

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

ARTICLES OF ASSOCIATION
OF
IKF FINANCE LIMITED

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed through _____ held on _____ in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

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| <p>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 these Articles or modifications thereof and only to the extent that there is no specific provision in these Articles. In case of any conflict between the provisions of these Articles and Table 'F', the provisions of these Articles shall prevail.</p> | <p>Table "F" to apply
save as varied</p> |
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Interpretation

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| <p>2. In the interpretation of these Articles, unless repugnant to the subject or context:-</p> <p>“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.</p> <p>“Articles” means these articles of association of the Company or as altered from time to time.</p> <p>“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.</p> <p>“Company” means “IKF Finance Limited”</p> <p>“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.</p> <p>“Depository” shall mean a Depository as defined in Section 2 of the Depositories Act,1996.</p> <p>“Rules” means the applicable rules for the time being in force as prescribed under relevant sections of the Act.</p> <p>“Seal” means the common seal of the Company.</p> <p>The marginal notes used in these Articles shall not affect the construction hereof.</p> <p>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.</p> <p>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.</p> | <p>Interpretation Clause</p> <p>“Act”</p> <p>“Articles”</p> <p>“Board” or “Board of Directors”</p> <p>“Company”</p> <p>“Directors”</p> <p>“Depository”</p> <p>“Rules”</p> <p>“Seal”</p> |
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SHARE CAPITAL AND VARIATION OF RIGHTS

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| <p>3. The Authorised Share Capital of the Company shall be as stated in Clause V of the Memorandum of Association, with the power to increase or reduce such capital from time to time in accordance with the Articles and the legislative provisions for the time being in force in this behalf and with the power also to divide the shares in the capital for the time being into equity share capital and preference share capital and to attach thereto respectively any preferential, qualified or special rights, privileges or conditions, in accordance with the provisions of the Act and these Articles.</p> | <p>Capital</p> |
| <p>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.</p> | <p>Shares under control
of
Board</p> |
| <p>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.</p> | <p>Shares for
consideration
other than cash</p> |
| <p>6. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:</p> <ul style="list-style-type: none">i. Equity share capital:<ul style="list-style-type: none">a. with voting rights; and / orb. with differential rights as to dividend, voting or otherwise in accordance with the Rules; andii. Preference share capital | <p>Kinds of share
capital</p> |
| <p>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:</p> <ul style="list-style-type: none">a. one certificate for all his shares without payment of any charges; orb. several certificates, each for one or more of his shares, upon payment of twenty rupees, for each certificate after the first. <p>ii. Every certificate shall be under the Seal and shall specify the shares to which it relates and the amount paid-up thereon.</p> <p>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.</p> | <p>Issue of certificate</p>

<p>Certificate to bear
seal</p> <p>One certificate for
shares
held jointly</p> |

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.	Issue of new share certificate in place of one defaced, lost or destroyed
	ii.	The provisions of the foregoing Articles relating to issue of certificates shall <i>mutatis mutandis</i> apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.	Provisions as to issue of certificates to apply <i>mutatis mutandis</i> to debentures, etc.
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.	
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.	Variation of the members right
	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.	Provisions as to general meetings to apply <i>mutatis mutandis</i> to each meeting
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.	Issue of further shares not to affect rights of existing members
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.	Power to issue redeemable preference shares
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:	Further issue of share capital
	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	
	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	
	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.	
	ii. Subject to the provisions contained in these Articles and the Act, a further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.	Mode of further issue of shares
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—	Company's lien on shares
	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,	
	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.	Lien to extend to dividends, etc.
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.	Validity of sale
	ii. The purchaser shall be registered as the holder of the shares comprised in any such transfer.	Purchaser to be registered holder
	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.	Purchaser not affected
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.	Validity of Company's receipt
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.	Application of proceeds of sale
	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.	Payment of residual money
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.	Outsider's lien not to effect Company's lien
22.	The provisions of these Articles relating to lien shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to lien to apply <i>mutatis mutandis</i> to debentures, etc.

DEMATERIALIZATION 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 in materialised and dematerialised form in any media as permitted by the Act.	Company entitled to dematerialise its shares, debentures and other 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	Shares, debentures

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.

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.

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| 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

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| 29. | <p>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 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>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>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>Board may make
calls</p> <p>Notice of call</p> <p>Board may extend
time for
payment</p> <p>Revocation or
postponement of call</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. | Call to take effect
from date of
resolution |
| 31. | The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. | Liability of joint
holders of
shares |
| 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. | Interest on call
Payable and waive
interest |
| 33. | <p>i. Any sum which by the terms of issue of a share becomes payable on</p> | Sums deemed to be |

<p>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>calls</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>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 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.</p>	<p>Payment in anticipation of calls may carry interest</p>
<p>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.</p>	<p>Instalments on shares to be duly paid</p>
<p>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.</p>	<p>Partial payment not to preclude forfeiture</p>
<p>37. The provisions of these Articles relating to calls on shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.</p>	<p>Provisions as to calls to apply <i>mutatis mutandis</i> to debentures etc.</p>

TRANSFER OF SHARES

<p>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.</p> <p>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.</p>	<p>Instrument of transfer to be executed by transferor and transferee</p>
<p>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:</p>	<p>Transfer not to be registered except on production of instrument of transfer</p>

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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| 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. | Board may refuse to register transfer |
| 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. | Transfer by legal representative |
| 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. | Transfer of partly paid shares |
| <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> | | |
| 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: <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; and iii. the instrument of transfer is in respect of only one class of shares. | Board may decline to recognize instrument of transfer |
| 44. | No transfer shall be made to minor or person of unsound mind. | No transfer to infant, etc |
| 45. | All instruments of transfer duly approved shall be retained by the Company. | When transfers to be Retained |
| 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 <i>mutatis mutandis</i> apply to any other securities including debentures of the Company. | Provisions as to transfer of shares to apply <i>mutatis mutandis</i> 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 | Title to shares on death of a member |
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	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.	Estate of deceased member liable
49.	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— 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.	Transmission Clause Board's right unaffected
	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.	
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.	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.	Right to election of holder of share
	ii. If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.	Manner of testifying Election
	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.	Limitations applicable to notice
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: 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.	Claimant to be entitled to same advantage
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.	Provisions as to transmission to apply <i>mutatis mutandis</i> to debentures, etc.

FORFEITURE OF SHARES

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	If call or instalment not paid notice must be given
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	have been incurred by the Company by reasons of such non-payment.	
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.	Form of notice
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.	In default of payment of shares to be forfeiture
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.	i. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.	Forfeited shares may be sold, etc.
	ii. At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.	Cancellation of forfeiture
60.	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.	Member still liable to pay money owing at time of forfeiture and interest
	ii. The liability of ex-shareholder will be only up to the amount not paid by the purchaser.	Cesser of liability
61.	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.	Certificate of forfeiture
	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;	Title of purchaser and transferee of forfeited shares
	iii. The transferee shall thereupon be registered as the holder of the share; and	Transferee to be registered as holder
	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.	Transferee not affected

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| <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.</p> | <p>Validity of the sales</p> |
| <p>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.</p> | <p>Cancellation of share certificate in respect of forfeited shares</p> |
| <p>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.</p> | <p>Surrender of share certificates</p> |
| <p>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.</p> | <p>Sums deemed to be calls</p> |
| <p>66. The provisions of these Articles relating to forfeiture of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.</p> | <p>Provisions as to forfeiture of shares to apply <i>mutatis mutandis</i> to debentures, etc.</p> |

ALTERATION OF CAPITAL

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| <p>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 :</p> <ul style="list-style-type: none"> 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. | <p>Power to alter share capital</p> |
| <p>68. Subject to the provisions contained in the Act and these Articles, where shares are converted into stock—</p> <ul style="list-style-type: none"> 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:
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. | <p>Shares may be converted into stock</p> |

- 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. Right of stockholders
- 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
- 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— Sum how applied
- 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: Powers of the Board for capitalisation
- 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’s power to

- 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 fractions; 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 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.

issue fractional Certificate / coupon etc.

Agreement binding on 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.

79.	Subject to the provisions contained in these Articles, if at any meeting, pursuant to Article 79 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.	Members to elect chairperson
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.	Power of Chairperson
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.	Casting vote of Chairperson at general meeting
82.	<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; or b. is irrelevant or immaterial to the proceedings; or c. 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. 	<ul style="list-style-type: none"> Minutes of proceedings of meetings and resolutions passed by postal ballot Certain matters not to included in the minutes books Discretion of the chairperson in relation to Minutes Minutes to be evidence
83.	<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 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. 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. 	<ul style="list-style-type: none"> Inspection of minute books of general meeting Members may obtain copy of the minutes

ADJOURNMENT OF MEETING

84.	<ul style="list-style-type: none"> 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. 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. 	<ul style="list-style-type: none"> Chairperson may adjourn the meeting Business at adjourned meeting Notice of adjourned
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<p>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.</p> <p>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.</p>	<p>meeting</p> <p>Notice of adjourned meeting not required</p>
VOTING RIGHTS	
<p>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</p> <p>i. on a show of hands, every member present in person shall have one vote;</p> <p>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</p>	<p>Entitlement to vote on show of hands and on poll</p>
<p>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;</p>	<p>Scrutineers at poll</p>
<p>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 scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause.</p>	
<p>88. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.</p>	<p>Voting through electronic Means</p>
<p>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.</p> <p>ii. For this purpose, seniority shall be determined by the order in which the names stand in the register of members</p>	<p>Vote of joint-holders</p> <p>Seniority of names</p>
<p>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.</p>	<p>How members <i>non compos mentis</i> and minor may vote</p>
<p>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 <i>Transmission</i> 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.</p>	<p>Votes in respect of shares of deceased or insolvent members, etc.</p>
<p>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.</p>	<p>Business may proceed pending poll</p>
<p>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.</p>	<p>Restriction on voting rights</p>
<p>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.</p>	<p>Restriction on exercise of voting rights in other cases to be void</p>

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| <p>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.</p> <p>ii. Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.</p> | <p>Validity of the Vote</p> |
| <p>96. 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.</p> | <p>Equal rights of members</p> |

PROXY

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| <p>97. 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.</p> | <p>Member may vote in person or otherwise</p> |
| <p>98. 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.</p> | <p>Proxies when to be Deposited</p> |
| <p>99. An instrument appointing a proxy shall be in the form as prescribed in the Rules and under the Act.</p> | <p>Form of proxy</p> |
| <p>100. 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:</p> <p>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.</p> | <p>Proxies to be valid not withstanding death of the principal</p> |

BOARD OF DIRECTORS

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| <p>101. 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)</p> | <p>Board of directors</p> |
| <p>102.. 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. [WG Comment: This Article Appears to be incomplete.]</p> | <p>Nominee Directors</p> |
| <p>103. The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company, subject to section 203 of the Act.</p> | <p>Same individual may be Chairperson and Managing Director / Chief</p> |

		Executive Officer
104.	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
105.	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.	
106.	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.	
107.	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	
108.	Subject to the provisions of the Act and these Articles, all cheques, promissory notes, drafts, <i>hundis</i> , 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
109.	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	
110.1	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
	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	Duration of the office of the additional director
111.	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.	Appointment of alternate Director
112.	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.	Duration of office of alternate director
113.	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.	Re-appointment provisions applicable to

Original
Director

114. 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. Appointment of director to fill casual vacancies
- 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. Duration of office of Director appointed to fill casual vacancies

POWER OF BOARD

115. 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. General powers of the Company vested in Board

BORROWINGS POWERS

116. 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

117. 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
118. 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.
119. 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
120. 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
121. 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 Participation at Board Meetings

be prescribed by the Rules or permitted under law.

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| <p>122. 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.</p> <p>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.</p> | <p>Questions at Board meeting how decided
Casting vote of Chairperson at Board Meeting</p> |
| <p>123. 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.</p> | <p>Directors not to act when number falls below minimum</p> |
| <p>124. 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.</p> <p>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.</p> | <p>Who to preside at meetings of the Board

Absence of Chairperson</p> |
| <p>125. 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.</p> <p>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.</p> | <p>Delegation of powers

Committee to conform to Board regulations</p> |
| <p>126. 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.</p> | <p>Participation at Committee Meetings</p> |
| <p>127. i. A committee may meet and elect a chairperson as it thinks fit.</p> <p>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.</p> | <p>Chairperson of Committee
Who to preside at meetings of Committee</p> |
| <p>128. i. A committee may meet and adjourn as it thinks fit.</p> <p>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</p> | <p>Committee to meet

Questions at Committee meeting how decided</p> |
| <p>129. 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.</p> | <p>Acts of Board or Committee valid notwithstanding defect of appointment</p> |
| <p>130. 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.</p> | <p>Passing of resolution by Circulation</p> |

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

131. 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; Chief Executive Officer, etc
 - ii. A Director may be appointed as chief executive officer, manager, company secretary or chief financial officer Director may be chief executive officer, etc.
132. A provision of the Act or these regulations requiring or authorising 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. Same person not authorized to act in different capacity

MANAGING DIRECTOR

133. 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 Managing Director
- 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.

REGISTERS

134. 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 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 Foreign register

THE SEAL

135. The Company shall have a common Seal and the Directors shall provide for the safe custody thereof. The Seal shall not be affixed to any instrument except Seal
- i. by the authority of a resolution of the Board of Directors or a committee of the Board authorized in that behalf, and

- ii. in the presence of at least two Directors and the secretary of the Company or such other person as the Board may appoint for the purpose, who shall sign every instrument to which the Seal is so affixed in their presence. Such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

DIVIDEND AND RESERVE

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| 136. | 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 |
| 137. | 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 |
| 138. | 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, think 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 |
| 139. | 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 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. | Division of profits |
| | 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. | Payments in advance |
| | 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. | Dividends to be Apportioned |
| 140. | 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. | No member to receive dividend whilst indebted to the Company and Company's right to reimbursement there from |
| 141. | 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. | |

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| <p>142. 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>Instrument of payment
Receipt of one holder Sufficient</p> |
| <p>143. 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>Notice of Dividend</p> |
| <p>144. 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>Waiver of dividend</p> |
| <p>145. 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>No Interest on Dividend</p> |
| <p>146. No dividend shall bear interest against the Company.</p> | |

ACCOUNTS

- 147.** 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

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| <p>148. Subject to the provisions of Chapter XX of the Act and Rules thereunder—</p> <p>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.</p> <p>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.</p> <p>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.</p> | <p>Winding up of Company</p> |
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INDEMNITY AND INSURANCE

- 149.** 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 149 of the Articles of Association of the Company in the form of a separate Chapter II. Articles 1 to 149 shall be placed under the new Chapter I of the Restated Articles.

CHAPTER – II

PROVISIONS PURSUANT TO THE SHAREHOLDERS AGREEMENT INSERTED AS ARTICLE NOS. 150 – 170 VIDE SPECIAL RESOLUTION PASSED UNDER THE COMPANIES ACT, 2013 BY THE SHAREHOLDERS OF COMPANY

MISCELLANEOUS

150. Notwithstanding anything to the contrary contained in the preceding Articles 1 to 149, 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. It is clarified that the matters listed in Articles 1 to 149 are in addition to all other rights that the investors (as defined below) may have as shareholders of the company under Chapter I of these articles.

151. The termination of the Agreement (as defined below) 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 Agreement before such termination / cessation.

152. DEFINITIONS AND INTERPRETATION

152.1 Definitions

In these Articles, the following terms, to the extent not inconsistent with the context thereof, shall have the following meanings assigned to them herein below:

"Act" means the Companies Act, 1956 or the Companies Act, 2013 (as applicable) and any amendment thereto or any other re-enactment thereof.

"Affiliate(s)" means:

- (i) with respect to any Person other than a natural Person, any other Person that is directly or indirectly, through one or more intermediate Persons, Controlling, Controlled by, or under common Control of such Person and any investment funds managed or advised by such specified Person; and
- (ii) with respect to any natural Person, (i) any other Person that is a Relative of such Person, and (ii) any Person that is directly or indirectly, through one or more intermediate Persons, Controlled by such Person;

provided that with respect to the Investors the term 'Affiliate' shall also include any pooled investment fund(s) and/or juristic entity managed by the same manager, managing member, limited partner/investors of pooled investment fund(s) of IBEF - II and/or IBEF - IIA, general partner or management company or by an entity Controlling, Controlled by, or under common Control with such manager, managing member, general partner or management company, or any other pooled investment fund, Motilal Oswal Financial Services Limited, group companies of Motilal Oswal Financial Services Limited and high net worth individuals who are desirous of investing in the Company and such high net worth individuals shall not be considered as the or part of the following, "Investor" or the "Investment Amount" (as defined below) and "Investor

Securities" (as defined below).

"Agreement" means the shareholders' agreement dated March 26, 2015 entered into between the Company, IBEF-II, IBEF-IIA, Prasad, Indira, Vasumathi, Vasantha, Raghu, IKFFSPL and IKFIPL.

"Articles" means these 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.

"Anti-Corruption Legislations" means the Prevention of Corruption Act, 1988, the Prevention of Money Laundering Act, 2002 and any other anti-corruption Law applicable where the Company conducts business, including any rules and regulations formed there under from time to time.

"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.

"Big Six Accounting Firms" means any of KPMG, PricewaterhouseCoopers, Deloitte & Touche Tohmatsu, Ernst & Young, Grant Thornton, Haribhakti and Co. and/or their affiliated or associated firms.

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

"Business" means the business of arrangement of finance or financing for and on vehicles, and immovable and moveable assets in the Republic of India, including providing loans against property, small ticket business loans and related ancillary services or businesses such as equipment finance, secured retail finance and housing finance including undertaking any of the foregoing as channel partner or commercial associate to any Person and any other financing (whether secured or unsecured) upto 5% (Five Percent) of the asset under management of the Company.

