

UNDER THE COMPANIES ACT, 2013 (18 of 2013)

Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

ARAGEN LIFE SCIENCES LIMITED

CONSTITUTION

This set of Articles of Association has been approved pursuant to the provisions of Section 14 of the Companies Act, 2013 and by a special resolution passed at the Extraordinary General Meeting of Aragen Life Sciences Limited (the “**Company**”) held on 27th January, 2023. These Articles have been adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles thereof.

PRELIMINARY

TABLE ‘F’ EXCLUDED

1. The regulations contained in the Table marked ‘F’ in Schedule I to the Companies Act, 2013, shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.
2. The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, as amended from time to time, be such as are contained in these Articles.

PART I

1. Definitions and Interpretation

- (a) In these presents, the following words and expressions shall have the following meanings, unless excluded by the subject or context or unless defined in Part II of the Articles:

“**Act**” means the (Indian) Companies Act, 2013, as now enacted or as the same may from time to time be amended, re-enacted or replaced and shall include any regulation, rules, by-laws or guidelines issued there under by any Government and shall include the Companies Act, 1956, to the extent the same continues to remain in force.

“**Annual General Meeting**” means the annual general meeting of the Company convened and held in accordance with the Act.

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

“**Board**” means the Board of Directors of the Company as constituted from time to time.

“**Company**” means Aragen Life Sciences Limited;

“**Director**” means a director on the Board of the Company, from time to time.

“**ESOP**” shall mean the employees stock option plan as adopted by the Company.

“**ESOP Shareholder**” shall mean such person(s) who have become Shareholder(s) on account of subscription of Equity Shares pursuant to ESOP, including the Employees Welfare Trust or any other employee trust which holds Equity Securities pursuant to any ESOP.

“**Equity Shares**” means equity shares in the issued, subscribed and paid up equity share capital of the Company having a face value of INR 10 each.

“**Executor**” or “**Administrator**” means a person who has obtained probate or Letters of Administration, as the case may be, from some competent Court having effect in India, and shall include the executor or Administrator or the holder of a certificate, appointed or granted by such competent court and authorised to negotiate or transfer the Shares of the deceased member.

“**Government**” means the President of India, the Government of India, the Governor and the Government of any State of India, any Ministry or Department of the same and any authority exercising powers conferred by Law.

“**INR**” or “**Rupees**” or “**Rs.**” means Indian rupees, the lawful currency of India for the time being.

“**Law**” includes all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government, statutory authority, tribunal, board, court or recognised stock exchange.

“**Liquidation Event**” means the liquidation, winding up or dissolution of the Company, either through a members’ or creditors’ voluntary winding-up process or a court directed winding-up process.

“**Memorandum**” means the Memorandum of Association of the Company as originally framed or altered from time to time.

“**Paid up**” includes “credited as paid up”.

“**Person**” means and includes an individual, partnership, proprietorship, corporation, company, unincorporated organization or association, trust or other entity, whether incorporated or not.

“**Proxy**” includes Attorney duly constituted under a Power of Attorney.

“**RBI**” means the Reserve Bank of India.

“**Registrar / ROC**” means the Registrar of Companies, State of Telangana.

“**Register**” means the Register of Members to be maintained pursuant to the Act.

“**Secretary**” means the Company Secretary appointed under the Act;

“**Shareholders**” means the duly registered holders from time to time of the Equity Shares, or preference shares of the Company.

“**Special Resolution**” shall have the meaning assigned thereto under the Act.

“**Transfer**” (including the terms “**Transferred by**” and “**Transferability**”) shall mean to transfer, sell, assign, pledge, hypothecate, create a security interest in or lien on, place in trust (voting or otherwise), exchange, gift or transfer by operation of law or in any other way subject to any encumbrance or dispose of, whether or not voluntarily.

(b) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

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

- (a) headings are for convenience only and shall not affect the construction or interpretation of any provision of these Articles.
- (b) where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
- (c) words importing the singular shall include the plural and vice versa;
- (d) all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
- (e) the expressions “hereof”, “herein” and similar expressions shall be construed as references to these Articles as a whole and not limited to the particular Article in which the relevant expression appears;

- (f) the ejusdem generis (of the same kind) rule will not apply to the interpretation of these Articles. Accordingly, **include** and **including** will be read without limitation;
- (g) any reference to a **person** includes any individual, firm, corporation, partnership, company, trust, association, joint venture, government (or agency or political subdivision thereof) or other entity of any kind, whether or not having separate legal personality. A reference to any person in these Articles shall, where the context permits, include such person's executors, administrators, heirs, legal representatives and permitted successors and assigns;
- (h) a reference to any document (including these Articles) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- (i) references made to any provision of the Act shall be construed as meaning and including the references to the rules and regulations made in relation to the same by the Ministry of Corporate Affairs. The applicable provisions of the Companies Act, 1956 shall cease to have effect from the date on which the corresponding provisions under the Companies Act, 2013 have been notified.
- (j) a reference to a statute or statutory provision includes, to the extent applicable at any relevant time:
 - (i) that statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision; and
 - (ii) any subordinate legislation or regulation made under the relevant statute or statutory provision;
- (k) references to writing include any mode of reproducing words in a legible and non-transitory form; and references to **Rupees, Re., Rs., INR, ₹** are references to the lawful currency of India

SHARE CAPITAL AND VARIATION OF RIGHTS

2. AUTHORISED SHARE CAPITAL

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

3. NEW CAPITAL PART OF THE EXISTING CAPITAL

Except so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new shares shall be considered as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

4. **KINDS OF SHARE CAPITAL**

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

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

5. **SHARES AT THE DISPOSAL OF THE DIRECTORS**

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

6. **CONSIDERATION FOR ALLOTMENT**

The Board of Directors may issue and allot shares of the Company as payment in full or in part, for any property purchased by the Company or in respect of goods sold or transferred or machinery or appliances supplied or for services rendered to the Company in the acquisition and/or in the conduct of its business; and any shares which may be so allotted may be issued as fully paid up shares and if so issued shall be deemed as fully paid up shares.

7. **SUB-DIVISION, CONSOLIDATION AND CANCELLATION OF SHARE CERTIFICATE**

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

- (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;
- (b) divide, sub-divide or consolidate its shares, or any of them, and the resolution whereby any share is sub-divided, may determine that as between the holders of the shares resulting from such sub-division one or more of such shares have some preference or special advantage in relation to dividend, capital or otherwise as compared with the others;
- (c) cancel shares which at the date of such General Meeting have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled;

- (d) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; provided that any consolidation and division which results in changes in the voting percentage of Members shall require applicable approvals under the Act; and
- (e) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination.

8. FURTHER ISSUE OF SHARES

- (1) Where at any time the Board or the Company, as the case may be, propose to increase the subscribed capital by the issue of further shares then such shares shall be offered, subject to the provisions of section 62 of the Act, and the rules made thereunder:

(A)

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

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

- (iii) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub-clause (ii) shall contain a statement of this right;
- (iv) After the expiry of time specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that the person declines to accept the shares offered, the Board of Directors may dispose of them in such manner which is not disadvantageous to the Members and the Company;

- (B) to employees under any scheme of employees' stock option subject to Special Resolution passed by the shareholders of the Company and subject to the Rules and such other conditions, as may be prescribed under applicable law; or

- (C) to any person(s), if it is authorised by a Special Resolution, whether or not those persons include the persons referred to in clause (A) or clause (B) above either for cash or for a consideration other than cash, if the price of such shares is determined by the valuation report of a registered valuer subject to such conditions as may be prescribed under the Act and the rules made thereunder; or where no such Special Resolution is passed, if the votes cast (whether on a show of hands, or on a poll, as the case may be) in favour of the proposal contained in the motion moved in the general meeting (including the casting vote, if any, of the Chairman) by Members

who, being entitled so to do, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the Company, offer the equity shares of the Company to such other persons other than the existing Members of the Company such as Business Associates, Independent Professionals, Consultants, Agents, Service Providers, Financial Investors etc. on such terms and conditions including variable pricing within each of the foregoing categories as may be stipulated in the resolution approved by the Members and in accordance with the provisions of the Act and the Rules and other applicable law.

- (2) Nothing in sub-clause (iii) of Clause (1)(A) shall be deemed:
- (i) To extend the time within which the offer should be accepted; or
 - (ii) To authorize any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares compromised in the renunciation.
- (3) Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option as a term attached to the debentures issued or loans raised by the Company to convert such debentures or loans into shares in the Company or to subscribe for shares of the Company:

Provided that the terms of issue of such debentures or loans containing such an option have been approved before the issue of such debentures or the raising of such loans by a Special Resolution passed by the shareholders of the Company in a General Meeting.

- (4) Notwithstanding anything contained in Article 9(3) hereof, where any debentures have been issued, or loan has been obtained from any government by the Company, and if that government considers it necessary in the public interest so to do, it may, by order, direct that such debentures or loans or any part thereof shall be converted into shares in the Company on such terms and conditions as appear to the Government to be reasonable in the circumstances of the case even if terms of the issue of such debentures or the raising of such loans do not include a term for providing for an option for such conversion:

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

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 made thereunder.

9. **RIGHT TO CONVERT LOANS INTO CAPITAL**

Notwithstanding anything to the provision of these Articles, but subject, however, to the provisions of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debentures or loans raised by the Company to convert such debentures or loans into shares or to subscribe for shares in the Company.

10. **ALLOTMENT ON APPLICATION TO BE ACCEPTANCE OF SHARES**

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

11. **RETURN ON ALLOTMENTS TO BE MADE OR RESTRICTIONS ON ALLOTMENT**

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

12. **MONEY DUE ON SHARES TO BE A DEBT TO THE COMPANY**

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

13. **INSTALLMENTS ON SHARES**

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

14. **MEMBERS OR HEIRS TO PAY UNPAID AMOUNTS**

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

15. **VARIATION OF SHAREHOLDERS' RIGHTS**

(a) If at any time the share capital of the Company is divided into different classes of shares, the rights attached to the shares of any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to 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 not less than three-fourth of the issued shares of that class or with the sanction of a Special Resolution passed at a separate meeting of the holders of the issued shares of that class, as prescribed by the Act.

(b) Subject to the provisions of the Act, to every such separate meeting, the provisions of these Articles relating to meeting shall *mutatis mutandis* apply.

16. **PREFERENCE SHARES**

(a) **Redeemable Preference Shares**

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

(b) **Convertible Redeemable Preference Shares**

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

17. **PAYMENTS OF INTEREST OUT OF CAPITAL**

The Company shall have the power to pay interest out of its capital on so much of the shares which have been issued for the purpose of raising money to defray the expenses of the construction of any work or building for the Company in accordance with the Act.

18. **AMALGAMATION**

Subject to provisions of these Articles, the Company may amalgamate or cause itself to be amalgamated with any other person, firm or body corporate subject to the provisions of the Act.

SHARE CERTIFICATES

19. **ISSUE OF CERTIFICATE**

Every Member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors so determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates, unless prohibited by any provision of law or any order of court, tribunal or other authority having jurisdiction, within two (2) months from the date of allotment, or within one (1) month of the receipt of application of registration of transfer, transmission, sub division, consolidation or renewal of any of its shares as the case maybe or within such other period as any other legislation for time being in force may provide or within a period of six (6) months from the date of allotment in the case of any allotment of debenture or within such other period as any other legislation for time being in force may provide. 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 joint holders.

Every certificate shall specify the shares to which it relates and the amount paid-up thereon and shall be signed by two directors or by a director and the company secretary, wherever the company has appointed a company secretary.

20. **RULES TO ISSUE SHARE CERTIFICATES**

The Act shall be complied with in respect of the issue, reissue, renewal of share certificates and the format, sealing and signing of the certificates and records of the certificates issued shall be maintained in accordance with the said Act.

21. **ISSUE OF NEW CERTIFICATE IN PLACE OF ONE DEFACED, LOST OR DESTROYED**

If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under the Article shall be issued upon on payment of Rupees 10 for each certificate. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

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

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

UNDERWRITING & BROKERAGE

22. **COMMISSION FOR PLACING SHARES, DEBENTURES, ETC.**

- (a) Subject to the provisions of the Act and other applicable laws, the Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) to any shares or debentures of the Company or underwriting or procuring or agreeing to procure subscriptions (whether absolute or conditional) for shares or debentures of the Company and provisions of the Act shall apply.
- (b) The Company may also, in any issue, pay such brokerage as may be lawful.
- (c) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

LIEN

23. **COMPANY'S LIEN ON SHARES / DEBENTURES**

The Company shall subject to applicable law have a first and paramount lien on every share / debenture (not being a fully paid share / debenture) registered in the name of each Member

(whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called, or payable at a fixed time, in respect of that share / debenture and no equitable interest in any share shall be created upon the footing and condition that this Article will have full effect and the said lien shall extend to all dividends and bonuses from time to time declared in respect of such shares. Unless otherwise agreed, the registration of transfer of shares / debentures shall operate as a waiver of the Company's lien, if any, on such shares / debentures.

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

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

24. LIEN TO EXTEND TO DIVIDENDS, ETC.

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 / debentures.

25. ENFORCING LIEN BY SALE

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

Provided that no sale shall be made—

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

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

26. VALIDITY OF SALE

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

27. VALIDITY OF COMPANY'S RECEIPT

The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the

case maybe) constitute a good title to the share and the purchaser shall be registered as the holder of the share.

28. **APPLICATION OF SALE PROCEEDS**

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

29. **OUTSIDER'S LIEN NOT TO AFFECT COMPANY'S LIEN**

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

30. **PROVISIONS AS TO LIEN TO APPLY MUTATIS MUTANDIS TO DEBENTURES, ETC.**

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

CALLS ON SHARES

31. **BOARD TO HAVE RIGHT TO MAKE CALLS ON SHARES**

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

32. **NOTICE FOR CALL**

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

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

33. **CALL WHEN MADE**

The Board of Directors may, when making a call by resolution, determine the date on which such call shall be deemed to have been made, not being earlier than the date of resolution making such call, and thereupon the call shall be deemed to have been made on the date so determined and if no

such date is so determined a call shall be deemed to have been made at the date when the resolution authorizing such call was passed at the meeting of the Board and may be required to be paid in installments.

34. **LIABILITY OF JOINT HOLDERS FOR A CALL**

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

35. **CALLS TO CARRY INTEREST**

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

36. **DUES DEEMED TO BE CALLS**

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

37. **EFFECT OF NON-PAYMENT OF SUMS**

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

38. **PAYMENT IN ANTICIPATION OF CALL MAY CARRY INTEREST**

The Board –

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

The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the Company.

39. **PROVISIONS AS TO CALLS TO APPLY MUTATIS MUTANDIS TO DEBENTURES, ETC.**

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

FORFEITURE OF SHARES

40. **BOARD TO HAVE A RIGHT TO FORFEIT SHARES**

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

41. **NOTICE FOR FORFEITURE OF SHARES**

The notice aforesaid shall:

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

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

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

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

43. **FORFEITED SHARE TO BE THE PROPERTY OF THE COMPANY**

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

44. **ENTRY OF FORFEITURE IN REGISTER OF MEMBERS**

When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and any entry of the forfeiture with the date thereof, shall forthwith be made in the Register of Members but no forfeiture shall be invalidated by any omission or neglect in complying with provisions pertaining to giving such notice or make such entry as aforesaid.

45. **MEMBER TO BE LIABLE EVEN AFTER FORFEITURE**

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

46. **EFFECT OF FORFEITURE**

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

47. **CERTIFICATE OF FORFEITURE**

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

48. **TITLE OF PURCHASER AND TRANSFEREE OF FORFEITED SHARES**

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

49. **VALIDITY OF SALES**

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

50. **CANCELLATION OF SHARE CERTIFICATE IN RESPECT OF FORFEITED SHARES**

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.

51. **BOARD ENTITLED TO CANCEL FORFEITURE**

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

52. **SURRENDER OF SHARE CERTIFICATES**

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

53. **SUMS DEEMED TO BE CALLS**

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

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

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

TRANSFER AND TRANSMISSION OF SHARES

55. **REGISTER OF TRANSFERS**

The Company shall keep a "Register of Transfers" and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any shares. The Company shall also use a common form of transfer.

56. **ENDORSEMENT OF TRANSFER**

In respect of any transfer of shares registered in accordance with the provisions of these Articles, the Board may, at its discretion, direct an endorsement of the transfer and the name of the transferee and other particulars on the existing share certificate and authorize any Director or Officer of the Company to authenticate such endorsement on behalf of the Company or direct the issue of a fresh share certificate, in lieu of and in cancellation of the existing certificate in the name of the transferee.

57. **INSTRUMENT OF TRANSFER**

- (a) The instrument of transfer of any share shall be in writing and all the provisions of the Act, and of any statutory modification thereof for the time being shall be duly complied with in

respect of all transfer of shares and registration thereof. The Company shall use the form of transfer, as prescribed under the Act, in all cases. In case of transfer of shares, where the Company has not issued any certificates and where the shares are held in dematerialized form, the provisions of the Depositories Act, 1996 shall apply.

- (b) The Board may decline to recognize any instrument of transfer unless-
 - (i) the instrument of transfer is in the form prescribed under the Act;
 - (ii) the instrument of transfer is accompanied by the certificate of 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.
- (c) No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document.

58. EXECUTION OF TRANSFER INSTRUMENT

Every such instrument of transfer shall be executed, both by or on behalf of both the transferor and the transferee and the transferor shall be deemed to remain holder of the shares until the name of the transferee is entered in the Register of Members in respect thereof.

59. CLOSING REGISTER OF TRANSFERS AND OF MEMBERS

Subject to compliance with the Act and other applicable law, the Board shall be empowered, on giving not less than seven (7) days' notice or such period as may be prescribed, to close the transfer books, Register of Members, the register of debenture holders at such time or times, and for such period or periods, not exceeding thirty (30) days at a time and not exceeding an aggregate forty five (45) days in each year as it may seem expedient.

60. DIRECTORS MAY REFUSE TO REGISTER TRANSFER

Subject to the provisions of these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may (at its own absolute and uncontrolled discretion) decline or refuse by giving reasons, whether in pursuance of any power of the Company under these Articles or otherwise, to register or acknowledge any transfer of, or the transmission by operation of law of the right to, any securities or interest of a Member in the Company, after providing sufficient cause, within a period of thirty days from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company. Provided that the registration of transfer of any securities shall not be refused on the ground of the transferor being alone or jointly with any other person or persons, indebted to the Company on any account whatsoever except where the Company has a lien on shares. Transfer of shares/debentures in whatever lot shall not be refused.

61. **TRANSFER OF PARTLY PAID SHARES**

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

62. **TITLE TO SHARES OF DECEASED MEMBERS**

The executors or administrators or the holders of a succession certificate issued in respect of the shares of a deceased Member and not being one of several joint holders shall be the only person whom the Company shall recognize as having any title to the shares registered in the name of such Members and in case of the death of one or more of the joint holders of any registered share, the survivor or survivors shall be entitled to the title or interest in such shares but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person. Provided nevertheless that in case the Directors, in their absolute discretion think fit, it shall be lawful for the Directors to dispense with the production of a probate or letters of administration or a succession certificate or such other legal representation upon such terms (if any) (as to indemnify or otherwise) as the Directors may consider necessary or desirable.

63. **TRANSFERS NOT PERMITTED**

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

64. **TRANSMISSION OF SHARES**

Subject to the provisions of the Act and these Articles, any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any Members, or by any lawful means other than by a transfer in accordance with these Articles, may with the consent of the Board (which it shall not be under any obligation to give), upon producing such evidence as the Board thinks sufficient, that he sustains the character in respect of which he proposes to act under this Article, or of his title, elect to either be registered himself as holder of the shares or elect to have some person nominated by him and approved by the Board, registered as such holder or to make such transfer of the share as the deceased or insolvent member could have made. 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. Provided, nevertheless, if such person shall elect to have his nominee registered, he shall testify that election by executing in favour of his nominee an instrument of transfer in accordance with the provision herein contained and until he does so he shall not be freed from any liability in respect of the shares. Further, all limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

65. **RIGHTS ON TRANSMISSION**

A person becoming entitled to a share by transmission shall, reason of the death or insolvency of the holder shall, subject to the Directors' right to retain such dividends or money, 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 a 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 (90) days, the Board may thereafter withhold payment of all dividends, bonus or other moneys payable in respect of such share, until the requirements of notice have been complied with.

66. SHARE CERTIFICATES TO BE SURRENDERED

Before the registration of a transfer, the certificate or certificates of the share or shares to be transferred must be delivered to the Company along with (save as provided in the Act) properly stamped and executed instrument of transfer.

67. COMPANY NOT LIABLE TO NOTICE OF EQUITABLE RIGHTS

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

68. TRANSFER AND TRANSMISSION OF DEBENTURES

The provisions of these Articles, shall, *mutatis mutandis*, apply to the transfer of or the transmission by law of the right to any securities including, debentures of the Company.

ALTERATION OF CAPITAL

69. RIGHTS TO ISSUE SHARE WARRANTS

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

70. BOARD TO MAKE RULES

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

71. **SHARES MAY BE CONVERTED INTO STOCK**

Where shares are converted into stock:

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

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

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

72. **REDUCTION OF CAPITAL**

The Company may, by a Special Resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act—

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

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

73. **DEMATERIALIZATION OF SECURITIES**

- (a) The Company shall recognise interest in dematerialised securities under the Depositories Act, 1996.

Subject to the provisions of the Act, either the Company or the investor may exercise an option to issue (in case of the Company only), deal in, hold the securities (including shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialized, in which event, the rights and obligations of the parties concerned and

matters connected therewith or incidental thereof shall be governed by the provisions of the Depositories Act, 1996 as amended from time to time or any statutory modification(s) thereto or re-enactment thereof, the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018 and other Applicable Law.

(b) Dematerialisation/Re-materialisation of securities

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

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

Every person subscribing to or holding securities of the Company shall have the option to receive the security certificate or hold securities with a Depository. Where a person opts to hold a security with the Depository, the Company shall intimate such Depository of the details of allotment of the security and on receipt of such information, the Depository shall enter in its Record, the name of the allottees as the beneficial owner of that Security.

