituted, or the case may be, the Directors assembled at a meeting of the Board, or the requisite number of Directors entitled to pass a circular resolution in accordance with the Articles, or the Directors of the Company collectively.

"Board" or "Board of Directors"

"**Company**" means "IKF Finance Limited"

"Company"

"**Directors**" means the Directors for the time being of the Company or, as the case may be, the Directors assembled at a meeting of the Board.

"Directors"

"**Depository**" shall mean a Depository as defined in Section 2 of the Depositories Act, 1996.

"Depository"

"**Rules**" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.

"Rules"

“Seal” means the common seal of the Company.

“Seal”

The marginal notes used in these Articles shall not affect the construction hereof.

Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

SHARE CAPITAL AND VARIATION OF RIGHTS

3. *****The Authorized Share Capital of the company is Rs.125,00,00,000/- (Rupees One Hundred and Twenty Five Crores only) divided into 10,00,00,000 (Ten Crore only) Equity Shares of Rs.10/- (Rupees Ten only) each and 25,00,000 (Twenty Five Lac only) Preference Shares of Rs.100/- (Rupees One Hundred only). The Company shall have power to increase, consolidate, sub-divide, reduce or otherwise alter its share capital subject to the provisions of the Act**.*** **Capital**
4. Subject to the provisions contained in these Articles and the Act, the shares shall be under control of the Directors who may allot or otherwise dispose of the same on such terms and conditions, and at such time as the Directors think fit and with such power to issue any shares as fully paid-up in consideration of services rendered to the Company in its formation or otherwise provided that where the Directors decided to increase the issued Capital of the Company by issue of further share the provisions of Section 62 of the Act, will be complied with Provided further that the option or right to call of share shall not be given to any person except with the sanction of the Company in general meeting. **Shares under control of Board**
5. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be, if the price of such shares is determined by the valuation report of a registered valuer and such issuance and allotment is approved by a special resolution of the shareholders of the Company. **Shares for consideration other than cash**
6. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws: **Kinds of share capital**
 - i. Equity share capital:

- a. with voting rights; and / or
 - b. with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
 - ii. Preference share capital
7. i. Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month after the of the application for the registration of transfer or transmission or within such other period as the conditions of issue provide:
- a. one certificate for all his shares without payment of any charges; or
 - b. several certificates, each for one or more of his shares, upon payment of twenty rupees, for each certificate after the first.
- ii. Every certificate shall be under the Seal and shall specify the shares to which it relates and the amount paid-up thereon.
- iii. 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.
8. i. 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 such Rs. 20 as may be fixed by the Board from time to time in accordance with the Act, for each certificate.
- ii. The provisions of the foregoing Articles relating to issue of certificates shall *mutatis mutandis* apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.
9. Subject to the provisions contained in these Articles and 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 the Articles 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.

Issue of certificate

Certificate to bear seal

One certificate for shares

held jointly

Issue of new share certificate in place of one defaced, lost or destroyed

Provisions as to issue of certificates to apply *mutatis mutandis* to debentures, etc.

- | | |
|--|---|
| <p>10. i. Subject to the provisions contained in these Articles, 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 the Act, 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, as prescribed under the Act.</p> <p>ii. To every such separate meeting, the provisions of these regulations relating to general meetings shall <i>mutatis mutandis</i> apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.</p> | <p>Variation of the members</p> <p>right</p> <p>Provisions as to general meetings to apply <i>mutatis mutandis</i> to each meeting</p> |
| <p>11. Subject to the provisions contained in the Act and these Articles, 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 <i>pari passu</i> therewith.</p> | <p>Issue of further shares not to affect rights of existing members</p> |
| <p>12. Subject to the provisions contained in these Articles and the Act, the Company shall have power to issue preference Shares carrying right to redemption out of profits which should otherwise be available for dividend, or out of the proceeds of a fresh issue of shares made for the purpose of such redemption, or liable to be redeemed at the option of the Company, and the Board may, subject to the provisions of Section 55 of the Act, exercise such power in such manner as it think fit.</p> | <p>Power to issue redeemable preference shares</p> |
| <p>13. i. Subject to the provisions contained in these Articles, the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to:</p> <p>a. persons who, at the date of offer, are holders of equity shares of the Company; such offer 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; or</p> <p>b. employees under any scheme of employees' stock option, subject to approval by the shareholders of the Company by way of a special resolution; or</p> <p>c. any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above, subject to approval by the shareholders of the Company by way of a special resolution.</p> <p>ii. Subject to the provisions contained in these Articles and the Act, a further issue of shares may be made in any manner whatsoever</p> | <p>Further issue of share capital</p> <p>Mode of further issue of shares</p> |

as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

14. Subject to the provisions contained in these Articles and in accordance with the provisions of Section 54 of Act, the Company shall have the power, by means of a Special Resolution to be passed at a general meeting of the Company, to issue sweat equity shares.

Sweat equity shares

15. Any debentures, debenture-stock or other securities may be issued subject to the provisions of the Act and these Articles, at a discount, premium or otherwise and may be issued on the condition that they shall be convertible into shares of any denomination and with any special privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the general meeting, appointment of Directors and otherwise. Debentures or other securities 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 way of a special resolution.

Terms of issue of debentures

LIEN

16. i. The Company shall have a first and paramount lien—
- a. 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
 - b. 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,

Company's lien on shares

Lien to extend to dividends, etc.

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

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

17. Subject to the provisions contained in the Act and these Articles, the Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

As to enforcing lien by sale

Provided that no sale shall be made:

- a. unless a sum in respect of which the lien exists is presently payable; or
- b. until the expiration of fourteen 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 or otherwise.
18. i. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- ii. The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- iii. 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.
19. The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.
20. i. 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.
- ii. 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.
21. 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.
22. The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.

Validity of sale

Purchaser to be registered

holder

Purchaser not affected

Validity of Company's

receipt

Application of proceeds of

sale

Payment of residual money

Outsider's lien not to effect

Company's lien

Provisions as to lien to apply mutatis mutandis to debentures, etc.

DEMATERIALISATION OF SECURITIES

23. Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its shares, debentures and other securities and to offer any shares, debentures or other securities proposed to be issued by it for subscription in a dematerialised form and on the same being done, the Company shall further be entitled to maintain a register of members/ debenture-holders/ other security-holders with the details of members/ debenture-holders/ other security-holders holding shares, debentures or other securities both

Company entitled to

dematerialise its shares,

debentures and other

- in materialised and dematerialised form in any media as permitted by the Act. **securities**
24. Every person subscribing to or holding securities of the Company shall have the option to receive security certificates or to hold the securities in electronic form with a Depository. If a person opts to hold his security with a Depository, the Company shall intimate such Depository the details of allotment of the security, and on receipt of the information, the Depository shall enter in its records the name of the allottee as the beneficial owner of the security. **Option to hold shares in electronic or physical form**
25. Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears as the beneficial owner of the shares, debentures and other securities in the records of the Depository as the absolute owner thereof as regards receipt of dividends or bonus on shares, interest/premium on debentures and other securities and repayment thereof or for service of notices and all or any other matters connected with the Company and accordingly the Company shall not (except as ordered by a court of competent jurisdiction or as by law required and except as aforesaid) be bound to recognise any benami trust or equity or equitable, contingent or other claim to or interest in such shares, debentures or other securities as the case may be, on the part of any other person whether or not it shall have express or implied notice thereof. **Beneficial owner deemed as absolute owner**
26. In the case of transfer of shares, debentures or other securities where the Company has not issued any certificates and where such shares, debentures or other securities are being held in an electronic and fungible form, the provisions of the Depositories Act, 1996 shall apply. **Shares, debentures and other securities held in electronic form**
- Provided that in respect of the shares and securities held by the Depository on behalf of a beneficial owner, provisions of Section 9 of the Depositories Act, 1996, shall apply so far as applicable.
27. 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 the bye-laws of the Depository and the Company in that behalf. **Information about transfer of securities**
28. 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 electronic form so far as they apply to shares in physical form subject however to the provisions of the Depositories Act, 1996. **Provisions to apply to shares in electronic form**
- CALLS**
29. i. Subject to the provisions contained in the Act and these Articles, the Board may, from time to time, subject to the terms on which any shares may have been issued, make calls as think fit upon the members in respect of any monies unpaid on the shares held by them respectively, and not by **Board may make calls**
Notice of call

<p>the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.</p>	<p>Board may extend time for payment</p>
<p>ii. Not less than fourteen days' notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.</p>	<p>Revocation or postponement of call</p>
<p>iii. Subject to the provisions contained in the Act and these Articles, the Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.</p>	
<p>iv. Subject to the provisions contained in the Act and these Articles, a call may be revoked or postponed at the discretion of the Board.</p>	
<p>30. Subject to the provisions contained in the Act and these Articles, 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.</p>	<p>Call to take effect from date of resolution</p>
<p>31. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.</p>	<p>Liability of joint holders of Shares</p>
<p>32. If the sum payable in respect of any call or, instalment be not paid or on before the day appointed for the payment thereof the holder for the time being of the share in respect of which the call shall have been made or the, instalment shall be due, shall pay interest for the same at the rate of 10 per cent annum, from the day appointed for the payment thereof to the actual payment or at such other rate as the Directors may determine but they shall have power to waive the payment thereof wholly or in part.</p>	<p>Interest on call Payable and waive interest</p>
<p>33.</p> <p>i. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.</p> <p>ii. 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.</p>	<p>Sums deemed to be calls</p> <p>Effect of non-payment of sums</p>
<p>34. Subject to the provisions contained in the Act and these Articles, the Board may if it thinks fit, receive from any Member willing to advance the same, all or any part of the money due upon the share</p>	<p>Payment in anticipation of</p>

held by him beyond the sums actually called for, and upon the money so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of calls then made upon the share in respect of which such advance has been made, the Company may pay interest at such rate not exceeding, unless the Company in General Meeting shall otherwise direct, 6 per cent per annum as the Member paying such sum as advance and the Board agree upon. Money so paid in excess of the amount of call shall not rank for dividends or confer a right to participate in profits. The Board may at any time repay amount so advanced upon being such Member not less than three months notice in writing.

calls may carry interest

35. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.

Instalments on shares to be duly paid

36. 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 payment of any such money shall preclude the forfeiture of such shares as herein provided.

Partial payment not to preclude forfeiture

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

Provisions as to calls to apply mutatis mutandis to debentures etc.

TRANSFER OF SHARES

38. i. The instrument of transfer of any share in the Company which is in physical form shall be executed by or on behalf of both the transferor and transferee.
- ii. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

Instrument of transfer to be executed by transferor and transferee

39. The Company shall not register a transfer of shares in, or debentures of the Company held in physical form unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company along with the certificates relating to the shares or debentures, or if no such certificate is in existence, along with the letter of allotment of the shares or debentures:

Transfer not to be registered except on production of instrument of transfer

Provided that where on an application in writing made to the Company by the transferee and bearing the stamp required for an instrument of transfer, it is proved to the satisfaction of the Board that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost or where the

instrument of transfer has not been delivered within the prescribed period, the Company may register the transfer on such terms as to indemnity as the Board may think fit:

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

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| <p>40. Subject to the provisions contained in the Act and these Articles, in case of shares held in physical form, the Board may, subject to the right of appeal conferred by the Act decline to register any transfer of shares on which the Company has a lien.</p> | <p>Board may refuse to register transfer</p> |
| <p>41. A transfer of the shares or other interest in the Company of a deceased member thereof made by his legal representatives shall, although the legal representative is not himself a member be as valid as if he had been a member at the time of the execution of the instrument of transfer.</p> | <p>Transfer by legal representative</p> |
| <p>42. Where the application is made by the transferor and relates to partly paid shares, the transfer shall not be registered, unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the date of receipt of the notice.</p> | <p>Transfer of partly paid shares</p> |
| <p>For the purpose of above clause notice to the transferee shall be deemed to have been duly given if it is dispatched by pre-paid registered post to the transferee at the address given in the instrument of transfer, and shall be deemed to have been duly delivered upon the expiry of seven days from the date of dispatch.</p> | |
| <p>43. Subject to the provisions contained in the Act and these Articles, in case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless:</p> <ul style="list-style-type: none">i. the instrument of transfer is in the form as prescribed in the Rules or under the Act,ii. 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; andiii. the instrument of transfer is in respect of only one class of shares. | <p>Board may decline to recognize instrument of transfer</p> |
| <p>44. No transfer shall be made to minor or person of unsound mind.</p> | <p>No transfer to infant, etc</p> |
| <p>45. Instruments of transfer duly approved shall be retained by the Company.</p> | <p>When transfers to be Retained</p> |

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| 46. | On giving seven days' notice by advertisement in a newspaper circulating in the District in which the Office of the Company is situated the Register of Members may be closed during such time as the Directors think fit not exceeding in the whole forty-five days in each year but not exceeding thirty days at a time. | Power to close Register of Members or other security holders |
| 47. | The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company. | Provisions as to transfer of shares to apply mutatis mutandis to debentures etc. |

TRANSMISSION OF SHARES

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| 48. | <ul style="list-style-type: none"> i. Subject to the provisions contained in the Act and these Articles, 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. ii. Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons. | Title to shares on death of a member

Estate of deceased member liable |
| 49. | <ul style="list-style-type: none"> i. Subject to the provisions contained in the Act and these Articles, 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— <ul style="list-style-type: none"> a. to be registered himself as holder of the share; or b. to make such transfer of the share as the deceased or insolvent member could have made. ii. Subject to the provisions contained in the Act and these Articles, 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. | Transmission Clause

Board's right unaffected |
| 50. | The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer. | Indemnity to the Company |
| 51. | <ul style="list-style-type: none"> i. If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. ii. If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share. | Right to election of holder of share

Manner of testifying |

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| <p>iii. All the limitations, restrictions and provisions of these Articles 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.</p> | <p>Election</p> <p>Limitations applicable to notice</p> |
| <p>52. 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:</p> <p>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.</p> | <p>Claimant to be entitled to same advantage</p> |
| <p>53. The provisions of these Articles relating to transmission by operation of law shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.</p> | <p>Provisions as to transmission to apply <i>mutatis mutandis</i> to debentures, etc.</p> |

FORFEITURE OF SHARES

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| <p>54. Subject to the provisions contained in the Act and these Articles, if any Member fails to pay any call or instalment on or before the day appointed for the payment of the same the Board may at any time thereafter during such time as the call or instalment remains unpaid, serve a notice on such Member requiring him to pay the same together with any interest that may have accrued and expenses that may have been incurred by the Company by reasons of such non-payment.</p> | <p>If call or instalment not paid notice must be given</p> |
| <p>55. The notice shall name a day (not being less than 14 days from the date of the notice) and a place or places on and at which such call or instalment and such interest and expenses as aforesaid are to be paid the notice shall also state that in the event of non-payment at or before the time, and at the place or places appointed the shares in respect of which such call was made or instalment is payable will be liable to be forfeited.</p> | <p>Form of notice</p> |
| <p>56. If the requirement of any such notice as aforesaid be not complied with, any shares in respect of which such notice has been given may, at any time thereafter before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect.</p> | <p>In default of payment of shares to be forfeiture</p> |

57.	When any share shall have been so forfeited, notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture and an entry, of the forfeiture with the date thereof, shall forthwith be made in the Register but no forfeiture shall be in any manner invalidate by any omission or neglect to give such notice or to make entry as aforesaid.	Entry of forfeiture in register of members
58.	The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.	Effect of forfeiture
59.	<ul style="list-style-type: none"> i. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. ii. At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit. 	<p>Forfeited shares may be sold, etc.</p> <p>Cancellation of forfeiture</p>
60.	<ul style="list-style-type: none"> i. Any member whose shares have been forfeited shall notwithstanding such forfeiture, be liable to pay and shall forthwith pay to the Company all calls, instalments, interest and the expenses, owing upon or in respect of such shares at the time of forfeiture together with interest thereupon, from the time of the forfeiture until payment at 12 per cent per annum or such other rate as the Directors may determine and the Directors may enforce the payment thereof without any deduction of allowance for the value of shares at the time of forfeiture but shall not be under any obligation to do so. ii. The liability of ex-shareholder will be only up to the amount not paid by the purchaser. 	<p>Member still liable to pay money owing at time of Forfeiture and interest</p> <p>Cesser of liability</p>
61.	<ul style="list-style-type: none"> i. A duly verified declaration in writing that the declarant is a Director and that certain share in the Company have 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 and the receipt of the Company for the consideration if any, given to shares on the sale or disposition thereof, shall constitute a given title to such shares. ii. 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; iii. The transferee shall thereupon be registered as the holder of the share; and iv. 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. 	<p>Certificate of forfeiture</p> <p>Title of purchaser and transferee of forfeited shares</p> <p>Transferee to be registered as holder</p> <p>Transferee not affected</p>

62. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers by these presents given, the Directors 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 in respect of the shares sold and after his name has been entered in the register in respect of such shares his title to such shares shall not be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or deposition, nor impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. **Validity of the sales**
63. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto. **Cancellation of share certificate in respect of forfeited shares**
64. The Board may, subject to the provisions of the Act and these Articles, accept a surrender of the share certificate for any forfeited share from or by any member desirous of surrendering them on such terms as they think fit. **Surrender of share certificates**
65. Subject to the provisions contained in the Act and these Articles, 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. **Sums deemed to be calls**
66. The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company. **Provisions as to forfeiture of shares to apply mutatis mutandis to debentures, etc.**

ALTERATION OF CAPITAL

67. Subject to the provisions contained in these Articles and the Act, the Company may by ordinary resolution from time to time alter the condition of the Memorandum of Association as follows : **Power to alter share capital**
- i. Increase the share capital by such amount to be divided into shares of such amount as may be specified in the resolution;
 - ii. Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - iii. Sub-divide its existing shares or any, of them into shares of smaller amount than is fixed by the Memorandum and

- iv. Cancel any share which, at the date of the passing of the resolution 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.

68. Subject to the provisions contained in the Act and these Articles, where shares are converted into stock—

Shares may be converted

- i. 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:

into stock

Right of stockholders

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.

- ii. 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.
- iii. such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.

69. Subject to the provisions contained in the Act and these Articles, the Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law:

Reduction of capital

- i. its share capital;
- ii. any capital redemption reserve account; or
- iii. any share premium account

CAPITALISATION OF PROFITS

70. i. Subject to the provisions contained in these Articles and the Act, the Company in general meeting may, upon the recommendation of the Board, resolve—

Capitalisation

Sum how applied

- a. 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

- b. that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- ii. Subject to the provisions contained in the Act and these Articles, the sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—
 - a. paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - b. 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;
 - c. partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b);
 - d. 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;
 - e. The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

71.

- i. Subject to the provisions contained in the Act and these Articles, whenever such a resolution as aforesaid shall have been passed, the Board shall:
 - a. 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
 - b. generally do all acts and things required to give effect thereto.
- ii. Subject to the provisions contained in the Act and these Articles, the Board shall have power:
 - a. 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 infractions; and
 - b. 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

Powers of the Board for capitalisation

Board's power to issue fractional

Certificate / coupon etc.

Agreement binding on

members

resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

- iii. Subject to the provisions contained in the Act and these Articles, any agreement made under such authority shall be effective and binding on such members.

POWER OF THE COMPANY TO PURCHASE ITS OWN SECURITIES

- 72. Subject to the provisions contained in these Articles and in accordance with the provisions of Sections 68, 69, 70 of Act, the Company shall have the power, by means of a Special Resolution to be passed at a General Meeting of the Company, to purchase its own securities. **Buy-back of shares**
- 73. The Company shall not give any financial assistance for or in connection with the purchase or subscription of any shares in the Company or in its holding company, save as provided by the Act and these Articles. **Restrictions on purchase by Company of its own shares**

GENERAL MEETINGS

- 74. All General Meetings other than Annual General Meeting shall be called Extraordinary General Meeting. **Extraordinary general meeting**
- 75.
 - i. Subject to the provisions contained in these Articles, the Board may call an Extraordinary General Meeting whenever they think fit in accordance with Section 100 of the Act. **Powers of Board to call extraordinary general meeting**
 - ii. Subject to the provisions contained in these Articles and the Act, if at any time Directors capable of acting who are sufficient in number to form a quorum are not within India, any Director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

PROCEEDINGS AT GENERAL MEETINGS

- 76. Subject to the provisions contained in these Articles, the quorum for a General Meeting shall be as per provisions of Section 103 of the Act and no business shall be transacted at any General Meeting unless the quorum requisite is present at the commencement of the business. **Quorum for general meeting**
- 77. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company. **Chairperson of the Meetings**
- 78. Subject to the provisions contained in these Articles, if there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as

chairperson of the meeting, the Directors present shall elect one of their members to be Chairperson of the meeting.

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| <p>79. Subject to the provisions contained in these Articles, if at any meeting, pursuant to Article 78 above, no Director is willing to act as Chairperson or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by poll or electronically choose one of their members to be Chairperson of the meeting.</p> | <p>Members to elect
chairperson</p> |
| <p>80. Subject to the provisions contained in these Articles, the Chairperson of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairperson present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.</p> | <p>Power of
Chairperson</p> |
| <p>81. On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote subject to the provisions contained in these Articles.</p> | <p>Casting vote of
Chairperson at
general meeting</p> |
| <p>82.</p> <ul style="list-style-type: none">i. The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.ii. There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting:<ul style="list-style-type: none">a. is, or could reasonably be regarded, as defamatory of any person; orb. is irrelevant or immaterial to the proceedings; orc. is detrimental to the interests of the Company.iii. The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.iv. The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein. | <p>Minutes of
proceedings of
meetings and
resolutions passed
by postal ballot</p> <p>Certain matters not
to included in the
minutes books</p> <p>Discretion of the
chairperson in
relation to</p> <p>Minutes to be
evidence</p> |
| <p>83.</p> <ul style="list-style-type: none">i. The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:<ul style="list-style-type: none">a. be kept at the registered office of the Company; and | <p>Inspection of
minute books
of general meeting</p> |

- b. be open to inspection of any member without charge, during 11.00 a.m. to 5.00 p.m. on all working days other than Saturdays. **Members may obtain copy of the minutes**
- ii. Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to above.

ADJOURNMENT OF MEETING

- 84. i. Subject to the provisions contained in these Articles, the Chairperson 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. **Chairperson may adjourn the meeting**
- ii. Subject to the provisions contained in these Articles, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. **Business at adjourned meeting**
- iii. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. **Notice of adjourned meeting**
- iv. Save as aforesaid, and as provided in the Act and these Articles, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. **Notice of adjourned meeting not required**

VOTING RIGHTS

- 85. Subject to the provisions of the Act and these Articles, and any rights or restrictions for the time being attached to any class or classes of shares **Entitlement to vote on show of hands and on poll**
 - i. on a show of hands, every member present in person shall have one vote;
 - ii. on a poll, the voting rights of members shall be in proportion to their share in the paid-up equity share capital of the Company
- 86. Where a poll is to be taken, the Chairman of the meeting shall appoint such number of persons, as he deems necessary to scrutinise the poll process and votes given on the poll and to report thereon to him; **Scrutinizers at poll**
- 87. Subject to the provisions contained in the Act and these Articles, the Chairman shall have power, at any time before the result of the poll is declared to remove a scrutiner from office and to fill vacancies in the office of scrutiner arising from such removal or from any other cause.

88.	A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.	Voting through electronic Means
89.	i. 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. ii. For this purpose, seniority shall be determined by the order in which the names stand in the register of members	Vote of joint-holders Seniority of names
90.	A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or legal guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.	How members <i>non compos mentis</i> and minor may vote
91.	Subject to the provisions of the Act and other provisions of these Articles, any person entitled to any shares, pursuant to the provisions related to Transmission in these Articles, may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.	Votes in respect of shares of deceased or insolvent members, etc.
92.	Subject to the provisions contained in the Act and these Articles, any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.	Business may proceed pending poll
93.	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 or in regard to which the Company has exercised any right of lien.	Restriction on voting rights
94.	A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.	Restriction on exercise of voting rights in other cases to be void
95.	i. 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.	Validity of the Vote
96.	ii. Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.	
97.	Subject to the provisions contained in these Articles, members shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.	Equal rights of members

PROXY

98. Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting. **Member may vote in person or otherwise**
99. 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 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 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid. **Proxies when to be Deposited**
100. An instrument appointing a proxy shall be in the form as prescribed in the Rules and under the Act. **Form of proxy**
101. 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: **Proxies to be valid not withstanding death of the principal**
- 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.
- ## BOARD OF DIRECTORS
102. Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than 3 (three) and shall not be more than 15 (fifteen) **Board of directors**
103. Notwithstanding anything contrary contained in the Articles, if the Company has availed any loan(s) from, or issued any debentures or other instruments/securities to, any bank(s), financial institution(s), non-banking financial companies, asset reconstruction companies or any other body corporate (“Lender(s)”) and so long as any monies with respect to such loan(s) granted by such Lender(s) to the Company remain outstanding by the Company to any Lender(s) or so long as the Lender(s) continue to hold debentures in the Company by direct subscription or private placement, or so long as the Lender(s) hold equity shares in the Company as a result of conversion of such loans/debentures, or if the agreement with the respective Lender(s) provide for appointment of any person or persons as a Director or Directors., or if the Company is required to appoint to appoint any person as a director pursuant to. **Nominee Directors**
104. The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or **Same individual may be Chairperson and Managing Director**

	Chief Executive Officer of the Company, subject to section 203 of the Act.	/ Chief Executive Officer
105.	The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.	Remuneration of directors
106.	i. Subject to the provisions contained in these Articles, 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.	Remuneration to require members' consent
	ii. Subject to the provisions of these Articles, 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 —	Travelling and other Expenses
	a. in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or	
	b. in connection with the business of the company.	
107.	The fees payable to the Director for attending the meeting of the Board or committee thereof shall be decided by the Board of Directors from time to time within the maximum limits of such fees that may be prescribed under the Act or the Rules.	
108.	The Company may exercise the powers conferred on it by section 88 of the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register	
109.	Subject to the provisions of the Act and these Articles, all cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board or a committee thereof shall from time to time by resolution, determine	Execution of negotiable Instruments
110.	Every Director present at any meeting of the Board or of a committee thereof shall sign his name in the attendance book or attendance sheet kept for that purpose or submit a duly signed attendance slip which shall be maintained as part of the book to be kept for that purpose	
111.	i. Subject to the provisions contained in the Act and these Articles, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the Directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.	Appointment of Additional Director

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| <p>ii. Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act</p> | <p>Duration of the office of the additional director</p> |
| <p>112. Subject to the provisions contained in these Articles, the Board may appoint an alternate director to act for a Director (hereinafter in this Article called “the Original Director”) during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.</p> | <p>Appointment of alternate Director</p> |
| <p>113. An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.</p> | <p>Duration of office of alternate director</p> |
| <p>114. If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the alternate director.</p> | <p>Re-appointment provisions applicable to Original Director</p> |
| <p>115. i. Subject to the provisions contained in these Articles, if the office of any Director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.</p> <p>ii. The Director so appointed shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not been vacated.</p> | <p>Appointment of director to fill casual vacancies</p> <p>Duration of office of Director appointed to fill casual vacancies</p> |

POWER OF BOARD

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| <p>116. Subject to the provisions contained in these Articles, the management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.</p> | <p>General powers of the Company vested in Board</p> |
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BORROWINGS POWERS

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

PROCEEDINGS OF BOARD

118. i. The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. **When meeting to be Convened**
- ii. The Chairperson or any one Director, or the company secretary on the direction of the Chairperson shall, at any time summon a meeting of the Board. **Who may summon Board Meeting**
119. A meeting of the Board of Directors shall be held at least four times every year and not more than 120 days shall lapse between two Board meetings.
120. Notice of every meeting of the Board of Directors of the Company shall be given in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means. **Notice of Meetings**
121. Subject to the provisions contained in these Articles, the quorum for a Board meeting shall be as provided in the Act. **Quorum for Board Meetings**
122. The participation of Directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law. **Participation at Board Meetings**
123. i. Save as otherwise expressly provided in the Act and these Articles, questions arising at any meeting of the Board shall be decided by a majority of votes. **Questions at Board meeting
how decided**
- ii. Subject to the provisions contained in these Articles, in case of an equality of votes, the Chairperson of the Board shall have a second or casting vote. **Casting vote of Chairperson at Board Meeting**
124. 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. **Directors not to act when number falls below minimum**

125.	i. Subject to the provisions contained in these Articles, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.	Who to preside at meetings of the Board
	ii. If no such Chairperson is elected, or if at any meeting the Chairperson, is not present within fifteen minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairperson of the meeting.	Absence of Chairperson
126.	i. The Board may, subject to the provisions of the Act and these Articles, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.	Delegation of powers
	ii. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.	Committee to conform to Board regulations
127.	The participation of Directors in a meeting of the committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.	Participation at Committee Meetings
128.	i. A committee may meet and elect a chairperson as it thinks fit.	Chairperson of Committee
	ii. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.	Who to preside at meetings of Committee
129.	i. A committee may meet and adjourn as it thinks fit.	Committee to meet
	Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall subject to the provisions contained in these Articles have a second or casting vote	Questions at Committee meeting how decided
130.	All acts done in 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 of 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.	Acts of Board or Committee valid notwithstanding defect of appointment
131.	Save as otherwise expressly provided in the Act and these Articles, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.	Passing of resolution by Circulation

Chief Executive Officer, Manager, Company Secretary, Whole Time Director, Chief Financial Officer

132. Subject to the provisions of the Act and these Articles,—
- i. A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
 - ii. A Director may be appointed as chief executive officer, manager, company secretary or chief financial officer
133. A provision of the Act or these regulations requiring or authorizing a thing to be done by or to a Director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

Chief Executive Officer, etc

Director may be chief executive officer, etc.

Same person not authorized to act in different capacity

MANAGING DIRECTOR

134. i. Subject to the provisions contained in the Act and these Articles, the Directors may from time to time appoint one or more of their body to be the Managing Director of the Company, in accordance with the provisions of the Act and the Rules
- ii. Subject to the provisions contained in these Articles, a Managing Director so appointed shall exercise the powers and authorities conferred upon him by an agreement entered into between him and the Company and/or by a resolution of the Board and be subject to the obligations and restrictions imposed upon him thereby or by the Act.

Managing Director

REGISTERS

135. The Company shall keep and maintain at its registered office all statutory registers including, register of charges, register of annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 5.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.
- i. The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such

Foreign register

regulations as it may think fit respecting the keeping of any such register.

- ii. The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, *mutatis mutandis*, as is applicable to the register of members

THE SEAL

- 136.** *The provisions of Regulation 79 of Table F of the Companies Act 2013, shall not apply to the Company but the following provision shall apply:*

Seal

The Board shall provide for the Seal of the Company and shall have power from time to time to destroy and substitute a new seal in lieu thereof, and the Directors/Company Secretary shall provide for the safe custody of the Seal for the time being and the seal shall not be affixed to any instrument except with the authority of the resolution of the Board and in the presence of any person authorised by the Board in this regard and that person shall sign every instrument to which the Seal is so affixed in their presence.

DIVIDEND AND RESERVE

- 137.** Subject to the provisions contained in the Act and these Articles, the Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board

**Company in
general meeting
may declare
Dividends**

- 138.** Subject to the provisions contained in the Act and these Articles, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

Interim dividends

- 139.** i. Subject to the provisions contained in the Act and these Articles, the Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable 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, thinks fit.

**Dividends only to
be paid out of
profits**

- ii. Subject to the provisions contained in the Act and these Articles, the Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

**Carry forward of
profits**

- 140.** i. Subject to the provisions contained in the Act, these Articles and the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in

Division of profits

<p>respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.</p>	<p>Payments in advance</p>
<p>ii. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.</p>	<p>Dividends to be Apportioned</p>
<p>iii. 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.</p>	
<p>141. 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.</p>	<p>No member to receive dividend whilst indebted to the Company and Company's right to reimbursement there from</p>
<p>142. The Board may retain dividends payable upon shares in respect of which any person is, under the <i>Transmission</i> clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.</p>	
<p>143. i. Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or cheque or warrant sent through post or courier directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.</p> <p>ii. Every such cheque or warrant or electronic payment mode shall be made payable to the order of the person to whom it is sent.</p>	<p>Insument of payment</p>
<p>144. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.</p>	<p>Receipt of one holder Sufficient</p>
<p>145. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.</p>	<p>Notice of Dividend</p>
<p>146. The waiver in whole or in part of any dividend on any share by any document (whether or not under Seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.</p>	<p>Waiver of dividend</p>

147. No dividend shall bear interest against the Company.

**No Interest on
Dividend**

ACCOUNTS

148. i. Subject to the provisions contained in the these Articles, 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.
- ii. Subject to the provisions contained in these Articles, 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 authorized by the Board or by the Company in general meeting.

WINDING UP

149. Subject to the provisions of Chapter XX of the Act and Rules thereunder—

**Winding up of
Company**

- i. 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.
- ii. For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- iii. 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 INSURANCE

150. Subject to the provisions contained in these Articles, , every officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by a court or such authority.