"Business Day" means a day on which scheduled commercial banks are open for normal banking business in Mumbai, Hyderabad and Vijaywada, India and Port Louis, Mauritius.

"Business Plan" means the annual detailed business and financing plan of the Company prepared by the Company and the Promoters and approved by the Investors in accordance with these Articles, which includes the annual budget, comprising of, without limitation, a projected profit and loss account, a projected balance sheet and projected cash flow statements, projected revenues, projected costs, projected operating and projected capital expenditures, projected disbursements, projected yield projected financing requirements, amount and timing of debt financing, if any, the current and future business strategy for the on-going Financial Year, and as may be amended from time to time in accordance with the terms of these Articles.

"CFO" means the chief financial officer of the Company or any Person of whatsoever designation performing the functions of a chief financial officer, who is primarily responsible for the upkeep and management of accounts, management information system and cash flows of the Company and who is appointed in accordance with the Agreement.

"Company" shall mean IKF 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.

"Competitor" shall mean any Person, who directly or indirectly, carries on any business that is the same or similar with the Business of the Company as on the date of determination.

"Confidential Material" shall have the meaning ascribed to the term under Article 167.1 .

"Control", with respect to a Person, includes the right to appoint majority of the directors or to control the management or policy decisions of such Person exercisable by a Person or Persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner and includes, without prejudice to the generality of the foregoing, the ownership, directly or indirectly, of more than 26% (Twenty Six Percent) of the voting rights of such Person.

"Deed of Adherence" means the deed of adherence in the form set out in **Schedule 3** of these Articles.

"Default Notice" shall have the meaning ascribed to the term under Article 164.2 (b) of these Articles.

"Director" means a director of the Company and any alternate of such director appointed in accordance with the Act, the Agreement and these Articles.

"Dragged Along Securities" shall have the meaning ascribed to the term under Article 163.3 (h) of these Articles.

"Drag Purchaser" shall have the meaning ascribed to the term under Article 163.3 (h) of these Articles.

"Drag Shareholders" shall have the meaning ascribed to the term under Article 163.3 (h) of these Articles.

"Effective Date" shall mean the date the Agreement comes into effect i.e. March 26, 2015.

"Encumbrance" means any encumbrance including, without limitation, any security interest, claim, mortgage, pledge, charge, hypothecation, deed of trust, lien, deposit by way of security, bill of sale, assignment, option or right of pre-emption, attachment of Assets, beneficial ownership (including usufruct and similar entitlements), public right, common right, way leave, any provisional or executorial attachment, or any other type of preferential arrangement, privilege or priority of any kind having the effect of security or other such obligations, 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, any encumbrance, including any restriction imposed under any contract (other than the Agreement) on the transferability of the Securities.

"Equity Shares" mean the fully paid up 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 164.1 of these Articles.

"Execution Date" shall mean the date on which the Agreement was executed by the Parties .

"Exit Buy-back Notice" shall have the meaning ascribed to the term under Article 163.5 of these Articles.

"Exit Notice" shall have the meaning ascribed to the term under Article 163.4 of these Articles.

"Exit Put Option" shall have the meaning ascribed to the term under Article 163.6 of these Articles.

"Exit Put Tender Securities" shall have the meaning ascribed to the term under Article 163.6 of these Articles.

"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.

"Financial Investor(s)" shall mean (a) any Person engaged in the business of investing, buying and selling securities; or (b) any asset management companies, private equity/venture capital entities (incorporated as limited liability partnerships, trusts or companies), mutual funds, hedge funds, proprietary funds, financial institutions, banks (nationalised or otherwise and domestic or international), foreign institutional investors or any Person who provides equity or quasi equity funding, debt, guarantees, etc. or a combination of the above and (c) investment companies controlled directly or indirectly, by Persons referred to in (a) and (b) above.

"FMV" means fair market value which shall be determined by one of the Big Six Accounting Firms, mutually agreed upon between the Investors and Promoters. The FMV shall be calculated on a going concern basis and shall take into account the discounted cash flow valuation, valuation multiple in comparable transactions, strategic transactions and trading multiples of listed peers and/or any other internationally acceptable valuation methodologies for such matters and the financial statements used for such methodologies shall be calculated in accordance with the principles of Indian GAAP. Where the FMV is being determined pursuant to any notice by the Investors provided under the terms of these Articles, or is consequent to any breach by the Promoters and/ or Company, whether such FMV shall be determined as on the date of the notice or date of the said breach shall be decided at the option of the Investors.

"Force Majeure" or "Force Majeure Event" means the occurrence of an act of God, epidemic, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising 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 1.1(a) of these Articles.

"Fully Diluted Basis" means that the calculation is to be made assuming that all outstanding convertible securities (whether or not by their terms then currently convertible, exercisable or exchangeable), stock options, warrants, including but not limited to any outstanding commitments to issue shares at a future date whether or not due to the occurrence of an event or otherwise, have been so converted, exercised or exchanged (or issued, as the case may be).

"Fundamental Representations and Warranties" shall mean the representations and warranties set out in Clauses 2.1, 3.1, 4.1 4.2, 4.3, 6.1 and 15.6 of Schedule 3 Part A and Clauses 1.1, 1.2 and 2.115.6 of Schedule 3 Part B of the Share Subscription and Share Purchase Agreement.

"GAAP" means generally accepted accounting principles in India, notified by the appropriate Governmental Authority under the Act.

"Governmental Authority" means any government (foreign, domestic, multinational, federal, territorial, state, municipal or local), or any governmental, non-governmental, legislative, executive, administrative, fiscal, judicial, quasi-judicial or regulatory authority, government-owned or government-controlled (in whole or in part) enterprise, public international organisation, 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.

"IBEF-II" shall mean India Business Excellence Fund II, a unit scheme of Business Excellence Trust II,

a trust created under the Indian Trust Act, 1882, acting through its investment manager, MOPE Investment Advisors (India) Private Limited, a company registered in India under the Companies Act, 1956 having its registered office at 8 Palm Spring Centre, 2nd Floor, Palm Court Complex, New Link Road, Malad (West), Mumbai 400064

"IBEF-IIA" shall mean India Business Excellence Fund - IIA, a public limited company incorporated under the laws of Mauritius and having its office at Suite 304, Third Floor, NG Tower, Cyber City, Ebene, Mauritius

"IKFFSPL" shall mean IKF Financial Services Private Limited, a private limited 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

"IKFIPL" shall mean IKF Infratech Private Limited, a private limited 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

"Indebtedness" of any Person, means all obligations of such Person: (a) for borrowed money, (b) evidenced by notes, bonds, debentures or such similar instruments, (c) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the Ordinary Course of Business), (d) under capital leases; and (e) in the nature of guarantees of the obligations described in items (a) through (d) above of any other Person.

"Independent Director(s)" shall have the meaning ascribed to the term under Article 153.1(a)(iii) of these Articles.

"Insolvency Event" means any of the following events, in respect of the Company and/or the Promoter Group:

- any corporate action, legal proceedings or other procedure or step is taken or notice is given and received in relation to:
 - (i) winding-up, dissolution or administration (by way of voluntary arrangement, scheme of arrangement or otherwise) of the relevant Party; or
 - (ii) a composition, assignment or arrangement with any creditors of the relevant Party due to any debt restructuring exercise; or
 - (iii) the appointment of a provisional liquidator, a liquidator, receiver or other similar officer in respect of the relevant Party or in respect of its substantial assets, who is not removed within a period of 120 (one hundred and twenty) days of such appointment; or
 - (iv) enforcement of any security over any assets of the relevant Party, which has not been stayed or withdrawn within a period of 120 (one hundred and twenty) days of such appointment; or
 - (v) relevant Party becomes sick or declared as sick under applicable Law.

"Indira" shall mean Mrs. Vupputuri Indira Devi, an Indian citizen, aged 56 years, holding PAN ABXPV8272D and currently residing at 59A-16-4/8, 3rd Riad, RTC Colony, Vijayawada – 520 008

"Intellectual Property" means all of the following anywhere in the world and all legal rights, title or interest in, under or in respect of the following arising under Law, whether or not filed, perfected, registered or recorded and whether now or later existing, filed, issued or acquired, including all renewals: (a) all national, regional and international patents, patent applications, patent disclosures, utility models, utility model applications, petty patents, design patents and certificates of inventions, and all related re-issues, re-examinations, divisions, revisions, restorations, renewals, extensions, provisionals, continuations and continuations in part; (b) all copyrights, copyright registrations and copyright

applications, copyrightable works and all other corresponding rights; (c) all mask works, mask work registrations and mask work applications and all other corresponding rights; (d) all trademarks; (e) all inventions (whether patentable, patented or unpatentable and whether or not reduced to practice, any said patents, including any extensions, reissues, re-examinations, renewals, divisions, continuations, continuations-in-part, or design patents); (f) know-how, including technical know-how, process know-how, technology, technical data, trade secrets, confidential business information, regulatory requirements and information, clinical data and protocols, research and development information (including all research and development data, experimental and project plans and pipeline information), storing and shipping information, financial, marketing and business data, pricing and cost information, business and marketing plans, advertising and promotional materials, customer, distributor, third party manufacturer and supplier lists and information, correspondence, records, and other documentation, and other proprietary documentation and information of every kind; (g) all databases, data collections and data exclusivity; (h) all other proprietary rights; and (i) all copies and tangible embodiments of any of the foregoing (in whatever form or medium); including the right to sue for past, present or future infringement, misappropriation or dilution of any of the foregoing.

"Investment Amount" means aggregate of the Subscription Amount and the Purchase Amount, or any further amount invested by the Investors from time to time.

"Investors" shall mean IBEF-II and IBEF-IIA collectively, and **"Investor"** shall be any of them.

"Investor Director(s)" shall have the meaning ascribed to the term under Article 153.1(a)(i) of these Articles.

"IRR" means the discount rate expressed as an annual percentage rate, which when applied to any cash flows, results in a net present value of zero on those cash flows taking into account the date and amounts of such cash flows. While calculating the IRR, the coupon received by the Investors and any dividend declared by the Company would also be taken into consideration to adjust the calculation of IRR. The XIRR function of Microsoft excel shall be used for the purpose of calculating the IRR and if such program is no longer available, such other software program for calculating IRR as decided by the Investors and the Promoters.

"Investor Per Share Price" means the total amount paid by the Investors for purchase of/subscription to the Investor Securities divided by the number of Equity Shares owned by the Investors (on a Fully Diluted Basis) at the time of computation.

"Investor Purchase Shares" means an aggregate of (i) the 22,81,668 (Twenty Two Lakhs Eighty One Thousand Six Hundred and Sixty Eight) Equity Shares being purchased by IBEF-II; and (ii) the 38,15,893 (Thirty Eight Lakhs Fifteen Thousand Eight Hundred and Ninety Three) Equity Shares purchased by IBEF-IIA, from Prasad, Indira, Vasumathi and Vasantha.

"Investor Securities" means collectively the Investor Subscription Securities and the Investor Purchase Shares and other Securities and the securities held by the Investor Affiliates (and where the securities are held by high net worth individuals the same shall not be considered as the or part of the "Investor Securities" (save and except for the purpose of ascertaining the threshold of the Promoters to offer their shares in case of the Drag Along Right exercised by the Investor under Article 163.3 and (Default Drag Along Right) 164.2(b)(ii), which are issued to the Investors upon conversion of Investors Subscription Securities, any stock split, consolidation, bonus securities or issuance of fresh securities against the Investors Subscription Securities and Investor Purchase Shares due to mergers, amalgamation and reorganisation of the Company held by the Investors from time to time, and shall also include any Equity Shares acquired by the Investors in accordance with Article 151.1(b)(i)(A) and Article 160.5.

"Investor Subscription Securities" means the aggregate of

- (a) 47,91,503 (Forty Seven Lakhs Ninety One Thousand Five Hundred and Three) Equity Shares being subscribed to by IBEF-II; and

- (b) 80,13,375 (Eighty Lakhs Thirteen Thousand Three Hundred and Seventy Five) Equity Shares being subscribed to by IBEF- IIA.

"IPO" means closing of an underwritten initial public offering of the Equity Shares by the Company (whether by a fresh issue, or a sale of the existing Equity Shares or a combination of both), pursuant to which the Equity Shares are listed on a Stock Exchange, in which at least the minimum number of shares mandatory under the listing requirements are sold / issued to the public, in compliance with all applicable Laws and pursuant to Article 163.2 of these Articles.

"IPO Date" shall have the meaning ascribed to the term under Article 163.2 of these Articles.

"Issuance Notice" shall have the meaning ascribed to the term under Article 160.4 (b) of these Articles.

"Issuance Price" shall have the meaning ascribed to the term under Article 160.4 (b)(i) of these Articles.

"Key Management Person" means head of sales until the appointment of the CFO and the chief operating officer and once the CFO and CEO are appointed, the CFO and chief operating officer of the Company (by whatever name called) appointed from time to time.

"Key Promoter" shall have the meaning ascribed to the term under Article 170.1(a) of these Articles.

"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.

"Liabilities" means all Indebtedness, obligations, contingent liabilities and other liabilities of a Person including any obligation to pay Tax (whether absolute, accrued, fixed, or otherwise, or whether due or to become due or whether known or unknown).

"Loss" means actual and direct (i) losses, Liabilities, damages, diminution in value, fines, interest, penalties and (ii) Taxes or any other costs whatsoever (whether the foregoing arise out of third-party claims or not and whether or not pursuant to any pronouncements, orders and/or decrees by any Governmental Authority) including, reasonable attorneys' fees and expenses and all amounts paid in investigation, defence or settlement of any of the foregoing but excluding all punitive or indirect damages.

"Lock In Period" shall have the meaning ascribed to the term under Article 159.3(a) of these Articles.

"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 (i.e. having a financial impact of Rs. 5,00,00,000 (Rupees Five crores or more);
- (ii) the ability of the Company and/or the Promoters to: (i) perform their respective obligations; or (ii) consummate the transactions contemplated, under the Transaction Documents; and
- (iii) validity and enforceability of the Transaction Documents or the rights or remedies of the Investors therein or the transactions contemplated therein.

"Memorandum" means the memorandum of association of the Company as amended from time to

time.

"Ordinary Course of Business" means the ordinary course of business of the Company consistent with past custom and practice, to the extent consistent with applicable Law; *provided that* a series of related transactions which 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.

"Party(ies)" shall mean the Investors, the Company and the Promoter Group collectively, and **"Party"** shall mean any of them.

"Permitted Transfer" shall have the meaning ascribed to the term under Article 159.3(b) of these Articles.

"Person(s)" means any person (including a natural person), trust, Hindu undivided family (HUF), firm, trade union, company, corporation, Governmental Authority, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.

"Potential Investor" shall have the meaning ascribed to the term under Article 160.4(a) of these Articles.

"Post Money Equity Valuation" shall mean Pre Money Equity Valuation plus the Subscription Amount plus the consideration paid for the Promoter Group Subscription Shares.

"Prasad" shall mean Mr. Vupputuri Gopala Kishan Prasad, an Indian citizen, aged 67 years, holding PAN ACKPV7061N and currently residing at 59A-16-4/8, 3rd Riad, RTC Colony, Vijayawada – 520 008.

"Pre-Emptive Notice" shall have the meaning ascribed to the term under Article 1.1(b) of these Articles.

"Pre-emptive Right" shall have the meaning ascribed to the term under Article 1.1(a) of these Articles.

"Pre Money Equity Valuation" shall have the meaning set out under the Transaction Documents .

"Promoters" shall mean Prasad, Vasumathi and Vasantha collectively, and **"Promoter"** shall be any of them.

"Promoter Director(s)" shall have the meaning ascribed to the term under Article 153.1(a)(ii) of these Articles.

"Promoter Group" shall mean the Promoters along with Indira, Raghu, IKFFSPL and IKFIPL.

"Promoter Group Subscription Shares" shall have the meaning ascribed to in Article 168.

"Purchase Amount" shall have the meaning as set under the Transaction Documents.

"Raghu" shall mean Mr. Raghu Ram, an Indian citizen, aged 38 years, holding PAN AEFV6954F and currently residing at 59A-16-4/8, 3rd Riad, RTC Colony, Vijayawada – 520 008

"Registrar of Companies" means the registrar of companies having jurisdiction in the area where the registered office of the Company is situated.

"Related Party" means: (a) in relation to a Person which is a corporate entity: (i) any company under the same management (as defined by Section 2(76) of the Act) as that Person, (ii) any Person defined as a 'Related Party' under the Act, (iii) any shareholder of that Person, (iv) any Director of that Person, (v) without prejudice to (ii) above, any Person in which any shareholder, Director or Key Management Person has any interest, other than a passive shareholding of less than 10% (Ten per cent) in a public listed company, (vi) without prejudice to (ii) above, any private firm or unlisted company in which such

Person is a partner or shareholder or has any share, Control or interest, and (vii) any other Affiliate of such Person, and (b) in relation to any natural Person, any Relative of such Person, or any Person Controlled by such Person. The term "Related Parties" shall be construed accordingly.

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

"**Representations and Warranties**" means the representations and warranties by the Company and/or the Promoters made under the Agreement and as specifically set out in Clause 6 of the Share Subscription and Share Purchase Agreement and Schedule 3 of the of the Share Subscription and Share Purchase Agreement.

"**Reserved Matter Items**" shall have the meaning ascribed to the term under Article 153.5(a) of these Articles.

"**Securities**" means the Shares and Share Equivalents and shall include the Investor Purchase Shares and Investor Subscription Securities.

"**Share capital**" means all of the issued and paid up Shares.

"**Share Equivalents**" means preference shares, debentures, bonds, loans, warrants, options, depository receipts, debt securities, loan stock, notes, or any other instruments, securities or certificates which are convertible into or exercisable or exchangeable for, or which carry a right to subscribe to or purchase, or which represent or bestow any beneficial ownership / interest in, the Equity Shares.