(d) Securities in electronic form

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

(e) Beneficial owner deemed as absolute owner

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

(f) Register and index of beneficial owners

The Company shall cause to be kept a register and index of members with details of securities held in materialised and dematerialised forms in any media as may be permitted by law including any form of electronic media in accordance with all applicable provisions of the Companies Act, 2013 and the Depositories Act, 1996 with details of shares held in physical and dematerialised forms in any medium as may be permitted by law including in any form of electronic medium. The register and index of beneficial owners maintained by a Depository under the Depositories Act, 1996 shall be deemed to be a register and index of members for the purposes of this Act. The Company shall have the power to keep in any state or country outside India, a branch Register of Members, of members resident in that state or country.

74. **BUY BACK OF SHARES**

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

GENERAL MEETINGS

75. **ANNUAL GENERAL MEETINGS**

- (a) The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meeting in that year and not more than fifteen months shall elapse between the dates of two annual general meetings.
- (b) An Annual General Meeting of the Company shall be held in accordance with the provisions of the Act.

76. **EXTRAORDINARY GENERAL MEETINGS**

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

77. **EXTRAORDINARY MEETINGS ON REQUISITION**

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

78. **NOTICE FOR GENERAL MEETINGS**

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

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

79. **SHORTER NOTICE ADMISSIBLE**

Upon compliance with the relevant provisions of the Act, an Annual General Meeting or any General Meeting may be convened by giving a shorter notice than twenty one (21) days if consent is given in writing or by electronic mode :

- (i) in the case of an Annual General Meeting, by not less than 95% of the members entitled to vote thereat; or

- (ii) in the case of any other general meeting, by members of the company holding, majority in number of members entitled to vote and who represent not less than 95% of such part of the paid-up share capital of the company as gives a right to vote at the meeting.

80. CIRCULATION OF MEMBERS' RESOLUTION

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

81. SPECIAL AND ORDINARY BUSINESS

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

82. QUORUM FOR GENERAL MEETING

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

83. TIME FOR QUORUM AND ADJOURNMENT

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

84. CHAIRMAN OF GENERAL MEETING

The chairman, if any, of the Board of Directors shall preside as chairman at every General Meeting of the Company.

85. ELECTION OF CHAIRMAN

Subject to the provisions of the Act, if there is no such chairman or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the Directors present shall elect another Director as chairman and if no Director

be present or if all the Directors decline to take the chair, then the Members present shall choose a Member to be the chairman.

86. ADJOURNMENT OF MEETING

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

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

87. VOTING AT MEETING

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

88. DECISION BY POLL

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

89. CASTING VOTE OF CHAIRMAN

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

90. PASSING RESOLUTIONS BY POSTAL BALLOT

(a) Notwithstanding any of the provisions of these Articles, the Company may, and in the case of resolutions relating to such business as notified under the Act, to be passed by postal ballot, shall get any resolution passed by means of a postal ballot, instead of transacting the business in the General Meeting of the Company.

- (b) Where the Company decides to pass any resolution by resorting to postal ballot, it shall follow the procedures as prescribed under the Act.
- (c) If a resolution is assented to by the requisite majority of the shareholders by means of postal ballot, it shall be deemed to have been duly passed at a General Meeting convened in that behalf.

VOTE OF MEMBERS

91. VOTING RIGHTS OF MEMBERS

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

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

92. VOTING BY JOINT-HOLDERS

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

93. VOTING BY MEMBER OF UNSOUND MIND

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

94. NO RIGHT TO VOTE UNLESS CALLS ARE PAID

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

95. PROXY

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.

96. INSTRUMENT OF PROXY

An instrument appointing a proxy shall be in the form as prescribed under the Act for this purpose. The instrument appointing a proxy shall be in writing under the hand of appointer or of his attorney duly authorized in writing or if appointed by a body corporate either under its common seal or

under the hand of its officer or attorney duly authorized in writing by it. Any person whether or not he is a Member of the Company may be appointed as a proxy.

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

97. **VALIDITY OF PROXY**

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

98. **CORPORATE MEMBERS**

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

DIRECTOR

The following are the first Directors of the Company:

- a) Mr G V Sanjay Reddy;
- b) Mr Som Bhupal

99. **Number of Directors**

- a) Unless otherwise determined by a General Meeting, the number of Directors shall not be less than three and not more than fifteen, and at least one (1) Director shall be resident of India for a total period of not less than one hundred and eighty-two days during in the previous year, including all types of Directors.
- b) The payment of compensation and sitting fees and reimbursement of travel, board and lodging expenses incurred by Directors in attending Board meetings, Shareholders meetings and other official business of the Company shall be governed by the policy of the Company in this regard as may be in force from time to time. The Chairman of the Board shall be entitled to have an office and the Company shall bear the expenditure therefor.

100. **SHARE QUALIFICATION NOT NECESSARY**

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

101. **ADDITIONAL DIRECTORS**

Subject to the provisions of the Act and to the provision of 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. Any such additional director shall hold office only up to the date of the upcoming Annual General Meeting.

102. **ALTERNATE DIRECTORS**

Subject to provisions of the Act and to the provision of these Articles:

- (a) The Board may, appoint a person, not being a person holding any alternate directorship for any other director in the Company, to act as an alternate director for a director during his absence for a period of not less than 3 (three) months from India (hereinafter in this Article called the “**Original Director**”)
- (b) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. If the term of office of the Original Director is determined before he returns to India the automatic re-appointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

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

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

104. **REMUNERATION OF DIRECTORS**

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

to go or reside out of the ordinary place of his residence on the Company's business he shall be entitled to be reimbursed any travelling or other expenses incurred in connection with the business of the Company.

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

105. REMUNERATION FOR EXTRA SERVICES

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

106. CONTINUING DIRECTOR MAY ACT

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

107. VACATION OF OFFICE OF DIRECTOR

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

ROTATION AND RETIREMENT OF DIRECTOR

108. ONE-THIRD OF DIRECTORS TO RETIRE EVERY YEAR

At the Annual General Meeting of the Company to be held in every year, one third of such of the Directors as are liable to retire by rotation for time being, or, if their number is not three or a multiple of three then the number nearest to one third shall retire from office, and they will be eligible for re-election.

109. RETIRING DIRECTORS ELIGIBLE FOR RE-ELECTION

A retiring Director shall be eligible for re-election and the Company, at the Annual General Meeting at which a Director retires in the manner aforesaid, may fill up the vacated office by electing a person thereto.

110. **WHICH DIRECTOR TO RETIRE**

The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lots.

111. **POWER TO REMOVE DIRECTOR BY ORDINARY RESOLUTION**

Subject to the provisions of the Act, the Company may by an Ordinary Resolution in General Meeting, remove any Director before the expiration of his period of office and may, by an Ordinary Resolution, appoint another person instead.

Provided that an independent director re-appointed for second term under the provisions of the Act shall be removed by the company only by passing a Special Resolution and after giving him a reasonable opportunity of being heard.

112. **DIRECTORS NOT LIABLE FOR RETIREMENT**

The Company in General Meeting may, when appointing a person as a Director declare that his continued presence on the Board of Directors is of advantage to the Company and that his office as Director shall not be liable to be determined by retirement by rotation for such period until the happening of any event of contingency set out in the said resolution.

113. **DIRECTOR FOR COMPANIES PROMOTED BY THE COMPANY**

Directors of the Company may be or become a director of any company promoted by the Company or in which it may be interested as vendor, shareholder or otherwise and no such Director shall be accountable for any benefits received as a director or member of such company subject to compliance with applicable provisions of the Act.

PROCEEDINGS OF BOARD OF DIRECTORS

114. **MEETINGS OF THE BOARD**

- (a) The Board of Directors shall meet at least four (4) times a year with a maximum gap of one hundred and twenty (120) days between two (2) meetings of the Board for the dispatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit in accordance with the Act. Place of meetings of the Board shall be at a location determined by the Board at its previous meeting, or if no such determination is made, then as determined by the chairman of the Board.
- (b) The chairman may, at any time, and the secretary or such other Officer of the Company as may be authorised in this behalf on the requisition of Director shall at any time summon a meeting of the Board. Notice of at least seven (7) days in writing of every meeting of the Board shall be given to every Director and every alternate Director at his usual address whether in India or abroad, provided always that a meeting may be convened by a shorter notice to transact urgent business subject to the condition that at least one independent director, if any, shall be present at the meeting and in case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one independent director, if any. .

- (c) The notice of each meeting of the Board shall include (i) the time for the proposed meeting; (ii) the venue for the proposed meeting; and (iii) an agenda setting out the business proposed to be transacted at the meeting.
- (d) To the extent permissible by applicable law, the Directors may participate in a meeting of the Board or any committee thereof, through electronic mode, that is, by way of video conferencing i.e., audio visual electronic communication facility. The notice of the meeting must inform the Directors regarding the availability of participation through video conferencing. Any Director participating in a meeting through the use of video conferencing shall be counted for the purpose of quorum.

115. **QUESTIONS AT BOARD MEETING HOW DECIDED**

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

116. **QUORUM**

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

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

117. **ADJOURNED MEETING**

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

118. **ELECTION OF CHAIRMAN OF BOARD**

- (a) The Board may elect a chairman of its meeting and determine the period for which he is to hold office.
- (b) If no such chairman is elected or at any meeting the chairman is not present within five minutes after the time appointed for holding the meeting the Directors present may choose one among themselves to be the chairman of the meeting.

119. **POWERS OF DIRECTORS**

- (a) The Board may exercise all such powers of the Company and do all such acts and things as are not, by the Act or any other applicable law, or by the Memorandum or by the Articles required to be exercised by the Company in a General Meeting, subject nevertheless to these Articles, to the provisions of the Act or any other applicable law and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in a General Meeting; but no regulation made by the Company in a General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
- (b) All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case maybe, by such person and in such manner as the Board shall from time to time by resolution determine.
- (c) The Directors may raise or secure the payment of or repayment of such sum or sums in such a manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debenture or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future).

120. **DELEGATION OF POWERS**

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

121. **ELECTION OF CHAIRMAN OF COMMITTEE**

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

122. **QUESTIONS HOW DETERMINED**

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

123. **VALIDITY OF ACTS DONE BY BOARD OR A COMMITTEE**

All acts done by any meeting of the Board, of a committee thereof, or by any person acting as a Director shall notwithstanding that it may be afterwards discovered that there was some defect in

the appointment of any one or more of such Directors or of any person acting as aforesaid or that they or any of them were disqualified be as valid as if even such Director or such person has been duly appointed and was qualified to be a Director.

124. **RESOLUTION BY CIRCULATION**

Save as otherwise expressly provided in the Act, a resolution in writing circulated in draft together with the necessary papers, if any, to all the Directors or to all the members of the committee then in India, not being less in number than the quorum fixed of the meeting of the Board or the committee, as the case may be and to all other Directors or Members at their usual address in India or through such electronic means as may be provided under the Companies (Meetings of Board and its Powers) Rules, 2014 and approved by such of the Directors as are then in India, or by a majority of such of them as are entitled to vote at the resolution shall be valid and effectual as if it had been a resolution duly passed at a meeting of the Board or committee duly convened and held.

125. **MAINTENANCE OF FOREIGN REGISTER**

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

126. **BORROWING POWERS**

- (a) Subject to the provisions of the Act and these Articles, the Board may from time to time at their discretion raise or borrow or secure the payment of any such sum of money for the purpose of the Company, in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by promissory notes or by receiving deposits and advances with or without security or by the issue of bonds, debentures, perpetual or otherwise, including debentures convertible into shares of this Company or any other company or perpetual annuities and to secure any such money so borrowed, raised or received, mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may be expedient and to purchase, redeem or pay off any such securities; provided however, that the moneys to be borrowed, together with the money already borrowed by the Company apart from temporary loans obtained from the Company's bankers in the ordinary course of business shall not, without the sanction of the Company by a Special Resolution at a General Meeting, exceed the aggregate of the Paid-up capital of the Company, its free reserves and securities premium. Provided that every Special Resolution passed by the Company in General Meeting in relation to the exercise of the power to borrow shall specify the total amount up to which moneys may be borrowed by the Board of Directors.
- (b) The Directors may by resolution at a meeting of the Board delegate the above power to borrow money otherwise than on debentures to a committee of Directors or managing Director or to any other person permitted by applicable law, if any, within the limits prescribed.
- (c) To the extent permitted under the applicable law and subject to compliance with the requirements thereof, the Directors shall be empowered to grant loans to such entities at

such terms as they may deem to be appropriate and the same shall be in the interests of the Company.

- (d) Any bonds, debentures, debenture-stock or other securities may if permissible under applicable law be issued at a discount, premium or otherwise by the Company and shall with the consent of the Board be issued upon such terms and conditions and in such manner and for such consideration as the Board shall consider to be for the benefit of the Company, and on the condition that they or any part of them may be convertible into Equity Shares of any denomination, and with any privileges and conditions as to the redemption, surrender, allotment of shares, attending (but not voting) in the General Meeting, appointment of Directors or otherwise. Provided that debentures with rights to allotment of or conversion into Equity Shares shall not be issued except with the sanction of the Company in General Meeting accorded by a Special Resolution.

127. **NOMINEE DIRECTORS**

- (a) ¹Without prejudice to the provisions of the Act and the Article, so long as any moneys remain owing by the Company to Financial Institutions regulated by the Reserve Bank of India, State Financial Corporation or any financial institution owned or controlled by the Central Government or State Government or any Non-Banking Financial Company regulated by the Reserve Bank of India, any holder of debt security(ies), listed or otherwise (including debentures) represented by Trustees (including Debenture Trustees), or any such company from whom the Company has borrowed for the purpose of carrying on its objects or each of the above has granted any loans / or subscribes to the debentures of the Company or so long as any of the aforementioned companies, holders of debt security(ies) or financial institutions holds or continues to hold debt security(ies) / debentures / shares in the Company as a result of underwriting or by direct subscription or private placement or so long as any liability of the Company arising out of any guarantee furnished on behalf of the Company remains outstanding, and if the loan or other agreement with such institution/ corporation/ trustee for debt securities / debenture trustee / company (hereinafter referred to as the “**Corporation**”) so provides, the Corporation may, in pursuance of the provisions of any law for the time being in force or of any agreement, have a right to appoint from time to time any person or persons as a Director or Directors whole-time or non-whole-time (which Director or Director/s is/are hereinafter referred to as “**Nominee Director(s)**”) on the Board of the Company and to remove from such office any person or person so appointed and to appoint any person or persons in his /their place(s). Such Nominee Director(s) shall be appointed by the Board within the period as may have been specified by the provisions of any law or the agreement in relation thereto. Such Nominee Director shall not be liable to retire by rotation nor required to hold any qualification shares. The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board meetings and of the meetings of the committee of which Nominee Director/s is/are member/s as also the minutes of such Meetings. The Corporation shall also be entitled to receive all such notices and minutes.
- (b) The Company may pay the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled, but if any other fees commission, monies or remuneration in any form is payable to the Directors of the Company the fees, commission,

¹ Substituted at the 22nd Annual General Meeting of the shareholders of the Company held on 06th July 2023.

monies and remuneration in relation to such Nominee Director/s may accrue to the nominee appointer and same shall accordingly be paid by the Company directly to the Corporation.

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

128. **REGISTER OF CHARGES**

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

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

- (a) The Board may from time to time and with such sanction of the Central Government as may be required by the Act, appoint one or more of the Directors to the office of the managing director and/ or whole time directors for such term and subject to such remuneration, terms and conditions as they may think fit.
- (b) The Directors may from time to time resolve that there shall be either one or more managing directors and/ or whole-time directors.
- (c) In the event of any vacancy arising in the office of a managing director and/or whole-time director, the vacancy shall be filled by the Board of Directors subject to the approval of the Members.
- (d) If a managing director and/or whole-time director ceases to hold office as Director, he shall ipso facto and immediately cease to be managing director/whole time director.

130. **POWERS AND DUTIES OF MANAGING DIRECTOR OR WHOLE-TIME DIRECTOR**

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

131. **REIMBURSEMENT OF EXPENSES**

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

132. **CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY AND CHIEF FINANCIAL OFFICER**

Subject to the provisions of the Act —

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

DIVIDEND

133. **COMPANY IN GENERAL MEETING MAY DECLARE DIVIDENDS**

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

134. **INTERIM DIVIDENDS**

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

135. **RIGHT TO DIVIDEND AND UNPAID OR UNCLAIMED DIVIDEND**

- (a) Where capital is paid in advance of calls on shares, such capital, whilst carrying interest, shall not confer a right to dividend or to participate in the profits.
- (b) Where the Company has declared a dividend but which has not been paid or claimed within thirty (30) days from the date of declaration, the Company shall within seven (7) days from the date of expiry of the said period of thirty (30) days, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of thirty (30) days, to a special account to be opened by the Company in that behalf in any scheduled bank to be called “Unpaid Dividend Account of Aragen Life Sciences Limited”.
- (c) Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven (7) years from the date of such transfer, shall be

transferred by the Company to the fund known as Investor Education and Protection Fund established under the Act.

- (d) No unclaimed or unpaid dividend shall be forfeited by the Board before the claim becomes barred by law.
- (e) All other provisions under the Act will be complied with in relation to the unpaid or unclaimed dividend.

136. **DIVISION OF PROFITS**

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

137. **DIVIDENDS TO BE APPORTIONED**

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

138. **RESERVE FUNDS**

- (a) The Board may, before recommending any dividends, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends and pending such application, may, at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time think fit and authorised under the applicable laws.
- (b) The Board may also carry forward any profits when it may consider necessary not to divide, without setting them aside as a reserve.

139. **DEDUCTION OF ARREARS**

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

140. **RETENTION OF DIVIDENDS**

The Board may retain dividends payable upon shares in respect of which any person is, under Articles 136 to 142 hereinbefore contained, entitled to become a Member, until such person shall become a Member in respect of such shares.

141. **RECEIPT OF JOINT HOLDER**

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

142. **DIVIDEND HOW REMITTED**

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

143. **DIVIDENDS NOT TO BEAR INTEREST**

No dividends shall bear interest against the Company.

144. **TRANSFER OF SHARES AND DIVIDENDS**

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

CAPITALISATION OF PROFITS

145. **CAPITALISATION OF PROFITS**

(a) The Company in General Meeting, may, on recommendation of the Board resolve:

- (i) that it is desirable to capitalise any part of the amount for the time being standing to the credit of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution; and
- (ii) that such sum be accordingly set free for distribution in the manner specified in the sub-clause (b) amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportion.

(b) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in sub-clause (c) below, either in or towards:

- (i) paying up any amounts for the time being unpaid on shares held by such Members respectively;
- (ii) paying up in full, unissued share of the Company to be allotted and distributed, credited as fully paid up, to and amongst such Members in the proportions aforesaid; or

- (iii) partly in the way specified in sub-clause (i) and partly that specified in sub -clause (ii).
- (iv) A securities premium account and a capital redemption reserve account or any other permissible reserve account may be applied as permitted under the Act in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares.
- (v) The Board shall give effect to the resolution passed by the Company in pursuance of these Articles.

146. POWER OF DIRECTORS FOR DECLARATION OF BONUS ISSUE

- (a) Whenever such a resolution as aforesaid shall have been passed, the Board shall:
 - (i) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and
 - (ii) generally do all acts and things required to give effect thereto.
- (b) The Board shall have full power:
 - (i) to make such provisions, by the issue of fractional certificates or by payments in cash or otherwise as it thinks fit, in the case of shares or debentures becoming distributable in fractions; and
 - (ii) to authorize 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 or other securities to which they may be entitled upon such capitalization or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amount or any parts of the amounts remaining unpaid on their existing shares.
- (c) Any agreement made under such authority shall be effective and binding on such Members.

ACCOUNTS

147. WHERE BOOKS OF ACCOUNTS TO BE KEPT

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

148. INSPECTION BY DIRECTORS

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

149. INSPECTION BY MEMBERS

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

SERVICE OF DOCUMENTS AND NOTICE

150. MEMBERS TO NOTIFY ADDRESS IN INDIA

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

151. SERVICE ON MEMBERS HAVING NO REGISTERED ADDRESS

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

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

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

153. PERSONS ENTITLED TO NOTICE OF GENERAL MEETINGS

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

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

154. NOTICE BY ADVERTISEMENT

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

155. MEMBERS BOUND BY DOCUMENT GIVEN TO PREVIOUS HOLDERS

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

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

WINDING UP

156. Subject to the applicable provisions of the Act—

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

157. **APPLICATION OF ASSETS**

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

INDEMNITY

158. **DIRECTOR'S AND OTHERS' RIGHT TO INDEMNITY**

Subject to the provisions of the Act, every Director and Officer of the Company shall be indemnified by 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 in which relief is granted to him by the court or the tribunal. Provided, however, that such indemnification shall not apply in respect of any cost or loss or expenses to the extent it is finally judicially determined to have resulted from the negligence, willful misconduct or bad faith acts or omissions of such Director.

159. **INSURANCE**

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

SECRECY CLAUSE

160. **SECRECY**

No Member shall be entitled to inspect the Company's works without the permission of the managing director/Directors or to require discovery of any information respectively and detail of the Company's trading or any matter which is or may be in the nature of a trade secret, history of trade or secret process which may be related to the conduct of the business of the Company and which in the opinion of the managing director/Directors will be inexpedient in the interest of the Members of the Company to communicate to the public.

GENERAL POWER

161. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

162. At any point of time from the date of adoption of these Articles, if the Articles are or become contrary to the provisions of the Act, Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, or any other applicable laws ("**Applicable Laws**"), the provisions of such Applicable Laws shall prevail over the Articles to such extent and the Company shall discharge all of its obligations as prescribed under the Applicable Laws, from time to time.