The following Articles shall be inserted after the existing Article 1 to 150 of the Articles of Association of the Company in the form of a separate Chapter II. Articles 1 to 150 shall be placed under the new Chapter I of these Articles.

CHAPTER II

Provisions pursuant to the Shareholders Agreement inserted as Article Nos. 151 – 167 vide Special Resolution passed at the Extra-ordinary General Meeting held on [•] under the Companies Act, 2013 by the Shareholders of the Company.

151. MISCELLANEOUS

151.1 The Company, the Investors (*as defined below*), Raghu (*as defined below*), the Promoter Group (*as defined below*), IKFHFL (*as defined below*) (collectively referred to as “**Parties**”) have entered into the Shareholders’ Agreement (*as defined below*), which is a binding shareholders’ agreement between them, their respective transferees or successors in interest, as the case may be. Salient terms of the Shareholders’ Agreement are incorporated in Chapter II of these Articles to notify the Shareholders of their rights, obligations and covenants. The Company has undertaken that it shall not aid or abet any violation of the Agreement.

151.2 Notwithstanding anything to the contrary contained in the preceding Articles 1 to 150, the provisions of Articles 151 to 167 contained in Chapter II of these Articles shall apply in accordance with their terms so long as the Shareholders’ Agreement is in effect and in the event of any inconsistency or contradiction between the provisions of Chapter I of these Articles and the provisions of Chapter II of these articles, the provisions of Chapter II of these Articles shall override and prevail over the provisions of Chapter I of these Articles. For the purposes of any clarification, reference shall be made to the Shareholders’ Agreement and for this purpose, the Shareholders’ Agreement shall be deemed to be part of these Articles, as if incorporated herein. In case of conflict or inconsistency between the provisions of these Articles and the Shareholders’ Agreement, the provisions of the Shareholders’ Agreement shall override and prevail over the provisions of the Articles and the Shareholders shall ensure the compliance of all actions necessary to amend the Articles in accordance with the Shareholders’ Agreement, to align them with the provisions of the Shareholders’ Agreement. Further, till such time as such conflict or inconsistency in the Articles has not been resolved, the Company and, or its Subsidiaries shall not act on such conflicting or inconsistent provisions. The matters listed in Articles 1 to 150 are in addition to all other rights that the Investors may have as Shareholders of the Company, including rights under Chapter II of these Articles. The termination of the Shareholders’ Agreement or the ceasing of operation of certain Articles under these Articles shall be without prejudice to any claim or rights of action previously accrued to the parties to the Shareholders’ Agreement at the date of such termination / cessation.

152. DEFINITIONS AND INTERPRETATION

152.1 Definitions

“**2025 SPAs**” shall have the meaning ascribed to such term under the Shareholders’ Agreement.

“**2025 SSA**” means the share subscription agreement of even date, executed amongst NVP, IBEF, MOWL, the Promoter Group, the Company and IKFHFL.

“**2023 Fundraise Price**” shall have the meaning ascribed to such term under the Shareholders’ Agreement.

“**2023 Subscription Securities**” shall mean, collectively, Accion Securities and TIAA Securities.

“**2025 Fundraise Price**” means the Subscription Share Price.

“**2025 Subscription Shares**” shall mean, collectively, IBEF and MOWL Subscription Shares (as defined under *Schedule 10 of the Shareholders’ Agreement*) and NVP Subscription Shares (as defined under *Schedule 10 of the Shareholders’ Agreement*).

"**Accepted Securities**" shall have the meaning ascribed to the term under Article 159.3(iii).

“**Accion**” shall mean Accion Digital Transformation Fund LP, a limited partnership formed under the laws of Ontario, Canada, and having its principal place of business at 1101, 15th Street NW, Suite 400, Washington DC 20005, United States of America.

"**Accion Director**" shall have the meaning ascribed to the term under Article 155.1(B).

"**Accion Securities**" means such number of Equity Shares subscribed to by Accion in the Company pursuant to the Accion SSA, appropriately adjusted on a proportionate basis for stock / share splits and consolidations, and other similar occurrences.

“**Accion SSA**” means the share subscription agreement dated March 28, 2023 executed amongst *inter alia* Accion, the Promoter Group, the Company and IKFHFL.

"**Act**" means the (Indian) Companies Act, 2013, and any rules, regulations, notifications and clarifications made thereunder, and shall include, in each case, any amendment, modification or re-enactment thereof.

“**Actual LP Entitlement**” shall have the meaning ascribed to the term under Article 166.7.

"**Affiliate(s)**" of a Person means:

- (i) in case of a Person other than a natural Person, any other Person that, either directly or indirectly, through one or more intermediate Person(s), Controls, is Controlled by or is under common Control with, such Person; and
- (ii) in case of a Person that is a natural person, any other Person who is a Relative of such Person and any Person who is Controlled by such individual or Relatives of such individual;

provided that, without limiting the generality of the foregoing, the term 'Affiliate' shall, with respect to an Investor, include:

- (I) any subsidiary, fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle, in which such Investor is a general or limited partner, significant shareholder, investment manager or advisor, settlor, member of a management or investment committee or trustee;
- (II) any general partner of such Investor; and
- (III) any subsidiary, fund, collective investment scheme, trust, partnership, special purpose or other vehicle in which any general partner of such Investor or an Affiliate of such general partner is a general partner, limited partner, significant shareholder, investment manager or advisor, settlor, member of a management or investment committee or trustee or that shares the same investment manager and/or the same investment advisor;

provided further that, notwithstanding anything contained herein, the term “Affiliate” shall exclude: (a) with respect to an Investor, (X) portfolio/investee companies in which such Investor or its Affiliate has invested or (Y) any other Investor; and (b) Competitors.

“**Aggravated Cause**” mean the occurrence of any one or more of the following events or circumstances in relation to a Key Promoter:

- (i) commission of, aiding, or abetting any of the following (each such event in (a) and (b) below, a “**Promoter Fraud Event**”):
 - (A) any fraud, embezzlement and/or theft by such Key Promoter with respect to the Company and/or the Subsidiary; and/or
 - (B) any gross negligence and/or wilful misconduct, by such Key Promoter, with respect to the Company and/or a Subsidiary;
- (ii) any wilful breach by such Key Promoter of any instruction of the Board: (a) which instruction has been recorded in the minutes of a Board meeting, (b) execution of which instruction will not result in contravention by the Key Promoter or the Company/Subsidiary of any applicable Law, (c) which breach has a material adverse impact on the Company and/or any Subsidiary, and (d) which breach, if capable of being cured, has not been cured within 30 (thirty) days of the issuance of notice in this regard by the Company and/or the Investor Majority;
- (iii) any offence under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 or any equivalent legislation, with a conclusive finding of guilt against such Key Promoter by the internal complaints committee constituted by the Company (with none of the Key Promoters or their Relatives being members thereof) under applicable Law or any equivalent body;
- (iv) such Key Promoter having been convicted of, or pled guilty or *nolo* contendere with respect to, any offence involving moral turpitude, deceit, dishonesty or fraud;
- (v) filing of charge-sheet against such Key Promoter for an offence involving moral turpitude, deceit, dishonesty or fraud, which has not been vacated or stayed in 90 (ninety) days;
- (vi) occurrence of any of the following events with respect to such Key Promoter (“**Promoter Insolvency Event**”):
 - (A) admission of insolvency proceedings against such Key Promoter, which have not been vacated within 90 (ninety) days of commencement;
 - (B) a composition, assignment or arrangement with any creditors of such Key Promoter, which has, or is likely to have, an adverse impact on the Company and/or any Subsidiary; or
 - (C) enforcement of any security over all or substantially all of the assets of such Key Promoter, which has not been stayed or withdrawn within a period of 90 (ninety) days of any notice being issued for such enforcement.

"**Alternate Director(s)**" shall have the meaning ascribed to the term under Article 155.1(v).

"**AML/CFT**" shall have the meaning ascribed to the term under Article 156.3(i)(B).

"**Anti-Corruption Laws**" shall mean all applicable Laws that relate to bribery, corruption or money-laundering (including (i) the (Indian) Prevention of Corruption Act 1988, (ii) the (Indian) Whistle Blowers Protection Act, 2011, (iii) the (Indian) Prevention of Money Laundering Act, 2002, (iv) the U.S. Foreign Corrupt Practices Act of 1977, (v) the UK Bribery

Act 2010, (vi) the U.K. Proceeds of Crime Act, 2002, (vii) the U.S. Money Laundering Control Act, 1986, (viii) applicable provisions of the U.S. Patriot Act of 2001, (ix) the Canadian Corruption of Foreign Public Officials Act, (x) relevant provisions of the Canadian Criminal Code, (xi) applicable financial record keeping and reporting requirements of the Bank of Secrecy Act, 1970, and (xii) all applicable national and international laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions in each case as amended, re-enacted or replaced from time to time), and in the context of a Party, as applicable to such Party.

“Anti-Money Laundering Law” means: (i) the (Indian) Prevention of Money Laundering Act, 2002, (ii) the EU Anti-Money Laundering Directive of 1990, (iii) the applicable financial recordkeeping and reporting requirements of the Bank Secrecy Act of 1970, as amended, (iv) applicable provisions of the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, including all amendments thereto and regulations promulgated thereunder, (v) the U.S. Money Laundering Control Act of 1986, all anti-money laundering laws, the rules and regulations thereunder, and (vi) any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency, in India, the United States, the European Union and its member states, the United Kingdom, Canada, and all other jurisdictions, and in the context of a Party, as applicable to such Party.

“Anti-Dilution Securities” shall mean the 2023 Anti-Dilution Securities and/or the 2025 Anti-Dilution Securities, as the case may be.

"Applicable ESG Laws" means all applicable statutes, laws, ordinances, rules and regulations, including any license, permit or other Authorisation imposing liability or setting standards of conduct concerning any environmental, social, labour, health and safety or security risks.

"Approved Business Plan" shall have the meaning ascribed to the term under Article 156.5(iii).

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

"Assets" means assets or properties or undertaking of every kind, nature, character and description (whether immovable, movable, tangible, intangible, absolute, accrued, fixed or otherwise), including cash, cash equivalents, assets under financing activities, receivables, real estate, plant and machinery, equipment, intellectual property rights, raw materials, inventory, furniture, and fixtures.

“As If Converted Basis” means a calculation that is to be made assuming that all Securities existing at the time of determination have been exercised or converted into Equity Shares (in accordance with the conversion terms as applicable on the relevant date of determination); provided, however, that such calculation shall exclude: (i) any options issued or reserved for issuance under any stock option plan or scheme by whatever name called of the Company, (ii) any warrants issued by the Company, until such time as such warrants are converted into Equity Shares, and (iii) any partly paid securities (including the Promoter Partly Paid Shares) issued by the Company, until such time as such partly paid securities are fully paid up in accordance with the terms thereof.

"Authorisation" means any consent, registration, filing, notarization, certificate, license, approval, permit, authority, no-objections or exemption from, by or with any Governmental Authority, whether given by express action or deemed given by failure to act within any specified time period and all lenders', corporate, creditors' and shareholders' approvals or consents, including any of the aforementioned which may be required with respect to the Business.

"Basic Terms and Conditions of Employment" means those requirements on wage, working hours, labour contracts and occupational health & safety issues, stemming from ILO conventions 26 and 131 (on remuneration), 1 (on working hours) and 155 (on health & safety) and more particularly set forth in www.ilo.org.

"BHC Act" means the U.S. Bank Holding Company Act of 1956, as amended.

"Board" means the board of Directors of the Company.

"Business" means: (i) the business of the Company of financing (of providing the arrangement of finance) for and on vehicles, and immovable and moveable assets in the Republic of India, including providing loans against property, unsecured business loans, small ticket business loans and related ancillary services or businesses such as equipment finance, secured retail finance and housing finance, and includes undertaking any of the foregoing as channel partner or commercial associate to any Person; (ii) the business of insurance corporate agency undertaken by the Company; (iii) the business of IKFHFL of providing affordable housing finance loans and secured loans against property; and (iv) any other business undertaken by the Company and/or the Subsidiary from time to time, in accordance with the provisions of these Articles.

"Business Day" means a day on which scheduled commercial banks are open for normal banking business in Hyderabad, India.

"Business Plan" shall have the meaning ascribed to the term under Article 156.5(i).

"CAO" shall have the meaning ascribed to the term under Article 156.3(i)(K).

"Category A Activity" shall mean any activity of the Company which is likely to have significant adverse, irreversible social or environmental impacts that may extend beyond the boundaries of an actual project site or facility are sensitive, diverse, irreversible or unprecedented such as business activity that may include a) involuntary resettlement (including physical and economic displacement), b) risk of adverse impacts on indigenous peoples, c) significant risks to or impacts on the environment, community health and safety, biodiversity, cultural heritage, d) significant occupational health and safety risks, or e) environmental and/or social risks that may extend beyond the boundaries of an actual project site or facility.

"Category A Company" means a company that carries or intends to carry out a Category A Activity.

"CFC" shall have the meaning ascribed to the term under Article 156.3(i)(P)(1).

"Client Protection Laws" means any law, rule or regulation (including microfinance & branchless banking laws and regulations) concerning consumer protection matters, applicable in any jurisdiction in which the Company and/or any Subsidiary conducts business.

"Closing" shall have the meaning ascribed to the term under the 2025 SSA.

"Closing Date" shall have the meaning ascribed to the term under the 2025 SSA.

"Competitor" means:

- (i) a banking company, as the term is defined in Section 5 of the Banking Regulation Act, 1948;

- (ii) a ‘non-banking financial company’, as the term is defined in Section 45I(f) of the Reserve Bank of India, Act, 1934;
- (iii) a small finance bank; and
- (iv) any microfinance institution,

Provided that, a Financial Investor, irrespective of whether such Financial Investor owns and/or Controls an entity specified in (i) to (d) above, shall not be considered to be a Competitor.

"Control" (including, with its correlative meanings, the terms “Controlled by” or “under common Control with”) means, with respect to a Person, the possession, directly or indirectly, of: (i) the power to appoint a majority of the directors, partners or other individuals exercising similar authority with respect to such Person; or (ii) the power to direct (or cause the direction of) the management and/or policy decisions of such Person, whether by virtue of its voting securities, management rights, agreements or in any other manner; or (iii) more than 50% (fifty percent) of the voting rights / interest in such Person.

"Core Labor Standards" means those requirements on child and forced labour, discrimination and freedom of association and collective bargaining, stemming from the ILO Declaration on Fundamental Principles and Rights at Work, adopted in 1998 and covering: (i) freedom of association and the right to collective bargaining, (ii) the elimination of forced and compulsory labor, (iii) the abolition of child labor and (iv) the elimination of discrimination in the workplace, as more particularly set forth in www.ilo.org.

"CPP" shall have the meaning ascribed to the term under Article 156.1(ii)(D).

"Deed of Adherence" means a deed of adherence, executed in accordance with the principles set out in **Schedule 3** of the Shareholders’ Agreement.

"Default" shall have the meaning ascribed to the term under Article 163.1.

"Default Notice" shall have the meaning ascribed to the term under Article 163.2(ii).

"Defaulting Promoter(s)" shall have the meaning ascribed to the term under Article 163.2(i).

"Digital Transformation Committee" means the digital transformation committee of the Board to adopt the Digital Transformation Plan, consisting of: (i) any 1 (one) of the Key Promoters (who is a Promoter Director), (ii) 1 (one) independent director, and (iii) 1 (one) nominee of each Investor.

"Digital Transformation Plan" means the digital transformation action plan as contained in **Schedule 5** of the Shareholders’ Agreement, as may be amended from time to time by Digital Transformation Committee.

"Dilution Instruments" shall have the meaning ascribed to the term under Article 158.3(i).

"Dilutive Issuance" shall mean Dilutive Issuance 1 and/or Dilutive Issuance 2, as the case may be.

"Director" means a director of the Company and, for the avoidance of doubt, include the Alternate Director(s) of such directors (if applicable).

"Disability" means physical or mental incapacitation, illness and/or injury rendering operational incapability of a Key Promoter to perform his/her duties and obligations under the

relevant Promoter Employment Agreement for a period of 60 (sixty) consecutive calendar days, or otherwise for a total of 90 (ninety) calendar days during any period of 12 (twelve) months, in each case, as determined by a qualified and reputed medical practitioner appointed by the Board with the consent of the Investor Majority (with such consent not being unreasonably delayed or withheld) and supported by such medical documents and records.

"**Draft Business Plan**" shall have the meaning ascribed to the term under Article 156.5(ii).

"**Drag Along Notice**" shall have the meaning ascribed to the term under Article 162.5(i).

"**Drag Along Right**" shall have the meaning ascribed to the term under Article 162.5(i).

"**Drag Price**" shall have the meaning ascribed to the term under Article 162.5(ii)(C).

"**Drag Sale**" shall have the meaning ascribed to the term under Article 162.5(i).

"**Drag Purchaser**" shall have the meaning ascribed to the term under Article 162.5(i).

"**Dragged Along Securities**" shall have the meaning ascribed to the term under Article 162.5(i).

"**Dragging Investor**" shall have the meaning ascribed to the term in Article 162.5(i).

"**Dragged Shareholders**" shall have the meaning ascribed to the term in Article 162.5(i).

"**Economic Sanctions Law**" means all applicable Law relating to sanctions, including any economic or financial sanctions, administered by Office of Foreign Assets Control of the Department of the Treasury of the United States of America, the U.S. State Department, the United Nations, the European Union, the United Kingdom or any member state thereof, or any other national economic sanctions authority.

"**Effective Date**" shall have the meaning ascribed to the term in the Shareholders' Agreement.

"**Eligible Countries**" means any country in Africa, Asia and Latin America that is eligible for investment, as set forth in **Schedule 7** of the Shareholders' Agreement.

"**Employee Shareholders**" means such Persons who become Shareholders consequent to the vesting and exercise of employee stock options in accordance with the ESOP Plan subsequent to the date of execution of the Shareholders' Agreement; for the avoidance of doubt, it is hereby clarified that the term 'Employee Shareholder' shall, at all times, exclude the Promoter Family Members.

"**Encumbrance**" means any encumbrance including any security interest, claim (including adverse claim), mortgage, pledge, charge, hypothecation, deed of trust, lien, deposit by way of security, bill of sale, assignment option, right to set-off or right of pre-emption, attachment of Assets, beneficial ownership (including usufruct and similar entitlements), any provisional or executory attachment, or any other type of preferential arrangement, privilege or priority of any kind having the effect of security or other such obligations including any power of attorney or agreement on voting, proxy, right of first offer, right of first refusal, or tag-along right in favour of any person, any restriction on use, transfer or receipt of income, any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy, any conditional sale or other title retention agreement or any lease in the nature thereof and any other interest held by a third party or a contract to give or refrain from giving any of the foregoing, including any restriction imposed under any contract (other than these Articles) on the transferability of the Securities, or exercise of any other attribute of ownership, or other

encumbrance of any kind securing or conferring any priority of payment or any arrangement which has the effect of any of the foregoing, and “**Encumber**” shall be construed accordingly.

“**Entitlement Securities**” shall have the meaning ascribed to the term under Article 159.3(i).

“**ESG**” means environmental, social and governance.

“**ESG Action Plan**” means the action plan as contained in **Schedule 9** of the Shareholders’ Agreement.

“**ESG Incident**” shall have the meaning ascribed to the term under Article 156.3(i)(I).

“**ESG Requirements**” means all requirements, conditions, standards, protections, obligations or performance with respect to: (i) all environmental, social, labor and health and safety aspects of Applicable ESG Laws and any Authorisation issued thereunder; (ii) Basic Terms and Conditions of Employment; (iii) Core Labor Standards, (iv) the IFC Performance Standards; (v) the Exclusion List; (vi) the UN Guiding Principles on Business and Human Rights (as specified in <http://www.business-humanrights.org>), as may be amended and/or updated from time to time; and (vii) the provisions set out in Part A of **Schedule 9** of the Shareholders’ Agreement.

“**ESMS**” shall mean the environmental and social management system of the Company.

“**ESOP Plan**” shall have the meaning ascribed to the term under Article 160.1.

“**Ethics Hotline**” shall have the meaning ascribed to the term under Article 156.1(iii).

“**Equity Shares**” mean the equity shares of the Company, each having a face value of Rs. 10/- (Rupees Ten only).

“**Event of Default**” shall have the meaning ascribed to the term under Article 163.1(v).

“**Excluded Person**” means any Person, organization or vessel that:

- (i) has been convicted, indicted or subjected to any criminal sanction, by any court or governmental body of competent jurisdiction, for engaging in any Prohibited Practice;
- (ii) to the knowledge of the relevant Person, is known to directly or indirectly, have engaged in any Prohibited Practice;
- (iii) is, or is a part of, the government of a Sanctioned Territory;
- (iv) is located, organised or resident in, or operating from a Sanctioned Territory;
- (v) is included in any list (as updated from time to time) of sanctioned Persons, organizations and/or vessels, including:
 - (A) the list promulgated by the United Nations Security Council or its committees pursuant to Security Council Resolutions 1267 (1999), 1373 (2001) or related or successor resolutions in connection with money laundering or financing of terrorism matters (reference being made to www.un.org/terrorism);
 - (B) the list promulgated by the World Bank (including the World Bank Listing of Ineligible Firms & Individuals from time to time);

- (C) the list promulgated by persons, groups and entities to which the Council of the European Union Common Position 2001/931/CFSP on the application of specific measures to combat terrorism applies;
 - (D) the European Union consolidated list of persons, groups and entities subject to financial sanctions issued pursuant to the Common Foreign and Security Policy of the European Union;
 - (E) Specially Designated Nationals and Blocked Person lists or any other list of blocked persons maintained by OFAC;
 - (F) IDB Group List of Sanctioned Firms and Individuals; and
 - (G) list of grouped persons issued under the Economic Sanctions Law of any other country; and
- (vi) is owned or Controlled by, or acting on behalf of, any of the foregoing.

"Exclusion List" shall have the meaning ascribed to the term under Article 156.3(iii)(B).

"Exempted Issuance" means the issuance of Securities:

- (i) pursuant to a bonus issuance;
- (ii) pursuant to conversion of any compulsorily convertible instruments, in accordance with terms thereof;
- (iii) in connection with any stock split, consolidation, reclassification or other similar corporate action in respect of the issued and paid-up share capital of the Company;
- (iv) in order to give effect to the valuation protection as specified in Article 159.4 (*Anti-Dilution Protection*); and/or
- (v) pursuant to, and in accordance with, the provisions of ESOP Plan.

"Exit Date" means June 30, 2030;

"FCPA" means the U.S. Foreign Corrupt Practices Act, as amended from time to time;

"Financial Investor" means:

- (i) any Person engaged in the business of investing, buying and selling of securities; and/or
- (ii) any asset management companies, private equity/venture capital entities (incorporated as limited liability partnerships, trusts or companies), mutual funds, sovereign wealth funds, hedge funds, proprietary funds, financial institutions, foreign institutional investors or any Person who provides equity funding.

"Financial Year" means the period commencing on 1st of April of a year and ending on the 31st day of March of the following year.

"First Adjourned Board Meeting" shall have the meaning ascribed to the term under Article 155.2(iv)(B).

"First Adjourned General Meeting" shall have the meaning ascribed to the term under Article 155.2(vi)(B).

"Force Majeure Event" means the occurrence of an act of God, epidemic, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion, an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, industry-wide or state-wide strikes or industrial action.

"Fresh Offering" shall have the meaning ascribed to the term under Article 158.3(i).

"Fully Diluted Basis" means that the calculation is to be made assuming that all Securities (whether or not by their terms then currently convertible, exercisable or exchangeable and irrespective of any vesting condition) have been so converted, exercised or exchanged or issued, as the case may be, in accordance with the conversion terms as applicable on the date of determination, and any outstanding commitments to issue Securities at a future date, (whether or not due to the occurrence of an event or otherwise) have been given effect to.

"Government Official" means an officer, government official, employee or any person acting in an official capacity of a Governmental Authority (including any tax or customs official, any employee of a government owned or controlled company, or any person acting in an official capacity on behalf of a government, government owned or controlled company), any employee of a public international organization or any person acting in an official capacity on behalf of a public international organization, or to any arbitration tribunal, or to any political party or an employee of any political party, domestic or foreign (or official thereof) including (i) an officer or employee of a political party, or (ii) any individual who is a principal or senior manager of, or who has immediate family with, any of the entities set out in clause (i) above.

"Governmental Authority" means any government (foreign, domestic, multinational, federal, territorial, state, municipal or local), or any governmental, legislative, executive, administrative, fiscal, judicial, quasi-judicial or regulatory authority, government-owned or government-controlled (in whole or in part) enterprise, body, board, bureau, ministry, department, commission, court, tribunal, agency, instrumentality or other Person exercising legislative, executive, administrative, fiscal, judicial or regulatory functions (including planning authorities, mediators or arbitrators of competent jurisdiction), having jurisdiction over the matter in question, in any jurisdiction or political sub-division (as the case may be) and includes any such authority having jurisdiction over or responsibility with respect to, the administration, assessment, determination, collection or imposition of any Tax, the Securities and Exchange Board of India and the RBI.

"High Risk Activity" means any activity which is likely to have significant adverse environmental or social impacts that are sensitive, diverse or unprecedented.

"High Risk Client" means any Person that carries out, or intends to carry out, a High Risk Activity.

"IBEF" shall mean India Business Excellence Fund IV, a scheme of Business Excellence Trust IV, a trust set up under the Indian Trusts Act, 1882, registered with the Securities and Exchange Board of India as a Category II Alternative Investment Fund vide registration no. IN/AIF2/21-22/0897 dated 28 June 2021, whose trustee is Vistra ITCL (India) Limited, a company incorporated under the Companies Act, 1956, and having its registered office at 505, A-2, The Capital, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051.

"IDB Group List of Sanctioned Firms and Individuals" means the list of firms and individuals listed in, and accessible at: www.iadb.org/en/transparency/sanctioned-firms-and-individuals or any successor website or location.

"IFC Performance Standards" means the environmental and social policies, safeguards, standards and guidelines of the IFC that became effective in January 2012, as amended and in effect as of July 19, 2022 (excluding any amendments and modifications thereto after July 19, 2022).

"IFC" means the International Finance Corporation, an international organization established by Articles of Agreement among its member countries.

"IKFHFL" shall mean IKF Home Finance Limited, a public company incorporated in India under the provisions of the Companies Act, 1956, and having its registered office at # 40-1-144, Corporate Centre, M G Road, Vijayawada – 520 010, India.

"Identified Committee(s)" means the following committees of the Board: (i) audit committee; and (ii) risk management committee; and (iii) nomination and remuneration committee.

"Indira" shall mean Mrs. Vupputuri Indira Devi, an Indian citizen, currently residing at 59A-16-4/8, 3rd Riad, RTC Colony, Vijayawada – 520 008, India.

"Investor Securities" means, collectively: (i) the 2025 Subscription Shares, (ii) 2025 SPA Securities, (iii) such number of Equity Shares held by Accion; and (iv) such number of Equity Shares held by TIAA, (v) any Securities that are acquired by the Investors and/or their respective Affiliates from time to time in accordance with these Articles, including Securities which are issued to the Investors upon any stock split, consolidation, bonus issuance, or the issuance of fresh securities (against the respective Investor Securities) pursuant to a merger, amalgamation and reorganisation of the Company.

"IPO Committee" shall have the meaning ascribed to the term under Article 162.2(ii).

"Independent Director(s)" shall have the meaning ascribed to the term under Article 155.1(i)(F).

"Independent Third Party" shall have the meaning ascribed to the term under Article 163.2(ii).

"Insolvency Event" means any of the following corporate actions, legal proceedings or other procedures or steps, in respect of the Company and/or any Subsidiary (as applicable):

- (i) liquidation, winding-up, dissolution, administration or bankruptcy of the Company and/or any Subsidiary, including by way of voluntary arrangement, scheme of arrangement, members' or creditors' voluntary winding-up process, or any other similar arrangement;
- (ii) an application for commencement of insolvency is initiated / filed by any operational creditor for an amount exceeding Rs. 5,00,00,000/- (Rupees Five Crores only) against the Company and/or any Subsidiary, and such application is not vacated, stayed, settled or withdrawn within a period of 120 (one hundred and twenty) days from the date of application being filed;
- (iii) appointment of a provisional / official liquidator, receiver, or other similar officer for the Company and/or any Subsidiary;
- (iv) a composition, assignment or arrangement with any creditors of the Company and/or any Subsidiary (except in the Ordinary Course of Business of the Company and/or such Subsidiary, as applicable);

- (v) issuance of any notice by any one or more lender of the Company and/or any Subsidiary recalling / accelerating the repayment of not less than 7% (Seven Percent) of the loan amount availed by the Company and/or 7% (Seven Percent) of the loan amount availed by the Subsidiary, in each case, from its lenders at the time of issuance of such notice due to any payment default; and/or
- (vi) enforcement of any security over any assets of the Company and/or any Subsidiary, which has not been stayed or withdrawn within a period of 90 (ninety) days of any notice being issued for such enforcement.

"Integrity Requirements" means the integrity-related obligations (including obligations related to AML/CFT, "know-your-customer" and fraud, corruption and Sanctionable Practices) of the Company and/or Subsidiaries under: (i) applicable law and relevant codes of conduct and similar requirements, rules and codes of conduct issued by industry self-regulatory organizations and similar trade associations; (ii) Article 156.1 and Article 156.3 below; and (iii) **Schedule 4** of the Shareholders' Agreement.

"Investor Majority" means, subject to Article 158.6 below: (i) any 3 (three) Qualified Investors, in the event 4 (four) Investors qualify as Qualified Investors; (ii) any 2 (two) Qualified Investors, in the event only 3 (three) Investors qualify as Qualified Investors; and (iii) any Qualified Investor, in the event only 2 (two) Investors qualify as Qualified Investors, as the case may be.

"Investors" shall mean a collective reference to IBEF, MOWL, NVP, Accion and TIAA.

"Intended Purchaser" shall have the meaning ascribed to the term under Article 158.4(ix)(A).

"Intended Purchaser Transfer Period" shall have the meaning ascribed to the term under Article 158.4(ix)(B).

"Investor Directors" means, collectively, the IBEF Director, the Accion Director, the TIAA Director and the NVP Director.

"IPO" means the public offering of Equity Shares by the Company made in accordance with these Articles, pursuant to which Equity Shares are listed on a Stock Exchange.

"IBEF Director" shall have the meaning ascribed to the term under Article 155.1(i)(A).

"IBEF and MOWL LP Amount" shall have the meaning ascribed to the term under **Schedule 10** of the Shareholders' Agreement. It is clarified that the IBEF and MOWL LP Amount shall be apportioned between IBEF and MOWL in the proportion of their inter-se shareholding.

"IBEF and MOWL LP Shares" shall have the meaning ascribed to the term under **Schedule 10** of the Shareholders' Agreement. It is clarified that the IBEF and MOWL LP Shares shall be apportioned between IBEF and MOWL in the proportion of their inter-se shareholding.

"Issuance Notice" shall have the meaning ascribed to the term under Article 158.3(ii).

"Issuance Price" shall have the meaning ascribed to the term under Article 158.3(ii)(A).

"Joint Offer" shall have the meaning ascribed to the term under Article 158.4(iv).

"Key Management Person" shall have the meaning assigned to such term in the Shareholders' Agreement.

"Key Promoters" means collectively Prasad, Vasumathi and Vasantha.

"Key Rights" shall mean:

- (i) rights and benefits available to an Investor under Article 155.1(i) to (vi) (*Constitution of the Board*);
- (ii) rights and benefits available to an Investor under Article 155.3 (*Board Meetings*); and
- (iii) Investor Consent Right under Article 167.2(i).

"Key Shareholder Majority" shall, subject to Article 158.6(vi), mean:

- (i) NVP, subject to NVP being a Qualified Investor at the relevant time;
- (ii) IBEF, subject to IBEF and MOWL, collectively, meeting the Qualified Investor Threshold at the relevant time; and
- (iii) the Promoter Representative.

"Law" means and includes any statute, law, bye-law, enactment, regulation, ordinance, policy, treaty, rule, notification, direction, directive, guideline, requirement, license, rule of common law, order, decree, judgment, or any restriction or condition including any similar form of decision of, or determination, application or execution by, or interpretation or pronouncement having the force of law of, any Governmental Authority having jurisdiction over the matter in question.

"Liquidation Entitlement" shall have the meaning ascribed to the term under Article 166.2.

"Liquidation Event" means any of the following:

- (i) sale, alienation, assignment, transfer of interest or otherwise disposal (in any manner, whether or not voluntarily, and whether directly or indirectly) of all, or substantially all, of the Assets and/or Business of the Company (including pursuant to a Trade Sale);
- (ii) merger, demerger, acquisition or consolidation of the Company, by or into another corporation, entity or Person, or any other similar transaction (or series of similar transactions), pursuant to which, the Shareholders as of immediately prior to such transaction(s) shall not: (i) retain a majority of the voting power of the Company or the surviving entity (as the case may be), and/or (ii) Control the board of Directors of the Company or the surviving entity (as the case may be), including pursuant to a Trade Sale;
- (iii) Transfer of Shares (including pursuant to a Third Party Sale, Trade Sale or Drag Sale) or any other similar transaction (or a series of similar transactions) pursuant to which, the Shareholders as of immediately prior to such transaction(s) shall not: (i) retain a majority of the voting power of the Company, and/or (ii) Control the board of Directors of the Company;
- (iv) a liquidation, dissolution or winding up (whether voluntary or involuntary) of the Company; or
- (v) a combination of one or more of the aforementioned actions.