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

"**Shares**" means preference shares of the Company and/or Equity Shares.

"**Share Subscription and Share Purchase Agreement**" means the Share Subscription and Share Purchase Agreement dated March 26, 2015 executed amongst IBEF-II, IBEF-IIA, Prasad, Indira, Vasumathi, Vasantha, Raghu, IKFFSPL and IKFIPL.

"**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 acceptable to the Investors.

"**Subscription Amount**" shall have the meaning as set under the Share Subscription and Share Purchase Agreement.

"**Taxes**" means (i) any direct or indirect taxes including excise duties, stamp duties, customs duties, service tax, value added tax, sales tax, local taxes, cess, and (ii) all forms of deductions, withholdings, duties, imposts, levies, fees or other charges or taxes of a similar nature charged/levied by any Governmental Authority (including any penalty or costs or charges or interest payable in connection with any failure to pay the same), whether levied, collected, withheld or assessed.

"**Threshold Price**" means, in relation to any Share,

- (a) if the Share is a Share Equivalent, effective price per Shares upon conversion at which such Security is issued as divided by the number of Equity Shares issued upon conversion, exercise or exchange (as the case may be) of such Share Equivalent at the time of computation; and
- (b) if the Share is not a Share Equivalent, the price at which such Shares are issued.

"**Transaction Documents**" means a collective reference to the Agreement, the Share Subscription and Share Purchase Agreement, these Articles and all other deeds and documents executed by the Parties to give effect to the transactions contemplated under the Transaction Documents.

"**Transfer**" means to sell, gift, exchange, give, assign, transfer any interest in trust, alienate, 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, aged 49 years, holding PAN AGEPV1463B and currently residing at 59A-16-4/8, 3rd Riad, RTC Colony, Vijayawada – 520 008.

"**Vasumathi**" shall mean Mrs. Koganti Vasumathi Devi, an Indian citizen, aged 40 years, holding PAN AXEPK4252F and currently residing at 59A-16-4/8, 3rd Riad, RTC Colony, Vijayawada – 520 008.

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 (after the date of these Articles) 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", "Schedules" and "Annexures" shall be to articles or schedules or annexures of these Articles, unless otherwise specified.
- (iii) The Schedules attached hereto are incorporated in and are intended to be a part of these Articles, provided that in the event of a conflict between the terms of any Schedule 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" 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 Execution Date, from time to time, be amended, varied, supplemented or novated in writing in accordance with the requirements of such agreement or document.
- (ix) Any reference to any Clause or Schedule of the Agreement shall be construed as though the provisions of such Clause or Schedule shall be included herein in these Articles, unless otherwise specified.

- (x) A reference to conduct includes, without limitation, an omission, statement or undertaking whether or not in writing.
- (xi) Reference to the word "include" 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 "month" or a "year" shall be to a calendar month or calendar year, respectively.
- (xv) Reference to "consent" or "approval" shall mean prior written consent/approval.
- (xvi) Any reference to mutual agreement shall mean any mutual agreement in writing by the concerned Parties.
- (xvii) The expressions "body corporate", "holding company", "subsidiary" and "subsidiary company" shall have the respective meanings ascribed to them in the Act.
- (xviii) Unless expressly provided otherwise, the provisions of these Articles which relate to the Promoters are given and entered into by them jointly and severally. The Investors may release or compromise the liability of a Promoter without affecting the liability of the other Promoter. If any liability of a Promoter is, or becomes, illegal, invalid or unenforceable in any respect, this shall not affect or impair the liability of the other Promoter under these Articles.
- (xix) No provisions of these Articles shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

153. CORPORATE GOVERNANCE

153.1 Constitution of the Board

- (a) Composition on the Effective Date. On and from the Effective Date, the Board shall comprise upto 9 (nine) Directors, of whom:
 - (i) (A) Investors shall have a right to appoint and maintain in office 2 (two) Directors so long the Investors hold, in aggregate, 10% (Ten percent) or more of the Share capital of the Company on a Fully Diluted Basis; or (B) Investors shall have a right to appoint and maintain in office 1 (one) Director so long the Investors hold, in aggregate, 2.5% (Two and half percent) or more but less than 10% (Ten Percent) of the Share capital of the Company on a Fully Diluted Basis. (Directors appointed as per Article 153.1(a)(i)(A) or Article 153.1(a)(i)(B) above shall be referred to as "**Investor Director(s)**"); and
 - (ii) Promoters shall have a right to appoint and maintain in office 4 (four) Directors ("**Promoter Director(s)**"). In this regard, the Promoters agree that 3 (three) out of the 4 (four) Directors nominated for appointment by the Promoters shall always be the Promoters themselves (for so long as they are able to act as Directors and permitted under applicable Law); and
 - (iii) 3 (three) independent Directors of whom, 1 (one) independent director shall be proposed by the Promoters and 2 (two) independent directors shall be proposed by

the Investors ("**Independent Director(s)**") or such other number as permitted under applicable Law within a period of 18 (eighteen) months from the Effective Date.

Further, it is agreed between the parties that to the extent the Investor Directors and Promoter Directors are not appointed, the position shall remain vacant.

- (b) Appointment and removal. The right of nomination of a Director conferred on the Investors and the Promoters with respect to Investor Directors and Promoter Directors respectively, shall include the right at any time to require the Company, subject to the provisions of the Act, to remove and/or replace from office such individual nominated or appointed by the Investors / Promoters (as the case may be), and from time to time determine the period for which such individual shall hold office as Director.
- (c) Additional directorship. To the extent permissible by applicable Law, the appointment of the Investor Directors shall be by direct nomination by the Investors and any appointment or removal of the Investor Director under this Article 153.1 shall, unless the contrary intention appears, take effect from the date it is notified to the Company in writing. If applicable Law does not permit the Person nominated by the Investors, to be appointed as a Director merely by nomination by the Investors, then the Company and the Promoters Group shall ensure that the Board forthwith (and in any event within 10 (Ten) Business Days of such nomination or at the next Board meeting, whichever is earlier) appoints such Person as a Director and further that, unless the concerned Investor changes or withdraws such nomination, such Person is also elected as a Director at the next general meeting of the Shareholders.
- (d) Committees. The Investors shall at their sole discretion also be entitled to nominate one Investor Director to all committees of the Board. The quorum at a meeting of the committees of the Board shall be at least 1 (one) Investor Director and 1(one) Promoter Director, who shall be present at the commencement and throughout the meeting of the committee, unless this requirement is waived in writing by such Investor Director or Promoter Director, as the case may be). It is further agreed between the Parties that no person other than Promoter Directors shall be appointed by the Promoters on the committees. Unless otherwise decided by the Board in writing, the provisions relating to agenda, notice, quorum and voting applicable to the Board shall apply, to the extent permissible, to any committee formed by the Board.
- (e) Exercise of voting rights. If the Investors desire by way of written communication to the Company that the Investor Director nominated by it should cease to be a Director, the Promoters shall exercise their voting rights, in relation to the Securities held by them in the Company in such manner so as to ensure removal of such Director and the appointment of such other individual as a Director, as may be nominated by the Investors.
- (f) Alternate Director. Subject to the Applicable Laws, the Investors shall be entitled to nominate alternate Director(s) for the Investor Director(s) it is entitled to nominate. 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.
- (g) Observer. The Investors shall, in addition to its right to nominate Directors in accordance with Article 153.1, also be entitled to appoint 1 (one) observer ("**Observer**") to the Board and all committees of the Board. The Observer shall be entitled to attend all the meetings of the Board and the committees of the Board of the Company but shall not have any right to vote or participate in any manner in any discussions or deliberations of the Board or its committees. The Investors shall be responsible for the actions of the Observer including compliance by the Observer of confidentiality obligations under the Transactions Documents as applicable to the Investors.
- (h) Casual Vacancy. The Investors and the Promoters shall have the right to fill in any casual vacancy caused in the office of the Investor Director(s) and the Promoter Directors nominated

by the Investors and the Promoters, by reason of his/her resignation, death, removal or otherwise. All nominations made by the Investors shall be in writing and shall take effect on the Board passing resolution(s) approving the appointment of the nominated Director.

- (i) Subsidiaries. The Parties agree that the rights of the Investors set out in this Article 153.1 shall also extend to wholly owned subsidiaries of the Company in its entirety. In case of subsidiaries other than wholly owned subsidiaries and joint ventures of the Company as created in the future and where there the Company has a right to appoint 3 (Three) or more directors to the board of directors of that company, then the Investors shall be entitled to nominate 1 (One) director and the Promoters shall be entitled to nominate 2 (Two) directors and where the Company has a right to appoint 2 (Two) or less than 2 (Two) directors to the board of directors of that company, then the Investors shall not be entitled to appoint directors to the board of that company and the Promoters shall be entitled to appoint the directors to in such case. Where there are rights (including reserved matters provided to the Company in such company), the Company shall exercise such rights subject to the rights of the Investors hereunder. For example, where the Company has reserved matters on subsidiaries other than wholly owned subsidiaries and joint ventures of the Company, the Company will exercise their voting whether at the board or at a shareholders meeting on such reserved matters only subject to the Investors rights, where such reserved matters fall in the list of the Reserved Matters Items set out in Schedule 1 in favour of the Investors to the extent such rights are available to the Company in such entities. Such rights shall be exercised at the sole discretion of the Investors. The Promoters and the Company shall procure that the wholly owned subsidiaries of the Company act in accordance with the Transaction Documents to the extent of the provisions of Articles 153.1.
- (j) Reasonable Expenses. The Company shall reimburse the Investor Directors' and the Observer and any other Investor representatives expenses relating to their attendance at meetings of the Board or committees or any other meetings, including air fare, boarding and lodging expenses.

153.2 Liability of the Investor Directors

- (a) The Company recognizes that the Investor Directors shall not have any day-to-day managerial powers and that they will not be whole time, managing or executive directors of the Company and will not, subject to applicable Law, be held responsible for any default or failure of the Company in complying with the provisions of any applicable Laws, including defaults under the Act, Taxation and labour Laws of India. The Company shall assert such position in any notice, reply, litigation or other proceedings in which any liability is sought to be attached to the Investors and/or the Investor Directors. The Investor Directors shall not be required to hold any qualification shares.
- (b) Subject to applicable Law, the Promoters and the Company expressly agree and undertake that they shall not identify the Investor Directors as '*officers in default*' of the Company, or occupier of any premises used by the Company or employers or "*person-in-charge*" under applicable Laws. Further, the Promoters and the Company undertake to ensure that the Directors or suitable individuals other than Investor Directors are nominated as compliance officers, occupiers and/or 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 in complying with the provisions of any applicable Laws.
- (c) In the event that any notice or proceedings have been filed against any Director, the Company, and the 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 Director. The Investors and all Directors shall be entitled, in their discretion, to defend or require the Company to defend the notice or proceedings, in case where the Company is

required, the Company shall take all steps to defend such Directors against such notice or proceedings.

(d) Director Indemnification

- (i) The Company shall indemnify, defend and hold harmless the Directors to the fullest extent permitted by applicable Law against all Losses actually and reasonably incurred by him or her in connection with any action, suit or proceeding, where the Director was or is a party or is 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 the Director is or was a Director of the Company, was serving at the request of the Company as an officer/director/partner/trustee/employee of another Person (as the case may be).
- (ii) If so requested by the Directors, the Company shall advance any and all Losses incurred by the Directors by paying such Losses on behalf of the Directors. In the event the Company is restricted under Law from paying such Losses on behalf of the Directors, then the Company shall reimburse the Investor Directors for such Losses.
- (iii) 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 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.
- (iv) The rights of the Directors under the Agreement shall be in addition to any other rights the Directors may have under these Articles or otherwise. To the extent that a change in applicable Law permits greater indemnification by agreement than would be afforded currently under the these Articles, it is the intent of the Parties hereto that the Directors shall enjoy by these Articles the greater benefits so afforded by such change.
- (v) The Directors are expressly meant to be beneficiaries of this Article 153.2.

153.3 Board Meetings

- (a) Subject to applicable Law, the business and affairs of the Company shall be managed by and under the direction of the Board. Provided however that, in respect of Reserved Matter Items, the Board shall act in the manner specified in Article153.5.
- (b) Frequency. The Board shall meet at least such number of times and at such frequency as prescribed under the Act.
- (c) Notice:
 - (i) A meeting of the Board may be called by any 1 (one) other 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, convening a meeting of the Board, which notice shall be accompanied by a written agenda specifying the business of such meeting and copies of all papers relevant for such meeting and where the agenda includes any matter which is a Reserved Matter Item, the same will be described appropriately in the Notice. Reserved Matter Items shall form a part of the agenda of a Board meeting only after prior written consent of the Investors is obtained. The Promoters and the Company shall ensure that any matter proposed by the

- Investors/Investor Director shall be placed on the agenda of any Board meeting of the Company.
- (ii) No meeting of the Board may be held unless at least 15 (fifteen) days' written prior notice of the meeting is issued to all the Directors; *provided that* a Board meeting at shorter notice may be convened, subject to the provisions of the Act, if the majority of the Directors including the Investor Directors accord their consent thereto.
- (d) Quorum:
- (i) The quorum at a Board meeting shall be 2 (two) Directors or one-third of its total strength, whichever is higher, of which 1 (one) shall be an Investor Director and 1 (One) shall be the Promoter Director who shall be present at the commencement and throughout the Board meeting, unless this requirement is waived in writing by such Investor Director and/or Promoter Director (as the case may be).
- (ii) If adequate quorum is not present at any Board meeting due to the Promoter Director and/or the Investor Director not being present as mentioned in sub-Article (i) above, the meeting shall be adjourned by 7 (seven) days at the same place and same time as the original meeting ("**First Adjourned Meeting**"). If adequate quorum is not present at the First Adjourned Meeting on account of 1 (One) Promoter Director not being present at the First Adjourned Meeting, then the Board meeting shall be adjourned by 7 (seven) days at the same place and same time as the First Adjourned Meeting ("**Second Adjourned Meeting**"). If the adequate quorum is not present at the Second Adjourned Meeting on account of 1 (One) Promoter Director not being present at the Second Adjourned Meeting, then the resolution to be passed at such meeting shall be passed by circular resolution (in accordance with Article 1.1(h) below) and if a matter at the meetings of the Board cannot be passed by circular resolution under applicable Law then the Second Adjourned Meeting shall be adjourned by 7 (seven) days at the same place and same time as the Second Adjourned Meeting ("**Third Adjourned Meeting**"), then notwithstanding anything to the contrary contained herein, the Directors then present at such Third Adjourned Meeting shall constitute the quorum for the purposes of such adjourned meeting. If such day on which the adjourned meeting is to be held is not a Business Day, then the meeting shall be held on the next day which is a Business Day.
- (e) Voting. Each Director shall be entitled to exercise 1 (one) vote at Board meetings. Subject to Article 153.5(*Reserved Matters*) and any additional requirements under the Act, the Memorandum and Articles, any decision shall be said to have been made and/or a resolution shall be said to have been passed at a meeting of the Board, only if at a validly constituted meeting such decisions are approved by and/or the resolution is passed by a majority of the Directors present and voting at such Board meeting. For the avoidance of doubt, in the event that the Reserved Matters Items are placed on the agenda or is passed without placing it on the agenda as circulated to the Investor is passed then notwithstanding anything contained herein, such Reserved Matter Item 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 Reserved Matter Item.
- (f) 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 and where the Reserved Matters Items are on the agenda, the chairman of the meeting shall not be entitled to a casting vote. Where matters other than the Reserved Matters are on the agenda, then the chairman shall be entitled to a casting vote.
- (g) Participation by Audio Visual Methods. Subject to compliance with the provisions of the Act and the rules framed thereunder, 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.

(h) Resolution by circulation.

(i) 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 if the resolution proposed to be passed by circulation pertains to a Reserved Matter Item, then such circular resolution shall be valid and effective only if it has received the prior written consent of the Investors in accordance with Article 153.5 (*Reserved Matters*).

(ii) A resolution passed by circulation in accordance with sub-Article (i) 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.

(i) Minutes. The substance of the course of 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.

153.4 General Meetings

(a) 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 Company or by any Shareholder and held in accordance with applicable Law and the Articles.

(b) Notice:

(i) 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, convening a meeting of the Shareholders, which notice shall be accompanied by a written agenda specifying the business of such meeting and copies of all papers relevant for such meeting and where the agenda includes any matter which is a Reserved Matter, the same will be described appropriately in the Notice. Reserved Matter Items shall form a part of the agenda of a Shareholders meeting only after prior written consent of the Investors is obtained. The Promoters and the Company shall ensure that any matter proposed by the Shareholders shall be placed on the agenda of any Shareholder meeting of the Company.

(ii) No meeting of the Shareholders shall be convened at shorter notice, unless it is subject to the provisions of the Act and provided that the majority of the Shareholders including the Investor accord their consent thereto.

- (c) Voting. At all general meetings of the Shareholders, voting of each of the Shareholders shall be as per the applicable Law subject to the provisions of Article 156.2 ,every Shareholder present in person, by proxy or if a company, by representative, shall have one vote for each Share held by such Shareholder.

Subject to Article 153.5 (*Reserved Matters*) and any additional requirements under the Act, the Memorandum and Articles, any decision shall be said to have been made and/or a resolution shall be said to have been passed at a meeting of the Shareholders, only if at a validly constituted meeting such decisions are approved by and/or the resolution is passed by the required majority of Shareholders (as per the Act) at such meeting. For the avoidance of doubt, in the event that the Reserved Matters Items are passed without placing it on the agenda as circulated to the Investor then notwithstanding anything contained herein, such Reserved Matter Item 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 Reserved Matter Item.

- (d) Minutes. The substance of the course of 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 30 (thirty) days after each such meeting.

- (e) Quorum.