[Other parts follow in subsequent pages]

PART II

AMBIGUITY BETWEEN THESE ARTICLES AND THE SHAREHOLDERS AGREEMENT

1. Notwithstanding anything to the contrary contained in the preceding Articles 1 to 165, the provisions of Articles 1 to 20 contained in Part II of these Articles shall apply in accordance with their terms and in the event of any inconsistency or contradictions between the provisions of Part I of these Articles and the provisions of Part II of these Articles, the provisions of Part II of these Articles shall override and prevail over the provisions of Part I of these Articles.
2. Notwithstanding anything contained in Part III of the Articles and/or any other Inter-Promoter Arrangement (*as defined below*), in the event of any inconsistency or conflict between Part II of the Articles and Part III of the Articles and/or such other Inter-Promoter Arrangement, Part II of the Articles shall prevail, and to such extent, any rights of the Promoters under Part III of the Articles and/ or such other Inter-Promoter Arrangement shall be subject to the terms of this Part II of the Articles.
3. Every Shareholder of the Company, present and future, shall be deemed to join the Company with full knowledge of the terms and conditions set forth in these Articles and shall be bound thereby.
4. **ADDITIONAL DEFINITIONS & INTERPRETATION**

Additional Definitions:

“**Accounting Principles**” means the generally accepted accounting principles which companies in India are required to comply with as per (a) the mandatory accounting standards notified under the Companies (Accounting Standards) Rules, 2006, or the Companies (Indian Accounting Standards) Rules, 2015, as amended from time to time and to the extent in force, and (b) the relevant provisions of the Act;

“**Act**” means the (Indian) Companies Act, 2013, together with all rules, regulations, circulars, notifications, clarifications and orders issued by any Governmental Authority in respect of the foregoing, each of the above, as amended, modified, supplemented or re-enacted from time to time;

“**Additional Pre-emptive Notice**” has the meaning ascribed to such term in Article 6(a)(iv).

“**Additional Pre-emptive Shares**” has the meaning ascribed to such term in Article 6(a)(iv).

“**Adjourned Board Meeting**” has the meaning ascribed to such term in Article 12(k)(ii).

“**Adjourned General Meeting**” has the meaning ascribed to such term in Article 13(b)(ii).

“**Affiliate**” means:

- (a) with respect to any Person that is not a natural person, any entity Controlled, directly or indirectly, by that Person, or any entity that Controls, directly or indirectly, that Person, or any entity under common Control with that Person; and
- (b) with respect to any Person that is a natural person (i) any Person Controlled directly or indirectly, by that Person or his/ her Relatives; (ii) any trust, of which such Person or his/her

Relative or any Person Controlled directly or indirectly, by that Person or his/ her Relatives, is a direct or indirect beneficiary; and (iii) his/ her Relatives;

“**Agreement**” means the shareholders’ agreement dated April 9, 2021 entered into amongst the Company, the Promoters and the Investors.

“**Agreement Date**” means April 9, 2021.

“**American Depository Receipts**” has the meaning ascribed to such term in the Foreign Exchange Management (Transfer or Issue of Any Foreign Security) Regulations, 2004, as amended from time to time.

“**Articles**” mean the articles of association of the Company, as amended from time to time.

“**Board**” means the board of directors of the Company, as constituted from time to time.

“**Budget**” means the annual detailed operating budget for the Business of the Company, on a consolidated basis, which includes, without limitation, a projected profit and loss account, a projected balance sheet and a projected cash flow statement, as adopted by the Board at the beginning of every Financial Year;

“**Business**” means the Company’s business of (i) contract research and development services; (ii) providing services to the life sciences industry (such as pharmaceutical and biotechnology companies); and (iii) providing custom manufacturing solutions of new chemical entities and manufacturing of active pharmaceutical ingredients and intermediaries, as carried on by the Company on the Effective Date.

“**Business Day**” means any day (other than a Saturday, a Sunday, and any public holiday) on which banks in Hyderabad, India, Delhi, India, and Singapore, Singapore are open for the conduct of normal banking business.

“**Cash Assets**” has the meaning ascribed to such term in Article 6(b)(i).

“**Closing**” means the completion of all actions required to be completed on the Closing Date as provided for in Clause 6.2.3 of the SPA.

“**Closing Date**” has the meaning ascribed to such term in the SPA.

“**Competing Business**” means the business of (i) contract research and development services and/ or (ii) providing custom manufacturing solutions of new chemical entities, carried on by any Person.

“**Competitor**” means:

- (a) Syngene International Limited, Chem Biotech Healthcare Private Limited, Jubilant Pharmova Limited, Jubilant Biosys Limited, Jubilant Chemsys Limited, Sai Life Sciences Limited, Suven Sciences Limited, Piramal Pharma Limited, Piramal Pharmaceutical Development Services Private Limited, Piramal Pharmaceuticals Private Limited, Piramal Pharmachem Private Limited, Aurigene Discovery Technologies Limited, Aurigene Pharmaceutical Services Limited, Eurofins Advinus Limited, Advinus Bio-Pharmaceuticals Private Limited, Advinus Laboratories Private Limited, Albany Molecular Research

Hyderabad Research Centre Private Limited, Pharmaron Inc. (USA), Pharmaron Beijing Co., Ltd. (China), Wuxi Aptech Co., Ltd. (China), Shanghai ChemPartners Co., Ltd (China), Bioduro (California), Anthem Bioscience Private Limited; and/or

- (b) any Person, who on the Agreement Date or any time thereafter is engaged in a business which directly competes with the Competing Business and whose annual turnover from such Competing Business is more than 30% (thirty percent) of the annual turnover of the Company attributable to such business; and/or
- (c) any Affiliate(s) of the Persons listed in (a) and (b) above.

Provided that no Person shall be a Competitor if they are a Financial Investor.

“Change in Control of the Investor” means:

- (a) in relation to GSASPL or any of its Affiliates, The Goldman Sachs Group Inc. ceasing to be in Control of such entity;
- (b) in relation to WSCP8, a change of Control of WSCP8 such that GSL or its Affiliates cease to be an investment manager of WSCP8;
- (c) in relation to WSCP8E, a change of Control of WSCP8E such that GSL or its Affiliates cease to be an investment manager of WSCP8E; and
- (d) in relation to WSCP8P, a change of Control of WSCP8P such that GSL or its Affiliates cease to be an investment manager of WSCP8P;

“Controlling”, “Controlled by” or “Control” with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by agreement or otherwise, or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such Person;

“Debt Facility” has the meaning ascribed to in Article 7(i)(ii).

“Declining Pre-emptive Right Holder” has the meaning ascribed to such term in Article 6(a)(iv).

“Deed of Adherence” means the deed of adherence, the form of which is set forth under **Schedule III** to the Agreement.

“Default Right” has the meaning ascribed to such term in Article 19(d).

“Directors” means the directors on the Board, from time to time, and the term **“Director”** means any one-off them.

“DSB” means Mr. Davinder Singh Brar, which shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, legal representatives and permitted assigns.

“EBITDA” means the earnings, before interest, taxes, depreciation and amortization of the Company at the end of the relevant Financial Year, but shall exclude any change in earnings, before

interest, taxes, depreciation and amortization of the Company as a result of any mergers, acquisitions, amalgamations or similar corporate restructurings after Financial Year 2021;

“**Effective Date**” shall have the meaning ascribed to it under the Agreement.

“**Employees Welfare Trust**” means **GVK Bio Employees Welfare Trust**, a trust created under the Indian Trusts Act, 1882, acting through its present trustee, Mr Suresh Anubolu, an individual residing at 327, Indu Fortune Fields Meadows, Phase 13, KPHB colony, Hyderabad – 500 072, or through any other Person appointed as the trustee in accordance with the terms of the trust deed for GVK Bio Employees Welfare Trust;

“**Encumbrance(s)**” means any present or future mortgage, charge, pledge, hypothecation, lien, assignment by way of security, security interest, or a contract to give any of the foregoing and shall include any security agreement or arrangement of any description whatsoever which has an economic or financial effect similar to the granting of a security;

“**Encumbered Shares**” has the meaning ascribed to in Article 7(i)(ii).

“**Encumbered Shares Transferee**” has the meaning ascribed to in Article 7(i)(vi).

“**ESOP**” shall mean the employees stock option plan(s) as adopted by the Company.

“**ESOP Shareholders**” means such person(s) who have become Shareholder(s) on account of subscription of Equity Shares pursuant to ESOP, including the Employees Welfare Trust or any other employee trust which holds Equity Securities pursuant to any ESOP.

“**Equity Securities**” mean Equity Shares and any other instrument (including preference shares, debentures, warranties, or options) or right convertible into or exercisable or exchangeable for Equity Shares of the Company.

“**Equity Shares**” mean the fully paid-up equity shares of the Company having a face value of INR 10 (Indian Rupees Ten) each.

“**Exit**” shall have the meaning ascribed to it under Article 14(a).

“**Exit Period**” has the meaning ascribed to such term in Article 14(a).

“**Financial Institution**” means a bank or other appropriately regulated financial institution.

“**Financial Investor**” means any of the following:

- (i) foreign institutional investors or foreign portfolio investors and their sub-accounts registered with the Securities and Exchange Board of India.
- (ii) funds (including mutual funds, pension funds, venture capital funds, hedge funds, private equity funds, buy-out funds, proprietary funds of banking companies primarily in the business of making investments).
- (iii) Affiliates or investment companies controlled directly or indirectly, by the persons referred to in (i) and (ii) above.

provided however that the following Persons shall not be classified as a Financial Investor:

- a) a Financial Investor in which a Competitor directly or indirectly holds 25% (twenty-five percent) or more interest (whether by shares or partnership interest or otherwise) or in any entity managing or Controlling such Financial Investor; and/or
- b) a Financial Investor which itself carries on the business of a Competitor.

“Financial Year” means the financial year of the Company and its Subsidiaries commencing on April 01 every year and ending on March 31 of the following year, or such other financial year of the Company or Subsidiary (as the case may be) as the Company or Subsidiary (as the case may be) may from time to time legally designate as its respective financial year;

“Fully Diluted Basis” means that the calculation is to be done as if: (a) all Equity Securities outstanding on the date of such calculation have been exercised or exchanged for or converted into Equity Shares; and (b) all Equity Securities required to be issued pursuant to contractual or other obligations have been issued and as relevant, have been exercised, or exchanged for or converted into Equity Shares;

“Further Business Plan” means the business plan of the Company for any Financial Year after the Financial Year ending March 31, 2024 as approved by the Board.

“Global Depository Receipts” has the meaning ascribed to such term in the Foreign Exchange Management (Transfer or Issue of Any Foreign Security) Regulations, 2004, as amended from time to time.

“Goldman Sachs” shall mean Goldman, Sachs & Co. LLC.

“Governmental Authority” includes any nation or government, any state or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality of any nation or any political subdivision thereof; any court, tribunal or arbitrator; and any self-regulatory organization; and includes the SEBI, the RBI, Competition Commission of India, and recognized stock exchanges or quotation systems;

“GSASPL” means Goldman Sachs Asia Strategic Pte. Ltd., incorporated under the laws of Singapore and having its registered office at 1 Raffles Link, #07-01 One Raffles Link, Singapore 039393, and shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

“GSL” means Goldman Sachs & Co. LLC.

“GVK Davix” means GVK Davix Technologies Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Plot No. 28A, IDA, Nacharam, Hyderabad 500 076, and shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

“Initial Business Plan” initial business plan of the Company for the Financial Years 2022 to 2024 attached as Schedule IV to the Agreement,

“**INR**” or “**Rupees**” or “**Rs.**” means Indian rupees, the lawful currency of India for the time being.

“**Inter-se Promoter SHA**” means the inter-se promoter shareholders agreement dated July 27, 2020 entered amongst the Promoters (as amended from time to time).

“**Inter-Promoter Arrangement**” includes Inter-se Promoter SHA and any other written agreements, arrangements or undertakings amongst any of the Promoters that relate to the Company, and that have an impact on the ability of any of the Promoters to exercise their rights vis-à-vis the Company or the Shareholders as contemplated under the Agreement, save and except the Agreement;

“**Investee Company**” has the meaning given to it in Article 17(b).

“**Investors**” mean collectively GSASPL, WSCP8, WSCP8E and WSCP8P.

“**Investors Group**” has the meaning ascribed to such term in Article 4(e).

“**Investors Nominee**” has the meaning ascribed to such term in Article 4(e).

“**Investors Nominee Directors**” has the meaning ascribed to such term in Article 12(a).

“**Investors Lock In Period**” has the meaning ascribed to such term in Article 7(a).

“**Investor’s Notice**” has the meaning ascribed to such term in Article 14(c)(i)(B).

“**Investors Observer**” has the meaning ascribed to such term in Article 12(m).

“**Investors Offer Price**” has the meaning ascribed to such term in Article 7(d)(ii).

“**Investors Price Per Share**” means the price per Equity Share paid by the Investor for the Sale Shares on Closing.

“**Investors ROFR**” has the meaning ascribed to such term in Article 7(c).

“**Investors ROFR Acceptance Notice**” has the meaning ascribed to such term in Article 7(c)(ii).

“**Investor Shares**” means the Equity Shares and or other Equity Securities that may be held by the Investors in the Company from time to time.

“**Investors Tag Shares**” has the meaning ascribed to such term in Article 7(e).

“**IPO**” means the initial public offering of the Company, whereby the Company’s Equity Shares, are listed, and admitted for trading on any Stock Exchange.

“**Issuance Notice**” has the meaning ascribed to such term in Article 6(a)(ii).

“**Issuance Price**” has the meaning ascribed to such term in Article 6(a)(ii).

“**Issuance Shares**” has the meaning ascribed to such term in Article 6(a)(ii).

“**Key Management Team**” has the meaning ascribed to such term in Article 17(a).

“**Law**” includes all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, byelaws, regulations, notifications, guidelines, policies, directions, directives, and orders of any Governmental Authority.

“**Liquidation Event**” means the liquidation, winding up or dissolution of the Company, either through a members’ or creditors’ voluntary winding-up process or a court or tribunal directed winding-up process.

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

“**Merchant Banker**” any Person registered as a merchant banker(s) with the SEBI, appointed in accordance with the provisions of these Articles.

“**Offer for Sale**” means an offer for sale in the IPO.

“**Offer Notice**” has the meaning ascribed to such term in Article 7(e)(vi).

“**Option Period**” has the meaning ascribed to such term in Article 7(c)(ii).

“**Parties**” mean collectively the Company, the Promoters, and the Investors.

“**Person**” means any natural person, limited or unlimited liability company, corporation, partnership firm (whether limited or unlimited), proprietorship firm, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as an entity under Applicable Law;

“**Pre-emptive Extended Period**” has the meaning ascribed to such term in Article 6(a)(iv).

“**Pre-emption Offer Period**” has the meaning ascribed to such term in Article 6(a)(iii).

“**Pre-emptive Right**” has the meaning ascribed to such term in Article 6(a)(i).

“**Pre-emptive Right Holder**” has the meaning ascribed to such term in Article 6(a)(i).

“**Pre-emptive Subscription Response Notice**” has the meaning ascribed to such term in Article 6(a)(iii).

“**Pro Rata Share**” means the proportion of the number of Equity Securities held by the relevant Shareholder to the aggregate number of Equity Securities held by all Shareholders of the Company (on a Fully Diluted Basis) who are Parties to the Agreement.

“**Promoters**” mean collectively GVK Davix, DSB and Reddy Invest.

“**Promoters Lock In Period**” has the meaning ascribed to such term in Article 7(a).

“**Promoter Nominee Directors**” has the meaning ascribed to such term in Article 12(a).

“**Promoters Offer Price**” has the meaning ascribed to such term in Article 14(c)(i)(A).

“**Promoter ROFO Offer Notice**” has the meaning ascribed to such term in Article 14(c)(i)(A).

“**Promoter Third Party Transferee**” has the meaning ascribed to such term in Article 7(c)(i).

“**Promoter Transfer Notice**” has the meaning ascribed to such term in Article 7(c)(i).

“**Purchaser**” has the meaning ascribed to such term in Article 14(c).

“**Purchase Consideration**” means the aggregate consideration paid by the Investors to the relevant Sellers pursuant to the SPA.

“**RBI**” means the Reserve Bank of India.

“**Reddy Invest**” means Reddy Investment Trust, a trust created under the Indian Trusts Act, 1882, acting through its trustee Mrs. Gunapati Aparna Reddy, an individual residing at 6-3-250/4, Road No. 1, Banjara Hills, Hyderabad, Telangana – 500 034, India, which shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

“**Relative**” has the meaning ascribed to such term in the Act.

“**Related Party(ies)**” has the meaning ascribed to such term in the Act.

“**Relevant Shareholder Pre-emptive Shares**” has the meaning ascribed to such term in Article 173(a)(ii).

“**ROFO Offered Shares**” has the meaning ascribed to such term in Article 7(d)(i).

“**ROFO Offer Notice**” has the meaning ascribed to such term in Article 7(d)(ii).

“**ROFO Sale Notice**” has the meaning ascribed to such term in Article 7(d)(i).

“**ROFO Sale Shares**” has the meaning ascribed to such term in Article 7(e)(vi).

“**ROFO Selling Party(ies)**” has the meaning ascribed to such term in Article 7(d)(i).

“**ROFO Selling Party Notice**” has the meaning ascribed to such term in Article 7(d)(iii).

“**ROFO Tag Buyer**” has the meaning ascribed to such term in Article 7(e).

“**ROFR Shares**” has the meaning ascribed to such term in Article 7(c)(i).

“**Sale Notice**” has the meaning ascribed to such term in Article 14(c).

“**Sale Price**” has the meaning ascribed to such term in Article 7(e)(vi).

“**Scheme of Arrangement**” means the composite scheme of arrangement amongst Excelra Knowledge Solutions Private Limited, GVK Davix, GVK Davix Research Private Limited, the Company and their respective shareholders filed before the National Company Law Tribunal at

Hyderabad on March 17, 2021, under Sections 230 to 232 and other relevant provisions of the Act, and which is currently pending before the National Company Law Tribunal at Hyderabad as on the Agreement Date;

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

“**Second Adjourned Board Meeting**” has the meaning ascribed to such term in Article 12(k)(iv).

“**Second Adjourned General Meeting**” has the meaning ascribed to such term in Article 13(b)(iii).

“**Sellers**” mean Reddy Invest, DSB and Destiny Investments Limited.

“**Selling Promoter(s)**” has the meaning ascribed to such term in Article 7(c)(i).

“**Shareholders**” means the duly registered holders from time to time of the Equity Shares, or preference shares of the Company.

“**Stock Exchanges**” means a recognized stock exchange in India, that is acceptable to the Investor.

“**Subsidiary**” has the meaning ascribed to such term in the Act.

“**Tag Along Right**” has the meaning ascribed to such term in Article 7(e).

“**Tag Entitlement**” has the meaning ascribed to such term in Article 7(e).

“**Tax**” or “**Taxation**” means without limitation all taxes, direct or indirect taxes, duties, charges, fees, levies, cesses or other assessments, including, without limitation, income tax (including required withholdings), capital gains tax, minimum alternate tax, fringe benefit tax, dividend distribution tax, excise duty, service tax, goods and services tax, octroi tax, cess, sales tax, value added taxes imposed by any Governmental Authority. The term “**Taxes**” shall include any interest, surcharges, penalties, or additional taxes payable in connection therewith.

“**Threshold Limit**” has the meaning ascribed to such term in Article 7(e)(i).

“**Threshold Transfer**” has the meaning ascribed to such term in Article 7(c).

“**Third Party**” means any Person who is not a Party or a Shareholder or an Affiliate of any Party or Shareholder.

“**Third Party Price**” has the meaning ascribed to such term in Article 14(c)(i)(B).

“**Transfer**” (including the terms “**Transferred by**” and “**Transferability**”) means to transfer, sell, assign, pledge, hypothecate, create a security interest in or lien on, place in trust (voting or otherwise), exchange, gift or transfer by operation of law or in any other way subject to any Encumbrance or dispose of, whether or not voluntarily.

“**Trust Deed**” means the Indenture of Trust for Reddy Invest dated March 19, 2020.

“**US Investor**” means (A) the Investor, (B) any investor that is a United States person, and (C) any investor that is an entity treated as a foreign entity for US federal income tax purposes, one or more of the owners of which are United States persons;

“**United States person**” includes any citizen or resident (including Green Card holder) of the United States, any citizen or resident of another country that has been present in the United States for more than 183 days during the last three years (taking each day into account during the current year, 1/3 of the days in the preceding year, and 1/6 of the days during the second preceding year), any partnership or corporation created or organized in the United States or under the law of the United States or of any US State, any trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust, or (ii) one or more United States persons have authority to control all substantial decisions of the trust, and an estate other than an estate the income of which is from sources outside the US which is not subject to US federal income tax;

“**U.S. Special Resolution Regime**” means each of the Federal Deposit Insurance Act (12 U.S.C. §§ 1811–1835a) and regulations promulgated thereunder and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (12 U.S.C. §§ 5381–5394) and the regulations promulgated thereunder;

“**WSCP8**” means WSCPVIII (SINGAPORE) PTE. LTD., incorporated under the laws of Singapore and having its registered office at 1 Raffles Link #07-01 One Raffles Link, Singapore 039393, and shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

“**WSCP8E**” means WSCPVIII EMP (SINGAPORE) PTE. LTD., incorporated under the laws of Singapore and having its registered office at 1 Raffles Link #07-01 One Raffles Link, Singapore 039393, and shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns; and

“**WSCP8P**” means WSCPVIII PARALLEL (SINGAPORE) PTE. LTD., incorporated under the laws of Singapore and having its registered office at 1 Raffles Link #07-01 One Raffles Link, Singapore 039393, and shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

Interpretation:

- (a) Words / phrases not defined in these Articles shall have the same meaning as assigned to them under the SPA / Agreement.
- (b) Any reference to any agreement or document shall be construed as a reference to such agreement or document as the same may have been amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document and if applicable, of the Agreement with respect to amendments.
- (c) Any computation or calculation of price of shares shall be made after making necessary adjustments for all stock dividends, stock splits, consolidations, or similar events.
- (d) The rights of the Shareholders of the Company shall be governed by the Articles and the Inter-Promoter SHA (to the extent applicable); provided that notwithstanding anything contained in the Inter-Promoter Arrangement in the event of any inconsistency or conflict between the Agreement and the Inter-Promoter Arrangement and/or the Articles, the Agreement shall prevail, and to such

extent, any rights of the Promoters under such Inter-Promoter Arrangement or Articles shall be subject to the terms of the Agreement.