It is clarified that a primary investment into the Company (towards subscription to Securities, for cash consideration, in accordance with the provisions of these Articles) will not, in itself, constitute a Liquidation Event.

“**Liquidation Proceeds**” shall have the meaning ascribed to the term under Article 166.1.

“**Lower Price**” shall have the meaning ascribed to the term under Article 158.4(iv).

“**LP Shareholder**” shall have the meaning ascribed to the term under Article 166.2.

“**LP Shares**” shall have the meaning ascribed to the term in the Shareholders’ Agreement.

“**Material Adverse Change**” means any event, occurrence, fact, condition, change, development or effect that, individually or in the aggregate, has caused or is likely to cause a material adverse change in:

- (i) the Assets, Business, properties, liabilities, financial condition, results, operations or prospects of the Company and/or any Subsidiary;
- (ii) the ability of the Company and/or any Subsidiary and/or any Promoter to: (a) perform their respective obligations; or (b) consummate the transactions contemplated, in each case, under the Transaction Documents; and/or
- (iii) validity and enforceability of the Transaction Documents or the rights or remedies of the Investors therein or the transactions contemplated therein.

“**Material Violation**” means: (i) any violation or contravention of applicable Law, as determined by a high court (or an equivalent regulatory, quasi-judicial or judicial authority) or any superior regulatory, quasi-judicial or judicial authority which may result in a monetary penalty on the Company or a Subsidiary in excess of INR 25,00,00,000 (Indian Rupees Twenty Five Crores only) (or such higher amount as may be agreed in writing between the Company, Key Promoters and the Investors) in case of violation of applicable any Law in relation to Taxes, or a monetary penalty on the Company or a Subsidiary in excess of INR 10,00,00,000 (Indian Rupees Ten Crores only) in any other case; (ii) any violation or contravention of applicable Law which may result in the cancellation, suspension and/or revocation of Company’s certificate of registration obtained from the RBI dated May 12, 2014 as a systemically important non-deposit accepting and holding non-banking financial company, and/or the Subsidiary’s certificate of registration obtained from the NHB dated May 16, 2018 as non-deposit accepting and holding housing finance company and/or any other similar (systemically material to the business) regulatory registration or license obtained by the Company and/or the Subsidiary from time to time; and/or (iii) any violation or contravention of applicable Law which may result in any suspension of business operations of the Company and/or Subsidiary by the RBI or equivalent Governmental Authority.

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

“**MIS**” shall have the meaning ascribed to the term under Article 157.2(iv).

“**MOWL**” shall mean Motilal Oswal Wealth Limited, a company incorporated under the laws of India, having its registered office at Motilal Oswal Tower, 6th Floor, Junction of Gokhale Sayani Road, Opposite Parel ST Depot, Prabhadevi, Mumbai - 400025.

“**MSME**” means micro, small and medium enterprises.

"**NHB**" means the National Housing Board.

"**Non-LP Shares**" means all Shares, other than the LP Shares.

"**NVP**" shall mean Norwest Capital, LLC, a limited liability company incorporated under the laws of the state of Delaware and having its office at 1300, El Camino Real, Suite 200 Menlo Park, California – 94025, United States of America.

"**NVP Director**" shall have the meaning ascribed to the term under Article 155.1(i)(D).

"**NVP LP Amount**" shall have the meaning ascribed to the term under **Schedule 10** of the Shareholders' Agreement.

"**NVP LP Shares**" shall have the meaning ascribed to the term under **Schedule 10** of the Shareholders' Agreement.

"**NVP Permitted Transfer**" shall mean a Transfer of Securities by NVP and/or its Affiliates: (i) in connection with a widespread public distribution of the Shares; or (ii) in which the transferee (together with its Affiliates and other transferees acting in concert with it) would receive less than 2% (Two per cent) of any class of the Company's voting shares on an as-if-converted basis; or (iii) to a transferee (together with its Affiliates and other transferees acting in concert with it) that would own or control more than 50% of any class of voting shares of the Company without any transfer from NVP and / or its Affiliates, in each case, subject to the restrictions applicable on Transfers by NVP under Article 158 of these Articles.

"**NVP Permitted Transferee**" shall mean any transferee of Securities pursuant to a NVP Permitted Transfer.

"**NVP Restricted Transferee**" shall mean a Person (other than a NVP Permitted Transferee), to whom NVP (and / or its Affiliates) Transfers Securities and any Person to whom such NVP Restricted Transferee further Transfers Securities (and so on).

"**NVP Voting Restriction**" shall have the meaning ascribed to it under Article 155.4(iv).

"**OFAC**" means the U.S. Office of Foreign Assets Control, Department of the Treasury.

"**Offeree(s)**" shall have the meaning ascribed to the term under Article 158.4(iv)(A).

"**Offer Period**" means a period of (i) 15 (fifteen) days after receipt of ROFO Seller Transfer Notice, in case of Transfer of Promoter Family Member Liquidity Shares; and (ii) in cases other than for the preceding sub-clause (i), 45 (forty-five) days after receipt of the ROFO Seller Transfer Notice.

"**Ordinary Course of Business**" means an action, event or circumstance that is taken in the course of the normal day-to-day operations of the Company or any Subsidiary (as contextually applicable), and is: (i) consistent with past custom and practice and existing policies, to the extent permitted under applicable Law, and (ii) similar in nature and magnitude to actions customarily taken, without any separate or special authorization, in the course of the normal day-to-day operations of the Company or such Subsidiary; *provided that* a series of related transactions which, if taken together, is not in the Ordinary Course of Business shall, in each case, individually also be deemed not to be in the Ordinary Course of Business.

"**Other Shareholders**" means the Persons listed out in **Schedule 8** of the Shareholders' Agreement.

“Per Share LP Amount” means:

- (i) in the case of IBEF and MOWL LP Shares, the Subscription Share Price;
- (ii) in the case of NVP LP Shares, the Subscription Share Price;
- (iii) in all other cases (other than IBEF and MOWL LP Shares and NVP LP Shares), the Respective LP Amount (in INR) on a per Share basis, with respect to each Relevant LP Share (other than IBEF and MOWL LP Shares and NVP LP Shares), computed as follows:

A divided by B

Where:

A = the Respective LP Amount (in aggregate), in relation to such Relevant LP Share; and

B = the total number of such Relevant LP Shares, as on the relevant date of determination.

For the avoidance of doubt, the Per Share LP Amount with respect to each Relevant LP Share, as on the Closing Date, shall be as set out in the definition of Per Share LP Amount in the Shareholders’ Agreement.

“Performance Standards” shall mean IFC's Performance Standards on Social & Environmental Sustainability, dated January 1, 2012. The Performance Standards are publicly available on the IFC website.

"Person(s)" means and includes any natural person, limited or unlimited liability company, corporation (including any non-profit corporation), partnership (whether registered, unregistered, general, limited or unlimited), limited liability partnership, sole proprietorship, trust, firm, joint venture, joint stock company, Hindu undivided family, whether or not required to be incorporated or registered under applicable Law thereof or any other entity that may be treated as a person under applicable Law.

"PMLA" shall have the meaning ascribed to the term under Article 156.3(i)(O).

“Prasad” shall mean Mr. Vupputuri Gopala Kishan Prasad, an Indian citizen, currently residing at 59A-16-4/8, 3rd Riad, RTC Colony, Vijayawada – 520 008, India.

"Pre-Emptive Notice" shall have the meaning ascribed to the term under Article 158.3(iii).

"Pre-Emptive Right Holders" shall have the meaning ascribed to the term under Article 10.3(a).

"Pre-Emptive Right" shall have the meaning ascribed to the term under Article 158.3(i).

"Prohibited Practice" means any of the following: (i) Corrupt Practice; (ii) Fraudulent Practice; (iii) Collusive Practice; (iv) Coercive Practice; (v) misappropriation in the use of Investors' and/or any of their respective Affiliates' financing or resources for an improper or unauthorized purpose, committed either intentionally or through reckless disregard; (vi) Money Laundering Activities, Terrorist Financing, Sanctionable Practice or Obstructive Practice, as mentioned and more particularly defined in **Schedule 4** of the Shareholders’ Agreement.

"Promoter Director(s)" shall have the meaning ascribed to the term under Article 155.1(i)(E).

"Promoter Employment Articles" shall have the meaning assigned to such term in the 2025 SSA.

"Promoter Family Member(s)" shall have the meaning ascribed to the term under Article 158.1(i).

"Promoter Family Member Liquidity Shares" shall have the meaning ascribed to the term under Article 158.3(ii)(A).

"Promoter Group" shall mean a collective reference to Prasad, Indira, Vasumathi and Vasantha.

"Promoter Partly Paid Shares" shall have the meaning ascribed to the term under **Schedule 10** of the Shareholders' Agreement.

"Promoter Partly Paid Shares Second Instalment" or **"Second Instalment"** shall have the meaning ascribed to such terms under **Schedule 10** of the Shareholders' Agreement.

"Promoter Representative" shall have the meaning ascribed to the term under Article 167.1.

"Qualified Investors" shall, subject to Article 158.6(vi), mean:

- (i) each of the Investors (subject to Article 167.3, if applicable);
- (ii) each Existing Investor Transferee, subject to Article 158.6(iii);
- (iii) each IBEF and MOWL Transferee, subject to Article 158.6(iv); and
- (iv) each NVP Transferee, subject to Article 158.6(v),

in each case, holding such percentage of the Share Capital which is equal to or more than the Qualified Investor Threshold (as applicable).

"Qualified Investor Threshold" shall mean:

- (i) in the case of Accion, at least 4% of the Share Capital (on an As If Converted Basis);
- (ii) in the case of TIAA, at least 5.85% of the Share Capital (on an As If Converted Basis);
- (iii) in the case of IBEF and MOWL, subject to Article 167.3, at least 6% of the Share Capital (on an As If Converted Basis);
- (iv) in the case of NVP, at least 6% of the Share Capital (on an As If Converted Basis);
- (v) in the case of an Existing Investor Transferee, at least 6% of the Share Capital (on an As If Converted Basis);
- (vi) in the case of an IBEF and MOWL Transferee, at least 6% of the Share Capital (on an As If Converted Basis); and/or
- (vii) in the case of an NVP Transferee, at least 6% of the Share Capital (on an As If Converted Basis),

as the case may be.

"**QIPO Valuation**" shall have the meaning ascribed to such term in the Shareholders' Agreement.

"**QIPO**" shall have the meaning ascribed to such term in the Shareholders' Agreement.

"**Raghu**" shall mean Mr. Raghu Ram, an Indian citizen, currently residing at 59A-16-4/8, 3rd Riad, RTC Colony, Vijayawada – 520 008, India.

"**RBI**" means the Reserve Bank of India.

"**Related Party**" shall have the meaning assigned to the term in the Act.

"**Relative**" shall have the meaning assigned to the term in the Act.

"**Relevant LP Shares**" means Accion LP Shares, TIAA LP Shares, OS Category A LP Shares, OS Category B LP Shares, NVP LP Shares and/or IBEF and MOWL LP Shares, as the case may be.

"**Respective LP Amount**" shall have the meaning ascribed to such term in the Shareholders' Agreement.

"**Restricted Pledgee**" shall have the meaning ascribed to such term in the Shareholders' Agreement.

"**Representatives**" in relation to any Person, means such Person's directors, managers, partners, officers, employees and professional advisors (including consultants, financial advisors, investment advisors, legal counsels and accountants), and any "representative" of the foregoing.

"**Requisite Consent**" means the prior consent of the Investor Majority and/or the Key Shareholder Majority, as required in accordance with Article 155.5 (*Reserved Matters*).

"**Reserved Matter Items**" shall have the meaning ascribed to the term under Article 155.5(i).

"**Right of First Offer**" shall have the meaning ascribed to the term under Article 158.4(i).

"**ROFO Acceptance Notice**" shall have the meaning ascribed to the term under Article 158.4(v).

"**ROFO Acceptance Period**" shall have the meaning ascribed to the term under Article 158.4(v).

"**ROFO Payment Period**" shall have the meaning ascribed to the term under Article 158.4(vii).

"**ROFO Holder Exercise Notice**" shall have the meaning ascribed to the term under Article 158.4(iii).

"**ROFO Price**" shall have the meaning ascribed to the term under Article 158.4(iii).

"**ROFO Right Holder**" means: (i) in the event the ROFO Seller is a Promoter Family Member, each of the Investors (and their respective Affiliates), and (ii) in the event the ROFO Seller is an Employee Shareholder, each of the Investors (and their respective Affiliates) and the Promoters.

"**ROFO Securities**" shall have the meaning ascribed to the term under Article 158.4(i).

"**ROFO Seller**" shall have the meaning ascribed to the term under Article 158.4(i).

"**ROFO Seller Transfer Notice**" shall have the meaning ascribed to the term under Article 158.4(ii).

"**Sanctioned Territory**" means a country or territory that is the subject of comprehensive territorial sanctions (including the Crimea, so-called Donetsk People's Republic, so-called Luhansk People's Republic, Kherson, and Zaporizhzhia regions of Ukraine, Cuba, Iran, North Korea, and Syria), as may be updated from time to time by the relevant sanctions authority.

"**SEBI**" means the Securities and Exchange Board of India.

"**Second Adjourned Board Meeting**" shall have the meaning ascribed to the term under Article 155.3(iv)(B).

"**Second Adjourned General Meeting**" shall have the meaning ascribed to the term under Article 155.3(vi)(B).

"**Securities**" means (i) the Shares, and (ii) any instruments convertible into, or exercisable or exchangeable for, Shares, including warrants, options (whether or not exercised, unexercised, allocated, unallocated, vested, and unvested), depositary receipts, convertible notes, *etc.* or (iii) any other instruments which carry a right to subscribe to or purchase any of the foregoing, or (iv) any instruments which represent or bestow any beneficial ownership / interest in any of the foregoing; provided, however, that the term 'Securities' shall not, in any manner, include any and all options to convert outstanding commitments attached to indebtedness availed by the Company and/or any Subsidiary into Securities.

"**Share Capital**" means issued, subscribed and paid-up share capital of the Company, calculated on a Fully Diluted Basis or As If Converted Basis, as the context may require.

"**Shareholder**" means any Person who holds any Shares.

"**Shareholders' Agreement**" shall mean the amended and restated shareholders' agreement dated February 28, 2025 entered into by and amongst the Company, Raghu, Promoter Group, IKFHFL and the Investors.

"**Shares**" means Equity Shares and the preference shares, as and when issued and allotted by the Company.

"**Stock Exchange**" means the Bombay Stock Exchange Limited, the National Stock Exchange of India Limited (including, in each case, any successor thereto) and/or any other recognised stock exchange, as identified by the Company and approved by the Investor Majority or Key Shareholder Majority.

"**Subsidiary**" means each subsidiary (as defined under the Act) of the Company and shall, for the avoidance of doubt, include IKFHFL.

"**Subscription Share Price**" shall have the meaning ascribed to the term under **Schedule 10** of the Shareholders' Agreement.

"**Tag Along Acceptance Notice**" shall have the meaning ascribed to the term under Article 158.5(ii).

"**Tag Along Acceptance Period**" shall have the meaning ascribed to the term under Article 158.5(ii).

"**Tag Along Right**" shall have the meaning ascribed to the term under Article 158.5(ii).

"**Tag Along Securities**" shall have the meaning ascribed to the term under Article 158.5(ii).

"**Tag Along Terms**" shall have the meaning ascribed to the term under Article 158.5(i)(B).

"**Tag Along Transfer Period**" shall have the meaning ascribed to the term under Article 158.5(v).

"**Tag Along Transferee**" shall have the meaning ascribed to the term under Article 158.5(i).

"**Tag Offer Notice**" shall have the meaning ascribed to the term under Article 158.5(i).

"**Tag Offer Price**" shall have the meaning ascribed to the term under Article 158.5(i)(B).

"**Tag Offered Securities**" shall have the meaning ascribed to the term under Article 158.5(i)(A).

"**Tag Right Holder**" shall have the meaning ascribed to the term under Article 158.5(i).

"**Tagging Investor**" shall have the meaning ascribed to the term under Article 162.5(v).

"**Tax(es)**" shall mean all taxes, duties including stamp duty, charges, fees, levies, cess or other similar assessments, including in relation to (i) income, services, gross receipts, ad valorem, premium, assets, professional, entry, capital gains, municipal, interest, expenditure, imports, wealth, gift, sales, use, goods and services, transfer, licensing, withholding, employment, payroll, imposed by any Governmental Authority in any jurisdiction to which such Person may be subject; and (ii) any interest, fines, penalties, assessments, surcharges, levies or additions to tax resulting from, attributable to, or incurred in connection with any such tax or any contest or dispute thereof.

"**Third Party**" means any Person who is not a Party.

"**Third Party Sale**" shall have the meaning ascribed to the term under Article 162.3(i).

"**Third Party Sale Offer**" shall have the meaning ascribed to the term under Article 162.3(iii).

"**Third Party Sale Offer Price**" shall have the meaning ascribed to the term under Article 162.3(iii)(E).

"**Third Party Sale Terms**" shall have the meaning ascribed to the term under Article 162.3(iii)(H) of these Articles.

"**Third Party Sale Transferee**" shall have the meaning ascribed to the term under Article 162.3(i) of these Articles.

"**TIAA**" shall mean Teachers Insurance and Annuity Association of America, a financial services company formed under the laws of the United States of America, having office at 730 Third Ave., New York, NY 10017, United States of America.

"**TIAA Director**" shall have the meaning ascribed to the term under Article 155.1(i)(C).

"**TIAA SSA**" means the share subscription agreement dated August 17, 2023 executed between the Promoter Group, the Company, IKFHFL and TIAA.

"**TIAA Securities**" means such number of Equity Shares subscribed to by TIAA in the Company pursuant to the TIAA SSA, appropriately adjusted on a proportionate basis for stock / share splits and consolidations, and other similar occurrences.

"Transaction Documents" means a collective reference to the Shareholders' Agreement, the 2025 SSA, the 2025 SPAs, the restated articles of association of the Company, Promoter Employment Agreements, any other documents designated as a 'Transaction Document' amongst the parties thereto, and all other deeds and documents executed by the Parties to give effect to the transactions contemplated under the aforementioned documents.

"Transfer" means to, directly or indirectly, sell, gift, exchange, swap, give, donate, assign, transfer, transfer any interest in trust, alienate, transfer pursuant to a scheme of arrangement or reorganization, Encumber, amalgamate, merge or suffer to exist (whether by operation of Law or otherwise) any Encumbrance on, or otherwise dispose of in any manner whatsoever, voluntarily or involuntarily, but shall not include transfers by way of testamentary or intestate successions, and the term **"Transferred"** shall have a meaning correlative to the foregoing. The term **"Transfer"**, when used as a noun, shall have a correlative meaning.

"Vasantha" shall mean Mrs. Devineni Vasantha Lakshmi, an Indian citizen, currently residing at 59A-16-4/8, 3rd Riad, RTC Colony, Vijayawada – 520 008, India.

"Vasumathi" shall mean Mrs. Koganti Vasumathi Devi, an Indian citizen, currently residing at 59A-16-4/8, 3rd Riad, RTC Colony, Vijayawada – 520 008, India.

152.2 Interpretation

- (i) All references in these Articles to statutory provisions shall be construed as meaning and including references to:
 - (A) any statutory modification, consolidation or re-enactment (in each case, either before or after the Effective Date) for the time being in force;
 - (B) all delegated legislation made pursuant to a statutory provision; and
 - (C) any statutory provisions of which these statutory provisions are a consolidation, re- enactment or modification.
- (ii) References to "Articles", and "Annexures", shall be to the articles, and annexures, of these Articles, respectively.
- (iii) The Annexures form part of these Articles, and shall have the same force and effect as if expressly set out in the body of these Articles, and any reference to these Articles shall include any Annexures to it; provided that, in the event of a conflict between the terms of any Annexure and the terms of the body of these Articles, the terms of the body of these Articles shall take precedence.
- (iv) All titles, subject headings, table of contents and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of these Articles.
- (v) The terms "hereof", "hereto", "herein", "hereby" and derivative or similar words refer to these entire Articles or specified Articles of these Articles, as the context may require.
- (vi) References to the singular number shall include references to the plural number and vice versa.
- (vii) Words denoting one gender shall include all genders.

- (viii) Any reference to any agreement or document shall include references to any such agreement or document as it may, after the Effective Date, from time to time, be amended, varied, supplemented or novated in writing in accordance with the requirements of such agreement or document.
- (ix) A reference to conduct includes an omission, statement or undertaking whether or not in writing.
- (x) Each of the representations and warranties provided in these Articles is independent of other representations and warranties and unless the contrary is expressly stated, no Article in these Articles limits the extent or application of another Article.
- (xi) Reference to the word "include" or "including" shall be construed without limitation.
- (xii) If any word or phrase is defined, its other grammatical forms or conjugations shall have a corresponding meaning.
- (xiii) A reference to writing includes any means of reproducing words in a tangible and permanently visible form.
- (xiv) Reference to a "day" (except Business Day), "month" or a "year" shall be to a calendar day, calendar month or calendar year, respectively.
- (xv) Reference to "consent" or "approval" shall mean prior written consent / approval.
- (xvi) Any reference to consent or mutual agreement shall mean any consent or mutual agreement, as the case may be, in writing by the Parties concerned.
- (xvii) Where any obligation is imposed on the Key Promoters under the Transaction Documents (irrespective of whether or not such obligation on the Key Promoters is independent to or in conjunction with the same obligation being placed on the Company), the Key Promoters will have a corresponding obligation to cause themselves and all other Key Promoters to exercise all their powers (including voting powers) and take all necessary steps and do or cause to be done all acts, deeds and things, commissions or omissions as required to ensure compliance of such obligation of the Key Promoters;
- (xviii) Where any obligation is imposed on the Promoter Group under the Transaction Documents (irrespective of whether or not such obligation on the Promoter Group is independent to or in conjunction with the same obligation being placed on the Company), each Promoter will have a corresponding obligation to cause other members of the Promoter Group to exercise all their powers (including voting powers) and take all necessary steps and do or cause to be done all acts, deeds and things, commissions or omissions as required to ensure compliance of such obligation of the Promoter Group;
- (xix) Any obligation, covenant, warranty, representation or undertaking hereto that is expressed to be made, undertaken or given by the Key Promoters will be deemed to be jointly and severally undertaken and given by each of Key Promoter. For the purposes of the Transaction Documents, the Key Promoters shall be considered as a single bloc of Shareholders and shall at all times act jointly;
- (xx) Any obligation, covenant, warranty, representation or undertaking hereto that is expressed to be made, undertaken or given by the Promoter Group will be deemed to be jointly and severally undertaken and given by each of member of the Promoter

Group. For the purposes of the Transaction Documents, the Promoter Group shall be considered as a single bloc of Shareholders and shall at all times act jointly;

- (xxi) Where any obligation is imposed on the Company and/or any Subsidiary under the Transaction Documents, each of Raghu and Indira will exercise all their respective powers as Shareholders to ensure compliance of all obligations of the Company and the Subsidiaries under the Transaction Documents;
- (xxii) Unless expressly provided otherwise, any rights and obligations of the Investors shall be considered several and not joint;
- (xxiii) For any determination or computation of shareholding of any Party in the Company for the purpose of testing whether they satisfy any shareholding threshold set out in the Shareholders' Agreement or these Articles, the aggregate shareholding of such Person along with its Affiliates shall be taken into consideration;
- (xxiv) If any provision in Article 152 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of these Articles;
- (xxv) Where any obligation is imposed on the Company and/or any Subsidiary of the Company under the Transaction Documents, it will be deemed that the Key Promoters shall have a corresponding obligation to exercise all their powers as Shareholders, Director and/or employees of the Company and/or the Subsidiary, as the case may be, to ensure compliance of all obligations of the Company and its Subsidiaries under the Transaction Documents.

153. ORGANIZATIONAL DOCUMENTS

153.1 Any business relationship or agreements to be entered into between the Company, any Subsidiary, and/or any of their respective Affiliates (including with Related Parties of the Promoter Group) for the purpose of carrying on the Business shall be entered into in good faith, on an arm's length basis and on prevailing market rates and shall require the prior approval of the Board and the Shareholders (if, and to the extent, required under Law) and such approval(s) as required pursuant to these Articles.

153.2 To the extent these Articles are in conflict with or are inconsistent with the terms and conditions of the Shareholders' Agreement, the provisions of the Shareholders' Agreement shall prevail, and the parties to the Shareholders' Agreement shall take such steps as may be reasonably necessary to alter these Articles as soon as is practicable so as to eliminate such conflict or inconsistency. It is clarified that till such time as such conflict or inconsistency in the Articles have not been resolved, the Company and the Subsidiaries shall not act on such conflicting or inconsistent provisions.

153.3 The Shareholders' Agreement which is a binding agreement between the parties thereto, with its provisions being also applicable to their transferees and successors in interest. Salient terms of the Shareholders' Agreement are incorporated in these Articles, and the Shareholders are hereby notified of their covenants. The Shareholders shall abide by such covenants, and undertake not to aid or abet any violation of these Articles or the Shareholders' Agreement.

154. SHARE CAPITAL

154.1 Rights of Equity Shares. Except as stated in these Articles, and subject to such terms as may be mutually agreed between the parties to the Shareholders' Agreement, all Equity Shares,

whether issued prior to or after the date hereof, shall have equal voting, dividend and other rights and shall rank *pari passu* with each other. Each Equity Share shall carry 1 (one) vote.

154.2 Variation of Shareholder Rights. Neither the Company nor any Shareholder shall take any action, directly or indirectly, that adversely impacts or changes any of the rights, powers, preferences or privileges in respect of the Investor Securities.

154.3 Restriction on threshold of Shareholding: Notwithstanding anything contained in these Articles (including other non-obstante Articles), each of the Shareholders' respective shareholding (aggregated with respective Affiliates) in the Share Capital (on a Fully Diluted Basis) shall at no time exceed 25% (twenty five percent) of the Share Capital (on a Fully Diluted Basis), whether as a result of exercising the Right of First Offer in accordance with Article 158.4 (*Right of First Offer*), or through subscription of Shares, or by way of an inter se transfer, provided nothing in this Article 154.3 shall apply to shareholding of the Promoter Family Members in the Share Capital (on a Fully Diluted Basis).

154.4 Call on Promoter Partly Paid Shares.

- (i) At least 15 (fifteen) days prior to the earlier of: (i) 3 (months) prior to the filing of the draft red herring prospectus by the Company in relation to an IPO, or (ii) the expiry of 18 (eighteen) months from the Closing Date ("**Partly Paid Shares Long Stop Date**"), the Company shall, and the Promoters shall ensure that the Company shall, issue a notice to Prasad ("**Partly Paid Shares Call Notice**"), making a call for payment of the Promoter Partly Paid Shares Second Instalment. Upon receipt of the Partly Paid Shares Call Notice, Prasad shall remit the Promoter Partly Paid Shares Second Instalment to the Company Designated Bank Account (*as defined in the 2025 SSA*) within 15 days from the issuance of the Partly Paid Shares Call Notice ("**Call Payment Period**").
- (ii) Notwithstanding anything to the contrary set forth in sub-Article (a) above, Prasad shall, at any time prior to the Partly Paid Shares Long Stop Date, have the right to request the Company to issue the Partly Paid Shares Call Notice. Upon receipt of such request, the Company shall, as soon as reasonably practicable and, in any case, prior to the Partly Paid Shares Long Stop Date, issue the Partly Paid Shares Call Notice to Prasad, making a call for payment of the Second Instalment. Upon receipt of the Partly Paid Shares Call Notice, Prasad shall remit the Second Instalment to the Company Designated Bank Account prior to the expiry of the Call Payment Period.
- (iii) In the event that Prasad fails to make payment in accordance with sub-Article (a) or (b) above (as applicable), the Company shall, immediately, forfeit Promoter Partly Paid Shares which are not fully paid as on the date of expiry of the Call Payment Period (without any further act or deed required by any Party), in accordance with the Articles and applicable Law.

155. CORPORATE GOVERNANCE

155.1 Constitution of the Board

- (i) Board Composition.

The Board shall, subject to Article 155.1(i) and Article 165 (*Fall Away of Rights*) below, at all times comprise a maximum of 12 (twelve) Directors, of whom:

- (A) *IBEF Director*: IBEF shall have a right to appoint and maintain in office 1 (one) Director ("**IBEF Director**");

- (B) *Accion Director*: Accion shall have the right to appoint and maintain in office 1 (one) Director ("**Accion Director**");
- (C) *TIAA Director*: TIAA, shall, on and from the date TIAA (together with its Affiliates) holds 9% (Nine Percent) or more of the Share Capital (on a Fully Diluted Basis), have the right to appoint and maintain in office 1 (one) Director ("**TIAA Director**");
- (D) *NVP Director*: NVP shall have a right to nominate 1 (one) Director to the Board ("**NVP Director**");
- (E) *Promoter Directors*: The Key Promoters shall collectively and jointly have a right to appoint and maintain 3 (three) Directors ("**Promoter Director(s)**"). In this regard, notwithstanding anything contained herein, all the Promoter Directors nominated for appointment by the Key Promoters shall always be amongst the Key Promoters themselves for so long as they are able to act as Directors under applicable Law, provided if they are not able to act as Directors under applicable Law, the Key Promoters may appoint any other Person as their Promoter Director(s) in compliance with applicable Law; and
- (F) *Independent Directors*: The Company shall appoint 4 (four) independent directors ("**Independent Director(s)**"), and the Key Promoters and the Company shall ensure that, notwithstanding anything contained in these Articles, all Independent Directors are appointed after receiving prior consent of the Key Promoters and the Investor Majority for such appointment. The appointment of each Independent Director shall be based on the strategic priorities of the Company, and in compliance with applicable Laws.

In any of the foregoing cases or otherwise in terms of these Articles, the Party that ceases to have the right to appoint a nominee Director shall reasonably cooperate with the Company and the other Parties in effecting to remove any Director appointed by it (including exercising its votes in relation to all the Equity Shares held by it at any general meeting called for the purpose of filling vacancies in the Board). Further, to the extent any Investor Director or Promoter Director is not appointed, the position shall remain vacant.

- (ii) Appointment and Removal. Except where a Director is required to vacate office pursuant to the provisions of applicable Law or these Articles (including Article 163 (*Event of Default*)), no Director shall be removed during the term for which such Director was elected without the consent of the Shareholder which nominated such Director on the Board. It is clarified that, the right of nomination of a Director conferred on the Investors and the Key Promoters with respect to the Investor Directors and the Promoter Directors, respectively, shall include the right of such Investor and Key Promoters (as the case may be) at any time to require the Company by way of written communication, subject to the provisions of the Act, to remove and/or replace from office such individual nominated or appointed by such Investor or the Key Promoters (as the case may be), and from time to time determine the period for which such individual shall hold office as Director. The Shareholders shall exercise their voting and other rights in the Company, and shall cooperate to convene any necessary meetings, in order to ensure that any such removal and replacement is given effect to.
- (iii) Additional Directorship. To the extent permissible by applicable Law, the appointment of the Investor Director shall be by direct nomination by the relevant Investor, and any appointment or removal of an Investor Director under this Article 155.1 (*Constitution of the Board*) shall, unless the contrary intention appears, take effect from the date it is

notified to the Company in writing. The Company and the Key Promoters shall ensure that the Board shall forthwith (and in any event within 10 (ten) Business Days of such nomination or at the next Board meeting, whichever is earlier) appoint such Person as a Director and further that, unless an Investor changes or withdraws such nomination, such Person is also elected as a Director at the next general meeting of the Shareholders.

(iv) Committees.

(A) The Investors who have the right to appoint an Investor Director shall, at their sole discretion, also be entitled to nominate such Investor Director to all committees of the Board. Notwithstanding anything set out in this Article 155.1(iv)(A), in the event Independent Directors are required to constitute majority in any committee of the Board (other than the Identified Committees) pursuant to applicable Law (“**ID Majority Committee**”), the Investor Directors shall be appointed in each such committee on a rotational basis for each Financial Year, in such manner as may be mutually agreed between the Investors who have nominated Investor Directors to the Board; provided, however, that not more than 1 (one) Investor Director shall be nominated to any ID Majority Committee.

(B) The quorum for a meeting of any of the Identified Committees shall be at least 2 (two) Investor Directors (which shall mandatorily include the NVP Director, if nominated by NVP to the Board), who shall be present at the commencement and throughout the meeting of the committee (unless this requirement is waived in writing by all Investor Directors or Promoter Directors, as the case may be), provided that if only 1 (one) Investor Director has been appointed to any Identified Committee, the quorum requirements under this sub-Article (B) shall be the presence of such Investor Director, and if no Investor Directors have been appointed to an Identified Committee, presence of Investor Directors shall not be required for forming quorum of such Identified Committee.