(i) The quorum at a Shareholders meeting shall be 5 (five) Shareholders or such number as may be prescribed under applicable Law, of which 1 (one) shall be an Investor representative and 1 (one) Promoter and where the Promoter is a company then a representative of the Promoter, who shall be present at the commencement and throughout the meeting, unless this requirement is waived in writing by such Investor and/or Promoter (as the case may be).

(ii) If adequate quorum is not present at any Shareholders meeting due to the Promoter representative and/or the Investor representative not being present as mentioned in sub-Article (i) above, the meeting shall be adjourned by 7 (seven) days at the same place and same time as the original meeting ("**First Adjourned Meeting**"). If adequate quorum is not present at the First Adjourned Meeting on account of the 1 (one) Promoter representative not being present at the First Adjourned Meeting, then the the meeting shall be adjourned by 7 (seven) days at the same place and same time as the First Adjourned Meeting ("**Second Adjourned Meeting**"). If the adequate quorum is not present at the Second Adjourned Meeting on account of the 1 (one) Promoter representative not being present at the Second Adjourned Meeting, then the resolution to be passed at such meeting shall be passed by postal ballot in accordance with the provisions contained in the Act and if a matter at the meetings cannot be passed by postal ballot in accordance with the provisions contained in the Act, then the Second Adjourned Meeting shall be adjourned by 7 (seven) days at the same place and same time as the Second Adjourned Meeting ("**Third Adjourned Meeting**"), then notwithstanding anything to the contrary contained herein, the Shareholders then present at such Third Adjourned Meeting shall constitute the quorum for the purposes of such adjourned meeting. If such day on which the adjourned meeting is to be held is not a Business Day, then the meeting shall be held on the next day which is a Business Day.

- (f) Chairman and Casting Vote. 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 and where the Reserved Matters Items are on the agenda, the chairman of the meeting shall not be entitled to a casting vote. Where matters

other than the Reserved Matters are on the agenda, then the chairman shall be entitled to a casting vote.

153.5 Reserved Matters

- (a) Notwithstanding anything to the contrary contained in these Articles, the Parties agree that the actions, decisions and resolutions set out in **Schedule 1** in relation to the Company ("**Reserved Matter Items**") shall not be taken (whether by the Board, any Director, any committee, the Promoters of the Company or any of Key Management Persons, the employees, agents, officers of the Company) without the prior written consent of a representative of the Investors.
- (b) The Parties further agree that no Reserved Matter Item shall be placed on the agenda of a Board meeting, any meeting of a committee and/or Shareholders meeting without prior written consent of the Investors.
- (c) Notice seeking consent for the 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 at the Investor's end, the same will not be included in the agenda of any forthcoming Board or Shareholders' meeting and the notice seeking consent for the Reserved Matter Item shall be treated as null and void to that effect and accordingly the decision on such Reserved Matters shall be null and void.

The Investors shall be entitled to waive their rights / entitlements under this Article 153.

154. COVENANTS AND UNDERTAKINGS

154.1 The Company and the Promoters, jointly and severally, covenant and agree with the Investors that, at all times during the term of the Agreement, the Company shall, and the Promoters shall ensure that the Company shall comply with the covenants as set out in Clause 5.1 of the Agreement.

154.2 The Promoter Group shall jointly and severally, covenant and agree with the Investors that, at all times during the term of the Agreement, the Promoters shall ensure that the Promoters shall comply with the covenants as set out in Clause 5.2 of the Agreement.

154.3 Business Plan

The Promoters shall cause the Company to, and the Company shall, obtain the approval of the Investors with respect to the Business Plan on an annual basis (a draft copy of which shall be provided by the Company to the Investors on or before 30th April every year for the forthcoming Financial Year). It is clarified that in the event that the Business Plan submitted for the approval of the Investors for the forthcoming Financial Year is not approved then the existing Business Plan shall be the Business Plan for the forthcoming year.

154.4 Re-definition of the Promoters

- (d) The Company and the Promoter Group acknowledge that 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 Parties agree, acknowledge and undertake that the Company shall not under any circumstances declare, publish or disclose the Investors in any document related to a public offering/IPO, accounts or any public disclosures as "promoters" or part of the "promoter group" of the Company. The Company and 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 Promoters.

- (e) Except as may be expressly agreed to the contrary in these Articles and/or in the Agreement, the Promoters shall, subject to compliance with applicable Laws, 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 Promoters 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 154.4.

155. NON-COMPETE AND NON-SOLICITATION

155.1 The Promoters and their Affiliates shall comply with their obligations under Clause 6.1 of the Agreement, and the Promoters and the Investor shall comply with their obligations under Clause 6.2 of the Agreement. The Company undertakes that it shall not, through any act or omission or otherwise, directly or indirectly, cause any breach of the Non-Compete and the Non-Solicitation obligations of the Promoter, its Affiliates, or the Investor, as applicable, under Clause 6.1 and 6.2 of the Agreement

155.2 The Parties acknowledge and agree that the restrictions in Clause 6.1 and 6.2 of the Agreement are considered reasonable for the legitimate protection of the Business and goodwill of the Company, but in the event that such restriction shall be found to be void under Law or otherwise, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this Article 155.2 or Clause 6 of the Agreement valid and effective under Law and otherwise. Notwithstanding the limitation of this provision by any Law for the time being in force, the Parties undertake to at all times observe and be bound by the spirit of Clause 6.1 and 6.2 of the Agreement. *Provided however*, upon revocation, removal or diminution of the applicable Law or provisions, as the case may be, by virtue of which the restrictions contained in Clauses 6.1 and 6.2 of the Agreement were limited as provided therein, the original restrictions would stand renewed and be effective to their original extent, as if they had not been limited by the Law or provisions revoked. The Parties expressly acknowledged and agreed by way of the Agreement that the Investors would not have proceeded with the subscription and purchase contemplated under the Share Subscription and Share Purchase Agreement but for the Promoters' covenants under the Clauses 6.1 and 6.2 of the Agreement.

156. EXERCISE OF RIGHTS

156.1 Without prejudice to the other provisions of these Articles, the Parties shall exercise all powers and rights available to them (including their voting rights and their rights as and in respect of Directors), in support of the provisions of the Transaction Documents and so as to procure and ensure that the provisions of the Transaction Documents are complied with in all respects by the Company. Without prejudice to the other provisions of these Articles, the Promoters agree to exercise all powers and rights available to them (including their voting rights and their rights as and in respect of Directors), to fulfill all the obligations of the Promoters under the Transaction Documents and without prejudice to the other provisions of these Articles, the Investors agree to exercise all powers and rights available to them (including their voting rights and their rights as and in respect of Directors) to fulfill all the obligations of the Investors under the provisions of the Transaction Documents.

156.2 The Parties shall be jointly and severally liable to ensure the performance of the Transaction Documents. The Promoter Group agrees that for the purposes of these Articles, the Promoter Group will be considered as a single block of Shareholders and shall at all times act jointly.

156.3 If there is any ambiguity, inconsistency or conflict between the provisions of the Agreement and the Memorandum and Articles (as the case may be), such ambiguity, conflict or inconsistency shall be resolved by promptly taking all such actions as are necessary to amend the Memorandum and Articles (as the case may be) to eliminate such inconsistency or ambiguity from the Memorandum and Articles (as the case may be) and to replace it with a term that is consistent with the Agreement. In the

meantime, while any such amendments to the Articles (as the case may be) are pending, no Shareholder shall seek to enforce the provision of the Articles, as the case may be, that is being amended so as to avoid the inconsistency with the provisions of the Agreement.

157. INFORMATION RIGHTS, INSPECTION AND MONITORING

157.1 The Company 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 GAAP.

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

- (a) Audited annual financial statements (within 75 (seventy five) days from the end of each Financial Year);
- (b) Unaudited annual financial statements (within 45 (Forty five) days from the end of each Financial Year);
- (c) Unaudited quarterly financial statements (within 30 (Thirty) days from the end of each quarter of each Financial Year);
- (d) 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 15 (Fifteen) days from the start of the following month);
- (e) A proposed draft Business Plan for a Financial Year for approval in writing from the Investors, prior to being tabled before the Board (on or before 30th April every year for the forthcoming Financial Year);
- (f) Within 3 (three) Business Days, copies of any special reports submitted for the purpose of regulatory compliance, notices received or reports or notices submitted to any Governmental Authority, apart from any routine regulatory filings and reports;
- (g) Within 3 (three) Business Days, copies of any changes to material licenses and any material agreements which has an impact of Rs. 25,00,000 (rupees twenty five lakhs only) or above required for the conduct of the Business;
- (h) Within 3 (three) Business Days, details of any litigation or judicial proceedings (including proceedings for winding-up or with respect to any notices received under the applicable Laws), proceedings or material dispute or adverse changes that impedes or which is likely to adversely affect the Company's Business or Assets or otherwise save and except in Ordinary Course of Business;
- (i) Within 7 (seven) Business Days, details of any withdrawal of material banking and/or credit facilities of the Company and a description of the Company's efforts to restore adequate banking facilities.
- (j) Within 7 (seven) Business Days, notices of meetings of the Board, of committees of the Board and of the Shareholders of the Company, alongwith any explanatory statements annexed thereto;
- (k) Draft Minutes of meetings of Board, committees of the Board and Shareholders of the Company (within 10 (Ten) days of the occurrence of such events);

- (l) 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 performance and the measures which the Company and Promoters are taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (m) Such other financial and accounting reports and other information as the Investors may reasonably request.

157.3 The Company shall give full access to the Investors and its authorised representatives (including its counsel, accountants, auditors and other professional advisors) to visit and inspect and take copies of all records, reports, books, contracts and commitments of the Company in relation to its properties, Assets, Liabilities, corporate and financial affairs, and to discuss and consult its business, operations, actions plans, budgets and finances with the Directors and Key Management Persons upon reasonable notice of not less than 15 (Fifteen) Business Days. Costs upto Rs. 10,00,000 (Rupees ten lakhs only) per annum incurred in connection with such inspection shall be borne by the Company.

158. UNITED STATES PASSIVE INVESTOR COVENANTS

- (a) The Promoters and the Company hereby agree and undertake that they shall comply with the covenants of the Promoter and the Company under Clause 8.4 of the Agreement.

159. TRANSFER OF SECURITIES

159.1 Restriction on Transfer of Securities

- (a) The Promoters 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. 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.
- (b) Other than as provided in these Articles, the Promoters shall not place their Securities in a voting trust or enter into a voting agreement or similar arrangement with respect to their Securities. This prohibition shall not apply to proxies granted in accordance with the Articles and applicable Law.
- (c) The Shareholders hereby agree that the Transfer restrictions in these 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 sold/Transferred in order to dispose of an interest in the Securities.
- (d) The Parties agree that any change in Control of any Promoters (to the extent the same are corporate entities) shall be treated as a Transfer by such Promoters of all the Securities held by them, as the case maybe, and the restrictions contained in this Article 159 shall apply to such Transfer.
- (e) Notwithstanding anything to the contrary contained in these Articles, the Parties agree that the restrictions under these Articles on Transfer by the Promoters on the Securities held by them shall, subject to the Investor's written consent, not apply to any Encumbrance required to be created for the purpose of collateral to secure any loans or borrowings obtained by the Company in the Ordinary Course of Business and / or as provided under Article 154.1 (*Covenants and Undertakings*).

159.2 Regulatory Approvals

Where any Investor requires Authorisations or shareholder consent for an acquisition or disposal of Investor Securities pursuant to these Articles then notwithstanding any other provision of these Articles the Investor shall only be obliged to acquire or dispose of Investor Securities once such consent or approval is obtained, and the Parties shall use their reasonable endeavours to obtain any such required approvals. In computing the period within which the transactions contemplated in this Article 159.2 should be completed, the time required for obtaining the necessary Authorisations shall not be included.

159.3 Transfer by the Promoter Group

- (a) *Lock in:* Except as specifically permitted under Article 159.3(b) (*Permitted Transfers*) The Promoter Group shall not Transfer any of the Securities held by them till such time as the Investors hold 4 % (four percent) of the Equity Share capital on a Fully Diluted Basis ("**Lock In Period**"). Provided however that, Promoter Group shall be entitled to Transfer the Promoter Group Subscription Shares subscribed by the Promoter Group pursuant to Article 168 below and the said Promoter Group Subscription Shares (as defined in Article 168 below) shall not be subject to any Lock In Period.
- (b) *Permitted Transfers during Lock-in Period:* During the Lock In Period, the following Transfer of Securities by the Promoter Group shall be permitted ("**Permitted Transfers**"):
- (i) After the expiry of 36 (thirty six) months from the Effective Date and upto 72 (seventy two) months from the Effective Date, the Promoter Group shall be permitted to Transfer upto 4% (four per cent) of the Equity Share capital on a Fully Diluted Basis as held by the Promoter Group on the Effective Date and after expiry of 72 (seventy two) months from the Effective Date, the Promoter Group shall be permitted, to Transfer an additional 6 % (Six per cent) of the Equity Share capital on a Fully Diluted Basis as held by the Promoter Group on the Effective Date. Provided however that, if the Promoter Group has Transferred only upto 1 % (one percent) of the Equity Share capital on a Fully Diluted Basis during the period 36 (thirty six) months from the Effective Date and upto 72 (seventy two) months from the Effective Date, then the Promoter Group shall be entitled to Transfer an aggregate of upto 8% (eight per cent) of the Equity Share capital on a Fully Diluted Basis as held by the Promoters on the Effective Date after the expiry of 72 (seventy two) months from the Effective Date. The Transfer contemplated in this Article 151.1(b)(i) shall be on the following terms:
- (A) Such Transfers shall take place at a price equal to or more than the price per Equity Share (computed on a Fully Diluted Basis) to achieve an IRR as set out in Clause 9.3(b)(i)(A) of the Agreement ("**Transfer Price**"). In the event such Transfer is below the Transfer Price, then the Investors shall be entitled to a Right of First Refusal (in accordance with Articles (i) to (v) below)
- (i) In the event Promoter Group intends to Transfer Securities ("**ROFR Securities**") in accordance with Article 159.3(b)(i) above to a bona-fide third party and/or have received from such third party a binding offer in respect thereof (the "**Intended Purchaser**"), then prior to such Transfer the Promoter Group shall serve a written notice ("**Promoter Group Transfer Notice**") on the Investors specifying (i) name and details of the Intended Purchaser, (ii) the price for each ROFR Securities along with the details of the entire consideration offered by the Intended Purchaser to the Promoter Group in respect of the ROFR Securities ("**Intended Purchaser Offer Price**") alongwith an undertaking that the Intended Purchaser Offer Price comprises of the entire consideration offered by the Intended Purchaser in respect of the ROFR Securities, and the Promoter

Group is not entitled to any additional consideration or reward of any nature whatsoever over and above the Intended Purchase Offer Price in respect the Transfer of the ROFR Securities, including by way of non-compete fee, technical collaboration fee, consideration for goodwill or otherwise, (iii) the terms of payment in respect of such proposed Transfer and (iv) all supporting documents and information (including any contracts or agreements entered into between the Promoter Group and the Intended Purchaser) with respect to the offer made by the Intended Purchaser and the proposed Transfer, (hereinafter being collectively referred to as the “**Offer Terms**”).

- (ii) Upon the receipt of the Promoter Group Transfer Notice, the Investor and/ or its nominee shall have the right to purchase the ROFR Securities at the Intended Purchaser Offer Price (the “**Investor’s Right of First Refusal**”), by delivering a written notice to the Promoter Group (the “**Investor Acceptance Notice**”), within a period of 45 (forty five) Business Days after receipt of the Promoter Group Transfer Notice (the “**Offer Period**”).
- (iii) If the Investor delivers the Investor Acceptance Notice within the Offer Period, then within 30 (Thirty) days of receipt of the Investor Acceptance Notice or such extended period as may be mutually agreed between the Promoter Group and the Investors (the “**ROFR Payment Period**”), (i) the Investors and/ or its nominee shall pay the Intended Purchaser Offer Price to the Promoter Group, and (ii) the Promoter Group shall duly Transfer the ROFR Securities to the Investors and/ or their nominee. Notwithstanding the foregoing, all Authorisations required for such Transfer shall be obtained by the Promoter and/or the Company in accordance with Article 159.2 and in the event such Authorisations are not obtained within the aforesaid timeline, the Promoter Group and the Investors may agree on any extended timeline for such Transfer (“**Extended ROFR Payment Period**”).
- (iv) If the Investor exercises the Investor’s Right to First Refusal and the Transfer of the ROFR Securities does not take place within the ROFR Payment Period or, where relevant, the Extended ROFR Payment Period for any reason other than the reasons attributable to the Investors, the Promoter Group Transfer Notice shall lapse with immediate effect and the provisions of this Article 159.3(b)(A) shall apply de novo to any proposed Transfer of the ROFR Securities, including the requirement for the Promoter Group to issue a fresh Promoter Group Transfer Notice.
- (v) In the event that: (a) the Investors do not respond to the Promoter Group Transfer Notice within the Offer Period; (b) the Investors send a written notice to the Promoter group stating that they are not willing to purchase the ROFR Securities; or (c) the Transfer of the ROFR Securities does not take place within the ROFR Payment Period and the Extended ROFR Payment Period, as set out in Article 159.3 (b)(A)(iii) above, then the Investor’s Right of First Refusal shall lapse and the Promoter Group shall be free to Transfer the ROFR Securities to any Person at the price set out in Article 159.3(b)(i)A above and on the terms and conditions which are similarly offered to the Investor in the Offer Notice and such

transfer by the Promoter Group shall be completed within a period of 45 (Forty Five) from the date on which the Promoter Group has the right to transfer to any third person. The third person acquiring the shares from the Promoters pursuant to this Article 159.3 shall be required to adhere to the terms of these Articles and execute a Deed of Adherence to this affect. It is clarified that such person shall not have any rights other than the rights available to it under the Act and shall not have any rights available to the Promoters under these Articles.