- (e) In computing the shareholding for determination or exercise of the rights and privileges available to the Investors under these Articles, the Equity Securities held by the Investors or any of their Affiliates (“**Investors Group**”) shall be considered as being held cumulatively by the Investors on an aggregate basis, and all rights of each member of the Investor Group shall be jointly and solely exercised, by WSCP8 or such other Person from another of the Investors as may be nominated by the Investors (“**Investors Nominee**”), as the case may be. No single member of the Investor Group shall be independently entitled to exercise any of the rights provided under these Articles by virtue of holding any Equity Securities. However, it is clarified that *inter se* the Investor Group, each of GSASPL, WSCP8, WSCP8E and WSCP8P shall exercise their rights under these Articles, *pro rata* to their shareholding in the Company. In connection therewith and subject to applicable Law, it is clarified that (i) to the extent any notices are required to be issued in terms of these Articles, then for such purposes, notices shall be issued to only the Investor Nominee; and (ii) to the extent the prior written consent or any waiver of the Investors is required to be obtained from the Investors, then for such purposes, the prior written consent or any waiver of only Investor Nominee shall be required. In the event the Investor Nominee is prohibited under applicable Law from acting under (i) and/or (ii) above, then the Parties shall mutually agree in good faith to replace the relevant portion of this Article 4(d) with an alternative mechanism, which is not prohibited or unenforceable under applicable Law and has, as far as possible, to the extent practicable, the same commercial effect as that contained in this Article 4(d).

5. **DIVIDENDS**

- (a) Subject to Article 13(a)(viii), the Board may declare dividends, including any interim dividend, in accordance with applicable Law.
- (b) The Investors shall be entitled, subject to applicable Law, to receive dividend that is declared on or after the Effective Date, on the Equity Shares held by the Investors *pro-rata* to their respective holding in the Company, *pari passu* with the other Shareholders who hold Equity Shares.

6. **FURTHER ISSUANCE OF SHARES; PRE-EMPTIVE RIGHTS; FURTHER FUNDING**

(a) Pre-emptive Rights:

- (i) The Company shall provide to each Investor and each of the Promoters (“**Pre-emptive Right Holder**”), a pre-emptive right of subscription (“**Pre-emptive Right**”) in the event that the Company proposes to undertake any future equity financing, by making any preferential allotment and/ or fresh issue of Equity Securities in accordance with these Articles. However, neither any Investor nor any of the Promoters shall have any Pre-emptive Right in case of (i) an IPO of the Company, or (ii) any issuance of Equity Securities pursuant to an ESOP subject to Article 13(a)(xiii), or (iii) any issuance of Equity Securities pursuant to the Scheme of Arrangement undertaken by the Company under Article 13(c).
- (ii) The Pre-emptive Right shall be offered by the Company by issuing a written notice to the Pre-emptive Right Holders (“**Issuance Notice**”) setting forth in detail the terms of the proposed issuance, including the proposed issuance price (“**Issuance Price**”), the date of closing of the proposed issuance (which shall not be less than 30 (thirty) days from the date of receipt of the Issuance Notice), names of proposed Third Party subscribers (if any), and the total number of Equity Securities proposed to be issued (“**Issuance Shares**”) and the Pro

Rata Share of each of the Promoters and the Investors (collectively) on the Issuance Shares (“**Relevant Shareholder Pre-emptive Shares**”).

- (iii) If a Pre-emptive Right Holder wishes to exercise its Pre-emptive Right, within 30 (thirty) days from the date of receipt of the Issuance Notice (“**Pre-emption Offer Period**”), it shall provide the Company with a notice (“**Pre-emptive Subscription Response Notice**”) confirming its acceptance to subscribe to all, but not less than all of its Relevant Shareholder Pre-emptive Shares at the Issuance Price and on the terms and conditions set out in the Issuance Notice. Subject to the receipt of the Issuance Price by the Company, the Company shall issue and allot the Relevant Shareholder Pre-emptive Shares to each of the Pre-emptive Right Holder(s) who have issued the Pre-emptive Subscription Response Notice on the date of closing of the issuance as stated in the Issuance Notice.
- (iv) In the event any Pre-emptive Right Holder does not deliver a Pre-emptive Subscription Response Notice to the Company prior to the expiry of the Pre-emption Offer Period accepting the Relevant Shareholder Pre-emptive Shares (“**Declining Pre-emptive Right Holder**”), then upon the expiry of the Pre-emption Offer Period, the Pre-emptive Right Holder(s) who have delivered a Pre-emptive Subscription Response Notice to the Company prior to the expiry of the Pre-emption Offer Period accepting their Relevant Shareholder Pre-emptive Shares shall have the right (but not the obligation) to, by serving a notice in writing to the Company (“**Additional Pre-emptive Notice**”) within thirty (30) days of the expiry of the Pre-emption Offer Period (“**Pre-emptive Extended Period**”), to subscribe to (i) all (but not less than all) of the Relevant Shareholder Pre-emptive Shares of the Declining Pre-emptive Right Holder(s) (“**Additional Pre-emptive Shares**”), if it is the only Pre-emptive Right Holder who has served the Additional Pre-emptive Notice or (ii) if there are more than one Pre-emptive Right Holder(s) who have served the Additional Pre-emptive Notice, then the *pro-rata* share of such Pre-emptive Right Holders on the Relevant Shareholder Pre-emptive Shares of the Declining Pre-emptive Right Holder (calculated based on the respective shareholding of such Pre-emptive Right Holder on a Fully Diluted Basis vis-à-vis the other Pre-emptive Right Holder(s) who have served the Additional Pre-emptive Notice). Subject to the receipt of the Issuance Price by the Company for such Additional Pre-emptive Shares, the Company shall issue and allot the Additional Pre-emptive Shares to the Pre-emptive Right Holder(s) that have issued the Additional Pre-emptive Notice on the date of closing of the issuance as stated in the Issuance Notice.
- (v) In the event that any Issuance Shares remain unsubscribed after the Pre-emptive Right Holder(s) have exercised their rights pursuant to Article 6(a)(iii) and Article 6(a)(iv), then the Company may issue and allot the unsubscribed Issuance Shares to a Third Party at or above the Issuance Price (but not lower) and on the terms and conditions no less favourable to it than those mentioned in the Issuance Notice, within 60 (sixty) days of the expiry of the Pre-emption Offer Period or Pre-emptive Extended Period, as the case may be (which period may be extended by up to a further 120 (One Hundred and Twenty) Business Days in the event any approvals are required from any Governmental Authority for such issuance). Provided that after such period, the provisions of Article 6 shall once again apply to the issuance of the Pre-emptive Shares.
- (vi) Each Investor shall exercise its rights under this Article 6(a) in a manner consistent with all other Investors. Notwithstanding the foregoing, the Investors shall be permitted to inter-se allocate their entitlement to subscribe to Relevant Shareholder Pre-Emptive Shares amongst themselves, subject to the condition that the Investors collectively subscribe to all of the Relevant Shareholder Pre-Emptive Shares offered to all the Investors.

- (b) Further Funding: In the event the Company requires further capital or financing for the purposes of capital expenditure, business expansion or diversification, or to meet its working capital commitments, the Company shall raise such capital or financing as per the following waterfall:
- (i) the Company shall first use the cash or any other cash-equivalent assets (“**Cash Assets**”) available with the Company.
 - (ii) if the Cash Assets are insufficient to meet the Company’s requirements, the Company shall make commercially reasonable efforts to raise debt from external sources (without any recourse to the Shareholders), in compliance with Article 13(a); and
 - (iii) if the Company is unable to arrange for cash or financing in the manner prescribed under (a) and/ or (b) above, then subject to the terms of these Articles (including Article 13(a)), such funding requirement may be satisfied by issuance of Equity Securities to the Shareholders at a price per Equity Security calculated based on the fair value of the Company as determined by a Merchant Banker(s) appointed by the Company at the Company’s cost and such capital raise shall be completed in the manner set forth in Article 6(a).
- (c) Notwithstanding anything contained in these Articles, but subject to Article 13(a)(ii), the Company shall have the right at any time until the expiry of the fourth anniversary of the Effective Date to undertake a primary issuance of up to 10% (ten percent) of the equity share capital of the Company on a Fully Diluted Basis in an IPO on such terms as may be approved by the Board, provided that in such IPO the Investors shall not be considered as a ‘promoter’ of the Company and the Investor Shares shall not be subject to any lock-in conditions applicable to ‘promoters’ under applicable Law.

7. **TRANSFER OF SHARES; INVESTOR’S RIGHT OF FIRST REFUSAL; INVESTOR’S TAG ALONG RIGHTS AND OTHER MATTERS**

- (a) Lock-in: Notwithstanding anything to the contrary contained herein or the Inter-Promoter Arrangement, and subject to the conditions set forth herein, which shall not apply with respect to a Transfer to an Affiliate (provided such Affiliate executes a Deed of Adherence prior to such Transfer), (i) no Investor shall Transfer the Investor Shares for a period of 2 (two) years from the Effective Date (“**Investors Lock In Period**”) and (ii) subject to Article 7(c) below, no Promoter shall Transfer the Equity Shares held by them respectively for a period of 2 (two) years from the Effective Date (“**Promoters Lock In Period**”); provided that neither any Investor save and except as provided in Article 7(i), nor any Promoter shall create any Encumbrance over any Equity Shares held by them respectively during the subsistence of the Agreement. It is hereby clarified that in the event the Company decides to undertake an IPO in compliance with these Articles (including Article 13(a)) during the Investors Lock In Period or the Promoter Lock In Period (as the case may be) which includes an Offer for Sale component, the Investors and the Promoters shall be entitled to freely transfer the Equity Shares (or any portion thereof), as held by them respectively, in such IPO without any restriction whatsoever, except for any Transfer restrictions as may be imposed under applicable Laws. Post the expiry of the Promoter Lock In Period but subject to Article 7(c) and Article 7(d), the Promoters shall have the right to Transfer all or part of Equity Shares held by them (respectively) to any Third Party who is not a Competitor.
- (b) Investor’s right to Transfer the Investor Shares: Post the expiry of the Investors Lock In Period, the Investors (and their respective Affiliates) shall at all times have the unrestricted right to Transfer all or part of the Investor Shares held by the Investors to any Third Party who is not a Competitor,

provided that a part Transfer of the Equity Shares held by the Investors shall be permitted, subject to the ROFO of the Promoters as provided under Article 14(c)(i), and only if (a) the transferee acquires not less than 10% (ten percent) of the share capital of the Company (on a Fully Diluted Basis) following such Transfer by the Investors; and (b) such transferee undertakes all the obligations of the Investors under the Agreement and executes a Deed of Adherence prior to such Transfer. In the event that the Investors Transfer all (but not less than all) of the Equity Shares held by all the Investors to any Third Party who is not a Competitor, the Investors may Transfer all (and not less than all) of the rights of the Investors under the Agreement, but subject to the ROFO of the Promoters as provided under Article 14(c)(i). However, an Investor may transfer all or part of the Investor Shares (without being subject to the ROFO of the Promoters) to – (I) its Affiliate (so long as such Affiliate is not a Competitor and if such Affiliate executes a Deed of Adherence prior to such Transfer); or (II) pursuant to exercise of its Tag-Along Right; or (III) pursuant to an IPO. If the Investors Transfer a part of the Investor Shares to a Third Party in accordance with these Articles, then no Investor shall assign any of its respective rights to such Third Party, provided that the relevant Investor and such Third Party may agree *inter se* (without imposing any obligations on the Promoters and/or the Company) on the manner in which the Investors shall exercise their rights under these Articles. In the event an Investor decides to sell the Investor Shares held by it to any Third Party either pursuant to Article 14 or otherwise, (a) the Company and the Promoters shall extend all necessary cooperation and do all such reasonable deeds as may be necessary to enable such Investor to complete such transfer, and (b) the Company shall provide representations, warranties and indemnities where the representations and warranties shall be provided under the same headings as identified in the SPA (applicable to the business warranties provided by the Company) provided that the content under such headings shall be in a form and substance acceptable to the Company and subject to disclosures. It is clarified that the Company shall in no event be required to provide more representations and warranties than the representations and warranties that are being provided in the SPA. The Company shall provide all information and assistance to such Investor and to the Third-Party buyer as may be reasonably required to enable such Third Party to decide on the purchase of the relevant Investor Shares. Such information shall only be provided if such Third Party agrees to keep such information confidential.

- (c) Investor’s Right of First Refusal: Notwithstanding anything contained to the contrary in these Articles, including Article 7(a) and Article 7(d), each of the Promoters may, during the Promoters Lock-in Period, freely Transfer up to 5% (five percent) of the share capital of the Company as on the Effective Date (such Transfer referred to as “**Threshold Transfer**”), at a price per Equity Share that is not lower than the Investors Price Per Share, to any Third Party who is not a Competitor, subject to a right of first refusal in favour of the Investors (“**Investors ROFR**”) which would be exercisable by the Investors in the manner set forth in this Article 7(c) (notwithstanding anything contained in the Inter-Promoter Arrangement):
- (i) In the event any of the Promoters (“**Selling Promoter(s)**”) propose to Transfer any Equity Shares held by them (respectively) pursuant to this Article 7(c) (“**ROFR Shares**”) to a Third Party (“**Promoter Third Party Transferee**”), then upon such Selling Promoter(s) receiving an offer from such Promoter Third Party Transferee to purchase the ROFR Shares, the Selling Promoter(s) shall deliver a notice to the Investors describing the terms of such proposed transfer, including price of such proposed transfer (“**Promoter Transfer Notice**”). The Promoter Transfer Notice shall include the name of the Promoter Third Party Transferee, the number of ROFR Shares, the price per ROFR Share or any non-cash consideration offered by the Promoter Third Party Transferee and other terms and conditions of the Transfer.
 - (ii) Upon receipt of the Promoter Transfer Notice, the Investors shall have the right to acquire all (but not less than all) the ROFR Shares (on the same terms, including price, as those specified

in the Promoter Transfer Notice), by issuing a notice (“**Investors ROFR Acceptance Notice**”) to the Selling Promoter within 21 (twenty-one) days (“**Option Period**”) of receipt of the Promoter Transfer Notice.

- (iii) If the Investors issue the Investors ROFR Acceptance Notice prior to expiry of the Option Period, then the Selling Promoter(s) shall sell, free and clear of all Encumbrances (other than Encumbrances under these Articles), all the ROFR Shares to one or more of the Investors, and the relevant Investors shall acquire, all the ROFR Shares on the terms and conditions (including price) mentioned in the Promoter Transfer Notice. The Selling Promoter(s) shall provide the relevant Investors with the same fundamental warranties in connection with the title to the ROFR Shares as provided to the Investors in relation to the Investor Shares under Part A-2 or A-3 of Schedule VI of the SPA, as applicable to a Selling Promoter.
 - (iv) The sale of the ROFR Shares by the Selling Promoter(s) to the Investors and payment of sale consideration by the Investors (in respect of the ROFR Shares) shall be completed within 21 (twenty-one) days from the expiry of the Option Period. If the Investors: (I) do not issue the Investors ROFR Acceptance Notice prior to expiry of the Option Period; or (II) decline to exercise the Investors ROFR; or (III) having issued the Investors ROFR Acceptance Notice, fail to conclude the purchase of the ROFR Shares from the Selling Promoter(s) (including payment of purchase consideration in respect of the ROFR Shares to the Selling Promoter(s)) within the time period specified above, the Selling Promoter(s) shall be free to Transfer the ROFR Shares to the Promoter Third Party Transferee provided: (x) such Transfer is made on terms and conditions which are no more favourable to the Promoter Third Party Transferee than the terms specified in the Promoter Transfer Notice; and (y) the Promoter Third Party Transferee executes a Deed of Adherence prior to such Transfer of the ROFR Shares. In such case, if the Transfer of ROFR Shares to the Promoter Third Party Transferee is not consummated within 60 (Sixty) Business Days from the expiry of the Option Period (which may be extended by up to a further 120 (One Hundred and Twenty) Business Days for receipt of any approvals required from any Governmental Authority from the Option Period, then the obligation of the Selling Promoter(s) to provide an Investors ROFR shall be deemed to have been revived and the procedures set forth in this Article 7(c) shall have to be complied afresh by the Selling Promoter(s) with respect to any Threshold Transfer, save and except where the relevant Investors fail to conclude the purchase of the ROFR Shares from the Selling Promoter(s) after issuance of an Investors ROFR Acceptance Notice, in which case the Investors ROFR shall cease to apply in respect of any subsequent Threshold Transfer by any Selling Promoter(s).
 - (v) Each Investor shall exercise its rights under this Article 7(c) in a manner consistent with all other Investors. Notwithstanding the foregoing, the Investors shall be permitted to inter-se allocate their entitlement to purchase the ROFR Shares amongst themselves, subject to the condition that the Investors collectively purchase all the ROFR Shares.
- (d) Investor’s Right of First Offer:
- (i) Notwithstanding anything contained under the Inter-Promoter Arrangement, on and from the expiry of the Promoters Lock In Period, in the event any of the Promoters (“**ROFO Selling Party(ies)**”) proposes to Transfer any Equity Shares held by it (“**ROFO Offered Shares**”) to any Third Party or to another Promoter, the ROFO Selling Party shall provide a written notice to the Investors of its intention to sell the ROFO Offered Shares (“**ROFO Sale Notice**”) setting out: (i) the name of the ROFO Selling Party and (ii) the number of ROFO Offered Shares proposed to be Transferred by it.

- (ii) Within 20 (twenty) Business Days from the date of receipt of the ROFO Sale Notice from the ROFO Selling Party, the Investors shall have the right to offer to purchase all (and not less than all) of the ROFO Offered Shares by providing a written notice (“**ROFO Offer Notice**”) to the ROFO Selling Party offering to purchase the ROFO Offered Shares and specifying the price at which the Investors offer to purchase the ROFO Offered Shares (“**Investors Offer Price**”).
- (iii) The ROFO Selling Party shall be entitled, in its absolute discretion, to accept or reject any offer made by the Investors. The ROFO Selling Party shall communicate its acceptance or rejection of the Investors’ offer in writing to the Investors within a period of 14 (fourteen) Business Days from the date of receipt of the ROFO Offer Notice (“**ROFO Selling Party Notice**”).
- (iv) If the ROFO Selling Party issues a ROFO Selling Party Notice accepting the offer contained in the ROFO Offer Notice, the sale and purchase of the ROFO Offered Shares mentioned in the ROFO Offer Notice at the Investors Offer Price to the Investors by the ROFO Selling Party shall be completed within 21 (twenty-one) Business Days from the end of the ROFO Selling Party Notice (which may be extended by up to a further 120 (One Hundred and Twenty) Business Days for receipt of any approvals required from any Governmental Authority to complete such Transfer). The ROFO Selling Party shall provide the Investors with customary warranties in connection with the title to the ROFO Offered Shares and legal authority and capacity of the ROFO Selling Party to transfer the ROFO Offered Shares.
- (v) If either:
 - A. the Investors do not issue a ROFO Offer Notice within 20 (twenty) Business Days from the date of receipt of the ROFO Sale Notice; or
 - B. the Investors issue a ROFO Offer Notice for a part of the ROFO Offered Shares; or
 - C. the Investors reject the offer in the ROFO Sale Notice; or
 - D. the ROFO Selling Party rejects the offer contained in the ROFO Offer Notice or does not issue a ROFO Selling Party Notice within the 14 (fourteen) Business Days from the date of receipt of the ROFO Offer Notice, or
 - E. the sale and purchase of the ROFO Offered Shares is not completed in the manner and the timelines prescribed in Article 7(d)(iv), solely on account of any of the Investors failing to complete actions required on its part to complete such sale.

then, the ROFO Selling Party shall have the right to Transfer the ROFO Offered Shares to a Third Party or to another Promoter, as the case may be, at a Sale Price which is not equal to or lower than the Investors Offer Price (if applicable); provided that the Sale Price may be less than the Investors Offer Price in the circumstances set forth in Article 7(d)(v)(B) or Article 7(d)(v).

- (e) Investor’s Tag Along Right: Subject to Article 7(d), but notwithstanding anything contained in the Inter-Promoter Arrangement, in the event the ROFO Selling Party proposes to Transfer the ROFO

Offered Shares to any Third Party or to another Promoter, as the case may be (“**ROFO Tag Buyer**”), the Investors shall have the right to Transfer the Equity Shares held by the relevant Investors to such ROFO Tag Buyer at the same price as that payable by the ROFO Tag Buyer to the ROFO Selling Party (“**Tag Along Right**”), up to its tag entitlement as set forth below (“**Tag Entitlement**”) together with the ROFO Selling Party (such Equity Shares of the Investors, the “**Investors Tag Shares**”):

- (i) If the ROFO Selling Party proposes to sell to the ROFO Tag Buyer up to 5% (five percent) (“**Threshold Limit**”) of the share capital of the Company computed on a Fully Diluted Basis as on the date of such sale, such ROFO Selling Party shall provide the Investors a Tag Along Right to sell such number of Investor Shares as is in proportion to the ratio of the ROFO Offered Shares to the Equity Shares held by such Promoter(s) on the date of the Offer Notice (on a Fully Diluted Basis).
- (ii) If the ROFO Selling Party proposes to sell in excess of the Threshold Limit, such ROFO Selling Party shall provide the Investors a Tag Along Right to sell 1 (one) Equity Share held by the Investors for every Equity Share sold by the ROFO Selling Party.
- (iii) If the ROFO Selling Party proposes to Transfer such number of Equity Shares held by it such that subsequent to the Transfer, the Promoters (together with their respective Affiliates) would (a) collectively hold less than 50% (fifty percent) of the share capital of the Company (on a Fully Diluted Basis), calculated as on the Effective Date, or (b) collectively lose their right to appoint majority of the Directors on the Board, such ROFO Selling Party shall provide the Investors a Tag Along Right for up to all of the Equity Shares (on a Fully Diluted Basis) held by the Investors.
- (iv) Notwithstanding anything stated in Article 7(e)(iii) above, if any Promoter (i.e., the ROFO Selling Party) seeks to Transfer such number of Equity Shares to the other Promoter, such that the first Promoter (i.e., the ROFO Selling Party) would hold less than 5% of the equity share capital upon completion of the Transfer, then such first Promoter (i.e., the ROFO Selling Party) shall provide the Investors a Tag Along Right for up to all of the Equity Shares (on a Fully Diluted Basis) held by the Investors.
- (v) If any Promoter seeks to Transfer all or part of its Equity Shares to another Promoter, such Transfer shall, at all times, including during the Promoters Lock In Period, be subject to the Right of First Offer of the Investors (as provided under Article 7(d)(i) to Article 7d)(v) above) and the Tag Along Right of the Investors (as provided under Article 7(e)(i) to Article 7(e)(iv) above, as applicable).