(C) Unless otherwise specified in these Articles or decided by the Board in writing (with the prior consent of the Investor Majority), the provisions relating to agenda, notice, quorum and voting applicable to the Board shall apply, to the extent permissible and practicable, to each committee of the Board; provided however that, the Investors shall not have any quorum rights in relation to any meetings of committees of the Board other than the Identified Committees (in the manner as set out in sub-Article (B) above).

(v) Alternate Director. The Investors shall be entitled to nominate alternate Director(s) in accordance with the Act for the Investor Directors that they are respectively entitled to nominate (“**Alternate Director(s)**”). Such appointment as Alternate Director shall take place as the first item of business at the Board meeting next following receipt by the Company of such nomination. Upon his / her appointment as such alternate Director, an Alternate Director shall be entitled to constitute the quorum, vote, grant consent and sign written resolutions on behalf of the relevant Investor Director for whom he / she is an alternate, in accordance with the provisions of these Articles. The Alternate Director shall be entitled to receive notice of a meeting of the Board or committees thereof, along with all relevant papers in connection therewith, to attend and vote in place of the Director for whom he / she is an alternate, and generally to perform all functions of such Director in his or her absence.

(vi) Casual Vacancy. The Investors and the Key Promoters shall have the right to fill in any casual vacancy caused in the office of the Investor Directors and the Promoter Directors

any time after such Director being nominated by the Investors and the Key Promoters (as the case maybe), by reason of his/her resignation, death, removal or otherwise. Upon occurrence of any such vacancy on the Board, the Key Promoters shall cause the Company to immediately convene a meeting of the Board, and each Party shall cause its Directors (to the extent applicable) to exercise their voting rights so as to appoint a replacement to hold office in accordance with the Act and these Articles. All nominations made by the Investors or the Key Promoters (as applicable) shall be in writing and shall take effect on the Board passing resolution(s) approving the appointment of the nominated Director.

(vii) Subsidiaries.

(A) The rights of the Investors set out in this Article 155 (*Corporate Governance*) shall also extend to each Subsidiary, in its entirety. The Company shall exercise all its rights in all Subsidiaries in a manner that ensures that the rights of the Investors under these Articles are not prejudiced.

(B) If the nominees of the Investors have not been appointed onto the board of directors of a Subsidiary, and if any item that would qualify as a Reserved Matter Item is proposed to be considered or undertaken by such Subsidiary, the Company (and/or any nominee director of the Company on the board of directors of such Subsidiary) shall not take any action (including exercising its votes at a meeting of the board or the shareholders of the relevant Subsidiary) in relation to such Reserved Matter Item unless the Requisite Consent in relation to such Reserved Matter Item has been obtained in accordance with Article 155.5 (*Reserved Matters*).

(C) Notwithstanding Article 155.1(vii)(B) above, in the event any matter in respect of any Subsidiary is duly approved in the meeting of the Board in accordance with these Articles, including after obtaining the Requisite Consent in accordance with Article 155.5 (*Reserved Matters*) and **Annexure 1** of these Articles (if such matter is a Reserved Matter Item), then, except as otherwise required under applicable Law, no separate approval (including any Requisite Consent, in case of such matter being a Reserved Matter Item) shall be required in respect of any such matter at the level of the Subsidiary concerned.

(viii) Expenses. The Company shall reimburse the expenses incurred by the Investor Directors and Promoter Directors in relation to their attendance at meetings of the Board or committees, including air fare, boarding and lodging expenses.

(ix) The Investor Directors shall not be required to hold any qualification shares.

155.2 Liability of the Investor Directors

(i) The Investor Directors shall not have any day-to-day managerial powers, and they will not be whole time, managing or executive directors of the Company and the Subsidiaries and will not, subject to applicable Law, be held responsible for any default or failure of the Company and the Subsidiaries in complying with the provisions of any applicable Laws, including defaults under the Act, taxation and labour Laws of India. The Company and the Subsidiaries shall assert such position in any notice, reply, litigation or other proceedings in which any liability is sought to be attached to Investors and/or the Investor Directors.

(ii) Subject to applicable Law, Investor Directors shall not be identified as ‘officers in default’, employers or ‘person-in-charge’ of the Company and/or any Subsidiary, or

occupier of any premises used by the Company and/or any Subsidiary, in each case, under applicable Laws. Further, the Directors or suitable individuals, other than Investor Directors, shall be nominated as compliance officers, occupiers, employers and/or persons-in-charge, as the case may be, in order to ensure that, to the maximum extent permitted by applicable Law, the Investor Directors do not incur any liability for any default or failure of the Company and the Subsidiaries in complying with the provisions of any applicable Laws.

(iii) In the event that any notice or proceedings have been filed against any Investor Director, the Company, IKFHFL and the Key Promoters shall take all necessary steps to ensure that name of such Director is excluded / deleted and the charges / proceedings against such Director are withdrawn and the Company shall pay all costs, damages, fines, levies etc. that may be levied against such Investor Director. Investors and their respective appointed Investor Directors shall be entitled, in their discretion, to defend or require the Company and the Subsidiaries to defend such notice or proceedings, in which case, the Company and such Subsidiaries shall take all steps to defend such Directors against such notice or proceedings.

(iv) Director Indemnification

(A) The Company and IKFHFL shall indemnify, defend and hold harmless the Investor Directors to the fullest extent permitted by applicable Law against all losses and liabilities, including Taxes and any other costs whatsoever (including, attorneys' fees and expenses), actually incurred by him or her in connection with any action, suit or proceeding, where the Investor Directors concerned were or are a party or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Investor Director is or was a Director of the Company and/or any Subsidiary of the Company, was serving at the request of the Company and/or the concerned Subsidiary of the Company, as an officer/director/partner/trustee/employee of another Person (as the case may be).

(B) If so requested by the relevant Investor, the Company and IKFHFL shall advance any and all losses and liabilities, including Taxes and any other costs whatsoever (including, attorneys' fees and expenses), actually incurred by the Investor Directors, as applicable by paying such losses and liabilities, including Taxes and any other costs whatsoever (including, attorneys' fees and expenses), on behalf of the Investor Directors. In the event the Company and IKFHFL is restricted under law from paying such losses and liabilities, including Taxes and any other costs whatsoever (including, attorneys' fees and expenses), on behalf of the Investor Directors, then the Company and IKFHFL shall reimburse the relevant Investor Directors, for such losses and liabilities, including Taxes and any other costs whatsoever (including, attorneys' fees and expenses).

(C) For purposes of these Articles, the termination of any claim, action, suit or proceeding, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not create a presumption that any Director nominated by any Investor did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable Law.

- (D) The rights of Investor Directors hereunder shall be in addition to any other rights such Directors may have under the Articles or otherwise. To the extent that a change in applicable Law permits greater indemnification by agreement than would be afforded currently under the Articles, it is the intent of the Parties hereto that the Investor Directors shall enjoy by these Articles the greater benefits so afforded by such change.
- (E) The Investor Directors are expressly meant to be beneficiaries of this Article 155.2.
- (v) The Company shall, and shall cause the Subsidiaries to, at all times maintain a directors' and officers' insurance policy from a reputed insurance company for a value upto Rs. 30,00,00,000/- (Rupees Thirty Crore only), for any liability, cost or expense (including legal expenses) accruing, incurred, suffered, and/or borne by a Director in his / her capacity as Director.

155.3 Board Meetings

- (i) Subject to Article 155.5 (*Reserved Matters*) below, the Business and affairs of the Company shall be managed by, and under the direction and supervision of, the Board. It is clarified that, in respect of Reserved Matter Items, the Company shall act in the manner specified in Article 155.5 (*Reserved Matters*) below.
- (ii) Frequency. The Board shall meet at least such number of times and at such frequency as prescribed under the Act.
- (iii) Notice:
 - (A) A meeting of the Board may be called by any Director by giving notice in writing to the company secretary of the Company, specifying the date, time and agenda for such meeting. The company secretary of the Company shall, upon receipt of such notice, issue a notice to all Directors (in accordance with applicable Law) and Investors, convening a meeting of the Board, which notice shall be accompanied by a written agenda specifying the business of such meeting, identifying in reasonable detail the issues to be considered by the Directors at such meeting, and copies of all papers relevant for such meeting. No Reserved Matter Item shall be included in the agenda or discussed at a meeting of the Board, unless the Requisite Consent in relation to such Reserved Matter Item has been obtained in accordance with Article 155.5 (*Reserved Matters*). The Key Promoters and the Company shall ensure that any matter (not being a Reserved Matter Item) proposed by the Investors or the Investor Directors shall be placed on the agenda of any Board meeting of the Company.
 - (B) No meeting of the Board may be held unless a written prior notice of the meeting, in accordance with applicable Law, is issued to all the Directors along with the agenda; provided that a Board meeting may be convened at a shorter notice, subject to the provisions of the Act, if the Investor Directors (who are appointed to the Board at the relevant time) and at least 1 (one) Promoter Director accord their consent thereto.
 - (C) All proceedings of the Board, and all notices, minutes and correspondence arising out of or in connection with any meeting, proceeding, resolution or consent of the Board, shall be in English.

- (D) No business shall be transacted at a meeting of the Board other than the business specified in the agenda for such meeting; provided that the Board may consider a matter outside the agenda at such meeting as per the provisions of the Act, provided further that, in the event such matter is a Reserved Matter Item, the Board may consider the matter, subject to obtaining the Requisite Consent in relation to such Reserved Matter Item in accordance with Article 155.5 (*Reserved Matters*).
- (iv) Quorum for Board Meetings:
- (A) The quorum for a Board meeting shall necessarily include the presence of: (i) all, but any 1 (one), Investor Directors appointed on the Board, and (ii) any 1 (one) Promoter Director, each of whom shall be present at the commencement and throughout the Board meeting, unless this requirement is waived in writing by Investor Majority and/or the Key Promoters, as the case may be.
- (B) If quorum as set out in Article 155.3(iv)(A) above is not present at any Board meeting, the meeting shall be adjourned by 7 (seven) days at the same place and same time as the original meeting ("**First Adjourned Board Meeting**"). If the quorum as set out in Article 155.3(iv)(A) is not present at the First Adjourned Board Meeting, then the Board meeting shall stand adjourned by 7 (seven) days at the same place and same time as the First Adjourned Board Meeting ("**Second Adjourned Board Meeting**").
- (C) If the quorum as set out in Article 155.3(iv)(A) is not present at the Second Adjourned Board Meeting as well, then, notwithstanding anything to the contrary contained herein but subject to the quorum requirements under the Act, the Directors then present at such Second Adjourned Board Meeting shall constitute the quorum for the purposes of such adjourned meeting, provided that no Reserved Matter Items shall be considered, discussed or decided upon at such Second Adjourned Board Meeting, unless the Requisite Consent in relation to such Reserved Matter Item has been obtained in accordance with Article 155.5 (*Reserved Matters*) prior to such Second Adjourned Board Meeting.
- (D) It is clarified that if the First Adjourned Board Meeting or the Second Adjourned Board Meeting falls on a day which is not a Business Day, then the meeting shall be held on the next day which is a Business Day.
- (E) For the avoidance of doubt, the agenda of the First Adjourned Board Meeting and the Second Adjourned Board Meeting shall remain unchanged and shall be limited to only those matters expressly stated in the notice convening the original meeting of the Board, unless (A) for any new matter (other than Reserved Matter Item) proposed on the agenda, consent of the Investor Majority has been obtained in relation to such matter; and (B) for any new Reserved Matter Item proposed on the agenda, the Requisite Consent in relation to such Reserved Matter Item has been obtained in accordance with Article 155.5 (*Reserved Matters*).
- (v) Voting.
- (A) Each Director shall be entitled to exercise 1 (one) vote at Board meetings.
- (B) Subject to Article 155.5 below (*Reserved Matters*) and any additional requirements under the Act, the Memorandum and Articles, any decision shall

be said to have been validly made and/or a resolution shall be said to have been validly passed provided it was approved at a validly held meeting of the Board, with valid quorum and such decisions are approved by and/or the resolution is passed by a majority of the Directors present and voting at such Board meeting.

- (C) For the avoidance of doubt, subject to Article 155.3(iii)(D), in the event that any matter (other than a Reserved Matter Item) is passed without placing it on the agenda as circulated to the Directors and the Investors, then, unless otherwise approved by the Investor Majority, then such matter shall be deemed not to have been passed and shall be declared null and void, and the Company or the Board shall not be entitled to take any action on such matter:
 - (D) For the avoidance of doubt, subject to Article 155.3(iii)(D), in the event that any Reserved Matter Item is passed by the Board without obtaining the Requisite Consent in accordance with Article 155.5 (*Reserved Matters*), such matter shall be deemed not to have been passed and shall be declared null and void, and the Company or the Board shall not be entitled to take any action on such matter.
- (vi) Chairman and Casting Vote. The Directors present at a Board meeting shall appoint a chairman of the Board from amongst the Director(s) then present at such meeting as the chairman of the meeting. The chairman of the meeting shall not be entitled to a casting vote.
 - (vii) Participation by Audio Visual Methods. Subject to, and in compliance with, the provisions of the Act, the Directors may participate in Board meetings by telephone or video conferencing or any other means of contemporaneous audio-visual communication which are capable of recording and recognising the participation of Directors and of recording and storing the proceedings of such meeting along with date and time.
 - (viii) Resolution by Circulation.
 - (A) Subject to requirements of Law, this Article 155.3(viii) and Article 155.5 (*Reserved Matters*) below, a resolution of the Board may be passed by the Directors by circulation.
 - (B) A written resolution circulated to all the Directors or members of committees of the Board, whether in India or overseas, and signed by a majority of them (as are entitled to vote on the resolution) as approved shall (subject to compliance with the relevant requirements of the Act) be as valid and effective as a resolution duly passed at a meeting of the Board called and held in accordance with these Articles;

provided that the resolution shall be circulated in draft form, together with the relevant papers, if any, to all the Directors or members of the committee, as the case may be, at least 7 (seven) days in advance at the address of such Director or member registered with the Company;

provided further that the resolution proposed to be passed by circulation shall not contain any Reserved Matter Item unless the Requisite Consent has been obtained in accordance with Article 155.5 (*Reserved Matters*).

- (C) A resolution passed by circulation in accordance with sub-Article (A) above shall be noted at a subsequent meeting of the Board or committee thereof, as the case may be, and shall be made part of the minutes of such meeting.
- (ix) Minutes. The proceedings of a Board meeting and the results thereof shall be recorded in minutes in the English language and shall bear the name and/or signature of the chairman, in accordance with the provisions of applicable Law. The minutes of each meeting of the Board shall be prepared and be circulated to each Director and each Investor for their respective comments within a period of 15 (fifteen) days from the date of the relevant Board meeting or, subject to the Act, such extended period as approved by the Investor Majority. The Directors who attended the Board meeting may make comments and require that the minutes be modified to accurately describe the proceedings of the relevant meeting and the Company shall ensure that any comments so provided by the Investor Directors are appropriately incorporated in the minutes. The minutes of the Board meeting shall be adopted after having been approved by the Directors in accordance with Law.

155.4 General Meetings

- (i) Frequency. An annual general meeting of the Company shall be held each calendar year within 6 (six) months following the end of the previous Financial Year of the Company. All other general meetings, other than the annual general meeting, shall be extraordinary general meetings. All Shareholders' meetings shall be convened by the Board or by Shareholders in accordance with applicable Law, and held in accordance with applicable Law and the Articles.
- (ii) Notice:
 - (A) A meeting of the Shareholders may be called with prior written notice of at least 21 (twenty-one) days, specifying the date, time and agenda for such meeting. The company secretary of the Company shall issue a notice to all Shareholders in accordance with applicable Law, convening a meeting of the Shareholders, which notice shall be accompanied by a written agenda specifying the business of such meeting, identifying in reasonable detail the issues to be considered by the Shareholders at such meeting, and copies of all papers relevant for such meeting. No Reserved Matter Item shall be included in the agenda or discussed at a meeting of the Board, unless the Requisite Consent in relation to such Reserved Matter Item has been obtained in accordance with Article 155.5 (*Reserved Matters*). The Key Promoters and the Company shall ensure that any matter (not being a Reserved Matter Item) proposed by the Shareholders shall be placed on the agenda of any Shareholder meeting of the Company.
 - (B) Meetings of the Shareholders may be convened at shorter notice subject to the provisions of the Act.
 - (C) All proceedings of the Shareholders' meeting, and all notices, minutes and correspondence arising out of or in connection with any meeting, proceeding, resolution or consent of the Shareholders, shall be in English.
 - (D) No matter shall be placed before the Shareholders (whether in any general meeting or through postal ballots or through any other circulation in any manner) for seeking approval of the Shareholders unless: (A) such matter is first presented to the Board for approval of the Board and such matter is duly approved by the Board in accordance with these Articles; (B) such matter is

permitted under the Act to be placed directly before the Shareholders; or (C) where such matter is a Reserved Matter Item, unless the Requisite Consent in relation to such Reserved Matter Item has been obtained in accordance with Article 155.5 (*Reserved Matters*).

(iii) Voting.

- (A) At all general meetings of the Shareholders, voting of each of the Shareholders shall be as per the applicable Law. Every Shareholder present in person, by proxy or if a company, by representative, shall have 1 (one) vote for each Share held by such Shareholder.
- (B) Subject to Article 155.5 below (*Reserved Matters*) and any additional requirements under the Act, the Memorandum and Articles, any decision shall be said to have been validly made and/or a resolution shall be said to have been validly passed, provided it was approved at a validly held meeting of the Shareholders and such decisions are approved by and/or the resolution is passed by the required majority of Shareholders (as per the Act) at such meeting. No business shall be transacted at a meeting of the Shareholders other than the business specified in the agenda for such meeting; provided that the Shareholders may consider a matter (not being a Reserved Matter Item) outside the agenda at such meeting as per the provisions of the Act. For the avoidance of doubt, in the event that any Reserved Matter Item is passed by the Shareholders without obtaining the Requisite Consent in accordance with Article 155.5 (*Reserved Matters*), such matter shall be deemed not to have been passed and shall be declared null and void, and the Company or the Board shall not be entitled to take any action on such matter.

(iv) NVP Voting.

Notwithstanding the actual number of Shares held by NVP, its Affiliates and any NVP Restricted Transferee(s) or the stated or statutory voting rights of the holders of the Shares, NVP, its Affiliates and any NVP Restricted Transferee(s) are not entitled to exercise voting rights in excess of 4.99999% (four point nine nine nine nine nine percent) of any class of voting securities of the Company (as such terms are defined and used, and as such percentage is calculated, under the BHC Act) (such restriction being referred to as the “**NVP Voting Restriction**”), provided however that the NVP Voting Restriction will not apply to (i) any Shares that are transferred to an NVP Permitted Transferee; or (ii) any voting power exercised in connection with any matter that: (a) materially and adversely alters or changes the rights, preferences or privileges of the Shares held by NVP or its Affiliates or a NVP Restricted Transferee, (b) increases the authorized number of shares or securities senior to the Shares held by NVP or its Affiliates or a NVP Restricted Transferee, (c) creates (by reclassification or otherwise) any security having rights, preferences or privileges senior to the Shares held by NVP or its Affiliates or a NVP Restricted Transferee, (d) results in the redemption or repurchase of the Shares held by NVP or its Affiliates or a NVP Restricted Transferee, (e) results in any liquidation, dissolution or winding up of the Company, (f) amends or waives any provision of the charter documents in a manner that materially or adversely affects the rights, preferences or privileges of the Shares held by NVP or its Affiliates or a NVP Restricted Transferee, (g) involves the payment or declaration of any dividend on any Shares where dividends are accrued but unpaid in respect of the Shares held by NVP or its Affiliates or a NVP Restricted Transferee, or (h) waives or amends any price-based anti-dilution adjustment in respect of the Shares held by NVP or its Affiliates or a NVP Restricted Transferee.

- (v) Minutes. The proceedings of a general meeting and the results thereof shall be recorded in minutes in the English language and shall bear the name and/or signature of the chairman. The company secretary shall send a copy of the minutes of each general meeting to each Shareholder and the auditor within 15 (fifteen) days after each such meeting. Subject to provisions of the Act, the Shareholders who attended the general meeting may make comments and require that the minutes be modified to accurately describe the proceedings of the relevant meeting and the Company shall ensure that any comments so provided by the Investors are appropriately incorporated in the minutes.

- (vi) Quorum for Shareholders' Meetings.
 - (A) The quorum for a Shareholders' meeting shall be necessarily include the presence of the representatives of: (i) at least 3 (three) Qualified Investors (in the event 4 (four) Investors qualify as Qualified Investors) or any 2 (two) Qualified Investors (in the event only 3 (three) Investors qualify as Qualified Investors), or any Qualified Investor (in the event only 2 (two) Investors qualify as Qualified Investors), as the case may be, and (ii) the representative of any 1 (one) Promoter, who shall be present at the commencement and throughout the meeting, unless this requirement is waived in writing by the Investor Majority and/or the Key Promoters, as the case may be.
 - (B) If adequate quorum as set out in Article 155.4(vi)(A) above is not present at any Shareholders meeting, the meeting shall be adjourned by 7 (seven) days at the same place and same time as the original meeting ("**First Adjourned General Meeting**"). If the quorum as set out in Article 155.4(vi)(A) is not present at the First Adjourned General Meeting, then the meeting shall stand adjourned by 7 (seven) days at the same place and same time as the First Adjourned General Meeting ("**Second Adjourned General Meeting**").
 - (C) If the quorum as set out in Article 155.4(vi)(A) above is not present at the Second Adjourned General Meeting as well, then notwithstanding anything to the contrary contained herein but subject to quorum requirements under the Act, the Shareholders then present at such Second Adjourned General Meeting shall constitute the quorum for the purposes of such adjourned meeting, provided that no Reserved Matter Item shall be considered, discussed or decided upon at such Second Adjourned General Meeting, unless the Requisite Consent in relation to such Reserved Matter Item has been obtained in accordance with Article 155.5 (*Reserved Matters*).
 - (D) It is clarified that if the First Adjourned General Meeting or the Second Adjourned General Meeting falls on a day which is not a Business Day, then the meeting shall be held on the next day which is a Business Day.
 - (E) For the avoidance of doubt, the agenda of the First Adjourned General Meeting and the Second Adjourned General Meeting shall remain unchanged and shall be limited to only those matters expressly stated in the notice convening the original general meeting, unless (A) for any new matter (other than Reserved Matter Item) proposed on the agenda, consent is provided by the Investor Majority; and (B) for any new Reserved Matter Item proposed on the agenda, the Requisite Consent in relation to such Reserved Matter Item has been obtained in accordance with Article 155.5 (*Reserved Matters*).

- (vii) Chairman and Casting Vote. The chairman of the Board shall also act as the chairman of all the general meetings. In the absence of the chairman of the Board, the

Shareholders present at a Shareholders meeting shall appoint a chairman of the meeting from amongst the Shareholders then present at such meeting as the chairman of the meeting. The chairman of the Shareholders' meeting shall not be entitled to a casting vote.

155.5 Reserved Matters

- (i) Notwithstanding anything to the contrary contained in these Articles or other Transaction Documents, but subject to Article 155.5(ii), no actions, decisions, discussions, consideration and/or resolutions in respect of any matters set out in **Annexure 1** of these Articles in relation to the Company and/or any Subsidiary ("**Reserved Matter Items**") shall be taken whether by the Board, any Director, any committee, the Promoter Group (or any of their Affiliates) or any of Key Management Persons, or the employees or officers of the Company, by way of circulation or otherwise, without the prior consent of:
 - (A) the Investor Majority, in relation to the matters set out in **Part A** of **Annexure 1** of these Articles; and
 - (B) either (A) the Investor Majority, or (B) the Key Shareholder Majority, in relation to the matters set out in **Part B** of **Annexure 1** of these Articles.
- (ii) Nothing contained in Article 155.5(i) above shall be applicable in respect of any decision taken by the IPO Committee in accordance with Article 162.2 (*IPO*) with respect to a QIPO.
- (iii) Notice seeking consent for a Reserved Matter Item shall be given by the Company to the Investors along with all supporting documents and analysis. It is clarified that if any Reserved Matter Item is pending affirmation/rejection in accordance with Article 155.5(i), the same will not be included in the agenda of any forthcoming Board or Shareholders' meeting and, accordingly, no decision on such Reserved Matter Items shall be taken at such Board or Shareholders' meeting.
- (iv) The Company and the Key Promoters shall provide all necessary information and material to the Investor to enable the Investor to make a decision relating to the Reserved Matter Item.
- (v) The Investors and they Key Promoters shall be entitled to waive their rights / entitlements under this Article 155.5 (*Reserved Matters*).

Notwithstanding anything contained in these Articles, the annual statutory accounts of the Company shall be approved by the Board and the Shareholders, subject to such accounts being approved and confirmed (in writing) by at least 2 (two) Qualified Investors, which shall include either NVP (subject to NVP being a Qualified Investor at the relevant time) or IBEF (subject to IBEF and MOWL together holding such percentage of the Share Capital which is equal to or more than the Qualified Investor Threshold at the relevant time).

156. COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES AND BUSINESS PLAN

156.1 General Covenants and Undertakings

- (i) The Company and the Subsidiaries shall, and the Key Promoters shall ensure that the Company and the Subsidiaries shall:

- (A) maintain material Authorisations as required under applicable Laws in respect of the Business and comply materially with all Laws, including Laws/Authorisations relating to environmental, health and safety requirements and maintain all books and records in relation to establishing such compliance that are required under applicable Law or these Articles;
 - (B) obtain and maintain specifically all Authorisations and materially comply with all conditions under the Authorisations and other requirements under applicable Laws governing and pertaining to employees and consultants engaged by the Company and the Subsidiaries, including comply with the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Payment of Gratuity Act, 1972, the Minimum Wages Act, 1948 and the Employees' State Insurance Act, 1948;
 - (C) maintain such insurance cover which is required in the best interests of the Company and the Subsidiaries for the Company's and each Subsidiary's immovable property from which the Company and/or the relevant Subsidiary carries out its business and shall regularly pay the premia towards such insurance cover obtained by the Company;
 - (D) conduct its affairs in accordance with good corporate governance standards, subject to the terms of these Articles;
 - (E) not appoint any Relative of any Promoter to any key managerial position in the Company and/or any Subsidiary drawing a salary in excess of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) per annum, unless approved prior by the Investor Majority, in writing;
 - (F) duly pay and/or make provisions for dues and/or Taxes payable under Law;
 - (G) at the option of any Investor, schedule a review meeting, between the Investors and Promoter Group to discuss various aspects of the Business, provided that such review meeting shall not be held more than once in a calendar month. All costs and expenses incurred by the Qualified Investors' representatives in relation to such meeting shall be borne by the Company;
 - (H) notify the Investors promptly in writing of, and contemporaneously provide the Investors with true and complete copies of, any and all information or documents relating to any event, transaction, or circumstance occurring after the Closing Date that:
 - (1) causes or will cause any covenant or agreement of any Key Promoter or the Company or IKFHFL made under these Articles and any other ancillary agreement(s) between the Parties to be breached;
 - (2) renders or will render untrue any of the representations and warranties of any Promoter and/or the Company and/or IKFHFL under these Articles as of the date on which such representation and warranty is provided;
 - (3) results in any Material Adverse Change,
- (ii) and, without prejudice to the rights and remedies available to the Investors under these Articles or applicable Law, the Company, IKFHFL and the Key Promoters shall use all

reasonable efforts to cure, any such breach or misrepresentation or event, whether occurring or arising before or after the Effective Date;

- (A) ensure compliance with the terms and conditions of the circulars, notifications, regulations, directions issued by the RBI and/or NHB from time to time that are applicable to the Company and the Subsidiaries, without any default and in the manner prescribed by the RBI in such circulars notifications, regulations, directions, including the Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023 (as updated and/or amended from time to time);
 - (B) ensure timely performance of all of the obligations required to be performed and/or complied with and/or undertaken by the Company and the Subsidiaries under the Transaction Documents;
 - (C) enter into and execute all agreements and arrangements with any Related Parties on an arm's length basis, in compliance with applicable Laws and subject to the other express and specific provisions of these Articles;
 - (D) (A) comply in all material respects with the Client Protection Laws and promptly notify the Investor of any material violation of the Client Protection Laws; (B) implement client protection including obtaining a client protection certification approved by CERISE +STPF; and (C) act consistently with Client Protection Pathway ("CPP"), perform a CPP assessment and obtain external certification of at least Silver Level;
 - (E) (A) implement policies as needed to improve corporate governance matters and commit to continuous improvements in corporate governance matters; (B) permit the Investors and their Representatives, upon reasonable notice and at the Investors' cost, to interview and discuss all corporate governance related matters and issues with the Company's and/or the Subsidiaries' supervisory board, board of directors, board, advisory or investment committees, management, internal and external auditors and any other personnel of the Company and/or the Subsidiaries which the Investors or their Representatives deem fit for assessing and advising on all corporate governance related matters and issues;
 - (F) not use the name of any limited partner of the Investors or any of their Affiliates or related funds for any promotional or marketing purpose, whether orally or in writing, such as in any sale materials, offering documents, press releases, or other publicly disseminated written disclosures, without both (A) providing Investor with at least five (5) Business Days' prior written notice; and (B) obtaining the concerned Investor's prior written consent;
 - (G) establish and maintain an appropriate external grievance mechanism available to all stakeholders.
- (iii) Accion provides an ethics hotline (available at aim.ethicspoint.com) to enable any person to anonymously and/or confidentially report irregularities and/or issues within Accion and its portfolio companies ("**Ethics Hotline**"). For the avoidance of doubt, it is clarified that the Ethics Hotline is not intended to replace internal information and reporting channels, or any whistleblowing systems, within the Company.
- (iv) That:

- (A) the Company is neither a bank nor any other kind of depository institution, nor a holding company for any such bank and the Company will not, at any time, take any action that would cause it to become a bank nor any other kind of depository institution, nor a holding company for any such bank; and
- (B) the Company is not a “covered fund” under the BHC Act and the Company will not form or acquire a subsidiary, acquire equity interests in any other entity, or enter into any other transaction, if such action would require the Company or any of its subsidiaries to be classified as a “covered fund” under the BHC Act.

156.2 Covenants and Undertakings of the Promoter Group

- (i) The Promoter Group shall:
 - (A) ensure that the Company and the Subsidiaries are not in any manner impacted by any personal liabilities of any Directors or any Promoter;
 - (B) along with their respective Affiliates and/or the lenders to the Promoter Group, not have any recourse against the Company and the Subsidiaries in any manner whatsoever and/or seek any assistance from the Company and the Subsidiaries (including IKFHFL) in relation to their personal borrowings and/or guarantee and indemnity obligations;
 - (C) assist in obtaining necessary Authorisations, financing and guarantees necessary for the operations of the Company and the Subsidiaries provided that the preceding shall not cast any obligations on the Promoter Group to provide any securities or guarantees for securing any financing by the Company or any Subsidiary. In addition, the Promoter Group shall not: (A) charge commission or any other charges from the Company and/or the Subsidiaries in relation to obtaining Authorisations for the Company and/or the Subsidiaries; (B) charge commission or any other charges in relation to provision of personal guarantees by the members of the Promoter Group to banks/financial institutions with respect to the loans and other facilities obtained by the Company and/or the Subsidiaries;
 - (D) the Key Promoters shall be responsible for the implementation of the Approved Business Plan and for the day-to-day management and operations of the Company and the Subsidiaries;
 - (E) the Key Promoters shall ensure that all the Key Management Persons shall be employees of the Company and / or the Subsidiary (as applicable). Prior to the appointment of the Key Management Persons, the Promoter Group shall obtain the Requisite Consent in accordance with Article 155.5 (*Reserved Matters*) and **Annexure 1** of these Articles; and
 - (F) not create any Encumbrance on any of the Securities legally or beneficially owned by the Promoter Group at any point of time without the prior consent of the Investor Majority, except as otherwise permitted in terms of Article 158.3(ii) (*Promoter Permitted Transfers*).

156.3 Other Covenants and Undertakings and Representations and Warranties

- (i) That:

- (A) The Key Promoters, the Company and IKFHFL shall: (A) engage only in lawful practices in commercial operations and in relation to Governmental Authorities; and (B) not make any bribe, rebate, payoff, influence payment, or any other payment that would be unlawful under any applicable Anti-Corruption Legislation and Anti-Corruption Guidelines provided at **Schedule 4** of the Shareholders' Agreement; and cause each of their respective officers, directors and employees to comply with this Article 156.3(i)(A);
- (B) the Company and the Subsidiaries shall follow the AML/ CFT (as defined below) prescribed by the RBI and institute, maintain and comply with appropriate policies, procedures, systems and controls that are in compliance with national laws and regulations and in furtherance of international best practices for anti-money laundering and combating the financing of terrorism ("AML/CFT"), including but not limited to:
- (1) a written policy on AML/CFT;
 - (2) appropriate due diligence requirements;
 - (3) record keeping;
 - (4) reporting of suspicious transactions to authorities, where required; and
 - (5) AML/CFT training for staff.