- (B) The Promoter Group shall disclose the identity of any proposed Transferee to the Investors at least 30 (thirty) days prior to the proposed closing of the Transfer. Prior to the Transfer, if the Investors form a reasonable opinion that the Transferee 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 Promoter shall not carry out the proposed Transfer.

For the purpose of this Article "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).

- (i) The Promoter Group shall be permitted to Transfer Securities held by each of them to the other, provided that the shareholding of the Promoters shall not fall below 55 % (Fifty Five per cent) out of the total Promoter Group shareholding in the Company on a Fully Diluted Basis. Vasumathi and Vasantha shall hold 21,31,286 (Twenty One Lakhs Thirty One Thousand Two Hundred and Eighty Six) Equity Shares and 20,06,117 (Twenty Lakhs Six Thousand One Hundred and Seventeen) Equity Shares respectively in the Company.
- (ii) Apart from the Transfers set out in (i) and (ii) above, the Promoters may Transfer Securities only with the prior written consent of the Investors for the Transfer, including the proposed Transferee, the sale price of Securities and all other terms and conditions of the Transfer. Such Transfer shall be subject to the Investors' Tag Along Right as provided in Article 159.6 below.

159.4 Restriction on change in shareholding of IKFFSPL and IKFIPL

It is agreed between the Parties that the percentage of shareholding of the Promoter Group in IKFFSPL and IKFIPL on Fully Diluted Basis will not fall below than the percentage of shareholding as on the Execution Date. Further, the Promoter Group shall not create any Encumbrance on the shares of IKFFSPL and IKFIPL. It is further clarified that these restrictions shall not apply once any of these entities cease to hold any Shares of the Company.

- 159.5** The Promoter Group undertakes to not create any Encumbrance on any of the Securities of the Company legally or beneficially owned by the Promoter Group at any point of time without the prior written consent of the Investors, except when required to do so by banks / financial institutions for Company's borrowings in the Ordinary Course of Business.

159.6 Investor Tag Along Right

In the event any Person in the Promoter Group is desirous of making a Transfer of any Securities held by him to any Person ("**Purchaser**") subject to receipt of consent from the Investors in accordance with Article 159.3(b)(iii), then such Person ("**Transferring Shareholder**") shall ensure that the Investors have the option of exercising their tag along right in terms of this Article ("**Tag Along Right**"):

- (a) The Transferring Shareholder shall deliver a written notice to the Investors offering ("**Tag Notice**") setting forth the following details: (i) the number of Securities proposed to be sold by the Transferring Shareholder to the Purchaser ("**Sale Securities**"); (ii) the consideration, terms of payment and all other terms and conditions for the proposed Transfer; and (iii) the identity of the Purchaser. In the event that the proposed consideration for the Transfer includes consideration other than cash, the Tag Notice shall include a calculation of the FMV of such consideration as determined by any Big Six Accounting Firms, or any other accounting firm mutually acceptable to the Investors, appointed and remunerated by the Transferring Shareholder. It is further agreed between the Parties that in the event that the proposed consideration for the said Transfer includes consideration other than cash, then the Investors shall have an option to call for and receive the cash equivalent of any non-cash component of the consideration to be received by the Transferring Shareholder.
- (b) Upon receipt of the Tag Notice any Investor may, by a notice in writing, refuse to permit the proposed Transfer by the Transferring Shareholder in accordance with Article 159.3(b)(iii), in which case the Transferring Shareholder shall not be entitled to consummate the proposed Transfer.
- (c) Upon receipt of the Tag Notice, each Investor shall be entitled to (but not obliged to) exercise its Tag Along Right by offering such number of upto such number of Investor Securities that would be in proportion to the shareholding of the Promoters on a Fully Diluted Basis in the Company for the consideration and on terms and conditions mentioned in the Tag Notice (the above terms, as applicable, shall be referred to as "**Tag Along Terms**"). Each Investor shall be entitled to exercise the Tag Along Right by delivering a notice in writing to the Transferring Shareholder ("**Tag Along Acceptance Notice**") within 15 (Fifteen) days from the date of the Tag Notice ("**Tag Along Acceptance Period**") setting out the number of Investor Securities which the Investor desires to sell to the Purchaser ("**Tag Along Securities**"). The Tag Along Acceptance Notice shall constitute a binding obligation: (i) on the Transferring Shareholder to ensure that the Purchaser purchases the Tag Along Securities, and (ii) on the Investor to Transfer the Tag Along Securities to the Purchaser, simultaneously with the Sale Securities, and in accordance with the Tag Along Terms.
- (d) If any Investor issues the Tag Along Acceptance Notice, the closing of any purchase of the Tag Along Securities by the Purchaser from the Investor shall take place simultaneously with the closing of the purchase of any Sale Securities by the Purchaser from the Transferring Shareholder, which shall in no case be later than 45 (Forty Five) days from the expiry of the Tag Along Acceptance Period. At such closing, the Investor shall deliver duly stamped and endorsed certificates representing the Tag Along Securities, accompanied by duly executed and/or stamped instructions/ instruments of transfer in relation to such Tag Along Securities. Such Investor shall make such standard representations and warranties regarding the Investor's rights, title and interest in the Tag Along Securities. Such Investor will not be required to provide any other representation, covenants or undertakings, or incur any obligations to the Purchaser or any Person.
- (e) If the Purchaser is not willing to purchase the Tag Along Securities from an Investor, then the Transferring Shareholder shall not be entitled to Transfer any of the Sale Securities to the Purchaser. If the Purchaser is willing to purchase only a part of the Sale Securities and the Tag Along Securities, the number of Sale Securities to be sold to the Purchaser shall be proportionately reduced so as to ensure the Investor is able to sell its proportionate Tag Along Securities.

- (f) Any Purchaser purchasing the Sale Securities shall deliver at such closing, payment in full for the Sale Securities (or part thereof in accordance with sub-article (d) above, as the case may be) 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 necessary or appropriate to effect the sale of such Securities to the Purchaser.
- (g) In the event that the Investor refuses the consent to the sale by the Promoter of the Sale Securities as per Article 159.3 (b) (iii) or where the Investor's consent required as per Article 159.3 (b) (iii) is sought by the Promoters in the Tag Along Notice and not by way of a separate notice, in such event the Investor refuses to permit the Promoter to Transfer the Tag Along Right, then the Promoter shall not be entitled to Transfer Sale Securities.
- (h) If, the Tag Along Acceptance Notice is not delivered by any Investor prior to expiry of the Tag Along Acceptance Period, the Tag Along Right will lapse, and the Transferring Shareholder shall thereafter be free to dispose of the Sale Securities within a period of 60 (sixty) days from the expiry of the Tag Along Acceptance Period, *provided however that* it shall (a) not sell the Sale Securities to any Person other than the Purchaser; (b) not sell the Sale Securities to the Purchaser for a consideration higher than Transfer Price, than the consideration and the terms set out in the Tag Notice.
- (i) If the (a) Transfer of the Sale Securities to the Purchaser within 60 (sixty) days from the Tag Along Acceptance Period in accordance with d; or (b) the sale of the Tag Along Securities by the Investor does not take place within the 30 (Thirty) days from the expiry of the Tag Along Acceptance Period in accordance with Article 159.6(h), the Tag Notice and the Tag Along Acceptance Notice (if any), as the case may be, shall lapse and the provisions of Article 159.3 shall apply *de novo* to any proposed Transfer of Securities by the Transferring Shareholder, including the requirement for the Transferring Shareholder to issue a fresh Tag Notice, and obtain another Tag Along Acceptance Notice / approval (if required) from the Investor.
- (j) Notwithstanding anything contained in these Articles, in the event the Promoter Group is desirous of making a Transfer of any Securities held by them to any Person pursuant to Article 159.3(b)(iii) and such Transfer results in a change in Control of the Company, the Investors shall have a Tag Along Right to the extent of Investors' entire shareholding in the Company on Fully Diluted Basis and the provisions laid down in this Article shall *mutatis mutandis* be applicable to such Transfer by the Promoter Group.

159.7 Investor Transfer/Encumbrance

- (a) Each Investor shall be free to Transfer their Investor Securities to any Person subject to restrictions set out in Articles 163.3 and 164.2.
- (b) Each Investor shall be free to Transfer their Investor Securities to any Affiliate without any restrictions whatsoever, subject to the Affiliate executing a Deed of Adherence.
- (c) Notwithstanding anything to the contrary in these Articles, including the provisions of Article 163 (*Exit*) each Investor shall be free to Transfer their part /whole Investor Securities with or without all the rights available to the Investors under the Transaction Documents to any Financial Investor at any time whatsoever on the following terms and conditions:
 - (i) The Promoters and the Company shall provide customary representations and warranties and indemnities to the Financial Investor regarding the Business and the affairs of the Company and the Investors shall only provide representations and warranties to the Financial Investor regarding the Investor's rights, title and interest in the Investor Securities.

- (ii) Notwithstanding anything contained in Article 159.7(c)(i) above the Investors shall not be entitled to Transfer the Investor Securities to (i) a Competitor or (ii) to a Financial Investor that may cause reputational or other risk to the Company.

For the purpose of this Article “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).

- (d) 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.

In relation to any Transfer of Securities by any Investor (including pursuant to Article 163 (*Exit*)), the Investor may choose, at its sole discretion, to Transfer any Share Equivalents either without converting them or by converting all or part of such Share Equivalents.

- (e) In the event of a Transfer by the Investor of less than the entire Investor Securities in the Company, the Investors and the acquirers/ purchasers of the Investor Shares shall:
 - (i) be entitled in the aggregate to the rights set out in Articles 153.1 (Constitution of Board), 153.3 (Board Meetings), (however the Investors shall have the right to assign the right of appointment of Investor Director to the acquirer/purchaser of the Investor Shares), 153.5 (Reserved Matters) and 163 (Exit) (to the extent of only making decisions in relation to Article 163.2 and 163.3)) and the Investor and the acquirers/ purchasers of the Investor Shares shall nominate one party to exercise such rights and in such case the exercise of such rights shall be binding on the others and further, the Investor and the acquirers/ purchasers of the Investor Shares shall communicate which of them would be exercising the rights aforementioned, to the Promoters and the Company; and
 - (ii) be entitled in their respective capacities to all the rights set out in Articles 159.3 (Transfer by Promoter Group), 159.6 (Investor Tag-Along Right), 160.2 (*Anti-Dilution*), 160.4 (*Pre-Emptive Rights*) and the economic rights and other rights associated to Investor Securities and/or Securities transferred by the Investors to acquirers/purchasers (as the case may be) and the Investor and the acquirers/ purchasers shall be independently entitled to exercise such rights.

159.8 Deed of Adherence

As a precondition of any Transfer under this Article 159, the Person to whom the Securities are transferred must execute a Deed of Adherence (in accordance with the appropriate form as attached to these Articles) to become a party to the Agreement and become legally bound by the terms of the Agreement and these Articles prior to or simultaneous with the Transfer of the Securities. In the event of a Transfer being made by the Investors, the Investors shall identify in such Deed of Adherence which of the rights of the Investors will be Transferred to such acquirer. The Deed of Adherence as attached to these Articles in Schedule 3 shall accordingly be modified by the Investors.

160. ANTI-DILUTION AND PRE-EMPTIVE RIGHTS

160.1 Any issuance or allotment of any Securities by the Company shall be subject to the provisions of this Article 160.1.

160.2 Anti-Dilution

- (a) Subject to the provisions of Article 153.5(*Reserved Matters*), in the event of any issue and allotment of Securities where the Threshold Price in respect of such issuance is below the Investor Per Share Price (as readjusted for stock split, consolidation, reorganization, recapitalization, sub-division, amalgamation, re-construction or similar event), the Investors shall be entitled, at their option, to subscribe to additional Securities at the lowest price permissible under applicable Law as per the provisions of **Schedule 2 (Anti-Dilution Entitlement)**, and/ or at the option of the Investor, to adjust the conversion formula such that the Investors receives the additional Shares, as calculated in Schedule 2 (subject to applicable Law) for the Investor Securities and/ or at the option of the Investors, to transfer such additional Shares, as calculated in Schedule 2 to any Person who is not a Competitor and without transferring any rights available to the Investors under these Articles to such Person, along with the Anti-Dilution Entitlement provided to such Person; provided further that the Investors shall not be entitled to this right of anti-dilution in the following circumstances:
- (i) Any bonus issue of Securities;
 - (ii) Any stock split, consolidation or other similar action in respect of the Share capital of the Company;
 - (iii) Any other reorganization, recapitalization, sub-division or reduction of capital, buy-back of securities, reclassification or other reconstruction or adjustment or similar event in respect of the Equity Share capital and any amalgamation or reconstruction affecting the Equity Share capital;
 - (iv) The issue of Equity Shares in respect of the ESOP Plan in accordance with Article 160.6;
 - (v) Any issuance of Securities to any Potential Investor due to refusal by the Investors in exercise of their Pre-emptive Right as per Article 160.4 below.

160.3 Investors' Shareholding Percentage to be maintained

The Company and the Promoters Group shall ensure that the aggregate percentage of 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.

160.4 Pre-Emptive Rights

- (a) Without prejudice to the Investor's anti-dilution right in accordance with Article 160.2 above and subject to the provisions of Article 153.5(*Reserved Matters*), in the event of issue of Securities other than as set out in Articles 160.2(a)(i) to 160.2(a)(v) above, at any point of time after the Effective Date ("**Fresh Offering**") to any Person ("**Potential Investor**"), the Company shall offer and the Promoters shall cause the Company to offer to the Investors, such number of Securities forming part of the Fresh Offering, in proportion to the Investor's shareholding percentage in the Equity Share capital (on a Fully Diluted Basis) immediately prior to the Fresh Offering ("**Investor Entitlement Securities**"), and on terms and conditions no less favourable than those being offered to any other Person in the proposed Fresh Offering ("**Pre-emptive Right**").

- (b) The Fresh Offering shall be carried out by the Company by issuing a written notice to the Investors ("**Issuance Notice**") setting forth in detail the terms of the Fresh Offering, including:
- (i) the proposed issuance price ("**Issuance Price**");
 - (ii) the time period for subscribing, shall be 75 (seventy five) days or as prescribed under the Act (whichever is earlier) from the date of the receipt of the Issuance Notice, unless extended for such period as may be mutually agreed to between the Company and the Investors; and
 - (iii) the number of Investor Entitlement Securities.
- (c) If any Investors and/or their Affiliates are desirous of exercising the Pre-emptive Right, then it shall inform the Company in writing ("**Pre-Emptive Notice**") within a period of 21 (twenty one) Business Days from the date of receipt by the Investors of the Issuance Notice stating its desire to exercise its Pre-emptive Rights and specifying the number of the Investor Entitlement Securities to which it proposes to subscribe ("**Accepted Securities**"); and
- (d) Such Investor may exercise the Pre-emptive Rights either by itself or through its Affiliate(s), subject to such Affiliate(s) executing a Deed of Adherence provided that the Affiliate (s) are not Competitor(s).
- (e) If an Investor sends a Pre-Emptive Notice, then within the time period prescribed in the Issuance Notice, the Company shall issue, and such Investor and/or their Affiliates shall pay for and subscribe to, simultaneously along with other subscribers to the Fresh Offering, the Accepted Securities at the Issuance Price and on the terms and conditions set out in the Issuance Notice;
- Provided that* in the event that any Investor exercises its Pre-Emptive Rights and the Accepted Securities are less than the Investor Entitlement Securities, the Company shall be entitled to issue the balance Investor Entitlement Securities to the Potential Investor at a consideration which is not lower than the Issuance Price, which would then result into the dilution of the Investors.
- (f) Except as otherwise provided in this Article, failure by the Investors to either (i) give the Pre-Emptive Notice within the 21 (twenty one) Business Days' period as provided in Article 160.4(c) above; or (ii) settle the payment of consideration for the Accepted Securities to the Company in accordance with the conditions contained in Article 160.4(e), shall be deemed a waiver by the Investors of its rights under this Article 160.4 with respect to such Fresh Offering and the Company shall be entitled to issue the Issuance Securities to the Potential Investor within 75 (Seventy Five) days of the issuance of the Issuance Notice at a consideration which is not lower than the Issuance Price, which would then result into the dilution of the Investors; *provided that* if the Investors fail to give the Pre-Emptive Notice required under this Article 160.4(c) solely because of the Company's failure to issue the Issuance Notice or to fail to comply with the notice provisions of Article 165 in such issuance, then the Company shall not issue Securities to the Potential Investor pursuant to this Article 160.4 and if purported to be issued, such issuance of Securities shall be void.
- (g) The issue of Securities pursuant to the Fresh Offering shall be completed within the time set out in the Issuance Notice, failing which the right of the Company to make the Fresh Offering shall lapse and the provisions of this Article 160.4 shall once again apply to such Fresh Offering.

Notwithstanding anything contained in this Article 160.4 and subject to the provisions of Article 153.5 (*Reserved Matters*), in the event at any point of time after the Effective Date, if the

Company is desirous of raising additional capital upto an amount as specified in Clause 5.2 (i) of the Agreement by issuance of Securities (“**Additional Securities**”), then the Company shall and the Promoters shall ensure that the Company shall first offer the entire Additional Securities to the Investors and the Promoters in proportion to their shareholding in the Company as on the date of such issuance on Fully Diluted Basis on terms similar to those contained in these Articles and the rights in relation to the said Additional Securities shall be governed by Article 160.5 below. In the event the Investors or the Promoters do not subscribe to their entitlement of the Additional Securities, then the Investors or the Promoters (as the case may be) shall have the right to subscribe to the unsubscribed portion of the Additional Securities.

The Investors and/or the Promoters shall have a right but not an obligation to subscribe to the said Additional Securities.