It is further clarified that for the purposes of Article 7(e)(i) and Article 7(e)(ii) above, the Threshold Limits shall be applicable to each Promoter in connection with their individual respective shareholdings in the Company.

- (vi) Within 14 (fourteen) days of agreeing to sell all or any of the ROFO Offered Shares (“**ROFO Sale Shares**”) to the ROFO Tag Buyer or at least 30 (thirty) days before the date of the proposed sale (whichever is earlier), the ROFO Selling Party(ies) shall send written notice (the “**Offer Notice**”) to the Investors, setting forth in detail the terms of the proposed sale, including the name of the ROFO Tag Buyer, the proposed sale price (“**Sale Price**”), the date of the proposed sale (which shall not be less than 30 (thirty) days from the date of receipt of the Offer Notice by the Investors) and the number of ROFO Sale Shares.
- (vii) Upon receipt of the Offer Notice, the Investors shall have the option, exercisable at the sole

discretion of the Investors to sell their shareholding up to their Tag Entitlement, to the ROFO Tag Buyer, at the Sale Price by serving upon the ROFO Selling Party(ies) a written notice in that regard (including specifying the number of Investors Tag Shares) within 30 (thirty) days of receipt of the Offer Notice by the Investors on the terms and conditions mentioned in the Offer Notice.

- (viii) The Investors may, at their discretion, choose not to exercise the Tag Along Right. In the event that the Investors do not wish to exercise the Tag Along Right, then it shall inform the ROFO Selling Party(ies) of the same within 30 (thirty) days of receipt of the Offer Notice.
- (ix) If the Investors exercises their Tag Along Right, then the ROFO Selling Party(ies) shall ensure that the ROFO Tag Buyer purchases the number of Investors Tag Shares mentioned in the notice provided by the Investors pursuant to Article 7(e)(vii) along with the ROFO Sale Shares mentioned in the Offer Notice at the Sale Price and on the terms mentioned in the Offer Notice. The ROFO Selling Party(ies) shall ensure that the ROFO Tag Buyer completes the purchase of the Investors Tag Shares at the same time and on the same terms as completion of purchase of the ROFO Sale Shares held by the ROFO Selling Party(ies), failing which the ROFO Selling Party shall not Transfer the ROFO Sale Shares to such ROFO Tag Buyer.
- (x) If the Investors do not exercise their Tag Along Right or does not serve a written notice upon the ROFO Selling Party(ies) within the time period specified in Article 7(e)(vii) above, then the ROFO Selling Party(ies) may sell the ROFO Sale Shares (not exceeding the number mentioned in the Offer Notice) to the ROFO Tag Buyer at the Sale Price and on the terms mentioned in the Offer Notice (and not at any other price or on any other terms) within a period of 60 (sixty) Business Days (which may be extended by up to a further 120 (one hundred and twenty) Business Days for receipt of any approvals required from any Governmental Authority) from the Offer Notice. Thereafter, the provisions of Article 7(e)(vi) to Article 7(e)(x) shall once again apply to such sale.

Each Investor shall exercise its rights under Article 7(d) and Article 7(e) above in a manner consistent with all other Investors. Notwithstanding the foregoing, the Investors shall be permitted to inter-se allocate (I) their entitlement to purchase the ROFO Offered Shares amongst themselves, subject to the condition that the Investors collectively purchase all the ROFO Offered Shares and (II) their respective Tag Entitlement, provided that the aggregate number of Investors Tag Shares shall not exceed the aggregate of the Tag Entitlement for all Investors.

- (f) Transfer by Promoters to Affiliates: Notwithstanding anything else contained in this Article 7, both Reddy Invest and DSB shall (at any time, including during the Promoters Lock In Period, without complying with the provisions of Article 7(c) and Article 7(d) and Article 7(e)) be permitted to Transfer all or part of the Equity Shares held by the relevant Promoter(s) to their respective Affiliate(s), provided that before any such Transfer to an Affiliate(s), such Affiliate(s) executes a Deed of Adherence.
- (g) In the event any Shareholder of the Company other than the ESOP Shareholders, transfers its Equity Shares or any part thereof to a Person not being a party to the Agreement, such transferee shall be required to execute a Deed of Adherence.
- (h) Change in beneficial ownership/control:

- (i) Notwithstanding anything contained in the Inter-Promoter Arrangement, none of the Promoters shall directly or indirectly Transfer any Equity Securities held by them or any legal or beneficial interest therein to any Person in a manner that is inconsistent with these Articles provided that (i) any addition of beneficiaries to Reddy Invest in accordance with the terms of the Trust Deed shall not be construed to be a Transfer for the purposes of these Articles as long as such new/ additional beneficiaries are Relatives or descendants of Relatives of Mrs. Indira Reddy, (ii) any change of beneficiaries to Reddy Invest in accordance with the terms of the Trust Deed shall not be construed to be a Transfer for the purposes of these Articles as long as such change does not result in any Person who is not a Relative or descendant of a Relative of Mrs. Indira Reddy to become a beneficiary of Reddy Invest, and/or (iii) any change in the trustees in accordance with the terms of the Trust Deed shall not be construed to be a Transfer for the purposes of these Articles as long as any such new trustee is a Relative or descendant of a Relative of Mrs. Indira Reddy.
- (ii) Any Change in Control of the Investor shall be subject to the provisions of Article 7(b), and the restrictions on Transfer of the Investor Shares, as set out in Article 7(a) and Article 7(b), shall not be capable of being avoided by any direct or indirect Change in Control of the Investor.
- (i) Encumbrance by the Investors: Notwithstanding anything to the contrary set out under Article 7, the Investors shall have the right to Encumber the Equity Shares held by the Investors (respectively), whether in part or in full, subject to compliance with the following conditions:
 - (i) the Investors shall be permitted to Encumber the Equity Shares held by them only after the expiry of the Investors Lock In Period.
 - (ii) the Investors shall be permitted to create an Encumbrance on the Equity Shares held by them only in favour of Financial Institution(s) (“**Encumbered Shares**”) in compliance with applicable Law (and subject to such Financial Institution(s) meeting any fit and proper criteria, if any, as prescribed under applicable Law) to secure one particular credit line / facility that may be availed by the Investors at a time from such Financial Institution(s) (“**Debt Facility**”), provided that in the event the Debt Facility is obtained from more than one Financial Institution, each of the Financial Institution(s) shall be represented by a single Person acting for the benefit of all the Financial Institution(s);
 - (iii) the terms of the Debt Facility shall not impose any obligations on the Company or any Promoter.
 - (iv) the aggregate amount of the Debt Facility that is availed by an Investor shall not exceed 75% (seventy-five percent) of the Purchase Consideration that is paid by it under the SPA.
 - (v) the Investors shall notify the Company of the occurrence of any alleged default under the terms of the Debt Facility no later than 3 (three) Business Days after the receipt of any notice from the Financial Institution(s) alleging any such default.
 - (vi) any Transfer of the Encumbered Shares pursuant to the enforcement of the Encumbrance over such Encumbered Shares shall at all times be subject to the terms and conditions of Part II of these Articles, including (i) the Promoters’ right of first offer as provided under Article 7(b) and Article 14(c)(i), (ii) the transferee undertaking, subject to the terms of the Agreement, to assume all the rights and obligations of the Investor under the Agreement

(“**Encumbered Shares Transferee**”), (iii) the Encumbered Shares Transferee providing requisite ‘know your customer’ information as may be required by the Company under applicable Laws, and (iv) executing a Deed of Adherence prior to any such Transfer. It is clarified that the Financial Institution (upon enforcement of the Encumbrance on the Encumbered Shares) or the Encumbered Shares Transferee (upon Transfer of the Encumbered Shares from the Financial Institution to the Encumbered Shares Transferee) (as the case may be) shall be capable of exercising all rights of the Investors under these Articles, if such rights are transferred to the Financial Institution or Encumbered Shares Transferee (as the case may be) in accordance with this Article 7(i) and so long as such Financial Institution or Encumbered Shares Transferee is not a Competitor, provided that the Financial Institution shall not be capable of exercising the rights available to the Investors under Articles 13(a)(xiv), 13(a)(xv), 13(a)(xix), 13(a)(xx), 13(a)(xxii) and 13(a)(xxiii) of these Articles until the earlier of (i) expiry of six months from the date of enforcement of the Encumbrance by the Financial Institution, or (ii) Transfer of the Encumbered Shares to the Encumbered Shares Transferee.

- (vii) Subject to the execution of a non-disclosure agreement between the Financial Institution(s) and the Investors, with similar confidentiality obligations as applicable to the Investors under the Agreement, the Investors shall have the right to share with Financial Institution(s) information in relation to the Company or the other Shareholders available with the Investors or the Investors Nominee Directors, as may be required by the Financial Institution(s), to grant the Debt Facility to the Investors or to Encumber the Equity Shares held by the Investors.

8. **INFORMATION AND REPORTING**

- (a) The Company shall furnish to the Investors the following reports:
 - (i) audited annual financial statements (including the profit and loss statement, cash flow statement and balance sheet) no later than 90 (ninety) days following the close of each Financial Year.
 - (ii) unaudited quarterly financial statements (including the profit and loss statement, cash flow statement and balance sheet) no later than 45 (forty-five) days following the close of every calendar quarter.
 - (iii) a copy of the Company’s Budget no later than 15 (fifteen) days prior to the beginning of the relevant Financial Year.
 - (iv) the Further Business Plan (including an income statement, a statement of cash flow, a balance sheet and detailed breakdown of working capital and head count) no later than 15 (fifteen) days prior to the beginning of the relevant Financial Year.
 - (v) management reports on a quarterly basis or as the Investors may request.
 - (vi) monthly information statements within a period of 15 (fifteen) days from the end of the relevant calendar month; and
 - (vii) all other information reasonably requested by the Investors or their respective nominees from time to time.

- (b) Upon the Investor's request, the Investors Nominee Directors shall provide such financial and/or operational information in respect of the Company as the relevant Investor may reasonably request from time to time, promptly upon request.

9. **VISITATION AND INSPECTION RIGHTS**

The Investors shall be entitled to at their cost and expense, at all times during normal business hours, subject to reasonable notice being provided to visit the offices of the Company and to inspect the Company's material contracts and financials.

10. **REGISTRATION RIGHTS**

- (a) If any Equity Shares or other securities of the Company are listed or proposed to be listed on one or more stock exchanges overseas in accordance with these Articles, then the Company shall take all such steps, do all such things, execute all such writings and make all regulatory applications and filings as may be required by Law for permitting or facilitating the unrestricted sale and distribution of the Investor Shares on such exchanges, such that the Investor Shares are freely transferable on such stock exchanges.
- (b) If any Equity Shares or other securities of the Company are listed or proposed to be listed on one or more stock exchanges overseas in accordance with these Articles, then the Investors shall be entitled to demand that all or part of the Investor Shares be converted into American Depository Receipts or Global Depository Receipts as permissible under applicable Law. The Investors shall also be entitled to demand that the Company register the securities of the Company held by the Investors with appropriate and necessary regulatory authorities required in connection with such offering. Further, such registration shall be at the expense of the Company, to the extent permissible under Law. It is hereby clarified that the Investors shall have unlimited registration rights.

11. **ANTI-DILUTION PROTECTION**

If at any time after Effective Date, the Company issues to any Person (other than pursuant to any ESOP or bonus issue or pursuant to an IPO or pursuant to the Scheme of Arrangement, in accordance with these Articles (including Article 13(a) as applicable)) any Equity Securities, at a price per share that is lower than the Investors Price Per Share, then the Investors shall be entitled to a weighted average anti-dilution protection. In such an event, notwithstanding anything contained in the Inter-Promoter Arrangement, the Company and the other Shareholders shall be bound to cooperate with the Investors and the Company such that, the Company, subject to Law, forthwith takes all necessary steps to issue additional Equity Shares to the Investors in accordance with the terms and procedure described below.

I. Determine Investors Share Price:

Aggregate consideration paid by the Investors pursuant to SPA in respect of the Equity Shares held by the Investors

Equity Shares held by the Investors

The Investors Share Price should be determined in an iterative manner to include the consideration and the corresponding additional Equity Shares, if any, that the Investors needs

to pay to acquire the additional Equity Shares per Clause IV below.

II. Determine Weighted Average Share Price:

$$\frac{(\text{OS immediately prior} \times \text{Investors Share Price}) + \text{AC}}{\text{OS immediately following issuance}}$$

Where “OS” means the number of Equity Securities issued and outstanding on a Fully Diluted Basis, and “AC” means the aggregate consideration to be received by the Company in connection with the new issuance.

- III. Determine number of Equity Shares that Investors would have received if Investors had paid the Weighted Average Share Price for its Equity Shares by dividing the aggregate consideration paid by Investors pursuant to the SPA by the Weighted Average Share Price.
- IV. The number of additional Equity Shares available to be purchased by the Investors shall equal the number of Equity Shares that Investors would have received as determined pursuant to Clause III above, minus the number of Equity Shares actually held by the Investors.

In performing the foregoing calculations, the following provisions shall be applicable:

- (a) In the case of the issuance of Equity Shares for cash, the aggregate consideration shall be deemed to be the amount of cash paid therefor before deducting therefrom any discounts, commissions or placement fees payable by the Company to any underwriter or placement agent in connection with the issuance and sale thereof.
- (b) In the case of the issuance of Equity Shares for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof, as determined in good faith by a majority of the Board (which majority must include the Investors Nominee Director).
- (c) In the case of the issuance of options to purchase or rights to subscribe to Equity Shares, securities by their terms convertible into or exchangeable for Equity Shares, or options to purchase or rights to subscribe for such convertible or exchangeable securities (other than Equity Shares, options or other securities issued under any employee or director benefit plan or program of the Company approved by the Board of Directors or Equity Shares issued upon the exercise thereof):
- (i) The aggregate maximum number of Equity Shares deliverable upon exercise of such options to purchase, exercise of rights to subscribe for Equity Shares or conversion of or in exchange for any such convertible exchangeable securities, shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided above), if any, received by the Company upon the issuance of such options or rights plus the exercise price provided in such options or rights for the Equity Shares covered thereby;
 - (ii) on any increase in the number of shares or decrease in exercise price of Equity Shares deliverable upon exercise of any such options or rights or conversions of or exchanges for such securities, other than a change resulting from the anti-dilution provisions thereof, the Weighted Average Share Price shall be readjusted retroactively to give effect to such increase or decrease and additional Equity Shares shall be issued to the

Investors; and

(iii) no further adjustment shall be made as a result of the actual issuance of Equity Shares on the exercise of any such rights or options or any conversion or exchange of any such securities.

(d) All calculations of the Weighted Average Share Price shall be made to the nearest one hundredth of a cent. The Company shall not issue any fractional Equity Shares but shall round up to the nearest whole share.

12. BOARD OF DIRECTORS

- (a) The total number of directors on the Board following the Closing shall be up to 11 (Eleven) Directors. Each of Reddy Invest and DSB shall have the right to nominate for appointment up to 3 (three) Directors each on the Board (“**Promoter Nominee Directors**”). Investors shall have the right to nominate for appointment 2 (two) Directors on the Board (“**Investors Nominee Directors**”). The chief executive officer shall also be appointed as a Director on the Board. The Board shall appoint up to 2 (two) independent Directors, in accordance with the recommendations of the Promoters, unless any such recommendation(s) is rejected by the Investors on reasonable grounds, in which case the Promoters shall recommend other individuals for appointment as independent Directors.
- (b) The Investors shall have the right to nominate for appointment Director(s) on the Board in accordance with Article 12(a) only until such time the Investors holds at least 5% (five percent) of the share capital of the Company (on a Fully Diluted Basis).
- (c) The Promoters and the Investors shall vote in favour of any Shareholders’ resolution for the appointment and / or re-election of any of the Investors Nominee Directors and/or Promoter Nominee Directors, as applicable, in accordance with these Articles.
- (d) The Investors, DSB and Reddy Invest shall have the right to appoint an alternate Director to any of the Investors Nominee Director(s) or Promoter Nominee Directors, as applicable, in accordance with the provisions of the Act. The Board shall take necessary steps to appoint such alternate Director(s). The alternate Director(s) so appointed shall be entitled to attend the meetings of the Board and vote in the event the relevant Investors Nominee Director(s) or Promoter Nominee Director(s), as applicable are unable to attend any meeting of the Board. The Company and the Promoters and the Investors shall take all steps necessary to secure the appointment of the alternate Directors to the Investors Nominee Director(s) and Promoter Nominee Director(s) as applicable.
- (e) Subject to Article 12(j), (i) all costs and expenses (including any travel, board and lodging expenses) incurred by all Directors (including the cost of attending meetings of the Board and committees of the Board and/or meetings of the Shareholders and other official business of the Company) shall be borne by the Company; and (ii) the Company shall procure and maintain an office and necessary support staff (as may be required) for each Promoter Nominee Director(s) and reimburse each such individual for reasonable costs and expenses incurred by them (respectively) in relation to work done by them in connection with the business of the Company.
- (f) Each Director shall be entitled to receive all notices, agenda, etc. and to attend all Board meetings and meetings of any committees of the Board (including the audit committee, the nomination and remuneration committee and the corporate social responsibility committee) of which such Director is a member.

- (g) Written notice of at least 7 (seven) days of every meeting of the Board shall be given to every Director including the Investors Nominee Directors at their usual address whether in India or outside India, provided always that a meeting may be convened by a notice shorter than 7 days with consent of all the Directors.
- (h) The notice of each Board meeting shall include an agenda setting out the business proposed to be transacted at the meeting. Unless waived by all Directors, any item not included in the agenda of a meeting shall not be considered or voted upon at that meeting of the Board.
- (i) The Promoters shall have the right to nominate the Chairman of the Company and the Vice Chairman of the Company.
- (j) The independent Directors on the Board shall each be entitled to compensation as may be determined by the Board, and which shall not exceed in the aggregate, an amount equal to 1% (one percent) of the of the aggregate net profits of the Company and its Subsidiaries, computed on a consolidated basis as may be determined by the Board.
- (k) Quorum for Board meeting:
 - (i) So long as the Investors continues to hold at least 5% (five per cent) in the share capital of the Company on a Fully Diluted Basis, the quorum for a meeting of the Board shall include, at all times, the presence of at least 1 (one) Investors Nominee Director.
 - (ii) If on the date of the meeting of the Board, a valid quorum is not present, such meeting shall automatically stand adjourned to the same day and time and at the same venue in the following week (“**Adjourned Board Meeting**”), provided that a written notice regarding such Adjourned Board Meeting is circulated to all members of the Board forthwith.
 - (iii) So long as the Investors continues to hold at least 5% (five per cent) in the share capital of the Company on a Fully Diluted Basis, the quorum for an Adjourned Board Meeting shall include, at all times, the presence of at least 1 (one) Investors Nominee Director.
 - (iv) If at such Adjourned Board Meeting also, no valid quorum is present, then such Adjourned Board Meeting shall automatically stand adjourned to the same day and time and at the same venue in the following week from the Adjourned Board Meeting (“**Second Adjourned Board Meeting**”).
 - (v) In the event that the quorum set forth in Article 12(k)(iii) is not present at the Second Adjourned Board Meeting, then subject to applicable Laws at such Second Adjourned Board Meeting, the Directors present at the Second Adjourned General Meeting shall constitute quorum and the Board may proceed to discuss and decide on the matters on the agenda, other than matters which require the Investors Nominee Director’s affirmative consent under Article 13(a). It is hereby specifically clarified that unless waived in writing by all Directors, any item not included in the agenda of a meeting of the Board shall not be considered or voted upon at that meeting or any adjourned meeting of the Board.
- (l) The Board shall have the right to constitute any committee(s) of the Board (including the audit committee, the nomination and remuneration committee and the corporate social responsibility committee) in accordance with applicable Law. Each of the committee(s) constituted by the Board shall consist of: (i) 1 (one) nominee Director nominated by DSB; (ii) 1 (one) nominee Director

nominated by Reddy Invest; (iii) 1 (one) of the Investors Nominee Director; and (iv) at least 1 (one) independent Director, (subject to such independent Director agreeing to be appointed as a member on such committee(s)).

- (m) **Observer:** Subject to Clause 16.3(b)(i) of the Agreement, in addition to the Investors Nominee Directors, until such time the Investors holds at least 5% (five percent) of the share capital of the Company (on a Fully Diluted Basis), the Investors shall have the right to appoint 1 (one) individual as an observer or invitee (“**Investors Observer**”) to attend all meetings of the Board and any committee(s) of the Board where any Investors Nominee Director is a member (including the audit committee, the nomination and remuneration committee and the corporate social responsibility committee). The Investors Observer shall not have the right to vote on any resolution of the Board or any committee(s) of the Board and shall not be considered for the purposes of computation of a quorum for such meeting of the Board or any committee(s) of the Board (including the audit committee, the nomination and remuneration committee and the corporate social responsibility committee).
- (n) In no event shall the Investors Nominee Directors be identified by the Company as an ‘officer who is in default’ of the Company or ‘occupier’ of any premises used by the Company, or the director in charge of managing affairs of the Company, or an employer under applicable Law, and to such extent, the Investors Nominee Directors shall not be liable for any default or failure of the Company in complying with the provisions of any applicable Law.
- (o) An Investors Nominee Director or an Investors Observer:
 - (i) may, subject to Clause 22.7 of the Agreement, share any information (including any Confidential Information) with the Investors, the Investor’s Affiliates, and their respective partners, directors, officers, and employees; and
 - (ii) shall keep confidential any information relating to the Investors or any of their respective Affiliates, or not use or apply such information in performing his or her duties to the Company.
- (p) Notwithstanding anything contained in these Articles, it is the Investor's intention to remove (or cause the resignation of) the Investors Nominee Director appointed by the Investors prior to an IPO (or filing of a listing application with the stock exchanges in relation to such IPO) and the Investors may remove (or cause the resignation of) the Investors Nominee Director appointed by the Investors in their sole discretion if the Company initiates or proposes to initiate an IPO, but in no event shall the Investors be obligated to do so, unless required under applicable Law or by any Governmental Authority. The vacancy of the Director the Investors is entitled to appoint shall not be filled by any Person appointed by any other Shareholder, or otherwise.