The Company and IKFHFL acknowledge and confirm that they follow the AML/CFT prescribed by the RBI as on the Effective Date, and in the event that a relevant agency makes any suggestions on the same, the Company and IKFHFL will incorporate the same in their policy on AML/ CFT within a period of 60 (sixty) days from the date the suggestion is made or such shorter timelines proposed / recommended by the relevant agency;

- (C) the Company and the Subsidiaries shall institute, maintain and comply with internal policies, procedures and controls for the purpose of ensuring that it will not enter into any transaction (A) with, or for the benefit of, any Person that is an Excluded Person, or (B) related to any activity from time to time prohibited by, the United Nations Security Council or its committees pursuant to any resolution issued under Chapter VII of the United Nations Charter;
- (D) the Company and the Subsidiaries shall not engage in (or authorize or permit any of their Affiliates or any other person or entity acting on its behalf to engage in), any Sanctionable Practice with respect to any transaction contemplated in these Articles or otherwise;
- (E) the Company and the Subsidiaries shall not make or hold any investments in any entity that (A) is sanctioned pursuant to United Nations Security Council resolutions issued under Chapter VII of the United Nations Charter; (B) is on the World Bank Listing of Ineligible Firms and Individuals, or (C) has been convicted, indicted or subjected to any similar criminal sanction, by any court or governmental body of competent jurisdiction, for engaging in money laundering or financing of terrorism or any Sanctionable Practice;
- (F) the Company and the Subsidiaries shall promptly notify the Investors on becoming aware of (A) any violation of the Integrity Requirements and (B) the Company or any of its Affiliates becoming the subject of economic sanctions

imposed by the Swedish Government, the European Union, the United Kingdom, the United States of America or any European Union Member States;

- (G) upon being notified by any Investor of its concern that there has been a violation of the Articles 156.3(i)(A) to 156.3(i)(F) (or any of them) and/or the United Nations Security Council Resolutions and/or any Sanctionable Practices in relation to the foregoing, they shall cooperate in good faith with the Investors and its representatives in determining whether such a violation has occurred, and shall respond promptly and in reasonable detail to any notice from the Investors, and shall furnish documentary support for such response upon such request;
- (H) the Company and the Subsidiaries shall comply with the ESG Action Plan and promptly provide the Investors with evidence required under the ESG Action Plan upon completion of each action item;
- (I) the Company and the Subsidiaries shall notify the Investors within 3 (three) Business Days after occurrence, of any social, labour, health and safety, security or environmental incident, accident or circumstance having, or which could reasonably be expected to have, any material impact on the Business ("**ESG Incident**") in compliance with the Investors' ESG policy or a material adverse effect, specifying in each case the nature of the incident, accident, or circumstance and the impact or effect arising or likely to arise there from, and the measures the Key Promoters are taking or plan to take to address them and to prevent any future similar event; and keep the Investors informed of the on-going implementation of those measures;
- (J) within ten (10) days of a request by any of the Investors, provide such information as is reasonably requested to confirm that the Company is in compliance with the ESMS;
- (K) Upon request from the Investors, the Company shall ensure that representatives of the Compliance Advisor Ombudsman, the independent accountability mechanism for IFC for environmental and social concerns which is governed by the CAO Policy ("**CAO**") shall be permitted to: (i) visit any of the sites and premises where the business of Company is conducted; (ii) inspect any of the sites, facilities, plants and equipment, offices, branches and other facilities of the Company; (iii) have access to the books of account and all relevant records (including electronic and hard copy files) of the Company; and (iv) have access to those employees, agents, contractors and subcontractors of the Company, who have or may have knowledge of matters with respect to which the CAO seeks information in each case, upon reasonable prior notice and subject to any applicable Laws, provided that such access shall be for the purpose of carrying out the CAO's role under the CAO Policy and provided further that in carrying out its work, the CAO may disclose information gathered during its activities, subject to the provisions and of the CAO Policy. "**CAO Policy**" means the IFC /MIGA Independent Accountability Mechanism (CAO) Policy dated June 28, 2021 outlining CAO's purpose, mandate and functions, core principles, governance and operating procedures as the same may be amended, updated or supplemented at any time and from time to time.
- (L) the Company and the Subsidiaries shall provide each Investor (either itself or through its Representatives), at the expense of such Investor, with the right to visit, upon reasonable notice, any of the premises where the Business is

conducted, to have access to the Company and the Subsidiaries' management and other personnel, and to have access to and make copies of the Company's and the Subsidiaries' books of account and records, including in order to (A) monitor the Company's compliance with the ESG provisions set forth herein, or (B) assess the legal or reputational risk posed to the Investors by any ESG Incident;

- (M) the Company and the Subsidiaries shall: (A) comply with the ESG Requirements; (B) comply with the existing and future applicable Laws on customer protection and in particular, but without limitation, in the area of financial services; and (C) appoint an ESG consultant to implement the ESMS which effectively identify and mitigate ESG risks and realize ESG opportunities as a fundamental part of the Company's value and act in accordance with the following principles:
- (1) minimize adverse impacts and enhance positive effects on the environment and all stakeholders (including employees and any affected communities) as relevant and appropriate of the Company and the Subsidiaries;
 - (2) support the reduction of greenhouse gas emissions where relevant and possible;
 - (3) consider the potential for positive impacts and opportunities from business activities (e.g. certifications to enter new markets, strengthening of supply chain structures/management);
 - (4) operational compliance with host country laws, rules and regulations applicable to all phases of the Company's and the Subsidiaries' assets and activities; and
 - (5) appoint a dedicated ESG manager with relevant experience and expertise on related ESG issues for financial institutions, within a reasonable period of time.
- (N) If any Investor determines that the Company and/or any Subsidiary is in material breach of any of the ESG Requirements, the Company and/or the relevant Subsidiary shall undertake such remediation measures as such Investor determines, within an appropriate timeframe specified by such Investor, are necessary or appropriate to remedy the applicable breach;
- (O) the Company shall, engage external/ third party consultants for an income increase study and within 1 (one) year from the Closing Date and, thereafter, on an annual basis, the Company will, on a statistically significant sample basis, report to the Investors, by engaging external/ third party consultants in this regard, the (A) increase in the number of clients/ borrowers availing financing from the Company and/or the Subsidiaries; and (B) increase in income/ revenue of such clients/ borrowers since becoming a client, in the form and manner prescribed by the Investors along with the basis and methodology for the information so reported; and the Company shall, on a best effort basis, ensure that any such annual reporting undertaken by the Company after the issuance of first report on the expiry of 1 (one) year from the Closing Date is undertaken in respect of all clients/ borrowers availing financing from the Company; provided however that, notwithstanding anything to the contrary contained in these Articles, any default by the Company in undertaking such

assessment or furnishing such report shall not be considered as an Event of Default in terms of Article 163 (*Event of Default*);

(P) Foreign Corrupt Practices Act

- (1) The Company and the Promoters, jointly and severally, represent that they shall not, and shall not permit any of their Affiliates or any of their respective directors, officers, managers, employees, independent contractors, representatives or agents to, promise, authorize or make any payment to, or gift of any money or anything of value to or otherwise contribute any item of value to or for the benefit of any “foreign official” (as such term is defined in the FCPA), any Government Official, or to any other Person under circumstances where such Person knew or had reason to believe that all or a portion of such money or thing of value would be given, offered, or promised, directly or indirectly, to a Government Official, in each case for the purpose of (i) influencing any official act or decision of such Government Official, (ii) inducing such Government Official to perform or omit to perform any activity related to his or her lawful duties, (iii) inducing such Government Official to use his, her or its influence to affect any act or decision of a Governmental Authority, or (iv) securing any improper advantage, in the case of (i), (ii), and (iii) above in order to assist the Company or any of its Affiliates in obtaining or retaining business for or with, or directing business to, any Person, in violation of any Anti-Corruption Laws. The Company and the Promoters, on joint and several basis, further represent that they shall cease all of its activities, as well as remedy any actions taken by the Company or its Affiliates, or any of their respective directors, officers, managers, employees, independent contractors, representative or agents in violation of any Anti-Corruption Laws. The Company and the Promoters, on joint and several basis, further represent that they shall and shall cause each of its Affiliates to maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the Anti-Corruption Laws.
- (2) The Company shall, and the Key Promoters shall ensure that the Company shall, conduct its business and operations in material compliance with all applicable financial record-keeping and reporting requirements and Anti-Money Laundering Laws. The Company shall and the Promoters shall ensure that the Company shall, ensure that none of its Affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents are a Person with whom transactions are prohibited under any Anti-Money Laundering Law.
- (3) The Company shall not, and the Key Promoters (on joint and several basis) shall ensure that the Company shall not, and shall not permit any of its Affiliates or any of their respective directors, officers, managers, employees, independent contractors, representatives or agents to, directly or indirectly, use any proceeds received under the 2025 SSA or the proceeds of any offering, or lend, contribute or otherwise make available such proceeds to any joint venture partner or other Person:

- (I) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Economic Sanctions Law;
 - (II) in any other manner that will result in a violation of Economic Sanctions Law by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise); or
 - (III) in violation of any Anti-Money Laundering Laws or Economic Sanctions Law.
- (Q) the Company and the Subsidiaries and/or their Affiliates shall not engage, by themselves directly or by authorizing any Person to do so, in any offering, giving, receiving, or soliciting, any money, gifts, gratifications or any other thing of value to any Government Official (as defined herein below) or any other Person, that will amount to a violation of the FCPA, and the Prevention of Money Laundering Act, 2002 ("PMLA") and other equivalent applicable Law to the Company and/or the Subsidiaries and/or the Promoter Group and/or their Affiliates and/or any persons authorised by them, notwithstanding the applicability of the FCPA and/or the PMLA to the Company and/or the Subsidiaries and/or the Promoter Group and/or their Affiliates and/or any persons authorised by them, in relation to such conduct;
- (R) **Controlled Foreign Corporation.**
- (1) The Company shall make due inquiry with its tax advisors on at least an annual basis regarding the Company's status as a "Controlled Foreign Corporation" ("CFC") as defined in the Code and regarding whether any portion of the Company's income is "Subpart F Income" (as defined in Section 952 of the Code).
 - (2) The Investors shall reasonably cooperate with the Company to provide information about themselves in order to enable the Company's tax advisors to determine the status of the Investors as a "United States Shareholder" within the meaning of Section 951(b) of the Code.
 - (3) No later than 60 (sixty) days following the end of each taxable year of the Company, the Company shall provide the following information to the Investors: (X) the Company's capitalisation table as of the end of the last day of such taxable year and (Y) a report regarding the Company's status as a CFC.
 - (4) In addition, the Company shall provide the Investors with access to such other Company information as may be necessary for the Investors to determine the Company's status as a CFC and to determine whether the Investor is required to report its pro rata portion of the Company's "Subpart F Income" on its United States federal income tax return, or to allow the Investors to otherwise comply with applicable United States federal income tax laws;
- (S) the Company and the Subsidiaries shall not, and shall ensure that their respective directors, officers, representatives, employees, advisors and agents do not, make any offer, payment, promise to pay or authorise the payment of

any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any Government Official or to any other Person who was or is in a position to help or hinder the Business of the Company, the Subsidiaries, the Promoter Group and their Affiliates: (A) with the intent or purpose of influencing such Government Official or other Person in his official capacity, inducing such Government Official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage; (B) inducing such Government Official to use his influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality; (C) that would cause the Company, the Subsidiaries, the Promoter Group and/or their Affiliates and their respective directors, and employees to violate or be in violation of any applicable Law (including the FCPA, as amended from time to time, notwithstanding the applicability of the FCPA and/or the PMLA to the Company and/or the Subsidiaries and/or the Promoter Group and/or their Affiliates and/or any persons authorised by them, in relation to such conduct) or subject it or them to damages or penalties in a civil or criminal proceeding; or (D) that could reasonably be expected to have a material adverse effect, if not discontinued;

- (T) the Company and the Subsidiaries shall comply with the FCPA policy, as adopted by the Board;
- (U) each of the Company, the Subsidiaries, the Promoter Group and their Affiliates are:
 - (1) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC and/or on any other similar list maintained by OFAC or any other U.S. governmental agency pursuant to any authorising statute, order or regulation, and shall ensure and take all necessary steps to ensure that they are not included on the lists mentioned above, and
 - (2) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States Law, regulation, or order of the President of the United States, and shall ensure and take all necessary steps to ensure that they are not categorised as a person with whom a citizen of the United States is prohibited to engage in transactions;
- (V) the Company and the Subsidiaries and their Affiliates and their respective directors, officers, representatives, employees, advisors and agents have not provided or collected and shall not provide or collect funds with the intention that they be used, or in the knowledge that they are to be used, in order to carry out terrorist acts or support any terrorist organization;
- (W) the Company, the Subsidiaries, the Key Promoters (as applicable) shall, upon request from the Investors, issue to Investors, a certificate, in a form and substance satisfactory to the Investors, as the case may be, certifying compliance with the provisions of this Article 156.3(i);
- (X) the Company and the Subsidiaries shall adopt at their respective board of directors meetings and implement all compliance related policies and procedures in relation to matters set out in this Article 156.3(i);

- (Y) the Investors shall have the right to require an assessment by an external auditor, at the cost of the Investors, of the adequacy of the anti-corruption management system and/or anti-money laundering policy of the Company and the Subsidiaries;
- (Z) If the Company anticipates collective dismissals of more than 10% of its workforce and/or more than a total of fifty (50) employees, the Company shall promptly (A) notify the Investors and (B) achieve compliance with the IFC Performance Standards (2012), specifically Performance Standard 2, including but not necessarily limited to, the preparation and implementation of a retrenchment plan that aims to mitigate the adverse impacts of retrenchment in line with national law and good international industry practice and based on the principles of non-discrimination and consultation to be reflected in the final retrenchment plan. The Company shall cooperate in good faith with the Investors to the extent the Investors seek or offer to provide assistance to the Company with respect to achieving compliance with the IFC Performance Standards (2012);
- (AA) the Company and the Subsidiaries shall respect all internationally recognized human rights and conduct regular human rights due diligence in order to identify, prevent, mitigate and account for potential adverse impacts and risks, as appropriate to the size and nature of its business;
- (BB) the Company and the Subsidiaries shall assist with the gender gap analysis to be conducted by the Investors at the Company level using WEPs Gender Gap Analysis Tool (accessible eps-gapanalysis.org/case-for-gender-equality/) on an annual basis;
- (CC) the Company and the Subsidiaries are not, as of the date hereof, a High Risk Client and the Company shall promptly notify the Investor if the Company and/or any Subsidiary of the Company becomes a High Risk Client;
- (DD) the Company and the Subsidiaries are not, as of the date hereof, a Category A Company and the Company shall (i) promptly notify the Investors in writing, upon becoming aware that the Company and/or any Subsidiary of the Company conducts or intends to conduct any Category A Activity and (ii) promptly provide the Investors with information that is available to the Company concerning such matter as the Investors may reasonably request; and
- (EE) the Company shall, within 1 (one) year from the Closing Date and on an annual basis thereafter, report to the Investors, the Company's annual greenhouse gas (GHG) emissions (as set out in Scope 1 and Scope 2 of **Schedule 9** of the Shareholders' Agreement) for the Business, and/or provide the requisite information to enable the Investors to estimate the Company's annual GHG emissions as set forth in **Schedule 9** of the Shareholders' Agreement. It is clarified that, TIAA shall, at its own cost, provide the necessary training or technical assistance that the Company reasonably requires in relation to the reporting requirement set out herein in respect of GHG emissions and, unless otherwise agreed with TIAA in writing, the standards and tools for such measuring and reporting shall be those set forth in the GHG protocol corporate standard as set out in **Schedule 9** of the Shareholders' Agreement; provided however that, notwithstanding anything to the contrary contained in these Articles, any default by the Company of this Article 156.3(i)(Z) shall not be considered as an Event of Default in terms of Article 163 (*Event of Default*);

- (ii) The Promoter Group shall not Transfer, and the Company and IKFHFL shall not permit the Transfer of, any of their Securities in the Company and/or IKFHFL to any Excluded Person.
- (iii) That:
 - (A) the principal business operations of the Company and the Subsidiaries are and always shall be located in Eligible Countries;
 - (B) the Company and the Subsidiaries are not, and shall not become, involved in or finance the production trade, or use of the products, substances or activities listed on **Schedule 6** of the Shareholders' Agreement (the "**Exclusion List**");
 - (C) (A) neither the Company nor any of the Subsidiaries is an Excluded Person, (B) none of the Company and/or the Subsidiaries' shareholders, directors, members or equivalent is an Excluded Person and (C) none of the Company and/or the Subsidiaries' directors is an Excluded Person;
 - (D) neither the Company and/or the Subsidiaries nor any director, officer, employee or, to the best of Company's, IKFHFL's and the Key Promoters' knowledge, agent of the Company and/or the Subsidiaries (A) is sanctioned pursuant to United Nations Security Council resolutions issued under Chapter VII of the United Nations Charter or any relevant European Union Sanction; (B) has been convicted, indicted or subjected to any similar criminal sanction, by any court or governmental body of competent jurisdiction, for engaging in money laundering or financing of terrorism or any Prohibited Practice, and/or (C) is included on any internationally recognized sanctions lists or on the IDB Group List of Sanctioned Firms and Individual;
 - (E) neither the Company and/or the Subsidiaries nor any director, officer, employee or, to the best of Company's, IKFHFL's and the Key Promoters' knowledge, agent of the Company and/or the Subsidiaries has engaged or will engage in any Prohibited Practice;
 - (F) neither the Company and/or the Subsidiaries nor any director, officer, employee or, to the best of Company's, IKFHFL's and the Key Promoters' knowledge, agent of the Company and/or the Subsidiaries has engaged or will engage in any Prohibited Practice;
- (iv) The Company, the Subsidiaries and the Promoter Group (as applicable) shall promptly notify the Investor of any breach of this Article 156.3.

156.4 [Omitted]

156.5 Business Plan

- (i) A business plan shall be prepared for the Company and the Subsidiary for every Financial Year, with a 3 (three) year projection and shall include a break-up for each quarter for the first Financial Year and high-level projection for next 2 (two) Financial Years as decided by the Board ("**Business Plan**").
- (ii) Draft Business Plan.
 - (A) The Key Promoters and the Company shall formulate, prepare and present, a draft Business Plan ("**Draft Business Plan**") for the following Financial Year,

not later than 30 (thirty) days prior to the end of the current Financial Year which, after obtaining the consent of the Investor Majority in accordance with Article 155.5 (*Reserved Matters*) and **Part A** of **Annexure 1** of these Articles, shall be presented to the Board for its approval, except for the first Draft Business Plan for the Financial Year ending March 31, 2025. The Draft Business Plan for the Financial Year ending March 31, 2026, has been approved and adopted by the Board as the Approved Business Plan for the Financial Year ending March 31, 2026 in its meeting held on February 7, 2025.

- (B) The Draft Business Plan for the Financial Years commencing from April 1, 2026 shall be in line with the Approved Business Plan for the Financial Year ending March 31, 2025 for the various line items considered in the Approved Business Plan for the Financial Year ending March 31, 2025 and shall necessarily include the business strategy, applicable accounting policies (including provisioning policies), project details, including project costs, means of finance, projected financial statements (including profit & loss account, balance sheet and cash flow statements), Digital Transformation Plan and the strategy for product diversification and products on MSME strategy for the ongoing Financial Year as well as to the extent possible, the subsequent 2 (two) Financial Years; and such other details and analysis as may be relevant or as directed by the Board, the Investors or other Shareholders.

(iii) Approved Business Plan.

The Draft Business Plan, as approved by the Investor Majority (in accordance with Article 155.5 (*Reserved Matters*) and **Part A** of **Annexure 1** of these Articles) and the Board, shall be the "**Approved Business Plan**".

(iv) Changes in Approved Business Plan.

- (A) Any modifications or deviations to the Approved Business Plan beyond the threshold set out in Article 156.5(iv)(B), shall be subject to the prior approval of the Investor Majority; and

- (B) The Company shall not undertake any act or make any payments (including but not limited to outlay, borrowings, guarantees, capital expenditure, investments, divestments, pre-payment of loans, or varying or entering into contracts) other than as set forth in the Approved Business Plan along with variations set forth therein (with +/- permissible deviations up to 15% (Fifteen Percent)) ("**Approved Deviation**"), without the prior written approval of the Investor Majority.

(v) Review of Approved Business Plan.

The Board shall deliberate on and review the performance of the Company vis-à-vis the Approved Business Plan on an annual and quarterly basis. If required, the Approved Business Plan(s) shall be modified with the approval of the Investor Majority (in accordance with Article 155.5 (*Reserved Matters*) and **Part A** of **Annexure 1** of these Articles) and, subsequently, the Board. Such revised Business Plan(s) shall be deemed to be the Approved Business Plan of the Company, with effect from the date of the approval of the Board.

(vi) Applicability to Subsidiaries

The provisions of this Article 156.5 shall apply to the Company's Subsidiaries, and all references to "Approved Business Plan", "Board", "Shareholders" and "Company" shall be construed accordingly.

156.6 Investors not Promoters

- (i) The Investors are not a 'promoter' or part of the 'promoter group' of the Company in general or as understood under the Act or the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended from time to time. The Company shall not under any circumstances declare, publish or disclose the Investors in any document related to a IPO, accounts or any public disclosures as "promoters" or part of the "promoter group" of the Company. The Company and Key Promoters undertake to take all necessary steps to ensure that the Investors shall not be considered as a "promoter" or part of the "promoter group" of the Company in any IPO related filing made by the Company or the Key Promoters.
- (ii) Except as may be expressly stated to the contrary in these Articles, the Key Promoters shall, subject to compliance with applicable Law, ensure that any Securities as may be required to comply with the statutory lock-in requirements imposed by applicable Law on the promoters of companies, if any, shall be contributed solely by the Promoter Group and Raghuram, and none of the Investor Securities shall be offered for any lock-in applicable to the promoters or promoter group. The Investors shall have the right to review, approve and seek appropriate amendments to all documents related to the IPO, accounts or public disclosures to ensure compliance with the provisions of this Article 156.6.

157. INFORMATION RIGHTS, INSPECTION AND MONITORING

157.1 The Company shall, and ensure that the Subsidiary shall, keep and maintain complete and accurate books of account in which full and correct entries shall be made of all financial transactions and the Assets and Business in accordance with Indian Accounting Standards and/or any other accounting standards applicable to the Company and/or its Subsidiaries under Law.

157.2 The Company shall provide to the Investors or to any representative of the Investors (as the Investors may specifically notify in writing) and each Investor Director, the following information with respect to the Company and the Subsidiary, with or without specific request from the Investors:

- (i) Audited annual financial statements (within 75 (seventy five) days from the end of each Financial Year);
- (ii) Management certified unaudited annual financial statements (within 45 (forty five) days from the end of each Financial Year);
- (iii) Management certified unaudited quarterly financial statements (within 30 (thirty) days from the end of each quarter of each Financial Year);
- (iv) Unaudited monthly financial statements and management information systems ("MIS") or other similar reports (in a format as specified by the Investors) with respect to each month, within 20 (twenty) days from the start of the following month;
- (v) A proposed Draft Business Plan, along with the annual budget for the forthcoming Financial Years;

- (vi) Social performance and impact metrics (within 30 (thirty) days from the end of each quarter);
- (vii) Within 45 (forty five) days of the end of each calendar year, the annual monitoring report in the format approved by the Investor Majority, in writing, confirming compliance of ESG Requirements and identifying any non-compliance or failure in respect of the ESG Requirements along with the actions being taken to remedy any such deficiency;
- (viii) Any information/ update required for ensuring compliance with Anti-Corruption Laws and ESG Requirements (within 30 (thirty) days from the end of each quarter);
- (ix) Within 3 (three) Business Days of submission, copies of any documents submitted for the purpose of regulatory compliance, notices received, or reports or notices submitted to any Governmental Authority (including correspondences with Governmental Authorities, including RBI), in each case, apart from any routine regulatory filings and reports and responses to information requests received from RBI which information requests do not reference any material non-compliance (or alleged material non-compliance) by the Company and/or the Subsidiary;
- (x) Within 3 (three) Business Days of the relevant change, copies of any changes to material licenses and any material agreements required for the conduct of the Business, which has an impact of Rs. 1,00,00,000/- (Rupees One Crore only) or above;
- (xi) Details of any incidents which has or is reasonably likely to have material adverse effect on brand and repute of the Company and/or, any of its Subsidiaries, including any death, robbery or unlawful incident with staff or involvement of staff, within 3 (three) days of occurrence of any such incident;
- (xii) Within 3 (three) Business Days, details of any material litigation or judicial proceedings (including proceedings for winding-up or with respect to any notices received under the applicable Laws), proceedings, incidents or material dispute, in each case that materially and adversely impedes or which is likely to materially and adversely affect the Company's and/ or any of its Subsidiary's Business or Assets or otherwise, and shall, for the avoidance of doubt, include any litigation or judicial proceedings, incidents or disputes: (i) having a financial impact of more than INR 5,00,00,000 (Rupees Five Crores only) on the Company or any Subsidiary; (ii) any criminal proceedings against the Company or its Subsidiaries (except any criminal proceedings filed by borrowers against the Company or its Subsidiaries); (iii) any criminal proceedings against the Directors or the directors of the Subsidiary in their capacity as a Director or a director of a Subsidiary; (iv) any criminal proceedings against any of the Key Promoters; (v) any proceedings pursuant to any non-compliance with FEMA or of Anti-Corruption Laws; (vi) proceedings relating to sexual harassment; and (vii) proceedings basis any information/ compliant of a whistle blower etc., and outcome of such proceedings;
- (xiii) Within 7 (seven) Business Days of withdrawal, details of any withdrawal of material banking and/or credit facilities of the Company and/or any of its Subsidiary and a description of the Company's and/or its Subsidiary's efforts to restore adequate banking facilities.
- (xiv) Notices of meetings of the Board, of committees of the Board of the Company, and board of the Subsidiaries of the Company and committees of the board of the Subsidiaries of the Company, along with written agenda specifying the business of such meeting (identifying in reasonable detail the issues to be considered), any explanatory

statements annexed thereto and copies of all papers, strategy notes, presentations, analysis, and other supporting and supplementary documents (as applicable) relevant for the business to be conducted at the concerned meeting, within the timeline provided in these Articles;

- (xv) Notices of meetings of the shareholders of the Subsidiaries of the Company, along with written agenda specifying the business of such meeting (identifying in reasonable detail the issues to be considered), any explanatory statements annexed thereto and copies of all papers, strategy notes, presentations, analysis, and other supporting and supplementary documents (as applicable) relevant for the business to be conducted at the concerned meeting, within the timeline provided in these Articles;
- (xvi) Draft minutes of meetings of Board, committees of the Board and Shareholders of the Company (within 15 (fifteen) days of the concerned meeting);
- (xvii) Draft minutes of meetings of board, committees of the board and shareholders of the Subsidiaries (within 15 (fifteen) days of the concerned meeting);
- (xviii) Within 3 (three) Business Days from the occurrence of any Force Majeure Event, details of any Force Majeure Event or any other event which results in or could result in any Material Adverse Change along with the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Company's and/or any of its Subsidiary's performance and the measures which the Company, concerned Subsidiary and Promoter Group are taking or proposes to take for alleviating the impact of such Force Majeure Event;
- (xix) All material information relating to the Business and affairs of the Company and its Subsidiaries, including about resignation of any member of the Key Management Persons within a maximum period of 2 (two) days of the occurrence or a proposed occurrence (where such occurrence is foreseeable);
- (xx) Cancellation or termination of material contracts and any event which is likely to have a material impact on the Business of the Company and/or its Subsidiary, within 7 (seven) days of the management becoming aware of such change(s) / event(s);
- (xxi) Promptly, copies of any reports, intimations filed by the Company and/or any of its Subsidiary with any relevant securities exchange, regulatory authority, or governmental agency, as may be requested by an Investor from time-to-time;
- (xxii) Promptly, copies of notices, correspondence or directions received from SEBI, the RBI or NHB, provided that if such notices, correspondences or directions mandate that these be kept confidential or if there is any such requirement under applicable Law, such notices, correspondences and directions shall be provided only if permitted by the relevant authority;
- (xxiii) Promptly, details of any violations of or compliance with law and regulation (including KYC, Anti-Corruption Laws, ESG Requirements) relating to the Company and/or its Subsidiaries which has or could reasonably be expected to have a material adverse effect on the business and/or operations of the Investors;
- (xxiv) Promptly, information about occurrence of any fact, circumstance or event that constitutes or could reasonably constitute breach of Article 156.3;
- (xxv) The performance analysis setting out variance between actual operational performance and projected operational performance of the Company, which performance analysis

shall be provided along with each management certified unaudited quarterly financial statements provided by the Company to the Investors pursuant to Article 158.2(iii); and shall be for the period specified in the concerned Financial Statement accompanying the said performance analysis;

- (xxvi) Promptly and, in any case, within 2 Business Days, information about any changes to accounting or Tax policies, or financial or accounting year of the Company and/or any Subsidiary; and
- (xxvii) Such other financial and accounting reports and other information as any Investor may reasonably request.

157.3 The Company shall give full access to the Qualified Investors constituting Investor Majority and their authorised representatives (including their counsel, accountants, auditors and other professional advisors) to jointly visit and inspect, once in a Financial Year, and take copies of all records, reports, books, contracts and commitments of the Company and its Subsidiaries in relation to their properties, Assets, liabilities, corporate and financial affairs, and to discuss and consult their business, operations, actions plans, budgets and finances with the Directors, Key Management Persons, auditors and accountants, upon reasonable notice of not less than 15 (fifteen) Business Days. Costs upto Rs. 20,00,000/- (Rupees Twenty Lakhs only) in aggregate per annum in connection with each such annual inspection, in respect of the Qualified Investors constituting Investor Majority, collectively shall be borne by the Company. All information shared with the Investors and their representatives hereunder shall be subject to the confidentiality obligations set out in Clause 19 (*Confidentiality*) of the Shareholders' Agreement.

157.4 Notwithstanding anything contained in Article 158.3, in the event:

- (i) the Company funded independent annual inspection under Article 158.3 results in any adverse findings or identification of any wrongdoings including in relation to any ESG issues, as determined by any of the Qualified Investors; and/or
- (ii) if the Company fails to provide any information sought for by the Qualified Investors or their representatives under Article 158.3,

157.5 then each of the Qualified Investors shall have the right to conduct the inspection or investigation of the Company and/or the Subsidiaries independently, without any cap and the limitation of annual inspection as set out in Article 158.3, and:

- (i) if more than 1 (one) of the Qualified Investors proposes to concurrently undertake a review which is substantially similar in scope to the other(s), such Qualified Investors shall jointly undertake the said review, and
- (ii) the cumulative costs of the Company under (a) and/or (b) above shall not exceed INR 40,00,000 (Indian Rupees Forty Lakhs only) in one Financial Year.

157.6 Notwithstanding anything contained in Article 158.3 and Article 158.4, each Qualified Investor, at its own costs, shall have the right to visit and inspect, once in a Financial Year, and take copies of all records, reports, books, contracts and commitments of the Company and its Subsidiaries in relation to their properties, Assets, liabilities, corporate and financial affairs (including the Company's compliance with the ESG Requirements), and to discuss and consult their business, operations, actions plans, budgets and finances (including the Company's compliance with the ESG Requirements) with the Directors, Key Management Persons, auditors, legal counsels, accountants and other professional advisors, upon reasonable notice of not less than 15 (fifteen) Business Days. All information shared with the Qualified Investors

and their representatives hereunder shall be subject to the confidentiality obligations set out in Clause 19 (*Confidentiality*) of the Shareholders' Agreement. If more than 1 (one) of the Qualified Investors proposes to concurrently undertake an inspection under this Article 157.6 which is substantially similar in scope to the other(s), such Qualified Investors shall jointly undertake the said review.

157.7 Notwithstanding the Investors ceasing to be Shareholders, the Company and the Subsidiary shall maintain books and records adequately for at least 4 (four) Financial Years or such other higher period of time as may be required under applicable Laws after the Investors cease to own any Securities in the Company (in respect of the period for which the Investors were a holder of Securities) in order to provide the Investors, if so requested by the Investors in writing, with information that is required from the Investors by any Governmental Authority or otherwise required by the Investors in connection with any reporting/filing to be undertaken by the Investors pursuant to applicable Law. The Company and the Subsidiary shall make such books and records available for inspection and copying by the Investors and their respective Affiliates, agents and representatives at reasonable times and upon reasonable notice, in the event any copying and/or inspection of relevant books and records is required to be undertaken by the Investors pursuant the requirement under applicable Law or at the instruction of any Governmental Authority.