160.5 Further Issuance

It is agreed between the Parties hereto that after Effective Date, in the event of the Company making a future issuance of Shares or Share Equivalents, the Investors and /or their Affiliates shall be entitled to participate in such issuance by the Company in proportion to the shareholding of the Investors on a Fully Diluted Basis, and where the Investors hold such Shares or Share Equivalents, unless otherwise agreed by the Investors in writing, all the rights of the Investors in respect of the Investor Securities shall also be available to the Investors in respect of such Shares and Share Equivalents, other than (a) the rights of buy-back and Promoter put option pursuant to Articles 163.5 and 163.6, (b) Event of Default exit pursuant to the proviso to Articles 164.2(b)(i) and (ii), it being clarified that the exit applicable in such case for Articles 163.5 and 163.6 and 164.2(b)(i) and (ii) is being clarified that the obligations of buy-back and Promoter put in respect of such Shares and Share Equivalents shall be exercised at FMV, or as may be otherwise mutually decided between the Promoters, the Company and the Investors, (c) for the purpose of a Tag Along Right of the Investors under Article 159.6 other than the right to Tag Along pursuant to Articles 159.6 (j), and (d) for the gross up indemnity provided to the Investors under Clause 7 of the Share Subscription and Share Purchase Agreement to the extent of the issuance Securities.

160.6 ESOP/ Employee Benefit Plan

It is agreed between the Parties that within 3 (three) months from the Effective Date, the Company shall formulate and adopt an employee stock option plan for incentivising the existing and future employees of the Company (excluding the Promoter Group), the terms and conditions whereof shall be determined by mutual consent of the Promoters and the Investors (“**ESOP Plan**”). The ESOP Plan shall provide for (i) transfer of Equity Shares amounting to a maximum of 0.75% (zero decimal point seventy five per cent) of the total Equity Share capital on a Fully Diluted Basis as of the date of adoption of the ESOP Plan and transfer of such 0.75% (one decimal point twenty five per cent) Equity Shares by the Promoters shall not be dilutive to the Investor Securities and (ii) issue of additional Equity Shares amounting to a maximum of 6% (six per cent) of the total Equity Share capital on a Fully Diluted Basis as of the date of adoption of the ESOP Plan and the issue of such 6% (six per cent) Equity Shares by the Company shall be dilutive to all the Shareholders.

All terms and conditions of the ESOP Plan, shall be and approved by the Board, subject to compliance with Article 153.5 (*Reserved Matters*).

The vesting of the stock options under the ESOP Plan shall be governed by a committee constituted by the Board in accordance with the provisions of these Articles where an Investor Director would be a part of such committee.

161. MORE FAVOURABLE RIGHTS

161.1 The Company and the Promoter Group shall not, except with the Investor’s consent, provide any future investor in the Company with rights, benefits or privileges in relation to the Company which are more

favourable than those provided to the Investors under the Transaction Documents and/or these Articles.

161.2 In the event any rights, benefits or privileges provided to any future investors by the Company are more favourable than the rights, benefits or privileges provided to any of the Investors under the Transaction Documents and/or these Articles, the Company and the Promoter Group shall forthwith take such actions, including amendment of the terms hereof, terms of the Investor Securities and these Articles, to provide the Investors with the relevant more favourable rights, unless expressly waived by the Investors in writing.

162. RIGHT TO FINANCE/INVEST

162.1 The Company, the Promoters and the Investor undertake to comply with their respective obligations under Clause 13 of the Agreement.

162.2 Nothing contained in this Article 162 shall affect the fiduciary duties of an Investor Director.

163. EXIT

163.1 It is agreed between the Parties that the Investors shall have the right to exit the Company through the mechanisms as set out in this Article 163 and the Company shall and the Promoters shall ensure that the Investors are provided an exit in accordance with the provisions of this Article 163.

163.2 Subject to Investors written consent, the Company and the Promoters shall undertake to take all possible measures to conduct an IPO to facilitate an exit to the Investors after 60 (Sixty) months from the Effective Date (“**IPO Date**”), in accordance with the provisions below:

(a) Subject to the receipt of the written consent of the Investors as set out in (a) above, the Company shall at the meeting of the Board retain 1 (one) or more reputed investment bankers and underwriters, to advise the Company regarding its options with respect to an IPO and to manage and underwrite the IPO and to determine the valuation of the Company.

(b) The Company and the 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 a IPO such as (i) preparing and signing the relevant offer documents; (ii) conducting road shows with adequate participation of senior management; (iii) entering into appropriate and necessary agreements; (iv) providing all necessary information and documents necessary to prepare the offer documents; (v) filing with appropriate Governmental Authorities; and (vi) obtaining any necessary consents from any Person and all relevant Authorizations in relation to such IPO. The Company, the Promoters shall ensure that the IPO complies with applicable Law and Stock Exchange listing requirements.

(c) The Promoters agree that they shall exercise all voting rights and shall do all acts, deeds and things as may be required or desirable to effectuate the IPO.

(d) Each Investor shall have the right (but not the obligation) to sell, as a part of such offer for sale, its Investor Securities to the maximum extent permissible under applicable Law. Upon any Investor offering its Investor Securities for sale at the time of the IPO, the Company and the Promoter shall complete all compliance and necessary formalities to ensure the listing of such Securities. In the event that the Investors choose not to exercise its rights under this Article in relation to an IPO, the Company and the 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 and/or by way of sale of existing Equity Shares held by the Promoters, in order to meet the applicable minimum listing criteria for the purposes of the IPO.

(e) The timing, size of the issue, Stock Exchange of listing, mode, underwriters, legal advisors and

other matters and/or terms of any IPO shall be based on the advice of the investment banker engaged by the Company in connection with such IPO, but shall be such as is approved by the Board and with prior written consent of the Investors.

- (f) Subject to applicable Law the Company shall bear all fees, costs and expenses of such IPO and for any disinvestments of Investor Securities by the Investors, including without limitation 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.
- (g) In the event of the IPO, the Company agrees to, subject to applicable Law, and in addition to the other indemnity provisions under the Transaction Documents and these Articles, 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.

163.3 Strategic Sale / Investor Drag Along Rights

- (a) Notwithstanding anything to the contrary contained herein in the event that upon the expiry of 66 (Sixty Six) months from the Effective Date and the shares of the Company are not traded on the Stock Exchange, then the Investors shall have the right (but not the obligation) to Transfer any or all of the Investor Securities held by it to any Person, in accordance with the provisions set out in this Article.
- (b) In the event any of the Investors is desirous of making a Transfer of any Securities held by them to any Person pursuant to (a) above, then such Investors ("**Transferring Investor**") shall first grant to the Promoters a right of first offer to purchase such Securities in accordance with the provisions of sub-Articles (c) and (d) below ("**Promoter ROFO**"), and for this purpose, deliver a written notice to the Promoters requesting a purchase offer for such Securities ("**ROFO Notice**") setting forth the number of Securities proposed to be sold by the Transferring Investor ("**ROFO Securities**").
- (c) Within 30 (thirty) days from the date of the ROFO Notice ("**Offer Period**"), the Promoters may make an offer to the Transferring Investor to purchase all (and not part) of the ROFO Securities ("**Offer**"). The Offer shall include the price per share that the Promoters is willing to pay for the ROFO Securities ("**Offer Price**"). The Promoters shall ensure that a copy of the Offer is sent to every Person in the Promoter Group as well.
- (d) If the Promoters delivers any Offer to the Transferring Investor within the Offer Period, the Transferring Investor shall be entitled (at its sole discretion) to accept or reject such an offer. In the event that the offer is accepted by the Transferring Investor and the Offer Price is acceptable to the Transferring Investor, then it shall communicate its acceptance in writing to the Promoters ("**ROFO Acceptance Notice**"). Upon the furnishing of the ROFO Acceptance Notice, the Promoters shall be obligated to acquire the ROFO Securities. The closing of such Transfer of ROFO Securities from the Transferring Investor to the Promoters shall take place on a date mutually agreed between them which shall be within 30 (thirty) days from the expiry of the Offer Period, unless such date is mutually extended by them or for the want of receipt of Authorizations. At such closing, the Investors shall deliver duly stamped and endorsed certificates representing the Investor Securities, accompanied by duly executed and/or stamped instructions/ instruments of transfer in relation to such Investor Securities to the Promoters purchasing such Investor Securities and the Promoters shall simultaneously make payment in full of the sale consideration for such ROFO Securities to the Investors, as per the Offer against which the Investors shall transfer the ROFO Securities to the Promoters.

- (e) In the event, pursuant to the provisions of Article 163.3 (c) and (d) above:
- (i) the Transferring Investor does not issue a ROFO Acceptance Notice within the Offer Period to the Promoters; or
 - (ii) the Transferring Investor provides a written notice to the Promoters that it does not wish to Transfer the ROFO Securities at the Offer Price;

then the Transferring Investor shall be entitled to offer the same number of ROFO Securities offered to the Promoters, to any Person within 180 (One Hundred and Eighty) days on and from the earlier of: (i) expiry of the Offer Period; or (ii) the date on which the Transferring Investor communicates its non-acceptance of the Offer Price, as the case may be. In the event that the offer to any other third person by the Transferring Investor is more than the higher of the values as set out in Clause 14.3(e)(ii) of the Agreement to the Promoters, the Transferring Investor shall be entitled to sell the ROFO Securities or any part thereof to any Person, subject to the Drag- Along Right (as stated in Article (h) to (m) below). In the event that the Investor does not complete the Transfer of the ROFO Securities and the Dragged Along Securities to the third person within a period of 180 (one hundred and eighty) days as aforesaid, then the ROFO process shall denovo commence subject to a period of 180 (one hundred and eighty) days which shall be required to lapse prior to the recommencement of the process.

- (f) In the event that the price at which the Transfer is proposed by any Person pursuant to Article 163.3 (e) is not more than the higher of the abovementioned amount, then the Transferring Investor shall in the event they are desirous of Transferring the ROFO Securities, it shall Transfer the same to the Promoter Group at the Offer Price within the period of 45 (Forty Five) Business Days thereafter or within any period mutually agreed between the Investors and the Promoter Group for the want of receipt of Authorisation, if any, required for the Transfer. It is clarified that in the event that the Promoters do not fulfill their obligations under this Article 163.3 (f), then the Investors shall be entitled to the rights under Article 163.3 (g).
- (g) In the event that: (i) the Promoters do not respond to the ROFO Notice within the Offer Period or (ii) the Promoters send a written notice to the Transferring Investor stating that it is not willing to purchase any ROFO Securities or (iii) the Offer Price is not acceptable by the Investors, then the Investor shall be entitled to Transfer the ROFO Securities or any part thereof to any Person, subject to the Drag- Along Right (as stated in Article 163.3 (i) to (m) below).
- (h) In the event that the Promoter ROFO lapses as set out in (g) above, the Transferring Investor may Transfer the ROFO Securities to any Person whatsoever ("**Drag Purchaser**") and require all the Promoters ("**Drag Shareholders**") to also Transfer to the Drag Purchaser such number of Securities that the aggregate Securities purchased by the Drag Purchaser would aggregate to such number of shares that may between 51% (fifty one percent) and 65% (sixty five percent) of the Fully Diluted Equity Share Capital of the Company ("**Dragged Along Securities**") to facilitate the Transfer to the Drag Purchaser, as determined by the Investor in its sole discretion (such right of the Investors shall be referred to as the ("**Investor Drag Along Right**"). The Investors shall be required to Transfer all the Investor Securities including the securities acquired by the Investor under the Anti- Dilution and Pre-emptive Right and the shares held by the Affiliates (including the high networth individuals) in the case the Investor exercises the Drag Along Option. The price at which the sale would happen to the Drag Purchaser would not be less than: (i) the price per Equity Share as computed as per Clause 14.3(e)(ii) of the Agreement ("**Minimum Drag Price**"). The Drag Shareholders shall so Transfer their Dragged Along Securities to the Drag Purchaser at the same terms and

conditions of sale as the Investors Transfer, in accordance with the procedure set out in Articles 163.3 (i) to (m) below.

- (i) In the event that the Investors decide to exercise the Investor Drag Along Right, the Investors shall deliver a written notice to the Drag Shareholders ("**Drag Along Notice**"), setting forth the following details: (i) the number of Dragged Along Securities of each Drag Shareholder; (ii) the price per Equity Share (computed on a Fully Diluted Basis) offered by the Drag Purchaser, which shall in no case be less than the Minimum Drag Price ("**Drag Price**"); and (iii) in reasonable detail, the other terms and conditions of the proposed Transfer, including the proposed timelines for closing. In the event that the proposed consideration for the Transfer includes consideration other than cash, the Drag Along Notice shall include a calculation of the FMV of such consideration as determined by an investment banker to be nominated by the Investors.
- (j) Upon the issuance of the Drag Along Notice with a valid Drag Price as set out above, the Investors the Promoters shall respond in writing to the number of promoters securities it is willing to offer which would at the minimum be 51% and upto 65% of the paid- up capital of the Company.
- (k) Upon the aforesaid actions at (h) to (j) being completed, the Drag Shareholders shall be under an obligation to sell the Dragged Along Securities to the Purchaser for the consideration set out in the Drag Along Notice.
- (l) The closing of any purchase by the Drag Purchaser of the Dragged Along Securities and the Investor Securities proposed to be Transferred shall take place simultaneously. At such closing, the Drag Shareholders shall deliver duly stamped and endorsed certificates representing the Dragged Along Securities, accompanied by duly executed and/or stamped instructions/ instruments of transfer in relation to such Dragged Along Securities in favour of the Drag Purchaser to effect the Transfer of such Dragged Along Securities to the Drag Purchaser. The Drag Along Shareholders shall make such representations and warranties regarding the Dragged Along Securities, their rights, title and interest therein, and the absence of any Encumbrance thereon, as may be required by the Investors and the Drag Purchaser, and shall also provide to the Drag Purchaser, along with the Investors, other customary representations, warranties and indemnities regarding the business and operations of the Company. Any Drag Purchaser purchasing the Dragged Along Securities shall deliver at such closing, total sale consideration for the Transfer of the Dragged Along Securities and the Investor Securities to be Transferred to their respective holders in accordance with the Drag Along Notice. At such closing, all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the sale of the Securities to the Purchaser as set out herein.
- (m) The Company and the 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 and/or the Investors. Further the Promoters and the Company shall provide all reasonable assistance as may be required by the Investors, to assist in the preparation of an information memorandum in relation to the Company for enabling such sale of the Dragged Along Securities.

For the avoidance of doubt it is clarified that the provisions contained in this Article 163.3 shall not be applicable to Transfer of Securities by the Investors to any Financial Investor.

163.4 Notwithstanding anything to the contrary contained herein, in the event that upon the expiry of 70 (seventy) months from the Effective Date, the Investors are unable to get exit through the IPO or strategic sale (as per Article 163.2 and 163.3 above) then the Investors shall respectively have the right

(but not the obligation) to require, through a notice in writing ("**Exit Notice**"), the Promoters to purchase all or any of its Investor Securities and/or the Company to undertake a buy-back offer / acquisition pursuant to the put –option in accordance with the provisions of Article 163.5 or Article 163.6 (as the case may be) and the Investor does not issue the Exit Notice within a period of 78 months from the Effective Date, then IRR on the Investment Amount shall not accrete thereafter. After receipt of the Exit Notice from the Investors the Company and the Promoters will, in accordance with these Articles, at their sole discretion, decide whether the Company will do Buy-back as per Article 163.5 or Promoters will undertake the Put Option as per Article 163.6.

The exit price payable to the Investors shall be the FMV of the Investor Subscription Securities as well as any of the Investor Purchase Shares ("**Exit Price**");

It is clarified that the obligation of the Company and the Promoter to purchase/buy back the Investor Securities tendered through the Exit Notice shall be joint and/ or several, and they undertake to complete such purchase/buy back in accordance with the provisions of Article 163.5 and 163.6. The Company, the Investors and the Promoters shall hold good faith discussions on the manner in which the buy-back/ Exit Put Option may be exercised, the agreed principle being that where the exit is to be provided to the Investors through the buy-back/ Exit Put Option, the same as shall be provided to the Investors for all of the Investor Securities simultaneously, including a simultaneous exercise of buy-back/ Exit Put Option, and the Promoter shall be entitled to finally determine the manner in which the achieve the agreed principle. The Parties agree and acknowledge that the obligation to purchase/buyback the Investor Securities shall first be on the Company and the liability of the Promoters to purchase/buyback the Investor Securities under this Article shall arise only in the event of the Company being unable to consummate the buyback and make the necessary payment under this Article, and the Promoters shall, in such event, be jointly and severally liable in this regard.

163.5 Buy Back Procedure by the Company

- (a) In the event that the Investors issue the Exit Notice as per Article 163.4 and in case of a buyback by the Company pursuant to Article 163.4 above, the Parties agree that the Company shall commence the buy-back offer by issuing a buy-back notice to the Promoters and the Investors ("**Exit Buy-back Notice**") in accordance with the Act and other applicable provisions of applicable Law governing the buy-back of shares by the Company, within a period of 7 (seven) days from receipt of the Exit Notice. Such Exit Buy-back Notice shall be provided to all the Shareholders on a proportionate basis and shall offer to buy back the Shares at such price so as to provide the relevant Exit Price as determined under Article 163.4.
- (b) The Investors shall have the right to tender upto all the Equity Shares held by it ("**Exit Tender Securities**") in the buy-back offer on the terms set out in the Exit-Buy Back Notice. The members of Promoter Group irrevocably agree and undertake that they hereby and by way of the Agreement waive their right to participate in any buy-back, and shall reconfirm such waiver after the Exit Buy-back Notice has been issued.
- (c) The completion of the sale and purchase of the Exit Tender Securities pursuant to the buy-back offer shall be completed within a period of 45 (forty five) days from the date of the Exit Notice.
- (d) The Company and the Promoters undertake and covenant that (i) they shall take all steps necessary under any applicable Law for the time being in force and under these Articles to give effect to the buy-back of the Exit Tender Securities (including passing the necessary Board or Shareholder resolutions to facilitate the same and/or applying for any approvals, extinguishing the certificates representing the Exit Tender Securities, making the requisite filings with the Registrar of Companies and creating a register of the Investor Securities bought-back including such particulars as are prescribed by applicable Law); (ii) they shall cause the Directors nominated by them to take all steps or actions necessary to effect such buy-back (including to issue the applicable Board or Shareholder meeting notices); and (iii) they shall attend the

relevant Board or Shareholder meetings and exercise their respective voting rights and otherwise take the necessary steps to give effect to and support the buy-back.