13. **ITEMS OF BUSINESS REQUIRING CONSENT OF INVESTORS AND OTHER MATTERS**

- (a) Notwithstanding anything else contained in these Articles or the Inter-Promoter Arrangement, but subject to the Investors continuing to hold Equity Shares representing at least 5% (five percent) of the share capital of the Company (on a Fully Diluted Basis), the Company and its Subsidiaries shall not take any decision at any meeting of the Board or the Shareholders (or at the meetings of the board of directors of the Subsidiaries and meetings of shareholders of the Subsidiaries, as applicable) with respect to the following actions without the affirmative consent of any 1 (one) of the Investors Nominee Directors or the Investors (as the case may be):

- (i) Sale of the assets (excluding (i) any sale of assets in the ordinary course of business (including any inventory) and/or (ii) sale of any scrap assets and/or (iii) sale of any asset of the Company of INR 25,00,000 (Indian Rupees Twenty Five Lakh) or less in value in a single transaction, provided that the total value of assets for such permitted sales under (iii) does not exceed a total of INR 2,00,00,000 (Indian Rupees Two Crores only) in a Financial Year); sale of an undertaking of the Company;
- (ii) Any IPO of the Company where the price per Equity Share of the Company in such IPO is less than 1.5 times of the Investors Price Per Share.
- (iii) Any fresh issuance of Equity Shares or any other Equity Securities, other than as permitted under Article 13(a)(ii), Article 13(a)(xiii) and Article 13(c).
- (iv) Any transaction involving a merger, amalgamation, business transfer, scheme of arrangement or compromise, joint venture or any other form of corporate restructuring of the Company including any court/ Governmental Authority approved restructuring plan, except any merger pursuant to the Scheme of Arrangement, or any winding-up, liquidation, initiation of proceedings related to insolvency or bankruptcy (whether voluntary or otherwise), entering into a scheme of compromise/ settlement with lenders or declaring the Company insolvent, other than as contemplated in Article 13(c);
- (v) Any alteration to the rights attached to any class of shares in the Company's share capital.
- (vi) Any transactions between the Company and Related Party(s), and any changes to the terms and conditions of the existing arrangements between the Company and its Related Party(s) as disclosed to the Investors.
- (vii) The creation (whether by formation, acquisition or otherwise) or winding up of any Subsidiary, excluding a wholly owned subsidiary of the Company.
- (viii) Any distribution of profits (whether for dividends, dividend distribution Taxes or otherwise) that exceeds 30% (thirty per cent) of the consolidated profit after Tax for the Financial Year with respect to which distributions are proposed to be made.
- (ix) Any redemption or buy back of shares, other than for any buy-back of ESOPs held by Persons other than the Promoters.
- (x) Any amendment, modification of any provision of the Articles or Memorandum.
- (xi) Any change in the scope of Company's Business, entry into any new business or unrelated business, suspension or cessation of business or transfer of all or a material portion of business, in each case, by the Company.
- (xii) Any change in the size or composition of the Board or any committee of the Board other than in the manner as set out in these Articles.
- (xiii) (i) Any new grant of stock options under any ESOP and (ii) terms of any new ESOP required to be put in place for the Company to be able to grant up to 1,746,314 stock options (in addition to 2,195,486 stock options already granted as on the Effective Date), provided however that the Investors prior consent under this paragraph (xiii) shall not be required in connection with issuance of shares against 2,195,486 stock options already granted as on the Effective Date;

- (xiv) Adoption of the Budget or any change or modification to the Budget, provided that consent of any Investor shall not be required unless such change or modification contemplates deviation of any line item in such Budget by more than 10% of that contemplated in the Initial Business Plan or the Further Business Plan (as the case may be), and such deviation results in a reduction of the EBITDA of the Company in the relevant Financial Year by more than 5% (five percent) of that is contemplated in the Initial Business Plan or a Further Business Plan, as the case may be;
 - (xv) Any modification of any arrangement entered into by the Company with any of its customers/clients, vendors or suppliers that are of a value exceeding INR 15,00,00,000 (Indian Rupees Fifteen Crores only) in aggregate, per annum.
 - (xvi) Incurrence of indebtedness by the Company which results in the debt-to-equity ratio of the Company to exceed 0.65; provided that consent of the Investors for incurrence of any indebtedness in connection with any merger(s) or acquisition(s) to be undertaken by the Company shall not be required unless such indebtedness results in the debt-to-equity ratio of the Company to exceed 1.5:1 after the consummation of such merger(s) or acquisition(s), provided however that this shall not prejudice the Investor's right under Article 13(a)(iv) above in any manner whatsoever;
 - (xvii) (I) Creation of Encumbrance on any of the assets of the Company or (II) grant of any guarantee(s) or indemnities by the Company in favour of any Person, other than (A) in the ordinary course of business and consistent with Company's past practice, and/or (B) any guarantee by the Company in favour of a wholly owned Subsidiary and/ or (C) in relation to creation of any Encumbrances or grant of any guarantee(s) or indemnities by the Company for such matters for which consent of the Investors are not required as provided for in Article 13(a)(xvi) and/or (D) as may be provided for or budgeted in the Budget or the Initial Business Plan or the Further Business Plan, as applicable;
 - (xviii) Making (I) of loans or advances to any Person, other than to the Company's employees or any advances made to vendors in the ordinary course of business; or (II) any investments in any Person.
 - (xix) Appointment or removal of the statutory auditor of the Company.
 - (xx) Appointment/ removal of CEO and other members of the Key Management Team.
 - (xxi) Approval by the Company of any sale of Equity Securities other than in the manner contemplated under these Articles.
 - (xxii) Approval by the Company of any transfer of Equity Securities held by the Promoters (other than any transfers to Affiliates in accordance with these Articles) at a price less than 1.5 times the Investors Per Share Price, if such transfer is being made after three (3) years from the Effective Date, and subject to the Investor's Right of First Offer;
 - (xxiii) Adoption of any Further Business Plan; and
 - (xxiv) Any binding agreement or arrangement to take any of the foregoing actions.
- (b) Shareholders Meeting:

- (i) The Company shall call for a general meeting of the Shareholders by serving at least 21 (twenty one) days written notice to all Shareholders, with an explanatory statement containing all relevant information relating to the agenda for the general meeting; provided always that a meeting may be convened by a shorter notice than 21 (twenty one) days with consent of 95% (ninety five percent) of the Shareholders who shall include the Investors, in case of a Annual General Meeting, and by members of the Company holding, majority in number of members entitled to vote and who represent not less than 95% of such part of the paid-up share capital of the Company as gives a right to vote at the meeting, in case of an Extraordinary General Meeting . The written notice shall specify and provide all the details of the action proposed to be undertaken as would reasonably enable the Investors to arrive at a decision with respect to such matter.
 - (ii) On the date of the general meeting, there shall be a minimum of 2 (two) Shareholders of the Company present and voting. So long as the Investors continues to hold at least 5% (five per cent) in the share capital of the Company on a Fully Diluted Basis, then the quorum shall include at least one Investor (or its representative or nominee), in order to constitute a valid quorum for the meeting. If on the date of the general meeting of the Shareholders, a valid quorum is not present, such meeting shall automatically stand adjourned to the same day and time and at the same venue in the following week (“**Adjourned General Meeting**”).
 - (iii) So long as the Investors continues to hold at least 5% (five percent) in the share capital of the Company on a Fully Diluted Basis, the quorum at an Adjourned General Meeting shall also include at least one Investor (or its representative or nominee). If at such Adjourned General Meeting also, no valid quorum is present, then such Adjourned General Meeting shall automatically stand adjourned to the same day and time and at the same venue in the following week from the Adjourned General Meeting (“**Second Adjourned General Meeting**”).
 - (iv) In the event that the quorum set forth in Article 13(b)(iii) is not present at the Second Adjourned General Meeting, then subject to applicable Laws, the Shareholders present at the Second Adjourned General Meeting shall constitute quorum and the Company may proceed to discuss and decide on the matters on the agenda and any decisions so taken shall be binding on all Shareholders, other than matters which require the Investors affirmative consent under Article 13(a). It is hereby specifically clarified that unless waived in writing by all Shareholders, any item not included in the agenda of a meeting of the Shareholders shall not be considered or voted upon at that meeting or any adjourned meeting of the Shareholders.
- (c) Scheme of Arrangement: Clause 11.3 of the Agreement is hereby incorporated by reference herein.

14. EXIT OPTIONS TO THE INVESTOR

- (a) IPO or trade sale within the Exit Period: On and from the third anniversary of the Effective Date till the fifth anniversary of the Effective Date (“**Exit Period**”), the Company shall make best efforts to provide the Investors with an exit, either (i) through an IPO of the Company in accordance with Article 15, or (ii) through a trade sale to a Third Party at the fair market value as determined by a Merchant Banker appointed by the Company and on mutually agreeable terms and conditions ((i) and (ii) collectively, “**Exit**”).

- (b) IPO or trade sale after the Exit Period: In the event, at the end of the Exit Period, the Company has not been able to provide the Investors with an Exit as contemplated under Article 14(a) above and any Investor continues to hold any shares in the Company, then the Investors shall collectively have the right, at their discretion, to require the Company to either (i) initiate a sale to a Third Party as contemplated in Article 14(c) below, or (ii) list the Equity Shares of the Company on a Stock Exchange whether through an IPO or an Offer for Sale in accordance with Article 14(d) below. It is clarified that the selection of a process under (i) or (ii) above by the Investors at one time, shall not preclude the Investors from exercising their alternate right to choose the other process subsequently, or from exercising these rights at any time thereafter. Provided that the Investors shall act in good faith and extend all reasonable cooperation to the Company, in the exercise of their rights under this Article 14(b).
- (c) Sale to Third Party: Pursuant to the exercise by the Investors of their right under Article 14(b) above, the Company shall, with the prior written consent of the Investors, mandate a Merchant Banker (as provided below) to find a buyer (“**Purchaser**”) of all the Investor Shares at a price not less than the fair market value. The Merchant Banker shall issue a written notice to the Investors, the Company and each of the Promoters immediately upon finding a Purchaser for all the Investor Shares (“**Sale Notice**”). The Investors’ right to sell all the Investor Shares to the Purchaser shall be subject to the Promoter’s ROFO under Article 14(c)(i) hereunder.
- (i) Promoter’s ROFO: Notwithstanding anything to the contrary contained herein or in the Inter-Promoter Arrangement, each of the Promoters shall have a right of first offer on any proposed sale to a Third Party by any of the Investors as permitted under these Articles, including to the Purchaser pursuant to Article 14(c) (except with respect to any sale by the Investors to an Affiliate, provided such Affiliate executes a Deed of Adherence prior to such sale), in the manner set forth in Article 14(c)(i)(A) and Article 14(c)(i)(B) hereunder:
- A. Within 14 (fourteen) Business Days from the date of receipt of the Sale Notice from the Merchant Banker, Promoters shall have the right to offer to purchase either individually or collectively with the other Promoters all (but not less than all) of the Investor Shares by giving a written notice (“**Promoter ROFO Offer Notice**”) to the Investors offering to purchase the Investor Shares and specifying the price at which such Promoters offer to purchase all (but not less than all) of the Investor Shares (“**Promoters Offer Price**”). If none of the Promoters issue such Promoter ROFO Offer Notice within such timelines or issue a Promoter ROFO Offer Notice(s) for a part of the Investor Shares, the Investor shall have the right to sell all the Investor Shares to a Person who is not a Competitor, together with all the rights of the Investors under these Articles, and without any restriction whatsoever.
- B. The Investors shall be entitled, in their absolute discretion, to accept or reject any offer made the Promoters. The Investors shall communicate their acceptance or rejection of the relevant Promoters’ offer in writing to the relevant Promoter(s) within a period of 14 (fourteen) Business Days from the date of receipt of the Promoter ROFO Offer Notice (“**Investor’s Notice**”). If the Investors reject any such offer or do not issue an Investor’s Notice within the stipulated timelines, the Investors shall be entitled to Transfer the Investor Shares to the Purchaser or any other Third Party who is not a Competitor, together with all the rights of the Investors under these Articles, and without any restrictions whatsoever, provided however that such sale by the Investors to the Purchaser or other Third Party who is not a Competitor shall not be at a price (“**Third Party Price**”) which is equal to or lower than the highest Promoter Offer Price. In the event the Third Party Price is greater than the highest Promoter Offer Price, then the

Investors shall be entitled to Transfer the Investor Shares to such Purchaser or other Third Party who is not a Competitor, together with all the rights of the Investors under these Articles.

- (ii) If any Promoter(s) exercises its right of first offer as provided in Article 14(c)(i)(B) above and the Investors accepts such Promoter's offer, then such Promoter(s) shall pay the purchase price for such Investor Shares within 20 (Twenty) Business Days from the date of receipt of the Investor's Notice and such sale shall be completed concurrently with such payment by such Promoter(s) (which period may be extended by up to a further 120 (One Hundred and Twenty) Business Days for receipt of any approvals required from any Governmental Authority for such Transfer). The Investors shall provide the Promoter(s) with customary warranties in connection with the title to the Investor Shares and legal authority and capacity of the Investors to transfer the Investor Shares. If such sale is not completed in the manner and the timelines in this Article 14(c)(ii) solely on account of any of the Promoters failing to complete actions required on their part to complete such sale, the Investors shall have the right to sell the Investor Shares to a Person who is not a Competitor, together with all the rights of the Investors under these Articles, and without any restriction whatsoever.
- (iii) For the avoidance of doubt, the provisions of Article 14(c)(i), Article 14(c)(i)(B) and Article 181(c)(ii) shall *mutatis mutandis* apply in the event any of the Investors propose to Transfer their respective Equity Shares (including in exercise of their rights under Article 14(b)); provided that a (a) reference to Sale Notice under Article 14(c)(i), Article 14(c)(i)(B) and Article 14(c)(ii) shall be deemed to be a reference to "Selling Investor Notice" and (b) a reference to Investor Shares under Article 14(c)(i), Article 14(c)(i)(B) and Article 14(c)(ii) shall be deemed to mean a reference to "Selling Investor Sale Shares".

For the purpose of this Article, "**Selling Investor Notice**" shall mean a written notice issued by the Investors setting out the number of Investor Shares that are proposed to be sold by the Investors (such Investor Shares, the "**Selling Investor Sale Shares**").

- (d) IPO or Offer for Sale: Pursuant to the exercise by the Investors of their right under Article 14(b) above, the Investors shall have the right to require the Company to list the Equity Shares of the Company on a Stock Exchange whether through an IPO or an Offer for Sale. In the event, the Investors elects to exercise their IPO or Offer for Sale right, then the Investors may subject to applicable Law, proceed to list the Equity Shares of up to all the Equity Shares held by the Investors at the relevant time, in the same manner as provided under Article 15(c)(ii), and the Company and the Promoters shall actively support such IPO or Offer for Sale and for this purpose, take all such actions as the Investors may request. For the purpose of any IPO or Offer for Sale, the Board shall appoint a Merchant Banker, who shall determine the price at which the Equity Shares are to be listed. On such determination, if the Investors desire to list their respective Equity Shares pursuant to an IPO or Offer for Sale, then the Promoters shall co-operate with the Investors and further, the Promoters shall (if required) offer such additional Equity Shares together with the Investors as required by Law or cause the Company to issue such additional Equity Shares, such that the non-promoter shareholding in the Company's share capital as required under applicable Laws is achieved post-IPO. In the event, the Investors, pursuant to this Article 14(d) requires the Company to provide an exit through an Offer for Sale and thereafter decides not to make any Offer for Sale pursuant to the determination of the offer price by the Merchant Banker (appointed under this Article 14(d)), then the cost incurred by the Company in connection with the determination of offer price including the cost incurred in relation to the appointment of Merchant Banker under this Article 14(d) shall be borne by the Parties in proportion to the proceeds that such Party was entitled to receive in such proposed Offer for Sale if such proposed Offer for Sale was successful. Article 13(a), Article 15(d),

Article 15(e), Article 15(f), and Article 15(g) shall also be applicable to any IPO and/or Offer for Sale under this Article 14(d).

15. INITIAL PUBLIC OFFERING

- (a) The Company shall immediately take steps to file for the completion of an IPO in the event of any of the following occurring:
 - (i) the Board of the Company taking a decision to file for an IPO, subject to compliance with Article 13(a)(ii); or
 - (ii) pursuant to Article 14 above.
- (b) Subject to Article 6(c), the Company shall determine the following matters in connection with its IPO and/or Offer for Sale, subject to the rights of the Investors as provided in these Articles:
 - (i) whether the public offering shall be by a fresh issue of Shares by the Company and/or an offering for sale by the Shareholders.
 - (ii) the price at which the Shares shall be issued / offered to the public.
 - (iii) the quantum of Shares to be comprised in the issue / offering including that of the Parties.
 - (iv) appointment of lead managers, registrars, financial advisors, issue managers and other intermediaries
- (c) In the event that the IPO contemplates an Offer For Sale, the proportion of Equity Shares offered in such Offer For Sale will be as follows:
 - (i) in the event that the Offer For Sale is to be undertaken, and completed within the fourth anniversary of the Effective Date, then the Promoters and the Investors shall be entitled to participate in such Offer For Sale to the extent of their Pro Rata Share;
 - (ii) in the event that the Offer For Sale is to be undertaken, and completed at any time after the expiry of the fourth anniversary of the Effective Date, the Investors shall, have the right to offer all the Equity Shares held by the Investors at the relevant time in such Offer for Sale and the Promoters shall have the right to offer the Equity Shares held by them respectively after the Investors have offered all the Equity Shares held by the Investors, and further the Company and the Promoters shall actively support such Offer for Sale.
- (d) The Investors shall not be considered as a 'promoter' of the Company and therefore the Investor's Shares shall not be subject to any lock-in conditions applicable to promoters under applicable Law, for and after the IPO. In such IPO, the Promoters shall (on a several basis) be considered as a 'promoter' of the Company and therefore subject to any lock-in conditions applicable to promoters under applicable Law, for and after the IPO.
- (e) Subject to applicable Laws, in the event of a public listing being conducted outside India, then the Investors shall be entitled to negotiate customary registration rights with the Company as set out in Article 10 above.
- (f) The Company and the Promoters shall severally do the following:

- (i) The Promoters shall exercise their respective voting rights (at the Board and Shareholder levels), and to cause the Board to take all steps necessary for the Company to undertake such IPO, to enable the Investors to transfer their respective Equity Shares (or any part thereof) through such IPO, including but not limited to, preparing and signing the relevant offer documents, conducting road shows, entering into such documents, providing all necessary information and documents necessary for preparing the offer document, obtaining such regulatory or other approvals and doing such further reasonable acts or deeds as may be necessary or are customary in transactions of such nature, or do all acts necessary to facilitate such a sale by the Investors.
 - (ii) Ensure that the total offer of shares to the public shall constitute not less than such percentage (as prescribed under the then prevalent rules and Laws) of the total post issue paid-up share capital of the Company to comply as is necessary with the listing requirements of the concerned Stock Exchanges and the concerned regulatory authority.
 - (iii) Provide all material information and ensure compliance with all applicable provisions under the Act, guidelines issued by the SEBI, the listing agreement of the relevant Stock Exchange(s) and other regulations existent at the time of the IPO.
 - (iv) Unless otherwise contemplated herein, all expenses in connection with an IPO shall be borne by the Company.
 - (v) If necessary, obtain permission from banks/financial institutions for the Company to make an IPO, pursuant to the terms of the documents relating to the availing of financial assistance between the Company and the said banks/financial institutions.
- (g) In case of a successful IPO and/ or Offer for Sale, all costs and expenses in relation to such IPO and/or Offer for Sale shall be borne by the Company and each of the Shareholders participating in such IPO and/or Offer for Sale in proportion to the proceeds received by the Company (to the extent of its fresh equity issuance) and such Shareholders pursuant to such IPO and/or Offer for Sale.
 - (h) Notwithstanding anything contained in these Articles, the provisions of this entire Article 15 shall be subject to the affirmative vote of the Investors in accordance with the provisions of Article 13(a).

16. **INSURANCE AND INDEMNITY**

- (a) The Company shall, from the Effective Date or such other later date as may be mutually agreed between the Company and the Investors, maintain a suitable directors' and officers' liability insurance cover for all Directors (including Investors Nominee Directors), as mutually agreed between the Parties, subject to a minimum insurance cover of INR 40,00,00,000 (Indian Rupees Forty Crores), reasonable insurance premium and applicable laws of India.
- (b) Indemnification of Investors Nominee Director(s):

Subject to the provisions of the Act, the Company shall indemnify the Investors Nominee Directors against:

- (i) any act, omission or conduct of or by the Company as a result of which, in whole or in part, such Investors Nominee Director(s) is made a party to, or otherwise incurs any loss pursuant to, any action, suit, claim or proceeding arising out of or relating to any such conduct; or

- (ii) contravention of any Law by the Company.

17. OTHER MATTERS

- (a) The key management team of the Company shall comprise of the managing director, the chief executive officer, the chief financial officer, and such other officer as may be decided by the Board (“**Key Management Team**”). Each of the Investor and the Promoters shall be entitled to reasonably request for the appointment or replacement of a member of the Key Management Team by way of notice in writing to the Board, along with reasons for such request. In the event the Board determines that such an appointment or replacement is acceptable, the Board may, subject to Article 13(a)(xx), approve the appointment or replacement of a member of the Key Management Team, and in such an event, the Promoters and the Investors shall extend all reasonable cooperation as may be required to implement such change(s) to the Key Management Team.
- (b) In the event the Investors or any of their respective Affiliates has any equity interest in a company (“**Investee Company**”) carrying on business similar to the business of the Company, then the relevant Investors shall – (i) not appoint common directors or observers on the Board and such Investee Company, without the approval of the Company; (ii) maintain the confidentiality of the information relating to the Company and its business in accordance with this Agreement, and ensure that such information is not disclosed to the Investee Company.
- (c) During the term of the Agreement (until terminated in accordance with the Agreement), the Parties shall at all times do all such acts, deeds and things as may be necessary to ensure that these Articles reflect in substantive terms, the provisions of the Agreement.