157.8 UNITED STATES PASSIVE ACCION COVENANTS

For any years in which Accion or its Affiliates are a Shareholder (directly, indirectly or constructively) in the Company, the Company shall provide and the Key Promoters shall ensure that the Company does provide to Accion or its Affiliates, as the case may be (a) all information reasonably necessary to permit Accion, or its direct or indirect United States beneficial owners, as applicable, to make a "qualified electing fund" election, as defined in Section 1295 of the Code, for Accion and (b) a "PFIC Annual Information Statement" as described in U.S. Treasury Regulation section 1.1295-1 (or in any successor IRS release or U.S. Treasury Regulation), including all representations and statements required by such statement. The Company shall provide the information described above as expeditiously as is reasonably practicable, but not later than it is obligated to provide the Accion Tax Information (defined below) as provided below. In addition, the Company shall provide to Accion any tax information (including information prepared in accordance with U.S. federal income tax principles) regarding the Company ("**Accion Tax Information**") available to the Company, based on its records and reasonable inquiry, that is reasonably requested by Accion as necessary to enable Accion, its direct or indirect beneficial owners or their affiliates to (x) prepare accurately all tax returns (including U.S. federal income tax returns) required to be filed by Accion (or any of its direct or indirect beneficial owners or their affiliates) with respect to its investment in the Securities, and (y) comply with any Tax reporting requirements (including any tax reporting requirements imposed by U.S. federal income tax laws and foreign bank and financial account reporting rules) imposed on Accion (or any of its direct or indirect beneficial owners or their affiliates) as a result of Accion's ownership of the Securities; provided, however, that the Company shall not be required to provide any Tax advice to Accion or any information that is required to be held in confidence. The Company shall provide the Accion Tax Information to Accion no later than 90 (ninety) days after the end of the taxable year (determined in accordance with U.S. federal income tax principles) of the Company.

157.9 UNITED STATES PASSIVE TIAA COVENANTS

For any years in which TIAA or its Affiliates are a Shareholder (directly, indirectly or constructively) in the Company, the Company shall provide and the Key Promoters shall ensure that the Company does provide to TIAA or its Affiliates, as the case may be (a) all information reasonably necessary to permit TIAA, or its direct or indirect United States beneficial owners, as applicable, to make a "qualified electing fund" election, as defined in Section 1295 of the

Code, for TIAA and (b) a “PFIC Annual Information Statement” as described in U.S. Treasury Regulation section 1.1295-1 (or in any successor IRS release or U.S. Treasury Regulation), including all representations and statements required by such statement. The Company shall provide the information described above as expeditiously as is reasonably practicable, but not later than it is obligated to provide the TIAA Tax Information (defined below) as provided below. In addition, the Company shall provide to TIAA any tax information (including information prepared in accordance with U.S. federal income tax principles) regarding the Company (“**TIAA Tax Information**”) available to the Company, based on its records and reasonable inquiry, that is reasonably requested by TIAA as necessary to enable TIAA, its direct or indirect beneficial owners or their affiliates to (x) prepare accurately all tax returns (including U.S. federal income tax returns) required to be filed by TIAA (or any of its direct or indirect beneficial owners or their affiliates) with respect to its investment in the Securities, and (y) comply with any Tax reporting requirements (including any tax reporting requirements imposed by U.S. federal income tax laws and foreign bank and financial account reporting rules) imposed on TIAA (or any of its direct or indirect beneficial owners or their affiliates) as a result of TIAA’s ownership of the Securities; provided, however, that the Company shall not be required to provide any Tax advice to TIAA or any information that is required to be held in confidence. The Company shall provide the TIAA Tax Information to TIAA no later than 90 (ninety) days after the end of the taxable year (determined in accordance with U.S. federal income tax principles) of the Company.

157.10 UNITED STATES PASSIVE NVP COVENANTS

- (i) The Company shall not be with respect to its taxable year during which the Closing occurs, a “passive foreign investment company” within the meaning of Section 1297 of the Internal Revenue Code of 1986, as amended (or any successor thereto). The Company shall use commercially reasonable efforts to avoid being a “passive foreign investment company” within the meaning of Section 1297 of the Internal Revenue Code of 1986, as amended (or any successor thereto). In connection with a “Qualified Electing Fund” election made by an Investor pursuant to Section 1295 of the Internal Revenue Code of 1986, as amended, or a “Protective Statement” filed by any of Investor’s Partners pursuant to Treasury Regulation Section 1.1295-3, as amended (or any successor thereto), the Company shall provide annual financial information to the Investor in the form provided in **Schedule 11** of the Shareholders’ Agreement (or in such other form as may be required to reflect changes in applicable Law) as soon as reasonably practicable following the end of each taxable year of the Company (but in no event later than 60 (sixty) days following the end of each such taxable year), and shall provide the Investors with access to such other Company information as may be required for the purposes of filing United States federal income tax returns of the Investor’s Partners in connection with such “Qualified Electing Fund” election or “Protective Statement”. In the event that the Investor’s Partner who has made a “Qualified Electing Fund” election must include in its gross income for a particular taxable year its pro rata share of the Company’s earnings and profits pursuant to Section 1293 of the United States Internal Code of 1986, as amended (or any successor thereto), the Company shall, subject to applicable Law, make a dividend distribution to the Investors (no later than 60 (sixty) days following the end of the Investors’ taxable year or, if later, 60 (sixty) days after the Company is informed by the Investors that their respective Partners have been required to recognize such an income inclusion) in an amount equal to 50% (fifty per cent) of the amount that would be included by the Investors if the Investors were a “United States person” as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986 and had the Investors made a valid and timely “Qualified Electing Fund” election which was applicable to such taxable year.

- (ii) The Company shall take such actions, including making an election to be treated as a corporation or refraining from making an election to be treated as a partnership, as may be required to ensure that at all times the Company is treated as a corporation for United States federal income tax purposes.
- (iii) The Company shall make due inquiry with its tax advisors and co-operate with the Investors' tax advisors with respect to such inquiry on at least an annual basis regarding whether any Investors' or any Investors' Partners direct or indirect interest in the Company is subject to the reporting requirements of either or both of Sections 6038 and 6038B of the Internal Revenue Code of 1986, and in the event that any Investors' or any Investors' Partners direct or indirect interest in Company is determined by the Investors' tax advisors to be subject to the reporting requirements of either or both of Sections 6038 and 6038B of the Internal Code of 1986, the Company shall, upon a request from an Investor, to provide such information to the Investor may be necessary to fulfil the Investor's or any Investor's Partners obligations thereunder.
- (iv) For purposes of this Article 157.10 (United States Passive NVP Covenants) and **Schedule 11** of the Shareholders' Agreement, the term "Investor's Partners" shall mean each of the Investor's partners and any direct or indirect equity owners of such partners.
- (v) For the avoidance of doubt, nothing contained in this Article 157.10 shall prejudice or restrict the notice, information, inspection and monitoring rights as available to an Investor under Article 156.3(i), including those provided in sub-Articles (G), (H), (I), (J), (K), and (L), provided however that (a) if an Investor qualifies as a Qualified Investor and is entitled to exercise inspection rights under both Article 156.3(i)(L) and Article 158.5, such Investor shall be entitled to exercise its inspection rights only under one of these Articles at any given point in time, and no Investor shall have the right to exercise such inspection rights concurrently under both Articles; (b) exercise of the right under Article 158.5 by a Qualified Investor anytime in a Financial Year shall not prevent or otherwise restrict such Qualified Investor from exercising the right under Article 156.3(i)(L) anytime later in the same Financial Year; and (c) exercise of the right under Article 156.3(i)(L) by a Qualified Investor anytime in a Financial Year shall not prevent or otherwise restrict such Qualified Investor from exercising the right under Article 158.5 anytime later in the same Financial Year.

158. TRANSFER OF SECURITIES

158.1 Restriction on Transfer of Securities

- (i) Notwithstanding anything contained herein, the Promoter Group and Raghu (each a "**Promoter Family Member**" and collectively, "**Promoter Family Members**") shall not Transfer any Securities or any right, title or interest in any Security held by them unless the Transfer is in conformity with the provisions of these Articles.
- (ii) Any Transfer, or attempt to Transfer Securities, by any of the Parties in breach of these Articles shall be null and void *ab initio*, and shall not be binding on the Company and the Company shall not register such Transfer, without necessity of a board decision, and may institute proceedings for this purpose, if required by Law.
- (iii) The Transfer restrictions in these Articles (and subsequently incorporated into the Articles) shall not be capable of being avoided by the holding of Securities indirectly through any other Person, which Person (or its shares or interest or holding) can be Transferred in order to dispose of an interest in the Securities. Further, the Company shall ensure that any Transfer of Securities by the Promoter Family Members in accordance with the terms of these Articles, shall be in compliance with the Integrity

Requirements, as applicable under Law. It is further clarified that the Investors shall be entitled to withhold their consent to such Transfer which is not in compliance with the Integrity Requirements.

- (iv) Any Transfer of Securities by an Employee Shareholder shall be subject to the provisions of Article 158.4 (*Right of First Offer*).
- (v) Notwithstanding anything contained in these Articles, but subject to Article 158.3(ii), none of the Shareholders shall be entitled to Transfer the Securities held by them to a Competitor, save and except that the Investors shall be entitled to Transfer the Securities held by them to a Competitor (not being an Excluded Person) after the Exit Date or upon occurrence of an Event of Default.
- (vi) Notwithstanding anything contained in these Articles, none of the Shareholders shall be entitled to Transfer the Securities held by them to an Excluded Person.

158.2 Regulatory Approvals

- (i) Notwithstanding anything to the contrary provided within these Articles, if due to the exercise of the rights granted to the Investor or any other sections within these Articles, if intimation to and/or approval from a Governmental Authority is required by an Investor and/or a proposed transferee of the Securities held by an Investor, then the Company and the Key Promoters shall reasonably cooperate with the Investor and/or such proposed transferee in procuring such approvals and where the Company needs to make an intimation to a Governmental Authority, it shall make such intimation.
- (ii) Where any Investor requires Authorisations for an acquisition or Transfer of the Securities held by such Investor pursuant to these Articles, then, notwithstanding any other provision of these Articles, the Investor concerned shall only be obliged to acquire or Transfer the relevant Securities held by the said Investor once such consent or approval is obtained.
- (iii) It is further provided that in order to fulfil the requirements within this Article 158.2 (*Regulatory Approvals*), the timelines specified within these Articles will accordingly be extended.

158.3 Transfer by the Promoter Family Members

- (i) Lock in: Except as specifically permitted under Article 158.3(ii) or Article 158.3(iv), the Promoter Family Members shall not, and shall cause their Affiliates (which hold Securities) to not, jointly or individually and directly or indirectly, Transfer any of the Securities held by them to, or create Encumbrance on any Securities of the Company in favour of, any Person, or otherwise use the Securities as collateral or for any other purposes which could result in a voluntary or involuntary Transfer of such Securities or any part thereof to any Person, without prior consent of the Investor Majority.
- (ii) Promoter Permitted Transfer: The restriction on Transfer of Securities by the Promoter Family Members set out in Article 158.3(i) (*Lock in*), Article 158.1(v), and Article 158.6 (*Investor Tag Along Rights*) shall not be applicable in relation to any Transfer of Securities or creation of Encumbrance on Securities by Promoter Family Member(s) to any Third Party (not being a Competitor or a Restricted Pledgee (as applicable), an Excluded Person or any Person on the willful defaulters list provided by RBI); provided that:

- (A) the aggregate of Securities Transferred and/or Encumbered by the Promoter Family Members pursuant to this Article 158.3(ii), whether in single or multiple tranches, shall not, cumulatively, exceed such number of Equity Shares representing 7% (Seven Percent) of the cumulative Share Capital (on an Fully Diluted Basis) held by the Promoter Family Members as on Closing Date (“Promoter Family Member Liquidity Shares”);
- (B) in case of a Transfer of the Promoter Family Member Liquidity Shares:
such Transfer will be subject to the provisions of Article 158.5 (*Right of First Offer*), and
 - (1) the Third Party transferee concerned shall have executed the Deed of Adherence, and the Promoter Group shall place the duly executed copy of Deed of Adherence before the Board simultaneous to any such Transfer of Securities by the Promoter Family Members;
 - (2) where the Third Party transferee is not an Affiliate of any of the Promoters Family Members, such Third Party transferee shall be subject to, and required to comply with, all obligations, covenants and undertakings under these Articles as applicable to a Shareholder (not being an Investor, a Key Promoter or a Promoter) under these Articles.
- (C) in case of creation of an Encumbrance of the Promoter Family Member Liquidity Shares:
 - (1) such creation of Encumbrance shall be permitted only in favour of Persons who are not Restricted Pledges;
 - (2) such creation of Encumbrance shall be permitted only where the pledgee agrees (in writing) with the Investors to provide a right of first offer to the Investors to acquire the pledged Securities in the event of an invocation of the pledge, and the provisions of Article 158.5 (*Right of First Offer*) shall apply *mutatis mutandis* to such right of first offer;
 - (3) if any of the Promoter Family Member Liquidity Shares remain Encumbered at the time when a Drag Along Right is exercised by the Dragging Investors pursuant to Article 163.4, if so required by the Dragging Investors, the relevant Promoter Family Member who has Encumbered any Promoter Family Member Liquidity Share shall cause the release of such Encumbrance and ensure that such Encumbrance is vacated; and
 - (4) the relevant Promoter Family Member (who proposes to Encumber the Promoter Family Member Liquidity Shares) shall provide a prior written intimation in this regard to the Investors.
- (iii) The Company shall not register any Transfer or Encumbrance in respect of the Securities owned by the Promoter Family Members in violation of the provisions of Articles 158.3(i) and 158.3(ii) above.
- (iv) Unless otherwise agreed (in writing) between the Promoters and the Investors, apart from the Transfers set out in Article 158.3(ii) above, the Promoter Family Members may Transfer Securities only with the prior consent of the Investor Majority for such

Transfer, and any such Transfer shall be additionally subject to Article 158.4 (*Right of First Offer*) and Article 158.5 (*Investor Tag Along Right*).

158.4 Right of First Offer

- (i) In the event any Promoter Family Member (having obtained the prior consent of the Investor Majority in accordance with Article 158.3(iv) above for undertaking such Transfer, if applicable) or Employee Shareholder (each, a "**ROFO Seller**"), intends to Transfer any of its Securities ("**ROFO Securities**") to any Person, each ROFO Right Holder (as applicable) shall have the right to purchase the ROFO Securities in accordance with the provisions of this Article 158.4 ("**Right of First Offer**").
- (ii) The ROFO Seller shall serve a written notice to the ROFO Right Holders stating its intention to Transfer the ROFO Securities, and specifying the number of the ROFO Securities it proposes to Transfer ("**ROFO Seller Transfer Notice**").
- (iii) Upon the receipt of the ROFO Seller Transfer Notice, each ROFO Right Holder shall be entitled to respond to the ROFO Seller Transfer Notice in writing (such notice, "**ROFO Holder Exercise Notice**"), within the relevant Offer Period stating therein: (x) the offer to purchase all (and not less than all) of the ROFO Securities; and (y) the price offered per ROFO Security ("**ROFO Price**").
- (iv) Without prejudice to the right of the ROFO Right Holders under sub-Article (iii) above, the Investors shall have the right (but not an obligation) to jointly issue a ROFO Holder Exercise Notice stating therein: (x) the offer to purchase all (and not less than all) of the ROFO Securities, in aggregate; and (y) the ROFO Price ("**Joint Offer**").
- (v) In the event that only 1 (one) ROFO Holder Exercise Notice has been issued prior to the expiry of the relevant Offer Period, then the ROFO Seller may, by written notice ("**ROFO Acceptance Notice**") within 15 (fifteen) days of the expiry of the relevant Offer Period ("**ROFO Acceptance Period**"), confirm to the relevant ROFO Right Holder(s) as per the ROFO Holder Exercise Notice, its acceptance to the ROFO Price.
- (vi) In the event that more than 1 (one) ROFO Holder Exercise Notice has been issued prior to the expiry of the relevant Offer Period then the ROFO Seller shall be entitled to accept the highest proposed ROFO Price in all of the ROFO Holder Exercise Notices; provided, however, that if more than 1 (one) ROFO Holder Exercise Notice offer the same ROFO Price that is higher than the ROFO Price offered by the other ROFO Right Holders, and if such ROFO Price is acceptable to the ROFO Seller, then the ROFO Seller shall issue a ROFO Acceptance Notice to each such ROFO Right Holder within the ROFO Acceptance Period, agreeing to sell such ROFO Securities to each such ROFO Right Holder in proportion to their *inter se* holding in the Share Capital (on an As If Converted Basis).
- (vii) If the ROFO Seller serves a ROFO Acceptance Notice, it shall constitute a binding and irrevocable obligation on the ROFO Seller and the ROFO Right Holder(s) to consummate the Transfer of the ROFO Securities within a period of 30 (thirty) days from the date of the ROFO Acceptance Notice ("**ROFO Payment Period**") at the ROFO Price.
- (viii) If the ROFO Securities are not transferred by the ROFO Seller to the ROFO Right Holder(s) within the ROFO Payment Period for any reason other than reasons solely attributable to the ROFO Right Holder(s), the ROFO Seller Transfer Notice shall lapse with immediate effect and the provisions of this Article 158.4 shall apply *de novo* to

any proposed Transfer of the ROFO Securities by the ROFO Seller, including the requirement for the ROFO Seller to issue a fresh ROFO Seller Transfer Notice.

- (ix) In the event that:
- (A) no ROFO Right Holder responds to the ROFO Seller Transfer Notice within the Offer Period; or (B) the Transfer of the ROFO Securities does not take place within the ROFO Payment Period, due to reasons solely attributable to the ROFO Right Holder(s), then the Right of First Offer shall lapse (in case of sub-Article (A) herein, with respect to the ROFO Right Holder who fails to respond to the ROFO Seller Transfer Notice within the Offer Period) and the ROFO Seller shall, subject to Article 158.5 (*Investor Tag Along Right*), be free to Transfer all (but not less than all) of the ROFO Securities to a Third Party (“**Intended Purchaser**”) at any price.
 - (B) one or more ROFO Holder Exercise Notices have been served on the ROFO Seller but the ROFO Price is not acceptable to the ROFO Seller, then, subject to Article 158.5 (*Investor Tag Along Right*), the ROFO Seller shall be free to Transfer all (but not less than all) of the ROFO Securities to the Intended Purchaser at a price which shall be more than the highest ROFO Price proposed in the ROFO Holder Exercise Notice(s).

in each case, within 90 (ninety) days from the date of expiry of the Offer Period (in case of (i)(A) and (ii) above) or the ROFO Payment Period (in case of (i)(B) above), as applicable (“**Intended Purchaser Transfer Period**”).

- (x) Notwithstanding anything contained in these Articles where the ROFO Sellers are the Promoter Family Members and the Intended Purchaser (pursuant to Article 158.4 above) is a Financial Investor:
- (A) such Intended Purchaser shall be entitled to the following rights available to an ‘Investor’: (A) Article 158.4 (*Right of First Offer*), and (B) Article 158.5 (*Investor Tag Along Rights*), provided that the shareholding of the Intended Purchaser on a Fully Diluted Basis is above 7.5% (seven point five percent);
 - (B) such Intended Purchaser shall be entitled to rights available to an ‘Investor’ in Article 158.2;
 - (C) such Intended Purchaser shall be entitled to rights available to an ‘Investor’ to participate in (but not provide any consent to) an exit in accordance with Article 162 (*Exit Right*) provided that the shareholding of the Intended Purchaser on a Fully Diluted Basis is above 4% (four percent);
 - (D) the Parties shall, in good faith, mutually discuss and agree on any additional rights (as available to an ‘Investor’) to be provided to such Intended Purchaser;
 - (E) the Intended Purchaser shall not be bound by any of the obligations applicable to the Promoter Family Members under these Articles; and
 - (F) the rights proposed to be provided to the Intended Purchaser in accordance with this Article 158.4(x) shall not result in any duplicity or multiplicity of rights available to the Promoter Family Member in terms of these Articles.
- (xi) At the closing of Transfer of ROFO Securities to the ROFO Right Holder(s) in terms of this Article 158.4, the ROFO Seller shall issue delivery instructions to its depository

participant instructing the depository participant to transfer the ROFO Securities to the designated dematerialised securities account of the relevant ROFO Right Holder(s). The ROFO Securities so transferred shall be free and clear of any Encumbrance, except the restrictions under these Articles which are applicable to other Securities held by ROFO Right Holder(s).

- (xii) The ROFO Right Holder(s) shall be entitled to assign to any of their respective Affiliates, the right to acquire the ROFO Securities pursuant to this Article 158.4 (*Right of First Offer*).
- (xiii) Notwithstanding anything contained in these Articles, if the Investors form a reasonable opinion upon receipt of the ROFO Seller Transfer Notice that the Intended Purchaser is not of the right antecedents and/or that such Person being a Shareholder/Security holder may cause any reputational or other risk to the Company, then the Investors shall intimate the same to the ROFO Seller within 15 (fifteen) days of the receipt of the ROFO Seller Transfer Notice, and upon such intimation by the Investors, the ROFO Seller shall not Transfer the ROFO Securities to said Intended Purchaser in any manner whatsoever. For the purpose of this Article 158.4(xiii), "reputational or other risk" shall mean where any transferee is on the IFC negative list and in case where the transferee is a high net worth individual and is convicted of (and no appeal is pending and stayed against such conviction) any criminal offence (other than a traffic violation or similar offence).

158.5 Investor Tag Along Right

- (i) In the event that: (i) the ROFO Seller is a Promoter Family Member, and (ii) such ROFO Seller (being a Promoter Family Member) intends to Transfer the ROFO Securities (not being Promoter Family Member Liquidity Shares) ("**Tag Offered Securities**") to an Intended Purchaser in accordance with Article 158.4(i) ("**Tag Along Transferee**"), after complying with the provisions of Article 158.4 above, the ROFO Seller shall, at least 40 (forty) days prior to sale of the ROFO Securities by such ROFO Seller to the Tag Along Transferee, notify each Investor (and their respective Affiliates holding any Securities) (each, a "**Tag Right Holder**") about its decision to Transfer the Tag Offered Securities to the Tag Along Transferee ("**Tag Offer Notice**"). The Tag Offer Notice shall comprise:
 - (A) the number of Tag Offered Securities;
 - (B) the price per Tag Offered Security, along with the details of the entire consideration, offered by the Tag Along Transferee to the Promoter Family Member in respect of the Tag Offered Securities ("**Tag Offer Price**"), along with an undertaking that the Tag Offer Price comprises of the entire consideration offered by the Tag Along Transferee in respect of the Tag Offered Securities, and the Promoter Family Members are not entitled to any additional consideration or reward of any nature whatsoever over and above the Tag Offer Price in respect of the Transfer of the Tag Offered Securities, (including by way of non-compete fee, technical collaboration fee, consideration for goodwill or otherwise) all terms and conditions, including the terms of payment, in respect of such proposed Transfer (hereinafter being collectively referred to as the "**Tag Along Terms**");
 - (C) all supporting documents and information (including any contracts or agreements proposed to be entered into between the Promoter Family Members and the Tag Along Transferee) with respect to the proposed Transfer; and

- (D) a confirmation that the Tag Along Transferee has been made aware that the ROFO Right Holders have a tag along right in respect of the Tag Offered Securities.
- (ii) Upon receipt of the Tag Offer Notice, the Tag Right Holders shall have the right, but not an obligation, to exercise tag-along right and Transfer up to such number of Securities held by the Tag Right Holders as more particularly specified in Article 158.5(iii), on the Tag Along Terms, along and simultaneous with the Transfer of the Tag Offered Securities by the Promoter Family Members, to the Tag Along Transferee ("**Tag Along Right**") by issuing a written notice for exercise of Tag Along Right to the ROFO Seller ("**Tag Along Acceptance Notice**"), within a period of 25 (twenty five) days of receipt of the Tag Offer Notice ("**Tag Along Acceptance Period**"), and specifying therein the number of Securities the Tag Right Holders intend to Transfer to the Tag Along Transferee ("**Tag Along Securities**").
- (iii) The Tag Right Holders shall be entitled to tag along and transfer following Securities to the Tag Along Transferee as Tag Along Securities pursuant to exercise of Tag Along Right:
- (A) Except in the case of (ii) below, such number of Securities held by each Tag Right Holder, as is determined by multiplying the number of total Securities of such Tag Right Holder calculated on a Fully Diluted Basis, by a fraction, (x) the numerator of which shall be the number of Tag Offered Securities, and (y) the denominator of which shall be the total number of Securities then held by the ROFO Seller; and
- (B) where Securities proposed to be transferred by the ROFO Seller (and, if more than 1 (one) ROFO Seller proposes to Transfer Securities as part of the same or inter-connected transaction(s), then the Securities proposed to be Transferred by all ROFO Sellers in such transaction(s) in aggregate) and the Tag Right Holders to the Tag Along Transferee would result in a change of Control of the Company, up to all of the Securities held by the Tag Right Holders.
- (iv) The Tag Along Acceptance Notice shall constitute a binding obligation: (i) on the Promoter Family Members to ensure that the Tag Along Transferee purchases the Tag Along Securities, and (ii) on the Tag Right Holder to Transfer the Tag Along Securities to the Tag Along Transferee on the Tag Along Terms, simultaneously with the Tag Offered Securities, and in accordance with the Tag Along Terms.
- (v) If any Tag Right Holder issues the Tag Along Acceptance Notice, the closing of any purchase of the Tag Along Securities of such Tag Right Holder by the Tag Along Transferee from the Tag Right Holder shall take place simultaneously with the closing of the purchase of Tag Offered Securities by the Tag Along Transferee from the Promoter Family Members, which shall in no case be later than 15 (fifteen) days from the receipt of the Tag Along Acceptance Notice by the Promoter Family Members ("**Tag Along Transfer Period**").
- (vi) At the closing of sale of Tag Along Securities to the Tag Along Transferee in terms of this Article 158.5, the relevant Tag Right Holders, subject to receipt of the consideration from the Tag Along Transferee in respect of the Tag Along Securities, shall issue delivery instructions to its depository participant instructing the depository participant to transfer the Tag Along Securities to the concerned Tag Along Transferee's designated dematerialised securities account, as the case may be.

- (vii) The Tag Right Holders shall only make standard representations and warranties regarding the Tag Right Holders' rights, title and interest in the Tag Along Securities, and the Tag Right Holders shall not be required to provide any other representation, covenants or undertakings, or incur any obligations to the Tag Along Transferee or any Person, including any other representation, covenants or undertakings in respect of the business and operations of the Company and/or any Subsidiary.
- (viii) If the Tag Along Transferee is not willing to purchase all and not less than all the Tag Along Securities from the Tag Right Holders, then the Promoter Family Members shall not be entitled to Transfer any of the Tag Offered Securities to the Tag Along Transferee.
- (ix) Any Tag Along Transferee purchasing the Tag Along Securities in accordance with this Article 158.5 shall deliver at such closing, payment in full for the Tag Along Securities to their respective holders in accordance with the Tag Along Terms. At such closing, all of the parties to the transaction shall execute such additional documents as may be legally necessary to effect the sale of relevant Securities to the Tag Along Transferee.
- (x) In the event that the Tag Along Acceptance Notice is not delivered by any of the Tag Right Holders prior to expiry of the Tag Along Acceptance Period; the Tag Along Right will lapse, and the Promoter Family Members shall thereafter be free to dispose off the Tag Offered Securities within Intended Purchaser Transfer Period, *provided however that* it shall not sell the Tag Offered Securities: (i) to any Person other than the Tag Along Transferee; (ii) for a consideration higher than the Tag Offer Price; and (iii) to the Tag Along Transferee on terms more favourable than the Tag Along Terms.
- (xi) In the event that: (i) the Transfer of the Tag Along Securities and the Tag Offered Securities to the Tag Along Transferee is not completed within the Tag Along Transfer Period; or (ii) the Transfer of the Tag Offered Securities is not completed within the Intended Purchaser Transfer Period pursuant to and in accordance with Article 158.5(x) above, the Tag Offer Notice and the Tag Along Acceptance Notice (if any), as the case may be, shall lapse and the provisions of Articles 158.4 and 158.5 shall apply *de novo* to any proposed Transfer of Securities by the ROFO Seller(s).

158.6 Investor Transfer/Encumbrance

- (i) Subject to Articles 158.1(v) and 158.1(vi), the Investors shall be free to Transfer the Investor Securities to any Person (including their respective Affiliates) without any restriction whatsoever, subject to such Person executing a Deed of Adherence.
- (ii) Notwithstanding anything to the contrary stated in the Transaction Documents, there shall be no obligation whatsoever on the Investors to provide any debt or other form of financial assistance to the Company or to provide any guarantees in relation to any debt or financial assistance to be obtained by the Company, from any other Person. Further, the Investor Securities shall not be offered or required to be offered as collateral to secure any loans or borrowings obtained by the Company from any banks, financial institutions, non-banking financial companies or otherwise, and hence no Encumbrance shall be created for this purpose over the Investor Securities at any time during the subsistence of these Articles.
- (iii) In the event Accion and TIAA jointly Transfer any or all of the Securities held by Accion and TIAA to a single purchaser (such purchaser, the "**Existing Investor Transferee**"), Accion and TIAA shall be entitled to assign their rights under these

Articles along with such Transfer of Securities to such Existing Investor Transferee; as follows:

- (A) If (a) subsequent to such Transfer of Securities, Accion continues to hold such percentage of the Share Capital which is equal to or more than the Qualified Investor Threshold; and (b) pursuant to such Transfer of Securities, the Existing Investor Transferee acquires at least 7.5% (Seven Point Five percent) of the Share Capital (on a Fully Diluted Basis) from Accion and TIAA, then, subject to Article 158.6(vi) below, the right to be classified as a 'Qualified Investor' and the right to form part of Investor Majority shall be exercisable by both Accion and such Existing Investor Transferee, individually;
 - (B) If (a) subsequent to such Transfer of Securities, each of Accion and TIAA cease to hold such percentage of the Share Capital which is equal to or more than the Qualified Investor Threshold; and (b) pursuant to such Transfer of Securities, the Existing Investor Transferee acquires at least 7.5% (Seven Point Five percent) of the Share Capital (on a Fully Diluted Basis) from Accion and TIAA, then the right to be classified as a 'Qualified Investor' and the right to form part of Investor Majority shall be exercisable by such Existing Investor Transferee only (and neither Accion nor TIAA shall be entitled to such rights, subsequent to such Transfer of Securities);
 - (C) If, pursuant to such Transfer of Securities, the Existing Investor Transferee acquires at least 9% (Nine Percent) of the Share Capital (on a Fully Diluted Basis) from Accion and TIAA, then the Key Rights shall be exercisable by such Existing Investor Transferee only (and neither Accion nor TIAA shall be entitled to the Key Rights, subsequent to such Transfer of Securities).
- (iv) In the event IBEF and/or MOWL Transfer any or all of the Securities held by IBEF and/or MOWL to a single purchaser (such purchaser, the "**IBEF and MOWL Transferee**"), IBEF and/or MOWL, as applicable, shall be entitled to assign their rights under these Articles along with such Transfer of Securities to such IBEF and MOWL Transferee; as follows:
- (A) If (a) subsequent to such Transfer of Securities, IBEF and MOWL, jointly, continue to hold such percentage of the Share Capital which is equal to or more than the Qualified Investor Threshold; and (b) pursuant to such Transfer of Securities, the IBEF and MOWL Transferee acquires at least 7.5% (Seven Point Five percent) of the Share Capital (on a Fully Diluted Basis) from IBEF and/or MOWL (as applicable), then, subject to Article 158.6(vi) below, the right to be classified as a 'Qualified Investor', the right to form part of Investor Majority and the right to form part of the Key Shareholder Majority shall be exercisable by both IBEF and such IBEF and MOWL Transferee, individually;
 - (B) If (a) subsequent to such Transfer of Securities, IBEF and MOWL cease to collectively hold such percentage of the Share Capital which is equal to or more than the Qualified Investor Threshold; and (b) pursuant to such Transfer of Securities, the IBEF and MOWL Transferee acquires at least 7.5% (Seven Point Five percent) of the Share Capital (on a Fully Diluted Basis) from IBEF and/or MOWL (as applicable), then the right to be classified as a 'Qualified Investor', the right to form part of Investor Majority and the right to form part of the Key Shareholder Majority shall be exercisable by such IBEF and MOWL Transferee only (and neither IBEF nor MOWL shall be entitled to such rights, subsequent to such Transfer of Securities);

- (C) If (a) subsequent to such Transfer of Securities, IBEF and MOWL, jointly, continue to hold such percentage of the Share Capital which is equal to or more than the Qualified Investor Threshold; and (b) pursuant to such Transfer of Securities, the IBEF and MOWL Transferee acquires at least 9% (Nine Percent) of the Share Capital (on a Fully Diluted Basis) from IBEF and/or MOWL (as applicable), then the Key Rights shall be exercisable by both IBEF and such IBEF and MOWL Transferee, individually; and
- (D) If (a) subsequent to such Transfer of Securities, IBEF and MOWL cease to collectively hold such percentage of the Share Capital which is equal to or more than the Qualified Investor Threshold; and (b) pursuant to such Transfer of Securities, the IBEF and MOWL Transferee acquires at least 9% (Nine Percent) of the Share Capital (on a Fully Diluted Basis) from IBEF and/or MOWL (as applicable), then the Key Rights shall be exercisable by such IBEF and MOWL Transferee only (and neither IBEF nor MOWL shall be entitled to the Key Rights, subsequent to such Transfer of Securities).