- (e) The Company shall, and the Promoters shall cause the Company to, undertake and conduct its business and financial affairs so as to have the ability and the legal right to undertake its obligations in this Article 163.5. The Company shall, and the Promoters shall cause the Company to maintain all Authorisations as required under applicable Law and these Articles to give effect to the buy-back as per this Article 163.5.
- (f) If the Company is unable to purchase all the Exit Tender Securities within 45 (Forty Five) days from the date of the Exit Notice because the maximum limit on the number of shares that can be bought back in a Financial Year under applicable Law has been reached, the Company shall, and the Promoters shall procure that the Company shall undertake the exit buy-back offer for each subsequent Financial Year, until all the Exit Tender Securities have been bought back by the Company at the Exit Price.

163.6 Exit Put Option

- (a) In the event that the Investors issue the Exit Notice as per Article 163.4 and the Promoters decide to purchase all of the Investor Securities pursuant to Article 163.4, and also in the event that the Company is unable to buy back all the Exit Tender Securities as per Article 163.5 in the event that the Company carries out the Buy- Back procedure as per Article 163.5, and any of the Investors is desirous of causing the Promoters to purchase all or any of their respective Securities, then, the Exit Notice delivered by each Investor to the Promoters shall specify the number of the total Investor Securities held by such Investor, which it requires the Promoters to purchase ("**Exit Put Tender Securities**").
- (b) The Promoters shall undertake a purchase of the Exit Put Tender Securities at a price per Security equal to the Exit Price.
- (c) The purchase of the Exit Put Tender Securities shall be consummated within 45 (Forty Five) days of receipt of the Exit Notice by the Promoters. On such date, the Exit Price with respect to the Exit Put Tender Securities shall be paid in full by the Promoters to the Investors.
- (d) Simultaneous with receipt of the Exit Price with respect to the Exit Put Tender Securities, the Investors shall forthwith:
 - (i) Transfer the legal and beneficial title to all the Exit Put Tender Securities, free of any Encumbrances together with all rights attached to them, to the Promoters; and
 - (ii) deliver to (or to the order of) the Promoters the duly stamped and endorsed certificates representing the Exit Put Tender Securities accompanied by duly executed and/or stamped instructions/ instruments of transfer in relation to such Exit Put Tender Securities.
 - (iii) provide necessary representation and warranties regarding title Encumbrances etc. in respect of the Exit Put Tender Securities.
- (e) The Investors and the Promoters shall ensure that the Company shall execute and file such forms and documents as may be required under applicable Law to ensure that the Exit Put Tender Securities are transferred to the Promoters.
- (f) All costs (including stamp duties) in relation to the Transfer of the Exit Put Tender Securities, under this Article 163.6 shall be borne and paid by the Promoters.

163.7 In the event that any shareholders, other than the Promoter Group and the Investor, proposes to

Transfer any of the shares held by such shareholder in the Company, the Promoter Group shall be entitled to acquire such shares and further the Promoter Group shall have a right of first refusal on any acquisition of such shares by the Investor.

- 163.8** Where the Company and /or the Promoters provide the Investors with an exit in the following manner:
- (a) in case of an IPO, where the shares of the Company are listed and traded on a Stock Exchange and the Investors do not tender their shares for listing, then the Promoters shall not be liable to provide the Investors with an Exit under Article 163.3, 163.4, 163.5 and 163.6;
 - (b) in case of the Investors invoking their rights under the Strategic Sale and Drag Along Rights, the Investors do not complete the sale due to reasons attributable to the Investors (except the receipt of Authorisations) provided that the offers made by the Promoters are accepted by the Investors and in accordance with the terms hereof then the Promoters shall not be liable to provide the Investors with an Exit under Article 163.4, 163.5 and 163.6;
 - (c) In case of the Investors invoking their rights under the a Buy – Back Procedure or Exit Put Option in terms of Article 163.4, 163.5 and 163.6, the Investors do not complete the sale to the Company /the Promoters, due to reasons attributable to the Investors (except the receipt of Authorisations) provided that the offers made by the Company and the Promoters are accepted by the Investors and in accordance with the terms hereof then the Company and /or the Promoters shall not be liable to provide the Investors with any further exit options.
- 163.9** Upon the Company and/or Promoters (as the case may be) completing the exit options under Article 163, in accordance with the terms hereof, then these Articles shall stand terminated.

164. EVENTS OF DEFAULT AND CONSEQUENCES OF EVENT OF DEFAULT

164.1 Events of Default

The occurrence of any of the following events or circumstances shall constitute an "**Event of Default**":

- (a) the Company and/or the Promoters committing any breach of Articles 163.4 and 163.5 (Buy-Back Procedure) where the Investors issue a notice for Buy- Back on the Promoters and /or the Company in accordance with Article 163.4 hereof and the same is not satisfied or fulfilled by the Promoters and /or the Company, Article 154(sub- Articles (f) to (o)) and 159 (*Transfer of Securities*), 153.5 (*Reserved Matters*), 155 (Non- compete and Non Solicitation), 160.2 (Anti-Dilution and Pre-emption) and the covenants/obligations under the Transaction Documents and fails to remedy the breach within 30 (thirty) days of being specifically required in writing to do so by the Investors and Article 154.1 (sub- Articles (f) to (o)) and fails to remedy the breach within 45 (Forty Five) days of being specifically required in writing to do so by the Investors;
- (b) the Company and/or the Promoter Group committing any material breach of the covenants/obligations under the Transaction Documents and fails to remedy the breach within 120 (one hundred and twenty) days of being specifically required in writing to do so by the Investors;
- (c) any arrangements, mergers, acquisitions, change of Control (except as it may be permitted pursuant to these Articles and/or the Transaction Documents viz. subject to the same being not in excess of Rs.5,00,00,000/- (Rupees five crores) in a Financial Year), amalgamations, consolidations, spin-offs, sale of substantial Assets, compromise with creditors, other similar or related actions by the Company which is in contravention of the terms of the Transaction Documents;
- (d) Fundamental Representations and Warranties of the Promoters, Company under the Transaction Documents are found to be misleading or incorrect or untrue in any respect;

- (e) any wilful misrepresentations of representations and warranties of the Promoters, Company under the Transaction Documents which results into Loss of Rs. 5,00,00,000 (Rupees Five Crore only) to the Investors;
- (f) occurrence of any Insolvency Event in respect of the Company or any of the Promoters;
- (g) the Business ceases or the Company threatens to cease the Business or any material subsidiary of the Company ceases its business or the Promoters ceases to operate the Business as they were operating prior to Effective Date;

164.2 Consequences of an Event of Default

- (a) If any Event of Default or any event has occurred which, after the notice, or lapse of time, or both, would constitute an Event of Default, the Company and the Promoters shall forthwith give notice thereof to the Investors in writing, specifying the nature of such Event of Default or of such event and the remedies proposed to be taken to cure the same.
- (b) Upon occurrence of any Event of Default and expiry of the cure period in respect of thereof, the Investors shall, at its option, without derogation from the rights and remedies available to the Investors under the Transaction Documents and/or under applicable Law, be entitled to exercise any or all of the following rights (or a combination thereof) by giving a notice in writing to the Company and the Promoters ("**Default Notice**"):
 - (i) the right to require the Company to buy back or the Promoters to purchase the Investor Securities in the manner (save and except the price which shall be the price as set out below) set out in Article 163.4 read with Article 163.5 or Article 163.6 above.

Provided that such buy back by the Company or the purchase by the Promoter shall be at FMV.

And / Or

- (ii) the right to Transfer the Investor Securities to any Person whatsoever (including to a Competitor) ("**Default Drag Purchaser**") and require the Promoter Group ("**Default Drag Shareholders**") subject to the Exit ROFO process as set out in Articles 164.2(b)(ii)(a) and 164.2(b)(ii)(b) below, to also Transfer to the Drag Purchaser all or part of the Securities held by them ("**Default Dragged Along Securities**"), as may be required to facilitate the Transfer of the Investor Securities to the Default Drag Purchaser, as determined by the Investors in their sole discretion (such right of the Investors shall be referred to as the "**Default Investor Drag Along Right**"). The Investors shall be required to Transfer all the Investor Securities including the securities acquired by the Investor under the Anti-Dilution and Pre-emptive Right and the shares held by the Affiliates (including the high networth individuals) in the case the Investor exercises the Default Investor Drag Along Right. The Default Drag Shareholders shall so Transfer their Default Dragged Along Securities to the Default Drag Purchaser at the same terms and conditions of sale as the Investors Transfer, in accordance with the procedure set out in Articles (a) to (d) below:
 - (a) In the event that the Investors decide to exercise the Default Investor Drag Along Right, the Investors shall deliver a written notice to the Promoters ("**ROFO Exit Notice**") which shall inform the Promoters of the intent of the Investors to exercise the Drag Along Right and providing the Promoters with a right of first offer ("**Exit ROFO**"). Upon receipt of the Exit ROFO Notice, the Promoters shall be required to provide the Investors with an offer, within a

period of 30 days from the date of the Exit ROFO Notice, in writing ("**Exit ROFO Notice Response**"), to acquire the Investor Securities at a price the Promoters are willing to pay for the Investor Securities (the price shall be referred to as "**Exit ROFO Price**"). The Promoters shall ensure that a copy of the Offer is sent to every Person in the Promoter Group as well.

- (b) If the Promoters deliver the ROFO Notice Response, to the Investors within the prescribed period in accordance with Article 164.2(b)(ii)(a), the Investors shall be entitled (at its sole discretion) to accept or reject such an Exit ROFO offered by the Promoters. In the event that the Exit ROFO is accepted by the Investors and the Exit ROFO Price is acceptable to the Investors, then it shall communicate its acceptance in writing to the Promoters ("**Exit ROFO Acceptance Notice**"). Upon the furnishing of the Exit ROFO Acceptance Notice, the Promoters shall be obligated to acquire the Investor Securities from the Investors at the Exit ROFO Price. The closing of such Transfer of Investor Securities from the Investors to the Promoters shall take place on a date mutually agreed between them which shall be within 30 (Thirty) days from the expiry of the Exit ROFO Period ("**Exit ROFO Period**") and such period may be extended by such period required by the Investors ("**Exit ROFO Extended Period**"), unless such date is mutually extended by them or for the want of receipt of Authorizations. At such closing, the Investors shall deliver duly stamped and endorsed certificates representing the Investor Securities, accompanied by duly executed and/or stamped instructions/instruments of transfer in relation to such Investor Securities to the Promoters purchasing such Investor Securities and the Promoters shall simultaneously make payment in full of the sale consideration for such Investor Securities to the Investors as per the Offer against which the Investors shall transfer the Investor Securities to the Promoters.
- (c) In the event that: (i) the Promoters do not respond to the Exit ROFO Notice within the Exit Offer Period or (ii) the Promoters send a written notice to the Investors stating that it is not willing to purchase the Investor Securities or (iii) the Transfer of the Investor Securities by the Investor to the Promoters at the Exit ROFO Price does not take place within the Exit ROFO Period or the Extended ROFO Period (as the case may be) as set out in (Article 164.2(b)(ii)(b)) above, then the Investors shall be entitled to Transfer the Investor Securities or any part thereof to any Person, subject to the Drag-Along Right (as stated in Article 164.2(b)(ii)(e) below).
- (d) Intentionally left blank
- (e) In the event that: (i) the Promoters do not respond to the Exit ROFO Notice within the Exit Offer Period or (ii) the Promoters send a written notice to the Investors stating that it is not willing to purchase the Investor Securities or (iii) the Transfer of the Investor Securities by the Investor to the Promoters at the Exit ROFO Price does not take place within the timelines set out in Article 1164.2(b)(ii)(d) above, then the Investor shall be entitled provide the Promoters with a notice in writing ("**Default Drag Along Notice**"), setting forth the following details: (i) the number of Default Dragged Along Securities of each Default Drag Shareholder; (iii) the price per Equity Share (computed on a Fully Diluted Basis) offered by the Default Drag Purchaser ("**Default Drag Price**"), provided that where the Investors do not accept the Exit ROFO Price then the Default Drag Price shall not be less than the amount set out in Clause 15.2(b)(ii)(e) of the Agreement; and (iv) in reasonable detail, the other terms and conditions of the proposed Transfer, including the proposed timelines for closing. In the event that the proposed consideration for the

Transfer includes consideration other than cash, the Default Drag Along Notice shall include a calculation of the FMV of such consideration as determined by an investment banker to be nominated by the Investors.

- (f) Upon the issuance of the Default Drag Along Notice with a valid Default Drag Price as set out above, the Promoter Group shall be under an obligation to sell the Default Dragged Along Securities to the Default Drag Purchaser for the consideration set out in the Default Drag Along Notice.
- (g) The closing of any purchase by the Default Drag Purchaser of the Default Dragged Along Securities and the Investor Securities proposed to be Transferred shall take place simultaneously. At such closing, the Default Drag Shareholders shall deliver duly stamped and endorsed certificates representing the Default Dragged Along Securities, accompanied by duly executed and/or stamped instructions/ instruments of transfer in relation to such Default Dragged Along Securities in favour of the Default Drag Purchaser to effect the Transfer of such Default Dragged Along Securities to the Default Drag Purchaser. The Default Drag Along Shareholders shall make such representations and warranties regarding the Default Dragged Along Securities, their rights, title and interest therein, and the absence of any Encumbrance thereon, as may be required by the Investors and the Drag Purchaser, and shall also provide to the Default Drag Purchaser, along with the Investors, other customary representations, warranties and indemnities regarding the business and operations of the Company. Any Default Drag Purchaser purchasing the Default Dragged Along Securities shall deliver at such closing, total sale consideration for the Transfer of the Default Dragged Along Securities and the Investor Securities to be Transferred to their respective holders in accordance with the Default Drag Along Notice. At such closing, all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the sale of the Securities to the Default Drag Purchaser as set out herein.
- (c) The Company and the Promoters shall facilitate and assist in any Transfer to the Default 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 Default Drag Purchaser and/or the Investors. Further the Promoters and the Company shall provide all reasonable assistance as may be required by the Investors, to assist in the preparation of an information memorandum in relation to the Company for enabling such sale of the Default Dragged Along Securities.
- (d) It is clarified that in the event that the Investors issues a Default Notice to the Company and/or the Promoters, such Default Notice shall be deemed to be the Exit Notice under Articles 163.4, and 163.6.
- (e) It is hereby clarified that if the Investor decides to invoke its rights under the provisions of Indemnity as set out in the Agreement and Share Subscription and Share Purchase Agreement the Investor will then not be entitled to claim any rights under this Article 164 (Event of Default and Consequences of Event of Default) and vice versa.

165. NOTICES

- 165.1** Any notice or other communication provided for or required under these Articles shall be in writing and may be first transmitted by email transmission, and then confirmed by postage, prepaid registered post with acknowledgement due or by internationally recognised courier service, in the manner, as elected by the Party giving such notice at the recipient's address stated below as well as under Clause 16.1 of

the Agreement:

(a) In the case of notices to the **IBEF-II** :

Address: Motilal Oswal Private Equity Advisors Private Limited,
10th Floor, Motilal Oswal Tower
Junction of Gokhale Road and Sayani Road
Opp. Parel ST Bus Depot
Prabhadevi, Mumbai 400 025.

For the attention of: Mr. Vishal Kumar Gupta/Mr. Bhavya Kapoor

Fax number: +91-22-33781186

Email: vishal.gupta@motilaloswal.com / bhavya.kapoor@motilaloswal.com

(b) In the case of notices to the **IBEF-IIA**:

Address: Suite 304
3rd Floor, NG Tower,
Cyber City,
Ebene, Mauritius

Email: jihane@ifsmauritius.com
fesal@ifsmauritius.com

For attention of: Ms. Jihane Nuhamodsaroar

(c) In the case of notices to the **Company**:

Address: # 40-1-144, Corporate Centre, M G Road, Vijayawada – 520 010
Email: cs@ikffinance.com
For attention of: VGK Prasad

(d) In the case of notices to the **Promoters**:

Address: 59A-16-4/8, 3 rd Road, RTC Colony. Vijayawada – 520 008
Email: prasadvkg@ikffinance.com
For attention of: Vupputuri Gopala Kishan Prasad

(e) **In the case of notices to IKF Financial Services (P) Limited:**

Address: # 40-1-144, Corporate Centre, M G Road, Vijayawada – 520 010
Email: ikffinance@gmail.com
For attention of: VGK Prasad

(f) **In the case of notices to IKF Infratech (P) Limited:**

Address: # 40-1-144, Corporate Centre, M G Road, Vijayawada – 520 010
Email: ikfinfratech@gmail.com
For attention of: VGK Prasad

165.2 All notices and other communication shall be deemed to have been validly given on (i) the day of receipt, if sent by courier, or (ii) the expiry of 7 (seven) days after posting, if sent by registered post.

165.3 Any Party may, from time to time, change its address or representative for receipt of notices and other

communication provided for or required under these Articles by giving to all the other Parties not less than 10 (ten) days' prior written notice thereof.