18. INVESTORS’ LIQUIDATION PREFERENCE

Subject to applicable Law, upon occurrence of a Liquidation Event, the Investors will have liquidation rights senior to all other outstanding Equity Shareholders of the Company. Accordingly, in a Liquidation Event, the Investors will be entitled to receive, in preference to other holders of Equity Shares, subject to applicable Law, an amount equal to the Purchase Consideration plus any accrued or declared but unpaid dividends.

19. ASSIGNABILITY

- (a) Save and except as permitted under these Articles, none of the Parties shall be entitled to assign their rights and obligations under these Articles to a third party without the prior written consent of all the other Parties.
- (b) Notwithstanding anything to the contrary contained herein or elsewhere, no Investor shall be entitled to transfer any of the Investor Shares or assign its rights and obligations under these Articles to a Competitor.
- (c) Notwithstanding anything else in these Articles, but subject to Article 19(b), the Investors and the Promoters (in accordance with Article 7(f)) shall be entitled to assign its rights and obligations under these Articles to an Affiliate only in the event such Affiliate executes a Deed of Adherence.
- (d) In the event that Investors becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of the Agreement (and any interest and obligation in or under, and any property securing,

the Agreement) from the Investors will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Agreement (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States. In the event the Investors or any of their Affiliates becomes subject to a proceeding under a U.S. Special Resolution Regime, any Default Rights (as defined in 12 C.F.R. § 252.81 (“**Default Right**”)) under the Agreement that may be exercised against the Investors are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Agreement were governed by the laws of the United States or a state of the United States.

20. **FALLAWAY OF RIGHTS**

- (a) If the Investors (collectively and together with their Affiliates (if any)) cease to hold at least 5% (five percent) of the total issued and subscribed share capital of the Company (on a Fully Diluted Basis), the Investors shall cease to enjoy the rights provided to them under the Agreement and Part II of these Articles.
- (b) If any of the Promoters (together with its Affiliates) cease to hold at least 5% (five percent) of the total issued and subscribed share capital of the Company (on a Fully Diluted Basis), such Promoter shall cease to enjoy the rights provided to it under the Agreement and Part II of these Articles.

PART III

1. The provisions of Articles 1 to 26 in Part III of these Articles shall apply in accordance with their terms. All cross references in this Part III of these Articles shall apply only to the Articles of this Part and not provisions of Part I and II of these Articles.
2. Notwithstanding anything to the contrary but subject to Applicable Law, (a) in the event of any conflict or inconsistency between any provisions of Part I and the provisions of Part III of these Articles, the provisions of Part III shall supersede the conflicting provisions under Part I of these Articles; and (b) in the event of any conflict or inconsistency between the provisions of Part II and Part III of these Articles, the provisions of Part II shall supersede the conflicting provisions under Part III of these Articles unless the Investor Group have consented to, or waived in writing to the applicability of the conflicting provisions of Part II, and in which case, the provisions of Part III of these Articles shall supersede the conflicting provisions under Part II of these Articles.

DEFINITIONS AND PRINCIPLES OF INTERPRETATION

3. Definitions

3.1 Capitalised terms as used in these Articles of Part III, unless repugnant to the meaning or context thereof, shall have the meanings (a) as indicated in this Article 3.1; (b) if not defined in this Article 3.1, as assigned to such terms in the other provisions of these Articles of Part III. Any term not defined in these Articles of Part III shall have the meaning as is commonly understood in India under Applicable Law and within the spirit of these Articles of Part III.

- (a) "**Adjourned Meeting**" shall have the meaning given to in Article 16(c).
- (b) "**Adjourned Shareholders Meeting**" shall have the meaning given to in Article 18.2.
- (c) "**Affected Group**" shall have the meaning given to in Article 13.4.
- (d) "**Affiliate**" of a Promoter ("**Subject Person**") shall mean any Person, which directly or indirectly, either Controls, or is Controlled by, or is under the common Control with such Subject Person, provided that:
 - (i) the Company shall not be deemed to be an Affiliate of any of the Promoters;
 - (ii) where a Subject Person is a natural person, his Affiliates shall include (a) his Relatives (as defined in the Act); and (b) any family trust in which the Subject Person is a beneficiary;
 - (iii) if a Subject Person is a family trust then the beneficiaries of such family trust will also be deemed to be an Affiliate of such family trust; and
 - (iv) all family trusts which are settled by natural Persons who are members of one Existing Shareholders Group shall also be deemed to be an Affiliate of one another.
- (e) "**Applicable Law(s)**" means with respect to each Promoter, all applicable laws, statutes, enactments, acts of legislature or parliament, directives, by-laws, rules, regulations, orders, ordinances, provisional attachments, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements, or official directive of any Governmental

Authority or Person acting under the authority of any Governmental Authority, whether in effect on the Execution Date or thereafter.

- (f) **“Articles”** or **“Articles of Association”** means the Articles of Association of the Company.
- (g) **"Board"** or **"Board of Directors"** means the board of directors of the Company, as constituted from time to time in accordance with these Articles.
- (h) **“Brar Group”** means Davinder Singh Brar (**“DSB”**) and his Affiliates who hold Securities from time to time.
- (i) **"Brar Group Executive Partner"** has the meaning given to it in Article 24.1.
- (j) **“Business”** means the entire business, commercial or other activities of the Company undertaken either by itself, or through its Subsidiaries, including the business of Medicinal Chemistry, Biology, Collaborative Research, Clinical Pharmacology, Clinical Operations and Data Management.
- (k) **"Business Day"** means any day of the week (excluding Sundays and public holidays) on which commercial banks are open for business in Hyderabad, India.
- (l) **"Chairman"** has the meaning given to it in Article 15.
- (m) **"Charter Documents"** means the Memorandum and Articles of Association of the Company.
- (n) **“Company”** means Aragen Life Sciences Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot No. 28 A, IDA Nacharam, Hyderabad 500 076, India.
- (o) **“Competing Entity”** shall mean any entity that competes with the businesses undertaken by the Company and/or its subsidiaries.
- (p) **“Control”** (including, with its correlative meanings, the terms “is controlled by” or “under common control with”), as used with respect to any Person, includes the power to direct the management and policies of a Person, whether by way of contract or otherwise and (i) in the case of corporate entities, direct or indirect ownership of more than 25% (twenty five percent) of the stock or voting shares, and (ii) in the case of other entities, direct or indirect ownership of more than 25% (twenty five percent) of the equity interest.
- (q) **“Deadlock Drag”** has the meaning given to it in Article 11.9.
- (r) **“Deadlock Drag Price”** has the meaning given to it in Article 11.9(b).
- (s) **"Deed of Adherence"** shall be the deed of adherence agreeing to be bound by the terms of these Articles as set forth in Schedule III of the Shareholders Agreement.
- (t) **"Director"** means a director on the Board, from time to time.
- (u) **“Drag Along Right”** has the meaning given to it in Article 11.1.

- (v) “**Drag Along Securities**” has the meaning given to it in Article 11.1.
- (w) “**Drag Sale**” has the meaning given to it in Article 11.1.
- (x) “**Drag Sale I**” has the meaning given to it in Article 11.1.
- (y) “**Drag Sale II**” has the meaning given to it in Article 11.1.
- (z) “**Drag Sale III**” has the meaning given to it in Article 11.1.
- (aa) “**Drag Sale Notice**” has the meaning given to it in Article 11.3.
- (bb) “**Drag Sale Price**” has the meaning given to it in Article 11.3.
- (cc) “**Drag Sale Terms**” has the meaning given to it in Article 11.3.
- (dd) “**Dragged Shareholders**” has the meaning given to it in Article 11.1.
- (ee) “**Dragging Shareholders**” has the meaning given to it in Article 11.1.
- (ff) “**Equity Shares**” or “**Shares**” shall mean the equity shares of the Company of a face value of Rs. 10 (Rupees Ten) each.
- (gg) “**Encumbrance**” means any form of legal or equitable security interest, including but not limited to any mortgage, lien, charge, pledge, title retention, right to acquire, voting agreement, security interest, hypothecation, right of first refusal, or restrictions or limitation of a similar nature, any preference arrangement (including title transfers and retention arrangements or otherwise), and any other encumbrance or similar condition whatsoever or an agreement to do any of the foregoing or any other arrangements having similar effect, in each case, whether created voluntarily or involuntarily on account of operation of Applicable Law.
- (hh) “**Equity Proportion**” means: (i) in relation to a Shareholder, the total number of Securities held by that Shareholder on a fully diluted basis, divided by the total number of outstanding Securities on a fully diluted basis, as the case may be, from time to time, and (ii) in relation to a Promoter Group, the total number of Securities held by all members of such Promoter Group taken together on a fully diluted basis, divided by the total number of outstanding Securities on a fully diluted basis, as the case may be, from time to time; and in both cases of (i) and (ii), expressed as a percentage; provided that, in computing the “Equity Proportion” of a Shareholder or a Promoter Group, as the case may be, all fractional entitlements of such Shareholder/ Promoter Group shall always be rounded-up to the nearest whole number.
- (ii) “**Execution Date**” shall mean the date of execution of the Promoter SHA.
- (jj) “**Executive Partner**” shall mean the Brar Group Executive Partner or the Reddy Group Executive Partner, as the case may be.
- (kk) “**Financial Year**” means any year commencing on April 1 and ending on March 31 of the next year.
- (ll) “**Governmental Authority**” means any central, union, state, local or other statutory,

governmental, administrative, regulatory, monetary, fiscal, judicial or quasi-judicial authority or self-regulating authority or agency, government department, commission, board, tribunal, court, taxing authority, stock exchange, central bank or other entity, including the Reserve Bank of India, Securities and Exchange Board of India, Competition Commission of India or any other law making or executing entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other sub-division thereof or any municipality, district or other sub-division thereof.

- (mm) “**GSASPL**” means GOLDMAN SACHS ASIA STRATEGIC PTE. LTD., incorporated under the laws of Singapore and having its registered office at 1 Raffles Link, #07-01 One Raffles Link, Singapore 039393, and shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;
- (nn) “**GVK Davix Technologies Private Limited**” is a private limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot No. 28 A, IDA Nacharam, Hyderabad 500076, India.
- (oo) “**Impacted Group**” shall have the meaning given to in Article 17.2.
- (pp) “**Investor Group**” means Investors or any other Person who (a) is neither a Promoter nor an Affiliate of a Promoter or an employee of the Company, and (b) holds Securities and is a party to a shareholders / voting agreement (by whatever name called) with the Promoters.
- (qq) “**Investors**” mean collectively GSASPL, WSCP8, WSCP8E and WSCP8P.
- (rr) “**Managing Director**” has the meaning given to it in Article 15.
- (ss) “**Medicinal Chemistry**” involves the identification, synthesis, and developments of New Chemical Entities suitable for therapeutic use. It also includes the study of structure activity relationship.
- (tt) “**Memorandum of Association**” means the Memorandum of Association of the Company.
- (uu) “**New Buyer**” has the meaning given to it in Article 11.1.
- (vv) “**New Deadlock Drag Price**” has the meaning given to it in Article 11.9(c).
- (ww) “**Nominating Group**” has the meaning given to it in Article 16.2.
- (xx) “**Obligated Shareholders**” has the meaning given to it in Article 11.1.
- (yy) “**Offer Notice**” has the meaning given to it in Article 9.1.
- (zz) “**Offer Period**” has the meaning given to it in Article 9.2.
- (aaa) “**Offer Price**” has the meaning given to it in Article 9.1.
- (bbb) “**Offer Shares**” has the meaning given to it in Article 9.1.
- (ccc) “**Original Shareholders Meeting**” has the meaning given to it in Article 18.2.

- (ddd) "**Parent Party**" has the meaning given to it in Article 8.1.
- (eee) "**Person(s)**" means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organisation.
- (fff) "**Promoters Dispute**" has the meaning given to it in Article 22.2.
- (ggg) "**Promoters**"/ "**Promoter Group**" shall mean GVK Davix Technologies Private Limited, and the Brar Group or the Reddy Group, as the case may be.
- (hhh) "**Promoter SHA**" means an agreement entered into by and between the Promoters.
- (iii) "**Proposed Transferee**" has the meaning given to it in Article 9.1.
- (jjj) "**Purchasing ROFR Shareholder**" has the meaning given to in Article 9.2.
- (kkk) "**Reddy Group**" means Reddy Investment Trust and its Affiliates that hold Securities from time to time.
- (lll) "**Reddy Group Executive Partner**" has the meaning given to it in Article 24.2.
- (mmm) "**Reddy Investment Trust**" means a family trust settled in accordance with the trust deed dated March 19, 2020 executed under the provisions of the Indian Trusts Act, 1882, and represented by its trustee, Gunapati Aparna Reddy.
- (nnn) "**Regulatory Action**" shall mean any action, attachment, audit, report, examination, investigation, litigation, or proceeding (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, and whether public or private) commenced, brought, conducted or heard by or before any Governmental Authority in accordance with Applicable Laws.
- (ooo) "**Regulatory Disability**" has the meaning given to it in Article 13.4.
- (ppp) "**Relevant Affiliate**" has the meaning given to it in Article 8.1.
- (qqq) "**Relevant Provisions**" has the meaning given to it in Article 5.2.
- (rrr) "**Response Period**" shall have the meaning given to in Article 9.2.
- (sss) "**ROFR Shareholders Group**" has the meaning given to it in Article 9.1.
- (ttt) "**ROFR Shareholder Tag Shares**" has the meaning given to in Article 10.1.
- (uuu) "**Scheduled Offence**" shall have the meaning as defined under the Prevention of Money Laundering Act, 2002, as amended from time to time.
- (vvv) "**Securities**" means Shares, and any other securities (of whatever class or denomination) issued by the Company from time to time and including securities which are convertible/ exchangeable into Equity Shares in accordance with the terms of their issuance and Applicable Laws.

- (www) **“Shareholders Agreement”** shall mean the shareholders’ agreement dated April 9, 2021 entered into amongst the Company, Investors, GVK Davix Technologies Private Limited, DSB and Reddy Investment Trust, and as amended from time to time and shall include all the schedules, annexures and exhibits to the Shareholders Agreement.
- (xxx) **“Shareholder”** means a duly registered holder of Securities, from time to time.
- (yyy) **“Tag Along Notice”** has the meaning given to it in Article 10.1.
- (zzz) **“Tag Along Right”** has the meaning given to it in Article 10.1.
- (aaaa) **“Tag Along Shares”** has the meaning given to it in Article 10.1.
- (bbbb) **“Third Party”** means any Person that is not a Promoter / Promoter Group or Investor Group or the Company.
- (cccc) **“Transfer”** (including the terms **“Transferred by”** and **“Transferability”**) shall mean and include all cases of direct and/or indirect transfer, sale, gift, attachment, assignment, Encumbrance or any other transaction whether or not voluntarily undertaken, which creates or results in an Encumbrance or restricts a Promoter’s ability to own, hold, and enjoy its rights under these Articles and/or Applicable Law.
- (dddd) **“Transferor”** has the meaning given to it in Article 9.1.
- (eeee) **“Trigger Event”** has the meaning given to it in Article 11.1.
- (ffff) **“Vice Chairman”** has the meaning given to it in Article 15.
- (gggg) **“Voting Disability”** has the meaning given to it in Article 17.2.
- (hhhh) **“WSCP8”** means WSCPVIII (SINGAPORE) PTE. LTD., incorporated under the laws of Singapore and having its registered office at 1 Raffles Link #07-01 One Raffles Link, Singapore 039393, and shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.
- (iiii) **“WSCP8E”** means WSCPVIII EMP (SINGAPORE) PTE. LTD., incorporated under the laws of Singapore and having its registered office at 1 Raffles Link #07-01 One Raffles Link, Singapore 039393, and shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.
- (jjjj) **“WSCP8P”** means WSCPVIII PARALLEL (SINGAPORE) PTE. LTD., incorporated under the laws of Singapore and having its registered office at 1 Raffles Link #07-01 One Raffles Link, Singapore 039393, and shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

4. **Interpretation**

In these Articles:

- 4.1 The descriptive headings of these Articles are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of these Articles.

- 4.2 Any reference to Applicable Law shall be deemed to include a reference to such Applicable Law as is re-enacted, modified, or amended from time to time; and any subordinate legislation, rule or regulation made under the relevant statute.
- 4.3 Unless the context otherwise requires, (i) words importing the masculine gender shall also include the feminine gender and vice versa; and (ii) the use of the singular shall include the plural and vice-versa.
- 4.4 References to a particular Article, paragraph, sub-paragraph, or annexure shall, except where the context otherwise requires, be a reference to that Article, paragraph, sub-paragraph, or annexure in or to these Articles.
- 4.5 The words "include" and "including" are to be construed without limitation.
- 4.6 Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Business Day if the last day of such period is not a Business Day.
- 4.7 Unless otherwise specified, whenever any payment is to be made or action taken under these Articles is required to be made or taken on a day other than a Business Day such payment shall be made or action taken on the next Business Day.
- 4.8 The terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to these Articles as a whole.
- 4.9 Any approval or waiver required under these Articles shall be effective only if given in writing.
- 4.10 Any reference to "writing" means printing, typing, email, facsimile, lithography and other means of reproducing words in a permanent visible form (but excluding text messages by phone) and subject to compliance with these Articles relating to notices or other communication between the Promoters.
- 4.11 These Articles has been jointly drafted by the Promoters and any rule of statutory interpretation permitting interpreting these Articles against a Promoter Group that has primarily been responsible for drafting these Articles shall not be applicable to these Articles.
- 4.12 Where any consent or approval is required from a Promoter Group for any purposes specified under these Articles, then such consent or approval shall be deemed to have been validly provided by and on behalf of, (a) the Brar Group, if such consent or approval is provided in writing by the Brar Group Executive Partner, and (b) the Reddy Group, if such consent or approval is provided in writing by the Reddy Group Executive Partner, and in each case of (a) and (b), any consent or approval once granted by the relevant Executive Partner for and on behalf of the relevant Promoter Group, as the case may be, will be binding on the respective members of that Promoter Group in accordance with the provisions of Article 24; and
- 4.13 An exercise or breach by the Promoter Group of its rights, obligations, covenants, or undertakings herein under shall be deemed to be a collective exercise or breach by that Promoter Group of their rights, obligations, covenants, or undertakings herein under.

5. **Commitments of the Promoters**

5.1 The Promoters agrees and undertakes to one another and the Company:

- (a) to perform and observe all of the provisions of the Memorandum of Association and the Articles;
- (b) to procure that (i) every person for the time being representing a member of its Promoter Group, and (ii) every person appointed as a Director in terms of these Articles, shall exercise any power to vote or cause the power to vote to be exercised, at any meeting of the Shareholders or the Board, as the case may be, so as to enable the approval of any and every resolution necessary or desirable to procure that the affairs of the Company are conducted in accordance with and otherwise to give full effect to these Articles, and likewise so as to ensure that no resolution is passed which is not in accordance with the provisions of these Articles; and
- (c) to cause its Affiliates to comply with the provisions of Article 5.1.

5.2 The Promoters agree that in case of any direct conflict or inconsistency between any provision under the Promoter SHA and the provisions under the Shareholders Agreement (and the corresponding provision in these Articles as the case may be), (collectively, the “**Relevant Provisions**”), the Relevant Provisions shall supersede the conflicting provisions under the Promoter SHA unless the Investor Group has consented to, or waived in writing the applicability of the conflicting provisions under the Promoter SHA to the Company.

TRANSFER OF SHARES

6. **Restriction on Transfer**

- 6.1 Each Promoter Group covenants and agrees with the Company and the other Promoter Group that neither it nor any of its Affiliates that hold any Securities, shall whether voluntarily or in any other manner, (a) create an Encumbrance on any of its Securities except as created by the provisions of these Articles, or (b) Transfer or attempt to Transfer any of their Securities or voting interests or economic rights therein, to any Person except as expressly permitted under these Articles. The Company and each of the Promoter Groups agree and acknowledge that any breach by a Promoter Group of the provisions of these Articles 6 to 11 shall entitle the remaining Promoter Group to exercise its rights under Article 11 (*Drag Along Right*).
- 6.2 The Promoters agree that the Transfer restrictions in these Articles shall not be capable of being avoided by the holding of Securities indirectly through a Person or an entity that can itself be sold in order to dispose of an interest in the Securities free of such restrictions.

7. **Procedures with Respect to Transfer of Shares**

- 7.1. Any attempted Transfer of Securities made by any Promoter in violation of these Articles shall be null and void. The Company shall restrict all Transfers that are not in compliance with these Articles and not record any such Transfers in its statutory registers. Accordingly, the Company shall: (i) not register such Transfer; and (ii) reject and reverse such Transfers made or attempted, *suo moto*, without necessity of Board decision and may institute proceedings for this purpose, if permitted by Applicable Law.

- 7.2. Neither the Board of Directors nor the Promoters shall approve or ratify any Transfer of Securities made in contravention of the prohibition contained in Articles 6 to 11 unless such Transfer is expressly permitted under the provisions of the Articles 6 to 11.

8. **Transfers to Affiliates**

- 8.1. A Promoter (such Promoter being hereinafter called the "**Parent Party**") may, at any time, subject to the provisions of this Article 8 and in compliance with Applicable Law, Transfer all or any of its Securities to one or more of its Affiliates ("**Relevant Affiliate**"). Any Promoter entitled to purchase Securities under Article 9 shall also have the right to designate a Relevant Affiliate(s) to purchase the Securities for monetary consideration or gift, in place of, and instead of such Parent Party in compliance with the provisions of Article 8.

- 8.2. The Relevant Affiliate shall execute in its name, the Deed of Adherence, prior to the acquiring the Securities.

9. **Rights of First Refusal** Subject to Article 6, at any time, any or all the members of a Promoter Group ("**Transferor**") may Transfer to any Third Party ("**Proposed Transferee**") any or all of the Securities or voting interests therein owned by it (the "**Offer Shares**") to the Proposed Transferee. Subject to the aforementioned, a Transferor desiring to Transfer the Offer Shares to a Proposed Transferee shall first make an offer for the sale of the Offer Shares to the other Promoter Group ("**ROFR Shareholders Group**") by a notice mentioning therein: - (a) the total number of Offer Shares, (b) the price at which the Proposed Transferee proposes to purchase the Offer Shares (the "**Offer Price**"); and (c) any other terms and conditions in connection therewith, including any document executed between the Transferor and/or the Proposed Transferee (whether binding or non-binding by whatever name called) in relation to the Offer Shares ("**Offer Notice**").