Provided, however, that, notwithstanding anything contained in this Article 158.6(iv), the right to be classified as a Qualified Investor and the right to form part of Investor Majority and/or the Key Shareholder Majority (as applicable) and/or the right to exercise Key Rights, as the case may be, pursuant to this Article 158.6(iv), shall not be permitted to be granted to, or otherwise be exercisable by, more than one IBEF and MOWL Transferee in any circumstance whatsoever.

- (v) In the event NVP Transfers any or all of its Securities to a single purchaser (such purchaser, the "**NVP Transferee**"), NVP shall be entitled to assign its rights under these Articles along with such Transfer of Securities to such NVP Transferee; as follows:
 - (A) If (a) subsequent to such Transfer of Securities, NVP continues to hold such percentage of the Share Capital which is equal to or more than the Qualified Investor Threshold; and (b) pursuant to such Transfer of Securities, the NVP Transferee acquires at least 7.5% (Seven Point Five percent) of the Share Capital (on a Fully Diluted Basis) from NVP, then, subject to Article 158.6(vi) below, the right to be classified as a 'Qualified Investor', the right to form part of Investor Majority and the right to form part of the Key Shareholder Majority shall be exercisable by both NVP and such NVP Transferee, individually;
 - (B) If (a) subsequent to such Transfer of Securities, NVP ceases to hold such percentage of the Share Capital which is equal to or more than the Qualified Investor Threshold; and (b) pursuant to such Transfer of Securities, the NVP Transferee acquires at least 7.5% (Seven Point Five percent) of the Share Capital (on a Fully Diluted Basis) from NVP, then the right to be classified as a 'Qualified Investor', the right to form part of Investor Majority and the right to form part of the Key Shareholder Majority shall be exercisable by such NVP Transferee only (and NVP shall not be entitled to such rights, subsequent to such Transfer of Securities);
 - (C) If (a) subsequent to such Transfer of Securities, NVP ceases to hold such percentage of the Share Capital which is equal to or more than the Qualified Investor Threshold; and (b) pursuant to such Transfer of Securities, the NVP Transferee acquires at least 9% (Nine Percent) of the Share Capital (on a Fully Diluted Basis) from NVP, then the Key Rights shall be exercisable by such NVP Transferee only (and NVP shall not be entitled to the Key Rights, subsequent to such Transfer of Securities).

- (vi) In the event a Transfer of Securities contemplated under Articles 158.6(iii), 158.6(iv) and 158.6(v) above will result in more than 4 (four) Persons being classified as Qualified Investors, the parties to the Shareholders' Agreement shall, prior to consummation of such Transfer, engage in good faith discussions and mutually agree on revisions required to be made to these Articles in relation to the consent requirements for the Investor Majority and the Key Shareholder Majority.
- (vii) It is hereby clarified that nothing in Articles 158.6(iii), 158.6(iv) and 158.6(v) above shall limit any rights under the Act available to a Shareholder.
- (viii) It is clarified that, notwithstanding any to the contrary contained in these Articles, but subject to Article 167.3, upon any Transfer of any (but not all) of the Securities by an Investor, all rights (other than the Key Rights, the right to classified as a 'Qualified Investor' and the right to form part of Investor Majority and/or the Key Shareholder Majority (as applicable) as a Qualified Investor) under these Articles shall be exercisable individually by both the transferor Investor and the transferee acquiring Securities from such Investor, at their sole discretion.
- (ix) It is further clarified that in the event an Investor Transfers all of its Securities to 1 (one) or more purchasers, then such transferee(s) shall thereafter be solely entitled to exercise all rights under these Articles (other than the Key Rights, the right to classified as a 'Qualified Investor' and the right to form part of Investor Majority and/or the Key Shareholder Majority (as applicable) as a Qualified Investor) under these Articles, which shall be exercisable by such transferee(s) subject to Articles 158.6(iii) to 158.6(vi) above).

158.7 Deed of Adherence

Any Transfer of Securities by any Shareholder in accordance with these Articles shall be subject to the transferee of such Securities executing a Deed of Adherence. Each Shareholder (where such Shareholder is transferring Securities) shall lodge an executed copy of the Deed of Adherence with the Company, immediately upon its execution.

159. ANTI-DILUTION AND PRE-EMPTIVE RIGHTS

159.1 Any issuance or allotment of any Securities by the Company shall be subject to the provisions of this Article 159.

159.2 Investors' Shareholding Percentage to be maintained

- (i) The Company and the Key Promoters shall ensure that the aggregate percentage of the Investor Securities in the Company, on a Fully Diluted Basis, immediately prior to any action of stock split, stock dividend, consolidation, adjustment, reconstruction, corporate re-organization or such similar action by the Company, shall not reduce post consummation of such action.
- (ii) In the event the Company undertakes any internal restructuring of the Subsidiaries, the rights of the Shareholders as set out in these Articles shall apply *mutatis mutandis* to the resultant entity pursuant to such restructuring in which the Shareholders end up becoming direct shareholders pursuant to such restructuring.

159.3 Pre-Emptive Rights

- (i) Subject to the provisions of Article 155.5 (*Reserved Matters*), in the event of issue of Securities ("**Dilution Instruments**") other than an Exempted Issuance ("**Fresh**

Offering"), the Company shall first offer, and the Key Promoters shall cause the Company to offer, such Dilution Instruments to the Investors and the Promoter Group (collectively "**Pre-Emptive Right Holders**"), in inter-se proportion to their respective shareholding percentage in the Share Capital (on an As If Converted Basis) immediately prior to the Fresh Offering ("**Entitlement Securities**"), in accordance with the provisions of the Act ("**Pre-Emptive Right**").

- (ii) The Fresh Offering shall be carried out by the Company by issuing a written notice to the Pre-Emptive Right Holders ("**Issuance Notice**") setting forth in detail the terms of the Fresh Offering, including:
 - (A) the price ("**Issuance Price**") and other terms (if any) upon which the Dilution Instruments are proposed to be issued;
 - (B) the time period for subscribing to such Dilution Instruments, which shall not be less than 30 (thirty) days from the date of the receipt of the Issuance Notice ("**Subscription Period**"); and
 - (C) the number of Dilution Instruments and the number of Entitlement Securities.
- (iii) If any Pre-Emptive Right Holder is desirous of exercising the Pre-Emptive Right, then such Pre-Emptive Right Holder shall inform the Company in writing ("**Pre-Emptive Notice**") within a period of 21 (twenty-one) days from the date of receipt by the concerned Pre-Emptive Right Holder of the Issuance Notice, stating its desire to exercise the Pre-Emptive Right and specifying the number of the Entitlement Securities to which it proposes to subscribe ("**Accepted Securities**"). It is hereby clarified that each Pre-Emptive Right Holder shall be entitled to subscribe to the whole or a part of its Entitlement Securities.
- (iv) The Pre-Emptive Right Holders may exercise the Pre-Emptive Right either by themselves or through their respective Affiliate(s), subject to such Affiliate(s) executing a Deed of Adherence.
- (v) If any Pre-Emptive Right Holder issues a Pre-Emptive Notice, then on the date of expiry of the Subscription Period, the Company shall issue, and the relevant Pre-Emptive Right Holder and/or its Affiliates (as the case may be) shall pay for and subscribe to, simultaneously along with other Pre-Emptive Right Holder(s) who have issued the Pre-Emptive Notice(s), the Accepted Securities at the Issuance Price and on the terms set out in the Issuance Notice;
- (vi) Except as otherwise provided in this Article, failure by any of the Pre-Emptive Right Holders to either: (i) issue the Pre-Emptive Notice within the time period specified in Article 159.3(iii) above; or (ii) remit the consideration for the Accepted Securities to the Company in accordance with Article 159.3(v) above, shall be deemed a waiver by such Pre-Emptive Right Holder of its rights under this Article 159.3 with respect to such Fresh Offering, and the Company shall be entitled to issue the Dilution Instruments (to the extent not subscribed by the Pre-Emptive Right Holders in accordance with this Article 159.3) to any Person (not being a Competitor, an Excluded Person or any Person on the willful defaulters list provided by RBI) ("**Potential Investor**") within 75 (seventy five) days of the issuance of the Issuance Notice for a consideration which is not lower than the Issuance Price and on the same terms that were specified in the Issuance Notice. Provided that, if any of the Pre-Emptive Right Holders fail to issue the Pre-Emptive Notice required under this Article 159.3 solely because of the Company's failure to issue the Issuance Notice in accordance with Article 159.3(ii), then the Company shall not issue Securities to the Potential Investor

pursuant to this Article 159.3 and, if purported to be issued, such issuance of Securities shall be void.

- (vii) In the event that the Dilution Instruments are not issued within the Subscription Period or time period specified in sub-Article (vi) above, the right of the Company to make the Fresh Offering shall lapse and the provisions of this Article 159.3 shall once again apply to any subsequent issuance of Securities.
- (viii) In any future fund-raising round, the Company shall make commercially reasonable efforts to ensure that at least 25% (twenty five percent) of the said round would comprise of a secondary component.

159.4 Anti-Dilution Rights

- (i) Subject to Article 155.5 (*Reserved Matters*), in the event the Company proposes to undertake a Fresh Offering at a price per Security (as determined in accordance with Article 159.4(iv) below) that is less than:
 - (A) the 2025 Fundraise Price (such Fresh Offering, the “**Dilutive Issuance 1**”), the holders of the 2025 Subscription Shares and the 2025 SPA Securities (such Securities, the “**2025 Anti-Dilution Securities**”) shall be entitled to a broad-based weighted average anti-dilution protection in accordance with the terms and procedure described in **Annexure 2**; and
 - (B) the 2023 Fundraise Price (such Fresh Offering, the “**Dilutive Issuance 2**”), the holders of the 2023 Subscription Securities (such Securities, the “**2023 Anti-Dilution Securities**”) shall be entitled to a broad-based weighted average anti-dilution protection in accordance with the terms and procedure described in Schedule 13 (*Broad Based Anti-Dilution Protection*) of the Shareholders’ Agreement. For the avoidance of doubt, the occurrence of Dilutive Issuance 2 shall necessarily result in the occurrence of Dilutive Issuance 1, and, accordingly, upon occurrence of Dilutive Issuance 2, the 2025 Anti-Dilution Securities shall be entitled to a broad-based weighted average anti-dilution protection in accordance with the terms and procedure described in Schedule 13 (*Broad Based Anti-Dilution Protection*) of the Shareholders’ Agreement.
- (ii) If the Company proposes to undertake a Dilutive Issuance, (i) the Company shall notify the holders of the relevant Anti-Dilution Securities of the extent of adjustment required (calculated in accordance with the terms and procedure in Schedule 13 (*Broad Based Anti-Dilution Protection*)) of the Shareholders’ Agreement; and (ii) the Company undertake such Dilutive Issuance only after the holders of the Anti-Dilution Securities and the Company have agreed upon the extent of adjustment required and the manner to give effect to the adjustment. It is clarified that in the event there is a difference of opinion between the Company and the holders of Anti-Dilution Securities (as relevant), the Company shall not undertake such Dilutive Issuance.
- (iii) The Company and the Key Promoters shall undertake all such actions and do all such things as may be required by the holders of Anti-Dilution Securities (as relevant), including: (i) entering into any contractual arrangements, (ii) supporting all such decisions and actions, exercising his respective voting and other rights to ensure that all the necessary, required or requested resolutions are validly passed, to give effect to the provisions of this Article 159.4, and shall make necessary statutory filings, update the statutory registers of the Company and provide the holders of Anti-Dilution Securities (as relevant) with certificates evidencing title to the Securities of the Company to reflect such actions.

- (iv) For the purposes of Article 159.4, the price per Security at which the Fresh Offering is proposed to be made (“**Lower Price**”) shall be determined as follows:
- (A) If the Dilution Instruments proposed to be issued are solely Equity Shares, the Lower Price shall be obtained by dividing the aggregate amount proposed to be paid by the subscriber(s) (“**Offeree(s)**”) pursuant to the Dilutive Issuance by the total number of Equity Shares proposed to be subscribed to by the Offeree(s);
 - (B) In case of any other Dilution Instruments (other than as specified in (i) above), the Lower Price shall be obtained by dividing the aggregate amount proposed to be paid by the Offeree(s) pursuant to the Dilutive Issuance (including any amount payable by such Offeree(s) at the time of conversion of such Dilution Instruments) by the maximum number of Equity Shares that the Dilution instruments will be entitled to convert into, in accordance with the terms thereof;
 - (C) In the case the Dilution Instruments are proposed to be issued for a consideration (in whole or in part) other than cash, the fair market value of the non-cash component as decided by a valuer appointed by the Board (subject to, and in accordance with, the provisions of Article 155.5 (*Reserved Matters*)) shall be reckoned towards the computation of the Lower Price; and
 - (D) All monetary amounts shall, for the purposes of all of the foregoing calculations, be expressed in Indian Rupees and be rounded up to the nearest one-hundredth of an Indian Rupee.

160. ESOP/ EMPLOYEE BENEFIT PLAN

- 160.1** The Company has formulated and adopted an employee stock option plan for incentivising the existing and future employees of the Company (excluding the Promoter Group), which shall, subject to the approval of the shareholders, include the IKF Finance Limited – Employee Stock Option Plan, 2024 with effect from the date of such approval ("**ESOP Plan**").
- 160.2** The Company shall not issue Securities to any of its employees or officer, except in accordance with the ESOP Plan.
- 160.3** Any Equity Shares allotted to the employees of the Company pursuant to the exercise of their ESOPs in accordance with the ESOP Plan shall be held and transferred by such Employee Shareholders in accordance with the Articles and the ESOP Plan.

161. RIGHT TO FINANCE/ INVEST

- 161.1** The Investors (and their respective Affiliates) and the Other Shareholders may finance numerous companies, some of which may be in competition with the Company and its Business. The Investors (and their respective Affiliates) and the Other Shareholders shall not be liable for any claim arising out of, or based upon, the fact that any of them have financed/invested in any Competitor. The Company and the Promoter Group hereby confirm that they will have no objection to Investors and/or any of their respective Affiliates at any time and from time to time financing / investing in any Person engaged in the same or a similar business as the Business or entering into agreements with any Persons engaged in the same or a similar business as the Business.
- 161.2** Nothing contained in this Article 161 (*Right to Finance / Invest*) shall affect the fiduciary duties of Investor Directors towards the Company.

162. EXIT RIGHTS

162.1 The Company and Key Promoters shall make best efforts to provide an exit to the Investors by consummating either:

- (i) an IPO, in accordance with Article 162.2 (*IPO*); or
- (ii) a Third Party Sale,

in each case, no later than the Exit Date.

162.2 IPO

The Company and the Promoter Group undertake that if an IPO is proposed to be undertaken to facilitate an exit for the Investors, the IPO shall be subject to the conditions set out hereinbelow:

- (i) the IPO shall be approved by the Board and Shareholders in accordance with these Articles and applicable Law;
- (ii) subject to the provisions of Law, a committee shall be constituted by the Company to facilitate the process of undertaking the IPO, which shall comprise of 3 (three) representatives nominated by the Promoter Group (acting jointly), and 1 (one) representative each nominated by: (i) IBEF and MOWL (acting jointly), (ii) NVP, and (iii) Accion, in each case, for so long as such Investor is a Qualified Investor ("**IPO Committee**"). Provided however that if an IPO is to be undertaken by the Company following the Exit Date, the constitution of the IPO Committee shall be determined by the Investor Majority, provided that 1 (one) representative each nominated by: (i) IBEF and MOWL (acting jointly), (ii) NVP, and (iii) Accion, in each case, for so long as such Investor is a Qualified Investor, shall be a part of such IPO Committee.
- (iii) upon constitution of the IPO Committee, except as otherwise provided herein and subject to Article 155.5 (*Reserved Matters*), any and all decisions regarding the IPO, including the manner and the terms and conditions of the IPO, timing (excluding any decisions in relation timing of filing the draft red herring prospectus and the subsequent listing of Equity Shares for a QIPO) and price (excluding any decisions in relation to pricing of the QIPO), appointment of advisors to the IPO (including appointment of 1 (one) or more investment bankers and underwriters and to advise the Company regarding its options with respect to an IPO and to manage and underwrite the IPO), shall be taken by the consent of at least 5 (five) of the members of the IPO Committee;
- (iv) subject to the decision and direction of the IPO Committee in respect of any IPO, the Company and the Key Promoters shall take all such steps, and extend all cooperation to each other and the investment banks, lead managers, underwriters and other Persons as may be required for the purpose of an IPO such as:
 - (A) preparing and signing the relevant offer documents;
 - (B) conducting road shows with adequate participation of senior management;
 - (C) entering into appropriate and necessary agreements;
 - (D) providing all necessary information and documents necessary to prepare the offer documents;

- (E) filing with appropriate Governmental Authorities; and
 - (F) obtaining any necessary consents from any Person and all relevant governmental approvals in relation to such IPO;
- (v) the Company and the Key Promoters shall ensure that the IPO complies with applicable Law and Stock Exchange listing requirements;
 - (vi) the IPO may be either by way of a new issue of Shares or an offer for sale of Shares or through any other mode or a combination of the foregoing;
 - (vii) the Company and Key Promoters shall make best efforts to appoint the investment bankers for the QIPO within 12 (twelve) months from the Closing Date;
 - (viii) the Promoter Group shall exercise all voting rights and shall do all acts, deeds and things as may be required or desirable to effectuate the IPO;
 - (ix) the Investors and the Other Shareholders shall have the right (but not the obligation) to sell, as a part of such offer for sale the Securities held by them, in proportion to the inter-se shareholding in the Company (and to the maximum extent permissible under applicable Law), in priority to any offer of Securities by the Promoter Group or any other shareholder (including Employee Shareholders). Each of the Company and the Key Promoters shall use their respective best efforts, in consultation with the book runners / lead managers/ merchant bankers and as per the decisions of the IPO Committee, to enable the Investors to maximize the number of Securities of the Company that can be offered as part of the offer for sale pursuant to an IPO;
 - (x) upon any Investor offering the Securities held by it for sale at the time of the IPO, the Company and the Key Promoters shall complete all compliance and necessary formalities to ensure the listing of such Securities. In the event that any Investor chooses not to exercise its rights under this Article in relation to an IPO, the Company and the Key Promoters shall ensure that the requisite number of Equity Shares are made available to the public, whether by way of issuance of new Equity Shares by the Company, in order to meet the applicable minimum listing criteria for the purposes of the IPO;
 - (xi) the Company shall bear all fees, costs and expenses of the IPO and for any disinvestments of the Securities held by the Investors, including all registration, filing, qualification and similar fees (other than underwriting commission and discounts and attorneys' fees for the selling Shareholders) and all printers, attorneys' and accounting fees and disbursements, provided that the Shareholders who tender their shares in an offer for sale in connection with the IPO shall bear their respective costs as mandated under Law;
 - (xii) the Company and the Key Promoters shall, at all times, take all such actions and exercise all their respective rights and powers and otherwise utilize their best efforts to ensure that:
 - (A) the Promoter Family Members are identified as 'promoters' for the purposes of the IPO;
 - (B) the Investors are not deemed as a promoter of the Company or part of the promoter group; and

- (C) the Investors and/or any Investor Securities are not subject to any restrictions (including lock-in restrictions) which may be applicable to a promoter of a company;
- (xiii) the Company shall, subject to applicable Law, indemnify and hold harmless the Investors, their officers and directors, and each Affiliate of the Investors, from and against any and all losses caused by any untrue statement or alleged untrue statement of a material fact contained in any statement or prospectus relating to the Securities and/or the Company (as amended or supplemented if applicable) or any preliminary prospectus, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that the Company shall not be liable to indemnify for any loss based on any written statement concerning the Investors or the Investor Directors furnished in writing by the Investors or the Investor Directors to the Company or any of the IPO advisers expressly for inclusion in the relevant offer document or any other documents or declarations executed by the Investors in connection with the IPO;
- (xiv) subject to sub-Article (xv) below, each Party to the Shareholders' Agreement shall make best efforts to enter into any contractual arrangements and support all such decisions and actions, including but not limited to execution of amendments / waivers for alteration of any of the rights of the Parties under these Articles prior to an IPO, if required by SEBI, Stock Exchange or any other Governmental Authority, or otherwise under Law, as maybe necessary to effect the actions contemplated in this Article 162.2;
- (xv) the Investors shall not be required to give any representation, warranty, indemnity or covenant whatsoever in connection with the IPO, other than to the extent reasonably required by the underwriters appointed to manage the IPO, in connection with any Securities offered by the Investors in an offer for sale in the IPO; and
- (xvi) if the IPO is not consummated for any reason whatsoever within a period of 12 (twelve) months from date of filing of a draft red herring prospectus, including due to lapse of SEBI approvals, then the Parties shall cooperate and perform all such actions and execute all such documents as may be necessary to ensure that terms and conditions set out in these Articles continue to remain applicable and binding on the Parties and rights and entitlements of the Parties herein are not adversely impacted due to any decision or action in connection with the IPO.

162.3 Third Party Sale

- (i) Company and Key Promoters shall make best efforts to provide an exit to the Investors by way of identification and facilitation of an offer from a Third Party (including a Competitor) ("**Third Party Sale Transferee**") for the Transfer of all (but not less than all) of the Investor Securities to such Third Party Sale Transferee, on such terms and conditions (including price) acceptable to either the Investor Majority or the Key Shareholder Majority ("**Third Party Sale**").
- (ii) The Company and the Key Promoters shall make all efforts in good faith to secure an offer from a prospective acquirer / investor for acquiring the Investor Securities from the Investors.
- (iii) Immediately upon receiving any offer for Investor Securities from a Third Party Sale Transferee ("**Third Party Sale Offer**"), the Company and the Key Promoters shall notify the Investors about the said Third Party Sale Offer, specifying:

- (A) the number of Securities proposed to be purchased by the Third Party Sale Transferee (which shall include at least all, and not less than all, of the Investor Securities);
 - (B) form and manner in which the acquisition of the Investor Securities is proposed to be undertaken;
 - (C) identity and details of the Third Party Sale Transferee;
 - (D) a confirmation that the Third Party Sale Transferee is not an Excluded Person or any Person on the willful defaulters list provided by RBI;
 - (E) the consideration offered by the Third Party Sale Transferee in respect of the Investor Securities ("**Third Party Sale Offer Price**"), along with an undertaking that the Third Party Sale Offer Price comprises of the entire consideration offered by the Third Party Sale Transferee in respect of the proposed acquisition of the Investor Securities;
 - (F) a confirmation that there shall be no withholding (other than any withholding Taxes under applicable Law) or escrow or deferred payment of the consideration amount payable for the Third Party Sale, and such consideration shall be immediately payable, by way of cash, except for customary closing date working capital related adjustments;
 - (G) all terms and conditions, including the terms of payment, in respect of the proposed Investor Securities; and
 - (H) all supporting documents and information available at the relevant time (including any contracts or agreements proposed to be entered into between the Investors and the Third Party Sale Transferee) with respect to the proposed acquisition of the Investor Securities (hereinafter being collectively referred to as the ("**Third Party Sale Terms**")).
- (iv) Subject to the approval of either the Investor Majority or the Key Shareholder Majority, the Company and the Key Promoters shall cause the Third Party Sale Transferee to undertake all actions and execute all documents as may be necessary to undertake and complete the sale and transfer of the Investors Securities in favour of the Third Party Sale Transferee on the Third Party Sale Terms within a period of 90 (ninety) days from the date of approval by the Key Shareholder Majority.
- (v) It is clarified that the Investors shall not:
- (A) be required to provide any representations and warranties pursuant to any sale and transfer of the Securities to the Third Party Sale Transferee pursuant to this Article 162.3, except to the extent of Investors' ability to execute and perform the contract in relation to the sale and transfer of the relevant Securities and regarding the rights, title, interest in, and applicable Taxes paid by the Investors, with respect to Securities to be Transferred by the Investors pursuant to this Article 162.3; and
 - (B) bear any costs or expenses in relation to the Third Party Sale (including stamp duties and all Taxes other than Taxes on receipt of the sale consideration).

162.4 Trade Sale

- (i) In the event the Company fails to provide an exit to the Investors on or prior to the Exit Date, in accordance with Article 162.2 (*IPO*) or Article 162.3 (*Third Party Sale*), either the Investor Majority or the Key Shareholder Majority may require the Company and the Key Promoters to make best efforts to conduct a:
 - (A) merger or consolidation of the Company with any other entity (not being an Excluded Person or any Person on the willful defaulters list provided by RBI);
 - (B) sale of all or substantially all of the Assets of the Company to a Third Party; or
 - (C) sale of all or substantially all of the Securities (which shall, at all times, include all of the Investor Securities) to a Third Party (not being an Excluded Person or any Person on the willful defaulters list provided by RBI),

in each case, in order to provide an exit to the Investors (“**Trade Sale**”), and the Company and the Key Promoters shall make best efforts conduct and facilitate the Trade Sale.

- (ii) The nature of the Trade Sale transaction and process for consummation of the Trade Sale shall be determined by the Company and approved by the Investor Majority or the Key Shareholder Majority.
- (iii) If required by the Investor Majority or the Key Shareholder Majority (as the case may be):
 - (A) all Shareholders (except the Qualified Investors) shall be bound to participate in such Trade Sale and
 - (B) all Shareholders (except the Qualified Investors) and the Company shall take all necessary and desirable actions for consummation of the Trade Sale.
- (iv) If the Trade Sale is a sale of the business of the Company, following such Trade Sale, the Company shall distribute the available surplus to the Shareholders after meeting all outstanding statutory liabilities in accordance with Article 166 (*Liquidation Preference*).
- (v) In the case of a Trade Sale transaction which consists of a sale of assets or a merger or amalgamation, the Shareholders (except the Qualified Investors) shall be obliged to approve, consent to and vote in favour of, and to cause any Director under their respective control or influence to approve, consent to and vote in favour of, the Trade Sale and any distribution of proceeds in connection therewith, and to execute and deliver all agreements, instruments and other documents which the Company and/or the Investor Majority may reasonably deem necessary or appropriate in connection with the execution and consummation of the Trade Sale and the distribution of proceeds.

162.5 Drag Along Right

- (i) In the event the Company fails to provide an exit to the Investors on or prior to the Exit Date in accordance with Article 162.2 (*IPO*) or Article 162.3 (*Third Party Sale*), and without prejudice to the rights of the Investors under Article 162.4 (*Trade Sale*), the Investor Majority (such Investors constituting the Investor Majority, the "**Dragging Investors**") shall be entitled to require the Promoter Group ("**Dragged Shareholders**") to Transfer up to all of their Securities (as determined by the Investor Majority)

("Dragged Along Securities"), along with the sale of all (and not less than all) of the Securities held by the Dragging Investors ("Drag Sale"), to any Person (including a Competitor) identified by the Investor Majority who is not an Affiliate of any of the Investors ("Drag Purchaser"), at the same price and on the same terms on which the Dragging Investors are Transferring their Securities to the Drag Purchaser ("Drag Along Right") by issuing a notice to the Promoter Group ("Drag Along Notice"), and shared, simultaneously, with the Company and the Investor not constituting the Investor Majority, if any ("Non-Dragging Investor").

- (ii) The Drag Along Notice shall specify the following details:
 - (A) the number of Securities that the Dragging Investors intend to Transfer (which shall be all, and not less than all, of the Securities held by the Dragging Investors) to the Drag Purchaser;
 - (B) the number of Dragged Along Securities of each Promoter;
 - (C) the price per Equity Share offered by the Drag Purchaser ("Drag Price"), which Drag Price shall be the price at which the Dragging Investors would sell their Securities along with the Drag Along Securities;
 - (D) in reasonable detail, the identity of the Drag Purchaser; and
 - (E) all material terms and conditions of the proposed Transfer, including the proposed timelines for closing.
- (iii) Upon delivery of the Drag Along Notice, the Promoter Group shall:
 - (A) be under an obligation to sell the Dragged Along Securities to the Drag Purchaser free of any Encumbrances for the consideration, and in accordance with the terms, set out in the Drag Along Notice, simultaneously with the sale of Securities by the Dragging Investors; and
 - (B) take all necessary action (including such action as may be reasonably requested of them by the Dragging Investors) to cause the consummation of such transaction, including: (a) exercising the voting rights attached to their Securities, if any in favour of the Drag Sale; (b) not exercising any approval or voting rights, if any in connection therewith in a manner contrary to the closing of the Drag Sale; and (c) appointing the Dragging Investors, as their attorneys-in-fact to do the same on their behalf.
- (iv) A Drag Along Notice shall be revocable at the option of the Dragging Investors by written notice to the Dragged Shareholders at any time before the closing of the Drag Sale, and any such revocation shall not prohibit the exercise of a Drag Along Right at any time in the future.
- (v) Upon receipt of the Drag Along Notice, the Non-Dragging Investor shall have the right, but not the obligation, to Transfer its Securities to the Drag Purchaser at the Drag Price, as part of the Drag Sale, simultaneously with the Transfer of Securities by the Dragging Investors and in priority to the Transfer of Securities by the Dragged Shareholders ("Tagging Investor"). It is further clarified that closing of the Transfer of Securities held by the Tagging Investor shall be undertaken simultaneous to closing of the Transfer of Securities held by Dragging Investors.
- (vi) On the closing date of the Drag Sale, the Dragged Shareholders shall:

- (A) simultaneous with receipt of the consideration from the Drag Purchaser in respect of the Dragged Along Securities, issue delivery instructions to its depository participant instructing the depository participant to transfer the Dragged Along Securities to the Drag Purchaser's designated dematerialised securities account; and
 - (B) execute such additional documents as may be reasonably necessary to give effect to the Drag Sale.
- (vii) The Promoter Group shall make representations and warranties regarding their rights, title and interest in the Dragged Along Securities, and the absence of any Encumbrance thereon, as may be required by the Dragging Investor and the Drag Purchaser. Without prejudice to the above, the Key Promoters shall provide to the Drag Purchaser, customary representations, warranties and indemnities regarding the business and operations of the Company and the Subsidiaries. The Tagging Investor(s) shall make customary representations and warranties regarding their rights, title and interest in the Securities held by them in the Company, and the absence of any Encumbrance thereon, as may be required by the Dragging Investor and the Drag Purchaser.
 - (viii) The Company and the Key Promoters shall facilitate and assist in any Transfer to the Drag Purchaser as mentioned above (including provision of any reasonable information relating to the Company and its Business in a reasonable time frame) and shall provide, and shall ensure that the management of the Company provides, such transition support, as may be reasonably requested by the Drag Purchaser.
 - (ix) If any Dragged Shareholder fails or refuses to Transfer any Dragged Along Securities after receiving the purchase consideration in respect of such Dragged Along Securities, the Drag Purchaser may serve a default Notice on the relevant defaulting Dragged Shareholder and send copies of such default Notice to the Dragging Investor and the Company. Upon receipt of a default Notice (unless such non-compliance by the relevant defaulting Dragged Shareholder is remedied to the reasonable satisfaction of the Drag Purchaser), the defaulting Dragged Shareholder shall not be entitled to exercise any of its powers or rights (including voting rights attached thereto or right to participate in the profits of the Company) in relation to the Dragged Along Securities which were required to be Transferred to the Drag Purchaser.

162.6 General Covenants for all Exits

- (i) Subject to Article 162.2(xi), the costs in respect of any action undertaken for facilitating exit of the Investors, as the case may be, in terms of these Articles (including the cost of diligence, transfer of Securities, and appointment of intermediaries) shall be borne by the Company. It is clarified that the Investors shall not be required, in any manner whatsoever but subject to Article 162.2(xi), to bear the cost in respect of actions undertaken for facilitating exit of the Investors in terms of these Articles; provided, however, that any income Taxes that are to be borne by the Investors on any exit from the Company shall be to their account.
- (ii) In the event that any action in relation to an Exit is to be brought to a vote at a Shareholders' meeting, the Shareholders shall:
 - (A) be present, in person or by proxy, as a holder of voting securities, at all meetings of the Shareholders and be counted for the purposes of determining the presence of a quorum at such meetings; and

- (B) exercise all their rights, including their voting rights, in relation to all the Securities held by them, to effectuate and implement the provisions of these Articles, including in relation to the ability of the Investors to exercise their respective rights under these Articles, and to ensure that the Company and the Promoter Group abide by the terms and conditions imposed in these Articles.