166. 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 any of the Investor Director(s) and/or any other authorised representative/signatory nominated by the Investors from time to time.

167. CONFIDENTIALITY

167.1 The Parties agree to hold in confidence all information concerning the business and affairs of the Company ("**Confidential Material**"), and to make available Confidential Material

- (a) to only such officers, employees and representatives (including legal, consultancy, and accounting representatives) as is necessary for the Parties to enter into or perform as per the provisions of these Articles and/or the Transaction Documents provided that such Persons shall be bound by confidentiality obligations provided for in this Article 167.1; or
- (b) as may be required to such Governmental Authorities that are required by applicable Laws or regulations or to comply with the requirements, statutory or judicial or Governmental Authority demands, or receipt of approval of an applicable Governmental Authority in which case such Party shall give at least 1 (one) day written notice of such disclosure of Confidential Material;
- (c) to the extent necessary to comply with the terms of these Articles or otherwise give effect thereto and the Parties hereby agree that any Shareholder may disclose any information in relation to the Company to a potential purchaser of the Assets and/or Securities of the Company and further agrees that any Shareholder may disclose such information to any potential party to a securitisation or other financing (or its professional advisers), provided that the Shareholder shall obtain appropriate undertakings of confidentiality from such Persons;

167.2 Notwithstanding anything to the contrary contained herein and/or in the Agreement, the Investors will be permitted to share Confidential Material, including the information, inspection and reports provided to the Investors pursuant to Article 157(*Information Rights, Inspection And Monitoring*) with (i) their Affiliates, officers, directors, employees and advisors and investors in such funds; (ii) any Person who intends to purchase the Investor Securities from the Investors and (iii) any valuation agency conducting valuation of the Investors' portfolio investments and companies.

167.3 This Article 167.3 shall remain in effect without limit in time, provided that this Article 167.3 shall no longer apply to Confidential Material which (i) is or becomes available to the public as a result of a disclosure by the Company, (ii) was known to the Parties on a non-confidential basis prior to its disclosure by the Company, or (iii) becomes available to the Parties on a non-confidential basis from a source (not bound by confidentiality provisions) other than the Company or its representatives or agents.

168. PROMOTERS RIGHT TO SUBSCRIBE TO EQUITY SHARES

It is agreed between the Parties that any time after the Effective Date at their option, the Promoter Group shall have the right to subscribe to such number of Equity Shares and for such amount, both as specified in Clause 21 of the Agreement ("**Promoter Group Subscription Shares**") . Further, the Investors shall vote in favour of resolution to enable the Promoter Group to subscribe to the Promoter Group Subscription Shares.

169. Indemnity

- (a) The Company and the Promoters shall indemnify each Investor, its respective officers, directors, employees, agents and representatives (collectively, the "**Investor Indemnitees**") in respect of, and save and hold each Investor Indemnitee harmless against and pay on behalf of or reimburse each Investor Indemnitee as and when incurred, any claims under this Article ("**Claims**") or losses which any Investor Indemnitee suffers, sustains, or becomes subject to as a result of, or by virtue of, without duplication:
 - (i) any facts or circumstances that constitute a material misrepresentation by a the Promoter Group set forth in these Articles and/or the Transaction Documents, or any certificate delivered by a relevant Party pursuant to these Articles subject to a limitation of liability as provided under Schedule 5 of the Share Subscription and Share Purchase Agreement;
 - (ii) any non-fulfillment or material breach of any covenant of Company and/or Promoters and/or Promoter Group set forth in these Articles and/or the Transaction Documents;
 - (iii) any and all actions, causes of action and suits arising out of, relating to, or in connection with, the operations of the Company in the Ordinary Course of Business pursuant to which the Investor Indemnitee is a named party, unless such actions, causes of action, or suits result from the gross negligence, breach or willful misconduct of the Investor Indemnitee; or
 - (iv) willful misconduct or fraud.
- (b) The rights of Investor Indemnitees to be indemnified under this Article 169 shall not be limited or affected by any investigation conducted or notice or knowledge obtained by or on behalf of any such Investor Indemnitees.
- (c) The indemnification rights of the Investors under this Article 169 are independent of, and in addition to, such rights and remedies as they may have at law or in equity or otherwise for any intentional or knowing misrepresentations, breach of warranty or failure to fulfill any agreement or covenant under the Agreement on the part of any Party to the Agreement, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- (d) if any of the Company or the Promoter makes any payment to the Investors under this Article 169, such payment shall be grossed up to take into account the diminution in value of the Investor Securities as provided in Clause 7.11 of the Share Subscription and Share Purchase Agreement.

170. MISCELLANEOUS PROVISIONS

170.1 Representative of Promoter Group and Inter-se Deadlock Between the Promoter Group

- (a) For the purposes of the Transaction Documents, the Promoters by way of these Articles and the Agreement irrevocably appoint Mr. Prasad to represent them with respect to all actions and decisions to be taken by or on behalf of each the Promoters and in the event that Prasad is not able to discharge his functions, then Vasumathi shall be appointed in place of Mr. Prasad and in the event that both Prasad and Vasumathi are unable to discharge their functions, then the Promoters and the Investors shall be entitled to jointly nominate one of the then Promoters to discharge the functions aforesaid ("**Key Promoter**"). Accordingly, all the Promoters by way of these Articles and the Agreement authorize the Key Promoter to represent them 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 of the Promoters for the proper and effective fulfilment of their respective rights and obligations under the Transaction Documents. Any action taken or deed performed or document executed by the

Key Promoter shall be deemed to be acts or deeds done or documents executed by all the Promoters, and shall be binding on all the Promoters and shall be ratified by them without any demur or protest.

170.2 Fall Away of Rights

Subject to the fall –away of certain rights as provided for in Article 155.1 and 159.3 *vis a vis* the Investors where the Investor Securities fall below such value as set out in Clause 19.1 of the Agreement , the following provisions: (a) Article 153 (*Corporate Governance*), (b) Article 159 (save and except Article 159.5(a), 159.5(b) and 159.5(d)), (c) Article 163 (*Exit*) right, provided that where the Company conducts an Insolvency Event, the Investor shall have the right to participate and exit under such Insolvency Event and the fall away of the right of the Investor under Article 163 shall not prejudice the rights of the Investor to participate in such exit, (d) Article 164 (*Event of Default and Consequences of Event of Default*); shall fall – away *vis a vis* the Investors where the Investor Securities fall below 2.5% of the paid – up capital of the Company on a Fully Diluted Basis.

170.3 Liquidation Preference

- (a) In the event there occurs a Insolvency Event, then
 - (i) the total proceeds from such Insolvency Event remaining after discharging or making provision for discharging the liabilities of the Company towards secured creditors, unsecured creditors (other than Promoters) and statutory dues the proceeds of the other Insolvency Event (as applicable) shall be distributed:
 - (ii) first to the Investors on a pro rata basis among themselves, an amount which shall be an amount which would be distributed to the Investors if all amounts available for distribution among the Shareholders in proportion to the Securities held by them on a Fully Diluted Basis. ("**Contractual Liquidity Amount**")
 - (iii) second, to the other Shareholders of the Company, pro rata among themselves.

To enable the parties to enforce the provision of Article 170(i) above the Parties shall follow such mechanism as the Investors advisors may recommend at such time.

170.4 Governing Law and Dispute Resolution

- (a) If any dispute arises between the Investors on the one hand and any or all of the Company and the Promoters on the other hand, during the subsistence of these Articles or thereafter, in connection with or arising out of the validity, interpretation, implementation or alleged breach of any provision of these Articles or regarding a question, including the question as to whether the termination of these Articles by any Party has been legitimate, the disputing Parties shall endeavour to settle such dispute amicably, and the same shall in the first instant be resolved through mediation by such individual(s) as may be mutually agreed between the Investors and Promoters. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the disputing Parties, after reasonable attempts, which attempt shall continue for not less than 30 (thirty) days, gives 15 (fifteen) days' notice thereof to the other disputing Parties in writing.
- (b) In case of such failure, the dispute shall be referred to a sole arbitrator to be mutually appointed by the Promoters, the Company and the Investors within 5 (five) days from the expiry of the said 15 (fifteen) days' notice or in case of disagreement as to the appointment of the sole arbitrator, to 3 (three) arbitrators, the Investors nominating one arbitrator and the Promoters and the Company jointly appointing the second arbitrator, who shall both be appointed within further 15 (fifteen) days from the expiry of the said 5 (five) days' period. The third arbitrator shall be appointed by the 2 (two) arbitrators so appointed within 15 (fifteen) days

of their appointment. The arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996.

- (c) The place of the arbitration shall be Mumbai, India.
- (d) The proceedings of arbitration shall be in the English language.
- (e) The arbitrator's award shall be substantiated in writing. The arbitral tribunal shall also decide on the costs of the arbitration proceedings.
- (f) The award shall be binding on the Parties subject to the applicable Laws in force and the award shall be enforceable in any competent court of law.
- (g) The Parties shall make best endeavours that the arbitration shall be concluded within 120 (one hundred and twenty) days of the date of reference of the dispute to arbitration.
- (h) These Articles shall be governed and construed in accordance with the Laws of India and subject to the provisions of arbitration as set out above, the courts at Mumbai, India will have exclusive jurisdiction.
- (i) For avoidance of doubt it is clarified that nothing in this Article 170.4 shall apply to disputes inter-se between the Company and the Promoters.

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SCHEDULE 1
RESERVED MATTER ITEMS

- (a) Approval of the annual budget including Business Plan or any alteration in the Business Plan subject to deviation of 15% (Fifteen Percent);
- (b) Approval of annual accounts of the Company within the statutory period for the approval of the annual accounts, subject to the Company providing the annual accounts within a period of 15 days prior to the expiry of the statutory period within which the annual accounts in a particular Financial Year are prepared;
- (c) Any addition/deletion to the off-balance sheet liability structure of the Company including leasing, drawing on bank guarantees and/or Transfer which are not in the Ordinary Course of Business exceeding a value which individually or together is less than or equal to Rs. 2,00,00,000/- (Rupees Two Crores only) in a Financial Year (as per the written down value of the Assets as per the audited accounts of the previous Financial Year);
- (d) Change in any rights or benefits provided to the Investors;
- (e) Any changes to the Memorandum and these Articles;
- (f) Creation of any new subsidiary(ies), joint ventures, associate companies of the Company not by virtue of the Promoters' holding in such company;
- (g) Change in the name or registered office of the Company;
- (h) Any transactions with a Related Party of a value above Rs. 50,00,000/- (Rupees Fifty Lakhs Only) (either singly or in the aggregate) in a Financial Year save and except the transactions disclosed in **Schedule 7** of the Agreement;
- (i) Any change in the capital structure including Share capital/ future issuances of Securities (except for subscription of the Promoter Group Subscription Shares as envisaged in the Agreement/ these Articles) / redemption of Securities (save and except redemption of non- dilutive instruments)/capital reduction / ESOP (other than the ESOP plan as envisaged in the Agreement/ these Articles) and/or any Transfer of Securities, other than as explicitly permitted under these Articles;
- (j) Change in the composition or size or structure of the Board;
- (k) Mergers, acquisitions strategic/financial alliances by and of the Company, change of voting control, amalgamations, consolidations, spin - offs, sale of substantial Assets, insolvency, voluntary liquidation, winding up, compromise with creditors (subject to the same being not in excess of Rs.5,00,00,000/- (Rupees five crores) in a Financial Year), other similar or related actions, either by or of the Company;
- (l) Listing, buy back, distribution of dividend, distribution of profits other than dividend relating to any Securities issued with a fixed coupon;
- (m) Appointment / employment of the statutory auditors, internal auditors and Key Management Persons other than as agreed in these Articles;
- (n) Availing of or providing guarantees and credit enhancements (other than in the Ordinary Course of Business) and entering into any derivative contracts which are not already incorporated in the annual budget approved by the Investors;
- (o) Purchase/disposal of fixed Assets for a consideration exceeding Rs. 50,00,000 (Rupees Fifty Lakhs only) or disposal of fixed Assets with a written down value exceeding Rs. 50,00,000 (Rupees Fifty Lakhs

only) at the commencement of the relevant Financial Year;

- (p) Changes to accounting or Tax policies or practices of the Company (other than those mandated by Indian GAAP);
- (q) Acquire or Transfer or otherwise dispose of any Intellectual Property rights of or used by the Company where the transaction involves a sum in excess of Rs. 10,00,000 (Rupees Ten Lakh only);
- (r) Change in the nature of Company's Business or entering into any new business line or activity or in any way undertaking any new business initiative related to the Business;
- (s) Entering into, modification or termination of any material contract in existence or proposed to be entered into by the Company and including waiver of any material default under or in relation to the breach of any material contract, other than in the Ordinary Course Of Business;
- (t) Commencement or settlement/withdrawal of any litigation(s) other than in the Ordinary Course of Business not exceeding an aggregate sum in excess of Rs. 10,00,000 (Rupees Ten Lakh only) per litigation (whether as claim amount, expenses, counsel fees or otherwise);
- (u) Entering into any arrangement or settlement with the debtors or creditors other than in the Ordinary Course Of Business;
- (v) Change in the remuneration or material terms of employment of the Promoters (other than as specifically agreed in the Transaction Documents).

SCHEDULE 2
ANTI DILUTION ENTITLEMENT

New Conversion Price for Investment Amount (“**NCP**”) = $IA/E * ((A+B) / (A+C))$

Anti-dilution number of Shares to be received by the Investors (“**ADS**”) = $(IA/NCP)-E$

IA = Investment Amount

E = Aggregate of Investor Purchase Shares and Investor Subscription Securities

A = Equity Shares outstanding on a Fully-Diluted Basis prior to the Dilutive Issuance

B = Equity Shares issuable (on a Fully-Diluted Basis) if the Dilutive Issuance has been made at the price as determined in the Transaction Documents

C = Equity Shares issued (on a Fully-Diluted Basis) at the Dilutive Issuance price

All calculations of the ADS shall be made to the nearest whole number. The Company shall not issue any fractional Equity Shares, and any fractions shall be rounded up to a whole number.

**SCHEDULE 3
DEED OF ADHERENCE**

THIS DEED OF ADHERENCE ("**Deed**") is made on [•] (*insert date*) by

[•] (*insert name*) (the "**Covenantor**");

The Persons listed in Annexure annexed hereto (hereinafter referred to as the "**Continuing Shareholder/s**")

[•] (the "**Company**");

[•] (hereinafter referred to as the "**Transferring Shareholder**")

(The Company and, the Continuing Shareholders and the Transferring Shareholder are hereinafter referred to individually as "**Original Party**" and collectively as the "**Original Parties**". The Original Parties and the Covenantor are collectively referred to as "**Parties**" and individually as "**Parties**".)

SUPPLEMENTAL to an [•] dated [•] 2014 (*insert date*) and made between [•] (the "**Company**"), the Investors and the Promoters (as such terms are defined in the Shareholders Agreement), (the "**Agreement**").

WHEREAS:

The Covenantor covenants as follows:

1. The Covenantor hereby confirms that a copy of the Agreement has been made available to it and hereby covenants with the Company and the Continuing Shareholders to observe, perform and be bound by all the terms which are capable of applying to the Covenantor and the Covenantor shall be deemed to be a shareholder of the Company with effect from the date on which the Covenantor is registered as a member of the Company and to be a party to the Agreement (as if named a party to the Agreement).
2. The Covenantor hereby covenants that it shall do nothing that derogates from the provisions of the Agreement. The Covenantor agrees to be bound by the obligations and shall be entitled to the rights, in relation to the Company, of the entity from whom the Covenantor has acquired the Securities of the Company as set out in the Agreement.
3. The Covenantor represents and warrants to the Original Parties that the execution of this Deed by it has been duly authorized, and that the execution and performance of this Deed does not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default or require any consent under, any agreement or other instrument it has executed or by which it is bound, or violate any of the terms and provisions of its charter documents or any judgment, decree or order or any statute, rule or regulation applicable to it.
4. All notices, requests, waivers and other communications ("**Notices**") shall be made in writing and by letter (delivered by hand, courier or registered post), email or facsimile transmission and shall be deemed to be duly given or made, in the case of personal delivery, when delivered; in the case of email/ facsimile transmission, provided that the sender has received a receipt indicating proper transmission, when dispatched. When by way of a letter, the Notice must be in writing in English and addressed to the Covenantor at the address set out below, when by email must be in English to the email address set out below, and when by facsimile must be in English to the number set out below

In the case of notices to the **Covenantor**:

5. The Notice must be signed by a Person duly authorized by the sender. If delivery or receipt occurs on a day other than a Business Day, or is later than 5 p.m. (local time), it will be taken to have been duly given at the commencement of the next Business Day. In the event that the Covenantor refuses delivery or acceptance of a notice, request or other communication, under the Agreement, it shall be deemed that the Notice was given upon proof of the refused delivery, provided the same was sent in the manner specified in the Agreement.

6. This Deed of Adherence shall be governed in all respects and construed in accordance with the Laws of India and the terms of the Agreement (including without limitation the dispute resolution mechanism) shall be *mutatis mutandis* be applicable to this Deed. All capitalised terms used in this Deed of Adherence but not defined herein, shall, unless repugnant to the context or meaning, have the meaning ascribed to such terms under the Agreement.

**ANNEXURE
CONTINUING SHAREHOLDERS**

Executed as a DEED the day and year first before written.

For the Covenantor

By: [●] (*insert name*)

Title: [●] (*insert title*)

For the Continuing Shareholders

By: [●] (*insert name*)

Title: [●] (*insert title*)

By: [●] (*insert name*)

Title: [●] (*insert title*)

For the Transferring Shareholder

By: [●] (*insert name*)

Title: [●] (*insert title*)

For the Company

By: [●] (*insert name*)

Title: [●] (*insert title*)