163. EVENTS OF DEFAULT AND CONSEQUENCES OF EVENT OF DEFAULT

163.1 Default

The occurrence of any of the following events or circumstances shall constitute a “Default”:

- (i) the occurrence of any event which constitutes Aggravated Cause with respect to a Key Promoter;
- (ii) voluntary resignation by either Vasumathi or Vasantha under their respective Employment Agreements, without the consent of the Investor Majority, save and except for voluntary resignations on account of a Disability;
- (iii) breach, by the Company, Subsidiary and/or any Key Promoter, of the provisions of Article 155.1(i) (*Board Composition*), Article 155.1(iv) (*Committees*), Article 155.3 (iv) (*Quorum*), Article 155.4(v) (*Quorum*), Article 155.5 (*Reserved Matters*), Clause 7 (*Non-Compete and Non-Solicitation*) of the Shareholders’ Agreement, Articles 157.3, 157.4 and/or 157.5, Article 158 (*Transfer of Securities*), Article 159 (*Anti-Dilution and Pre-Emptive Rights*), Article 166 (*Liquidation Preference*), and/or Schedule 4 (*Anti-Corruption Guidelines*) of the Shareholders’ Agreement;
- (iv) breach, by the Company and/or any Subsidiary, of the provisions of Article 157.2, which breach, if capable of being cured, has not been cured within 30 (thirty) days of the issuance of notice in this regard by the Investor Majority;
- (v) occurrence of an event specifically agreed (in writing) between the Investors and the Promoter Group to constitute a ‘Default’ or an “Event of Default”;
- (vi) occurrence of an Insolvency Event; and/or
- (vii) any Material Violation, arising out of any act committed by the Company, any Subsidiary and/or any Key Promoter.

163.2 Occurrence of an Event of Default

- (i) In the event that the Investor Majority agrees that a Default has occurred, then, subject to Article 163.2(ii) below, the same shall constitute an “**Event of Default**”. Further, the Investor Majority shall determine if any or all the Key Promoters are liable for the Event of Default and such Key Promoters so determined to be liable for the Event of Default shall be considered as the “**Defaulting Promoter(s)**” for the purposes of these Articles; provided, however, that where the Event of Default is caused due to a Promoter Insolvency Event, the term “**Defaulting Promoter**” shall only refer to such Key Promoter with respect to whom the Promoter Insolvency Event has occurred.
- (ii) In case the Investor Majority agrees that a Default pursuant to a Promoter Fraud Event has occurred, the Investor Majority shall give a notice in writing to the Company and the Key Promoters specifying the nature of such Default (“**Default Notice**”). Upon receipt of the Default Notice, the Board (with the Promoter Directors not participating in such decision making), with the approval of the Investor Majority, shall appoint a

reputed audit firm, forensic audit firm, law firm and/or a retired judge of the Supreme Court or any High Court in India (“**Independent Third Party**”) to determine, in a *bona fide* and independent manner, if such Default pursuant to a Promoter Fraud Event has occurred. The decision of the Independent Third Party shall be final and binding on the Parties.

163.3 Consequences of an Event of Default

Upon occurrence of any Event of Default:

- (i) all obligations of the Investors (other than their obligations under Clause 19 (*Confidentiality*) of the Shareholders’ Agreement, Clause 21.12 (*Governing Law and Jurisdiction*) and Clause 21.13 (*Dispute Resolution*)) of the Shareholders’ Agreement vis-a-vis the Promoter Group and the Company (if any) and all restrictions imposed on the Investors under the Transaction Documents (except the restriction on sale to a Competitor) shall automatically lapse without requirement of any further act, deed or thing. Upon the occurrence of an Event of Default, an Investor may Transfer its shares to a Competitor with the consent of the Investor Majority, notwithstanding anything to the contrary set out in these Articles;
- (ii) the right of the Key Promoters to: (i) be appointed as Directors on the Board under Article 155.1(i)(E), shall fall away and cease to exist and the Key Promoters shall step down as Directors, (ii) participate in the decision to appoint a chairman of the Board, or to be the chairman, shall fall away and cease to exist, (iii) be part of the quorum both at Board and Shareholders’ meetings under Article 155.3(iv) and Article 155.4(vi), respectively, shall fall away and cease to exist; and (iv) hold any management or other position in the Company shall fall away and the employment of the Key Promoters shall stand terminated with immediate effect; provided, however, that where the Event of Default is caused due to a Promoter Insolvency Event, the rights of only the relevant Defaulting Promoter(s) (and no other Key Promoter) shall fall-away and cease to exist; and/or
- (iii) all of the rights (but not the obligations) of the Promoter Family Members under these Articles shall cease and fall away; provided, however, that where the Event of Default is caused due to a Promoter Insolvency Event, the rights of only the relevant Defaulting Promoter(s) (and no other Key Promoter) shall fall-away and cease to exist;
- (iv) the Investor Majority shall jointly have the right to reconstitute the Board of the Company by appointing their nominee(s) in place of the Key Promoters. Notwithstanding anything contained herein, the Key Promoters shall continue to be liable for any actions and/or omissions of the Company attributable to the Key Promoters;
- (v) all restrictions and obligation on the Promoter Group and the Company and all rights available to the Investors against the Promoter Group and the Company under the Transaction Documents shall continue in full force and effect in accordance with the provisions of the respective Transaction Documents; and
- (vi) the Investors shall, notwithstanding anything contained in these Articles, be entitled to exercise their exit rights set out in Article 162 (*Exit Rights*), including in case any Event of Default occurs prior to the Exit Date.

163.4 The rights of the Investors set out in Article 163.3 above shall be without prejudice to the rights and remedies available to the Investors under applicable Laws, equity or otherwise, and the

Investors shall be entitled to exercise any or all of the said rights (or a combination thereof) in the manner they deem fit.

163.5 All costs arising out of Event of Default (including the consummation of the drag along right) shall be borne by the Company.

164. EXERCISE OF INVESTOR RIGHTS

All rights available to the Investors under these Articles, including the right to issue notices, receive information, granting permissions, etc. may be exercised by the Investors by and under the hand of the any authorised representative/signatory nominated by the relevant Investor from time to time.

165. FALL AWAY OF RIGHTS

165.1 Notwithstanding anything to the contrary set out in these Articles:

- (i) each Investor shall be entitled to exercise the Key Rights only for so long as such Investor (together with its Affiliates) holds such percentage of the Share Capital which is equal to or more than the Qualified Investor Threshold;
- (ii) each of Existing Investor Transferee, IBEF and MOWL Transferee and/or NVP Transferee, who is entitled to exercise Key Rights in accordance with Articles 158.6(iii), 158.6(iv) and/or 158.6(v), shall be entitled to exercise the Key Rights only for so long as such Existing Investor Transferee, IBEF and MOWL Transferee and/or NVP Transferee (in each case, together with their respective Affiliates) holding such percentage of the Share Capital which is equal to or more than the Qualified Investor Threshold; and
- (iii) in the event that an Investor, Existing Investor Transferee, IBEF and MOWL Transferee and/or NVP Transferee (in each case, together with their respective Affiliates) ceases to hold such percentage of the Share Capital which is equal to or more than the Qualified Investor Threshold, such Investor, Existing Investor Transferee, IBEF and MOWL Transferee and/or NVP Transferee (in each case, together with their respective Affiliates) shall cease to be a Qualified Investor for the purposes of these Articles, and:
 - (A) the rights and benefits available to such Investor, Existing Investor Transferee, IBEF and MOWL Transferee and/or NVP Transferee (as the case may be) as a Qualified Investor; and
 - (B) the right of such Investor, Existing Investor Transferee, IBEF and MOWL Transferee and/or NVP Transferee (as the case may be) to form part of Investor Majority and/or the Key Shareholder Majority (as applicable) as a Qualified Investor,

shall, in each case, forthwith cease to be effective.

166. LIQUIDATION PREFERENCE

166.1 Notwithstanding anything to the contrary set out in these Articles, but subject to Article 166.8 below, upon the occurrence of a Liquidation Event, after discharging or making provision for any payments as may be required to be made in accordance with applicable Law in relation to insolvency, bankruptcy, winding up and/or dissolution of companies, the remaining available

proceeds from such Liquidation Event (the “Liquidation Proceeds”), shall be distributed in the following order:

- 166.2** Each holder of LP Shares (“LP Shareholder”) shall be entitled, on a *pari passu* basis, to receive (with respect to each LP Share held by such LP Shareholder), prior and in preference to any payment or distribution with respect to the Non-LP Shares, an amount which is the higher of (“Liquidation Entitlement”):
- (i) the Per Share LP Amount in respect of each LP Share held by such LP Shareholder, along with any arrears of declared and accrued (but unpaid) dividends on such LP Share, calculated to the date of such payment; or
 - (ii) an amount from the Liquidation Proceeds *pro rata* to the shareholding in the Company (calculated on an As If Converted Basis, reflected by each LP held by such LP Shareholder, along with any arrears of declared and accrued (but unpaid) dividends on such LP Share, calculated to the date of such payment.

In the event, upon the occurrence of a Liquidation Event, the Liquidation Proceeds are insufficient to make payment of the aggregate Liquidation Entitlement of the LP Shareholders (with respect to the LP Shares) in full, the entire amount of Liquidation Proceeds shall be distributed, on a *pari passu* basis, only between the LP Shareholders, *pro rata* to their respective Liquidation Entitlements.

- 166.3** Subject to the above, the balance Liquidation Proceeds available for distribution after full payment of the Liquidation Entitlement to the LP Shareholders (with respect to the LP Shares) as above, if any, shall be distributed amongst the holders of Non-LP Shares (including the LP Shareholder but only to the extent of Non-LP Shares held by them, if any) on a *pro rata* basis, calculated on the basis of the total number of Non-LP Shares held by the relevant Shareholders, on an As If Converted Basis.

- 166.4** It is clarified that if a Liquidation Event is effected by way of sale of Shares, the distribution under this Article 166 shall be completed towards such Shareholders who are participating in such transaction, in proportion to the Shares that are being transferred by each such Shareholder as part of such transaction, in accordance with their respective entitlement as set out in this Article 166 (in accordance with their respective Actual LP Entitlement), and nothing in this Article 166 (*Liquidation Preference*) and the definition of ‘Liquidation Event’ shall be deemed to entitle any Shareholder a right to participate in such transaction or to a tag along right in such transaction, unless such right is expressly provided for and exercised in accordance with these Articles.

- 166.5** The Company and the Key Promoters shall:

- (i) fully co-operate with the LP Shareholders in making the payment of the Actual LP Entitlement in the order and manner provided above; and
- (ii) make best-efforts to obtain any regulatory approvals and consents in a timely manner such that the Actual LP Entitlement can be distributed to the LP Shareholders as envisaged under these Articles.

- 166.6** The Company and/or the Key Promoters shall not:

- (i) undertake any Liquidation Event unless the terms of this Article 166 (*Liquidation Preference*) have been complied with in full; and/or

- (ii) raise a contention that the liquidation preference granted to any of the LP Shareholders is illegal and unenforceable.

166.7 Notwithstanding anything contained herein but subject to Article 166.8 below, the Company and the Key Promoters shall, in distributing the Liquidation Proceeds, honour the liquidation preference of each LP Shareholder, and facilitate the realisation of the entitlement from the Liquidation Proceeds under Article 166.2 (the “**Actual LP Entitlement**”), including (without limitation) through:

- (i) the re-distribution of assets or proceeds received / to be received by the Key Promoters;
- (ii) issuance and allotment of incremental Securities to the LP Shareholders through (at the option of each LP Shareholder): (a) an issue of additional Securities to such LP Shareholder at the lowest price permissible under applicable Law; (b) the Transfer of Securities held by the Key Promoters to such LP Shareholders at the lowest price permissible under applicable Law; (c) a buy-back of Securities held by the Key Promoters;
- (iii) a reduction of the sale proceeds receivable by the Key Promoters; and
- (iv) such other measures as may be necessary and permissible under applicable Law.

It is clarified that the rights under this Article 166.7 may be exercised in a manner such that it does not result in any increase in the Actual LP Entitlement in relation to the relevant LP Shares.

166.8 It is clarified that if the consideration for a Liquidation Event is not by way of cash consideration, then the provisions of this Article 166 (*Liquidation Preference*) shall be given effect to by way of the same consideration as is received for the Liquidation Event and the Shareholders shall not be entitled to receive any cash consideration. Where the consideration is received in more than one type of property / assets, each Shareholder shall receive the same proportion of each of such property / assets comprising the non-cash consideration (to the extent of their entitlement of the Liquidation Proceeds), unless otherwise determined by the Investor Majority. It is further clarified that the cash consideration and the non-cash consideration for a Liquidation Event shall be distributed in a manner such that the Shareholders receive their entitlement of the Liquidation Proceeds in the manner set out in this Article 166 (*Liquidation Preference*).

166.9 If the terms of a Liquidation Event do not call for the immediate distribution of proceeds of the transaction to the Shareholders, the Company shall immediately upon completion of such Liquidation Event, take such steps, including the declaration of a dividend or distribution, so as to ensure that the proceeds of such Liquidation Event are distributed as soon as possible to the Shareholders in such manner to ensure that the Shareholders receive their entitlement of the Liquidation Proceeds in the manner set out in this Article 166 (*Liquidation Preference*).

166.10 An illustration of the distribution of Liquidation Proceeds is set out in Schedule 14 of the Shareholders’ Agreement.

167. MISCELLANEOUS PROVISIONS

167.1 Representative of Promoter Group and Raghu

For the purposes of the Transaction Documents, each Promoter and Raghu hereby irrevocably appoints Prasad to represent them with respect to all actions and decisions to be taken by or on behalf of each Promoter, and in the event that Prasad is not able to discharge his functions, then Vasumathi shall be appointed in place of Prasad, and in the event that both Prasad and

Vasumathi are unable to discharge their functions, then the Promoter Group and Raghu shall be entitled to, jointly, nominate one Person out of Indira and Vasantha to discharge the functions aforesaid ("**Promoter Representative**"). Accordingly, each Promoter and Raghu hereby authorizes the Promoter Representative to represent him / her and take any decision which may be required to be taken, do all acts and execute all documents and writings which are or may be required by any or all Promoter and/or Raghu for the proper and effective fulfilment of his / her rights and obligations under the Transaction Documents, including: (i) exercising the voting rights attached to the Securities held by the Promoter Group and Raghu; (ii) receive, execute and deliver discharges, consents, notices, waivers, certificates, communications, documents, and negotiate, settle or enter into any agreements and compromises on behalf of the Promoter Group and Raghu; and (iii) participate and vote at all or any meetings of the Shareholders of the Company. Any action taken or deed performed or document executed by the Promoter Representative shall be deemed to be acts or deeds done or documents executed by each Promoter, and shall be binding on the Promoter Group and Raghu and shall be ratified by them without any demur or protest.

167.2 Assignment

- (i) No Party (except the Investors) shall be entitled to assign their respective rights and obligations under these Articles in any manner without the consent of each Investor (such right of the Investors to provide consent being referred to as the "**Investor Consent Right**"), unless otherwise specifically permitted under these Articles.
- (ii) Subject to Articles 158.6(iii) to 158.6(i), the Investor shall be entitled to assign in whole, or in part, its rights under these Articles (i) at any point in time to its Affiliates (with or without a Transfer of Securities), and/or (ii) to any Person, along with a Transfer of its Securities. Each Investor, as long as it holds any Securities, shall be responsible for the obligations of its Affiliate(s) under these Articles, by virtue of such Affiliate(s) holding Securities.
- (iii) Each Investor shall be entitled to assign its rights under these Articles along with a Transfer of Securities to any Person, in accordance with Articles 158.6(iii) to 158.6(i).
- (iv) The provisions of these Articles shall inure to the benefit of, and be binding upon, the successors, permitted assigns, heirs, executors and administrators of the Parties.

167.3 Exercise of Rights By IBEF AND MOWL

- (i) Notwithstanding anything contained in these Articles, the following rights under these Articles shall solely vest with IBEF and shall not be available with MOWL ("**Identified Rights**"):
 - (A) To qualify as a Qualified Investor and wherever such term is to be considered in the context of IBEF and MOWL as Investors, it shall only mean IBEF;
 - (B) To exercise the Key Rights;
 - (C) To be considered to be a Qualified Investor for the purposes of (X) enjoying and exercising all rights and benefits available as a Qualified Investor, and (Y) of providing/making/giving consent, determination, nomination, approval or any analogous consent as Qualified Investors; and
 - (D) To form part of the Investor Majority and/or the Key Shareholder Majority;

- (ii) The rights available to IBEF and MOWL under these Articles, other than Identified Rights, shall be exercisable by each of IBEF and MOWL severally, and there shall be no duplication in exercise of the Identified Rights between IBEF and MOWL.

However, for the purposes of determining the eligibility for triggering or exercising any rights (including the Identified Rights) by IBEF and/or MOWL to which any shareholding thresholds under these Articles are applicable, the shareholding of IBEF, MOWL their respective Affiliates who are Shareholders at the relevant point in time shall be aggregated whilst determining the shareholding thresholds under these Articles as may be applicable for determining eligibility for triggering or exercising of such rights with respect to each of IBEF and MOWL, provided that where the exercise of such rights is linked to the proportion of shareholding of each of IBEF and MOWL, such rights shall be implemented by IBEF and MOWL based on their individual shareholding.

167.4 NVP Ownership Cap

Without prejudice to the provisions of these Articles, the Company shall not undertake any changes to its share capital in a manner that results in NVP's aggregate shareholding in the Company exceeding 33.32% (Thirty-Three point Three Two per cent) of the total equity of the Company (as such term is defined and used, and as such percentage is calculated, under the BHC Act).

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ANNEXURE 1

RESERVED MATTER ITEMS

PART A

- (a) Acquisition, leasing or licensing of any assets (including real estate / property) by the Company and/or any Subsidiary from any Person, other than: (i) in the Ordinary Course of Business, and/or (ii) any acquisition which is approved under paragraph (c) of Part B of this Annexure 1;
- (b) Sale, transfer, mortgage, charge, pledge, creation of a lien, lease, exchange or other disposition of Assets of the Company and/or any Subsidiary, except: (i) in the Ordinary Course of Business, and/or (ii) pursuant to creation of security in favour of any lender in respect of loan availed in accordance with the Articles, and/or (iii) to the extent approved in the Approved Business Plan or to the extent such action falls within the Approved Deviation (as applicable), and/or (iv) any similar action which is approved under paragraphs (b) and/or (c) of Part B of this Annexure 1;
- (c) Adoption / approval of the Business Plan;
- (d) Any change in the nature of the Business, or discontinuing the Business of the Company and/or Subsidiary or any part thereof, in each case, other than as approved in the Approved Business Plan;
- (e) Any distribution of dividend or profits, except where the action in relation to the distribution of profits is approved under paragraph (a) of Part B of this Annexure 1;
- (f) Availing of or providing / granting any borrowings, loans, guarantees, indemnities or other security, in each case, by the Company and/or Subsidiary, other than: (i) in the Ordinary Course of Business, (ii) to the extent set out in the Approved Business Plan or to the extent such action falls within the Approved Deviation (as applicable), or (iii) loans and borrowings provided by the Company and/or Subsidiary in line with the “staff loan policy” approved by the Board, provided that such loans or borrowings shall not cumulatively exceed INR 20,00,00,000 (Indian Rupees Twenty Crores only) per annum;
- (g) Writing off any loans granted to any Person by the Company and/or any Subsidiary, or entering into any composition, compromise, arrangement, assignment or settlement by the Company and/or any Subsidiary with any creditor due to any debt restructuring exercise not related to or arising as a result of any payment or other default, in each case, other than in accordance with the policy on compromise settlement and technical write-offs approved by the Board, provided that such write-offs shall not cumulatively exceed such amount as set out in the Approved Business Plan;
- (h) Any amendment or modification to the Memorandum and/or the Articles, other than pursuant / consequent to an action approved under Part B of this Annexure 1;
- (i) Change in the name, brand name, trade name, business name or registered office of the Company and/or any Subsidiary;
- (j) Appointment of the statutory auditors and/or internal auditors of the Company and/or any Subsidiary under the Act;
- (k) Entering into, variation and/or terminating any contract, arrangement, agreement or transaction by the Company and/or any Subsidiary with any Key Promoter or any Related Party of the Company, any Subsidiary and/or any Key Promoter, provided that no approval under this paragraph shall be required for transactions between the Company and its Subsidiaries;

- (l) The institution, withdrawal or settlement of any litigation, legal action or proceedings or dispute in which the Company and/or Subsidiary is a party, where the value of the subject matter of such litigation, legal action, proceedings or dispute is equal to or exceeding INR 5,00,00,000 (Rupees Five Crores), save and except in relation to recovery claims made by the Company and/or the Subsidiary against its borrowers;
- (m) Entering into, variation and/or termination of any Material Contract by the Company and/or any Subsidiary, other than Material Contracts entered into pursuant to the transactions set out in the Approved Business Plan. “**Material Contract**” means a contract (or group of related contracts): (i) that involves a contract value in excess of INR 5,00,00,000 (Rupees Five Crores) in a Financial Year; and/or (ii) that affects or limits the right or ability of the Company and/or any Subsidiary to carry on its business, for any period of time or in any geographical area(s); and/or (iii) that contains any exclusivity provisions; and/or (iv) that is not in the Ordinary Course of Business; and/or (v) that involves the assignment, assignment or license of the intellectual property of the Company and/or any Subsidiary, other than in the Ordinary Course of Business, provided that “Material Contract” shall exclude the agreement referred to in paragraph (f) above;
- (n) Change in the remuneration or material terms of employment of any member of the Promoter Group (other than as specifically agreed in these Articles) or any Key Management Person;
- (o) Appointment or removal of any Key Management Person by the Company and/or any Subsidiary;
- (p) Any addition / deletion to the off-balance sheet liability structure by the Company and/or any Subsidiary which is not in the Ordinary Course of Business;
- (q) Any material amendment or modification in the Digital Transformation Plan;
- (r) Delegation of any of the above matters; and/or
- (s) Any commitment or agreement to undertake any of the foregoing.

PART B

- (a) Any change in the capital structure of the Company and/or any Subsidiary, including share capital, mode and manner of future issuances of securities (including price determination), redemption of securities, buy-back of securities, change to size of employee stock options pool, in each case, except for: (i) any issuance of any shares or convertible securities by the Subsidiary to the Company, (ii) any change in the share capital of the Subsidiary pursuant to investment by the Company, (iii) any issuance of securities by a Subsidiary upon default by such Subsidiary under the financing documents in respect of loans availed by such Subsidiary from financial institutions; (iv) grant of options from within the existing stock option pool, in accordance with the ESOP Plan, (v) conversion of loans or debentures into Equity Shares, in accordance with the terms of such loans / debentures (as the case may be); and/or (vi) as explicitly permitted under these Articles;
- (b) Amendment of the ESOP Plan, or approval or any amendment of any employee stock option, phantom stock or similar incentive plan for employees of the Company and/or any Subsidiary (including terms and conditions in respect thereof);
- (c) Any Transfer of Securities of the Subsidiary, except transfer of securities of the Subsidiary to the Company and/or its nominees by the Promoter Family Members in accordance with, and in the manner contemplated in, the Transaction Documents.

- (d) Mergers, acquisitions, strategic/financial alliances (except in the Ordinary Course of Business), amalgamations, consolidations, spin-offs, sale of all or substantially all Assets, insolvency, voluntary liquidation, winding up / striking off, other similar or related actions by the Company or the Subsidiary;
- (e) Any decision in relation to an IPO (including price determination; manner, mode and timing of the IPO; and appointment of legal counsel(s) and merchant banker(s)), other than in relation to a QIPO;
- (f) Delegation of any of the above matters; and/or
- (g) Any commitment or agreement to undertake any of the foregoing.

ANNEXURE 2 | BROAD BASED WEIGHTED AVERAGE ANTI-DILUTION PROTECTION

Pursuant to Article 159.4, the holders of Anti-Dilution Securities shall be entitled to a broad-based weighted average anti-dilution protection in accordance with the following formula:

$$CP2 = (CP1) / [(A + B) / (A + C)]$$

Where:

- (i) “**CP2**” is the adjusted number of Anti-Dilution Securities that the holders of Anti-Dilution Securities would hold after giving effect to the anti-dilution adjustment; it being clarified that the additional number of Securities that the holders of Anti-Dilution Securities would be entitled to receive shall be the difference between CP2 and CP1.
- (ii) “**CP1**” is the existing number of Anti-Dilution Securities immediately prior to the Dilutive Issuance.
- (iii) “**A**” is the number of Securities outstanding on a Fully Diluted Basis immediately prior to the Dilutive Issuance.
- (iv) “**B**” is the aggregate consideration receivable by the Company with respect to the Dilution Instruments proposed to be issued pursuant to the Dilutive Issuance divided by the 2025 Fundraise Price (in other words, it is the number of Securities that would have been allotted in the Dilutive Issuance had the Securities been issued at the 2025 Fundraise Price).
- (v) “**C**” is the number of Shares actually issuable as part of the Dilutive Issuance.

In performing the foregoing calculations, the following provisions shall be applicable any fractional securities that the holders of anti-dilution securities may be entitled to under this Annexure 2 shall be rounded to the next whole equity share.

SCHEDULE 3 | PRINCIPLES OF DEED OF ADHERENCE

1. Where any Shareholder Transfers any Securities held by such Shareholder to any Person (not being an existing Shareholder as on the relevant date), the transferor and transferee execute a Deed of Adherence which shall, based on the classification set out below, contain the relevant terms listed below.

A. If the transferor is a Key Promoter or a Promoter:

- (i) the transferor will, subject to (ii) below:
 - (a) acknowledge that he/she will continue to be bound by all sections that survive the termination of the Agreement including non-compete and non-solicit in accordance with the terms contained in the Agreement,
 - (b) continue to be bound by all other terms of the Transaction Documents; and
 - (c) ensure that any special rights available to such transferor (either individually or jointly with the other Key Promoters / Promoters) shall not be available to the transferee (unless otherwise specified herein below, including in sub-clause (iv));
- (ii) If the transferee is an Affiliate of the Key Promoter / Promoter (including a family trust set up by Prasad):
 - (a) the transferee shall be bound by all the obligations and covenants of the Key Promoter / Promoter (as applicable) as specified in the Transactions Documents;
 - (b) the transferee shall be bound by all the restrictions and obligation on Transfer of Shares applicable to the Key Promoter / Promoter as specified in the Transactions Documents including non-Transfer of Shares without the consent of the Investor Majority, Right of First Offer, and the Drag Along Right available to the Investor Majority (as applicable); and
 - (c) any special rights available to the transferor (either individually or jointly with the other Key Promoters / Promoters) shall be available to the transferee;
- (iii) If the transferee is an Affiliate of an Investor:
 - (a) the transferee shall be bound by the restrictions and obligations on Transfer of Shares contained in the Transaction Documents as applicable to the relevant Investor, if any, only to the extent expressly specified in the Transaction Documents; and
 - (b) such Affiliate transferee will be entitled to exercise such rights as the relevant Investor may determine in accordance with Article 167.2;
- (iv) If the transferee is a Financial Investor (not being an Affiliate of an Investor): the provisions of Article 158.4(x) will be applicable; and
- (v) If the transferee is any other Person not covered under (ii), (iii) or (iv) above: the transferee shall be bound by all the restrictions and obligation on Transfer of Shares applicable to the Key Promoter / Promoter as specified in the Transactions Documents including non-Transfer of Shares without the consent of the Investor Majority, Right of First Offer, and the Drag Along Right available to the Investor Majority (as applicable).

B. If the transferor is an Investor:

- (i) the transferor will continue to be bound by all terms of the Transaction Documents (provided that the transferor continues to be a Shareholder);
- (ii) the transferee shall be bound by the restrictions and obligations on Transfer of Shares contained in the Transaction Documents as applicable to the Investors, if any, only to the extent expressly specified in the Transaction Documents, subject to Clause B(iii) below; and
- (iii) The transferee will be entitled to exercise such rights as the Investor and the transferee may determine in accordance with Article 167.2 (Assignment) and subject to Articles 158.6(iii) to (ix), provided that, in all circumstances, transferee shall be entitled to exercise all rights of the transferor Investor under the Agreement (other than the Key Rights, the right to classified as a 'Qualified Investor' and the right to form part of Investor Majority and/or the Key Shareholder Majority (as applicable) as a Qualified Investor, which rights shall be exercisable by the transferee subject to Article 167.2 (Assignment) and Articles 158.6(iii) to (ix).
- (iv) If the transferee is an Affiliate of a Key Promoter / Promoter: the transferee (with respect to such sale Shares) shall be bound by all the restrictions and obligation on Transfer of Shares applicable to the Key Promoter / Promoter as specified in the Transactions Documents including non-Transfer of Shares without the consent of the Investor Majority, Right of First Offer, and the Drag Along Right available to the Investor Majority (as applicable).

C. If the transferor is not a Promoter or an Investor:

- (i) the transferor will:
 - (a) acknowledge that he/she will continue to be bound by all sections that survive the termination of the Agreement including non-compete and non-solicit in accordance with the terms contained in the Agreement, and
 - (b) continue to be bound by all other terms of the Transaction Documents (provided that the transferor continues to be a Shareholder);
- (ii) If the transferor is Raghu: Subject to Clause C(iii) below, the transferee shall enjoy all rights available to Raghu under this Agreement, and be bound by all the restrictions and obligation on Transfer of Shares applicable to Raghu, as specified in the Transactions Documents including non-Transfer of Shares without the consent of the Investor Majority, Right of First Offer, and the Drag Along Right available to the Investor Majority (as applicable).
- (iii) If the transferee is an Affiliate of a Key Promoter / Promoter: the transferee (with respect to such sale Shares) shall be bound by all the restrictions and obligation on Transfer of Shares applicable to the Key Promoter / Promoter as specified in the Transactions Documents including non-Transfer of Shares without the consent of the Investor Majority, Right of First Offer, and the Drag Along Right available to the Investor Majority (as applicable).
- (iv) If the transferee is an Affiliate of an Investor:
 - (a) the transferee shall be bound by the restrictions and obligations on Transfer of Shares contained in the Transaction Documents as applicable to the relevant

Investor, if any, only to the extent expressly specified in the Transaction Documents; and

- (b) such Affiliate transferee will be entitled to exercise such rights as the relevant Investor may determine in accordance with Article 167.2 (Assignment); and
 - (v) If the transferee is any other Person not covered under (ii) or (iii) above; the transferee shall be bound by all the restrictions and obligations on Transfer of Shares applicable to the other Shareholders as contained in this Agreement and the Articles.
2. The transferee shall as part of the Deed of Adherence agree, acknowledge and undertake that:
- (i) a copy of this Agreement, and the Articles of the Company have been made available to it and that it accedes and ratifies this Agreement, and hereby covenants with the continuing Shareholders and the Company to observe, perform and subject to the principles set out in this Schedule, be bound by all the terms which are applicable to the transferee and the transferee shall be deemed, with effect from the date on which the transferee is registered as a member of the Company, to be a Party to this Agreement and subject to the principles set out in this Schedule, to be bound by all the terms thereof as they applied to the transferor and as if the transferee had executed the Agreement instead of the transferor;
 - (ii) it shall do nothing that derogates from, or obstructs the application and operation of, the provisions of this Agreement or the Articles;
 - (iii) it shall facilitate and aid this application of Agreement to itself, the continuing Shareholders, and the Company; and
 - (iv) the Company shall not be bound to give effect to any act or voting rights exercised by it which are not in accordance with the Transaction Documents.
3. The transferee shall as part of the Deed of Adherence also represent and warrant that:
- (i) it is a Person competent to execute and deliver, and to perform its obligations under, the Transaction Documents;
 - (ii) the execution and delivery by it of this Deed of Adherence and performance of its obligations hereunder do not and will not violate any provision of any regulations or any agreement to which it is a party or by which it or any of its properties are bound; and
 - (iii) no authorisation or approval of any Governmental Authority is required to enable it to lawfully perform its obligations hereunder. If any such approval or authorisation is required, there shall be included a representation or authorisation that such approval or authorization has been obtained.
4. The Deed of Adherence shall be governed and construed in all respects by the laws of India.

For IKF Finance Limited

Ch Sreenivasa Rao
Company Secretary
M.No. A14723

The restated Articles of Association was adopted pursuant to members' resolution passed through Extra-ordinary General Meeting held on [●] April 2025

SL. No.	NAME, ADDRESS, OCCUPATION AND DESCRIPTION OF SUBSCRIBERS & SIGNATURES	NAME OCCUPATION, ADDRESS, DESCRIPTION OF WITNESS WITH SIGNATURE
1.	V.G.K. PRASAD	
2.	D NO.27-6-114,	
3.	Prakasam Road	
4.	Vijayawada-520 002	
	Business	
	(sd)	
	V INDIRA DEVI	
	3 rd road	
	R.T.C. Colony	
	Vijayawada- 520 008	
	House Wife	
	(Sd)	
	U.P.CHANDRA SEKHAR	
	D.NO. 3-30-10,	
	Lalitananda Nagar	
	Guntur- 5220 06	
	Business	
	(Sd)	
	U MAMATHA DEVI	
	D.No.3-30-10	
	Lalitananda Nagar	
	Guntur-520 006	

(SD)
M PURUSHOTHAMA RAO
S/o. Bhaskara Rao
Chartered Accountant
D.No.27-21-6, Kaleswara Rao Road
Vijayawada- 520 002

Place: Vijayawada

Date: 10.04.1991