- 9.2. Within 90 (ninety) Business Days from receipt of the Offer Notice ("**Response Period**"), all or any member of the ROFR Shareholders Group may by notice to the Transferor elect to purchase all of the Offer Shares at the Offer Price within a maximum period of 90 (ninety) Business Days from the date of expiry of the Response Period ("**Offer Period**"). Upon election to purchase the Offer Shares at the Offer Price by any of the ROFR Shareholders Group ("**Purchasing ROFR Shareholder**"), the purchase shall subject to the provisions of Article 9.3, conclude within the Response Period in accordance with the provisions of Article 9.4.

- 9.3. Within 10 (ten) Business Days from the Purchasing ROFR Shareholder electing to purchase the Offer Shares, the relevant parties may by mutual agreement nominate a Third Party to be appointed as an escrow agent for the closing of the Transfer of the Offer Shares. Upon appointment of the escrow agent and opening of the escrow account, (a) the Transferor shall promptly deposit the Offer Shares in the escrow account opened with the escrow agent along with duly executed transfer deeds for the Offer Shares, provided that, if the Offer Shares are in dematerialized form, the Transferor shall place in the escrow account duly signed appropriate instructions to its depository participant to give effect to the Transfer of the Offer Shares to the relevant ROFR Shareholders Group, and (b) the Purchasing ROFR Shareholder shall promptly deposit the entire consideration payable for the Offer Shares at the Offer Price as specified in the Offer Notice, and in both cases of (a) and (b) along with the necessary authorisations/instructions in favour of the aforementioned escrow agent to release the Offer Shares and the consideration in accordance with Article 9.4.

- 9.4 On the proposed date of closing of the Transfer of the Offer Shares (being any of the Business Days within the Offer Period as mutually agreed between the relevant parties), the aforesaid escrow agent as authorised on behalf of the relevant parties, will (a) transfer and/or release, upon written notification to the Transferor and the Purchasing ROFR Shareholders, all the Offer Shares to the Purchasing ROFR Shareholders, and (b) the entire consideration payable for the Offer Shares at the Offer Price, to the Transferor. The cost and expenses for enforcing the escrow arrangement (including, the escrow agent's fees) will be equally borne and paid by both the respective transferor and the transferee.
- 9.5 If no member of the ROFR Shareholders Group elects to purchase all the Offer Shares from the Transferor within the Response Period, or if the purchase is not concluded within the Offer Period solely on account of a default by the Purchasing ROFR Shareholder, then the Transferor shall be at a liberty to sell all, but not less than all, of the Offer Shares to any Third Party within a period of 90 (ninety) Business Days from the expiry of the Offer Period, at a price not lower than the Offer Price and on terms and conditions not more favourable than those contained in the Offer Notice.
10. **Tag-Along Rights**
- 10.1 In the event no member of the ROFR Shareholders Group exercises the Right of First Refusal specified in Articles 9.1 to 9.5, then such ROFR Shareholder Group shall have a separate right (but not an obligation) of co-sale in a sale of the Offer Shares (the "**Tag Along Right**") by the Transferor to a Third Party in the manner provided in this Article 10. With respect to any Transfer proposed by any Transferor to a Third Party under Article 9.1, the ROFR Shareholders Group may, by notice to the Transferor within the Response Period, require the Transferor to ensure that the Proposed Transferee shall also purchase the Tag Along Shares at the same price and on the same terms on which the Proposed Transferee is purchasing the Offer Shares (hereinafter the "**Tag Along Notice**"). The Tag Along Shares will mean the aggregate of such number of Securities then held by the ROFR Shareholder Group as is equivalent to the proportion that the Offer Shares bear to, all the Securities then held by the Transferor ("**ROFR Shareholder Tag Shares**" or the "**Tag Along Shares**").
- 10.2 If a member of the ROFR Shareholders Group exercises the Tag Along Right, the Transfer of the Offer Shares by the Transferor to the Proposed Transferee shall be conditional upon such Proposed Transferee acquiring the Tag Along Shares simultaneously with the acquisition of the Offer Shares, and on the same terms and conditions set forth in the Tag Along Notice. The Transferor undertakes that upon receipt of a Tag Along Notice, it shall require the Proposed Transferee to purchase all of the Tag Along Shares at the Offer Price, simultaneously with sale of the Offer Shares, and upon the same terms and conditions as applicable to the Offer Shares.
- 10.3 If (a) no member of the ROFR Shareholders Group exercises its Right of First Refusal provided in Articles 9.1 to 9.4, or (b) the ROFR Shareholders Group does not exercises its Tag Along Right in accordance with this Article 10, then the Transferor may sell or Transfer the Offer Shares to the Proposed Transferee in compliance with the provisions of Article 9.4.
- 10.4 Prior to a Proposed Transferee purchasing the Securities from a Transferor in accordance with the terms of these Articles, or subscription by a Proposed Transferee to any of the Securities in accordance with the terms of these Articles, such Proposed Transferee shall agree to be bound by the terms and conditions of these Articles, and execute the Deed of Adherence.

10.5 It is clarified as under:

- (a) If the Offer Shares and the ROFR Shareholder Tag Shares do not constitute all the Securities then held by the Transferor and the ROFR Shareholders Group respectively, then (i) the Proposed Transferee shall not be entitled to exercise any of the rights under these Articles as available to the Transferor and/or the ROFR Shareholders Group as the case may be; and (ii) the Transferor, the ROFR Shareholders Group and the Proposed Transferee shall continue to be bound by all the terms of these Articles; and
- (b) If the Offer Shares and the ROFR Shareholder Tag Shares constitute all the Securities then held by the Transferor and the ROFR Shareholders Group respectively, then (i) the Proposed Transferee shall be entitled to individually exercise all of the rights available to the Transferor and the ROFR Shareholders Group under these Articles, including the rights to nominate Directors in accordance with Article 14.2.

11. **Drag Along Right**

- 11.1 Pursuant to (a) filing of a charge sheet or a complaint before an appropriate court / Governmental Authority with respect to commission of a Scheduled Offence, or (b) initiation of any other Regulatory Action under any Applicable Law against a Promoter Group (or a member of a Promoter Group) (the “**Obligated Shareholder**”) for alleged non-compliance with the provisions of Applicable Law, or (c) breach of Article 6 (*Restriction on Transfer*) by an Obligated Shareholder, or (d) applicability of the provisions of Article 22.2 (*Dispute Resolution*) (each event under (a) to (d) being a “**Trigger Event**”), the remaining Promoter Group (the “**Dragging Shareholders**”) may at its option, and at any time, including prior to, simultaneously with or after the Trigger Event compel the Obligated Shareholder and any other Person forming part of the Promoter Group (“**Dragged Shareholders**”) to either: (i) Transfer all, and not less than all, of the Securities then held by the Dragged Shareholders (“**Drag Along Securities**”) along with all, and not less than all, of the Securities held by the Dragging Shareholders to a Third Party of its choice who is not an Affiliate of either of the Existing Shareholder Groups (“**New Buyer**”), and at a price not less than the price per Security offered by the New Buyer to the Dragging Shareholders (a “**Drag Sale I**”); or (ii) merge or consolidate the Company with a New Buyer (a “**Drag Sale II**”), or (iii) sell all or substantially all of the assets of the Company to a New Buyer (“**Drag Sale III**”, and together with a Drag Sale I, and Drag Sale II, a “**Drag Sale**”), and in each case of a Drag Sale, consummated in a single transaction or series of related transactions (the “**Drag Along Right**”).
- 11.2 Subject to Article 11.10, pursuant to exercise of the Drag Along Right by the Dragging Shareholders, the Dragged Shareholders shall: (a) in case of a Drag Sale I, sell their respective Drag Along Securities at the same price per Security as proposed to be Transferred by the Dragging Shareholders to the New Buyer, or (b) in case of a Drag Sale II, facilitate, and participate in the merger or consolidation of the Company with the New Buyer; or (c) in case of a Drag Sale III, facilitate, and participate in the sale of all or substantially all of the assets of the Company to the New Buyer, and in each case of (a), (b) or (c), on the same terms and conditions as acceptable to, and as applicable to, the Dragging Shareholders in relation to the relevant Drag Sale.
- 11.3 Upon the exercise of the Drag Along Right, the Dragging Shareholders shall send a written Notice (“**Drag Sale Notice**”) to the Dragged Shareholders, specifying:
 - (a) the details of the name and authorized representatives of the New Buyer;
 - (b) the nature of the Drag Sale, a summary of the material terms of such Drag Sale (the “**Drag**

Sale Terms”), and in case of Drag Sale I or Drag Sale II, the consideration that shall be payable per Drag Along Security (which shall not be less than the price per Security offered by the New Buyer to the Dragging Shareholders) (the “**Drag Sale Price**”); and

- (c) state that it is a Drag Sale Notice for the purposes of these Articles and that, subject to this Article 11, each Dragged Shareholder is required to participate in, and/or facilitate the relevant Drag Sale, as the case may be, on the Drag Sale Terms.

11.4 Subject to Article 11.10, following receipt of a Drag Sale Notice, each of the Dragged Shareholders must:

- (a) in case of Drag Sale I or Drag Sale II, as the case may be, simultaneously with the sale of Securities by the Dragging Shareholders, sell such number of their respective Drag Along Securities (as determined by the Dragging Shareholders and set out in the Drag Sale Notice in accordance with Article 11.3 above) for the Drag Sale Price and on the Drag Sale Terms; and
- (b) in case of any Drag Sale, take all necessary action (including such action as may be reasonably requested of them by the Dragging Shareholders) to cause the consummation of such Drag Sale, including: (i) exercising the voting rights attached to their Securities in favour of such Drag Sale; and (ii) not exercising any approval or voting rights, including any Reserved Matters in a manner contrary to the closing of the aforesaid Drag Sale transaction.

11.5 In case the Dragging Shareholders desire, it may nominate a Third Party, to be appointed as an escrow agent jointly by the Dragging Shareholder and the Dragged Shareholders, on terms agreeable to the Dragging Shareholders which will not be disadvantageous to the Dragged Shareholders. Upon appointment of the escrow agent, as aforesaid, the Dragged Shareholders, the Dragging Shareholders shall deposit and/or require the deposit of (as the case may be) the Securities held by them, respectively, in an escrow account opened with such escrow agent, along with duly executed transfer deeds for their respective Securities, provided that, if any of the Securities are in dematerialized form, both the Dragged Shareholders and the Dragging Shareholders, as the case may be, shall also place into the escrow account duly signed appropriate instructions to its depository participant to give effect to the Transfer of their Securities in favour of the New Buyer in order to smoothly consummate the Drag Sale. For purposes of giving effect to the Drag Sale, the aforesaid escrow agent will be authorised (on behalf of the Dragging Shareholders and the Dragged Shareholders) to Transfer and/or release, upon written notifications to the Dragging Shareholders, all the Securities (then) held in escrow in accordance with the Drag Sale Terms as instructed to it by the Dragging Shareholders. The cost and expenses for enforcing the escrow arrangement (including, the escrow agent’s fees) will be borne and paid pro rata by both the respective Shareholders selling their Securities. The relevant portion of the proceeds from the Drag Sale I or Drag Sale II (if applicable) (i.e. the Drag Sale Price multiplied by the number of Securities sold by: (a) the Dragging Shareholders, and (b) the relevant Dragged Shareholders, as the case may be shall be transferred to the respective bank accounts of the Dragging Shareholder, and the Dragged Shareholders, as the case may be.

11.6 All representations, warranties and indemnities required to be provided in connection with a Drag Sale, will be provided by the Company to the New Buyer, or by the Dragging Shareholders and the Dragged Shareholders pro rata to their Equity Proportion at the time of the Drag Sale. In addition, each of the Dragging Shareholders and the Dragged Shareholders shall severally provide representations and warranties relating to title to their respective Securities and their authority/capacity to sell their respective Securities.

- 11.7 The Promoters may with mutual agreement at any time and/or from time to time, including prior to a Trigger Event, pass appropriate resolutions to implement a Drag Sale at a future date. Additionally, upon exercise by the Dragging Shareholders of its Drag Along Right, each Promoter including the Dragged Shareholders, agrees and undertakes to the Dragging Shareholders and the Company that it shall, with respect to all the Securities which it owns or over which it otherwise exercises voting:
- (a) vote for approval of the Drag Sale and oppose all and any other proposals that could be expected to delay or impair the ability of the Dragging Shareholders or the Company to consummate such Drag Sale at a Board or Shareholders' meeting (or by proxy or circular resolution or by written consent, as applicable); and
 - (b) execute and deliver all necessary documentation and take such other action in support of the Drag Sale as shall reasonably be requested by the Dragging Shareholders.
- 11.8 It is clarified that the provisions of this Article 11 shall be specifically enforceable at the instance of the Dragging Shareholders and will supersede any rights or remedies available to a Shareholder or a Third Party under Applicable Law. The Promoters agree and acknowledge that a Dragging Shareholder will suffer immediate, material, immeasurable, continuing and irreparable damage in the event of any material breach of the provisions of this Article 11 and accordingly, a Dragging Shareholder may at its option and in addition to any and all other legal or equitable remedies available to it shall be entitled to seek specific performance against the Dragged Shareholders for performance of its obligations under this Article 11. If an Obligated Shareholder does not comply with the provisions of this Article 11 and/or Transfers any of its Securities to a Third Party in breach of the Drag Along Right, then such Transfer shall be null and void, and the Company shall not recognise or record such Third Party transferee as a Shareholder in the registers of the Company. It is clarified that a Dragged Shareholder will not be entitled to exercise any of its Reserved Matters for either (a) blocking or delaying a Drag Sale or (b) deciding on, or stipulating any of the terms and conditions associated with the Drag Sale. For the avoidance of doubts, it is clarified that a Promoter Group which is a Dragged Shareholder will always be bound to act in accordance with the provisions of Article 11.
- 11.9 Notwithstanding the provisions of Articles 11.1 to 11.8 above, any Drag Along Right initiated pursuant to the provisions of Article 22.2 (“**Deadlock Drag**”) shall always be subject to the following principles and as mentioned in Article 11.10:
- (a) For the purposes of Article 11.1 to 11.8, the Existing Shareholder Group which exercises the Deadlock Drag will be the Dragging Shareholder, and the other Existing Shareholder Group will be the Dragged Shareholder.
 - (b) a Deadlock Drag will be structured only as Drag Sale I, and consummated in accordance with the provisions of Articles 11.1 to 11.8 above, provided that, if a Dragged Shareholder disagrees with the Drag Sale Price offered by a New Buyer to the Dragging Shareholder (“**Deadlock Drag Price**”) then the Dragged Shareholder may at its option introduce a New Buyer of its choice for sale of all the Securities then held by both the Dragged Shareholder and the Dragging Shareholder within a maximum period of 60 (sixty) days from the date of its written disagreement on the Deadlock Drag Price;
 - (c) To the extent that the price per Security offered to the Dragged Shareholder (“**New Deadlock Drag Price**”) is higher than 10% (ten percent) of the price per Security applicable to the Deadlock Drag Price, then the Deadlock Drag will be consummated with such New Buyer at the New Deadlock Drag Price;

- (d) If the New Deadlock Drag Price is lower than the price per Security applicable to the Deadlock Drag Price or if the Dragged Shareholder fails to obtain a New Deadlock Drag Price within the period of 60 (sixty) days specified in Article 11.9(b), then the Deadlock Drag will be consummated with the New Buyer at the Deadlock Drag Price.
- (e) Except as otherwise specified in this Article 11.9, the remaining provisions of Articles 11.1 to 11.8 will apply mutatis mutandis to a Deadlock Drag.

MANAGEMENT OF THE COMPANY

12. Management of the Company with the Board of Directors

Subject to the rights of the Promoters contained in these Articles and the Promoter SHA, the management of the Company shall rest with the Board of Directors and the Board shall be responsible for the overall direction, supervision, and management of the Company. The officers of the Company shall have the authority and responsibilities delegated by the Board, consistent with the provisions under these Articles and the Promoter SHA.

13. Number of Directors

13.1 The Board shall comprise of a maximum of 9 (nine) Directors.

13.2 Each of the Promoter Groups shall have the right to recommend for appointment 3 (three) Directors each, on the Board. In addition, the Promoter Groups may with their mutual agreement jointly appoint two individuals who meet the criteria specified in Article 13.3, as an independent Director (the “**Independent Director**”) to the Board.

13.3 An Independent Director shall be a person (a) having special knowledge or practical experience in respect of one or more of the following matters, namely:-(i) accountancy, (ii) pharmaceuticals, (iii) banking, (iv) economics, (v) finance, (vi) law, or (vii) any other matter the special knowledge of, will be useful to the Company, and (b) not having any substantial interest in, or connected with, whether as employee, manager or agent, with any Person incorporated in India, and carrying on any trade, commerce or business which directly competes with the Business.

13.4 Notwithstanding the provisions of Article 13.2 but subject always to Article 13.5, if all the members of a Promoter Group who are jointly entitled to nominate Directors to the Board in accordance with the provisions of Article 13.1 (the “**Affected Group**”), becomes subject to a Regulatory Action which debars or impacts the ability of the Affected Group, or the Executive Partner representing the relevant Affected Group from nominating the Directors to the Board at his sole discretion, in accordance with the provisions of Article 13.2, or (b) requires the Affected Group, or the relevant Executive Partner representing the Affected Group to act in accordance with any directions, orders, or guidelines issued by a Governmental Authority in nominating the Directors to the Board (each of (a) and (b), individually a “**Regulatory Disability**”), then the remaining Promoter Group that is then not subject to any Regulatory Disability (the “**Non Affected Shareholder Group**”) will be entitled to nominate all the nominee Directors that the Affected Group is entitled to nominate to the Board in accordance with the provisions of Article 13.2. The nominee Directors to be appointed by the Non Affected Shareholder Group in accordance with this Article 13.4 shall comprise only of individuals who are the promoters (as defined in the Act) of the Affected Group and/or their Affiliates.

13.5 It is clarified that immediately upon revocation, suspension or removal of the Regulatory Disability that applies to the Affected Group, the Affected Group will continue to enjoy its rights to nominate

Directors to the Board in accordance with the provisions of this Article 13, provided that, if the Regulatory Disability impacts only one or more members of a Promoter Group but not all the members of that Promoter Group, then such members of the Promoter Group who are then not subject to such Regulatory Disability will continue to have the rights to nominate all the Directors for and on behalf of the Promoter Group to which it belongs, in accordance with the provisions of Article 13.2.

14. **Disqualification**

Each Nominating Group agrees and undertakes to the Company and the other Promoter Group that no Director nominated by the Nominating Group shall, except with the prior written consent of the other Promoter Group, be in any manner whatsoever, whether directly or indirectly, (whether as an employee, director, partner, or investor holding more than 5% (five percent) equity stake) related, to or associated with or interested in, any Competing Entity.

15. **Appointment of Chairman**

The Board shall have a Chairman (the "**Chairman**") and a Vice-Chairman ("**Vice Chairman**") / Managing Director ("**Managing Director**"). The members of the Brar Group shall have the right to recommend the name of the Chairman from one of the nominee Directors appointed by the Brar Group. The members of the Reddy Group shall have the right to jointly recommend the name of the Vice Chairman / Managing Director from one of the nominee Directors appointed by the Reddy Group. The Promoters agree to cause their respective nominee Directors to vote in favour of the appointment of the Chairman and the Vice Chairman / Managing Director recommended for appointment by the Brar Group and the Reddy Group, respectively. In the event the designated Chairman is not present in a meeting of the Board, then the Vice Chairman / Managing Director shall act as the chairman for the purpose of that meeting of the Board. Neither the Chairman nor the Vice Chairman / Managing Director shall have a second or a casting vote.

16. **Quorum**

- (a) Subject to the provisions of the Act and the remaining provisions of this Article 16, the quorum for a meeting of the Board shall be 1/3 (one-third) of its total strength (any fraction contained in that one-third being rounded off as one), or 4 (four) Directors, whichever is higher;
- (b) Subject to Article 16 (a) no quorum for a meeting of the Board shall be validly constituted unless at least one Director each representing the Reddy Group and the Brar Group is present either in person or by video-conference at the commencement of the meeting of the Board and throughout its duration.
- (c) If the quorum is not present within 30 (thirty) minutes from the time when the meeting of the Board is convened or if during the meeting, there is no longer a quorum, such meeting of the Board shall be adjourned for 5 (five) Business Days, to be held at the same time and same place as the original meeting of the Board ("**Adjourned Meeting**"). The agenda of the Adjourned Board Meeting will remain identical to the agenda of the Original Board Meeting.
- (d) If at the Adjourned Meeting the required quorum is not present in accordance with Article 16 (b) within 30 (thirty) minutes from the time that the Adjourned Meeting should have begun, at least (two) Directors if present, shall form the quorum for the Adjourned Meeting and may proceed to discuss and vote upon any matter (excluding any Reserved Matter)

listed in the agenda of such meeting of the Board in accordance with the provisions of this Article 16.

17. **Reserved Matters**

- 17.1 Notwithstanding anything to the contrary contained in Part III of these Articles, but subject always to the provisions of Articles 17.2, 17.3, 17.4 and 17.5, any proposal relating to any of the matters provided for in **Annexure A** annexed herewith to Part III of these Articles ("**Reserved Matters**") to be discussed, voted upon or passed either at a meeting of the Board (or a committee of the Board) at which a quorum is present in accordance with Article 16, or by the Board through circulation, or at a meeting of the Shareholders at which a quorum is present in accordance with Article 18, or to be implemented by the Company, shall always require the affirmative vote of the Executive Partner (nominated in accordance with the provisions of Article 24) of each of the Promoter Groups.
- 17.2 Notwithstanding the provisions of Article 17.1 but subject always to Article 17.3, if all the members of a Promoter Group (the "**Impacted Group**") becomes subject to a Regulatory Action which either (a) debars or impacts the ability of the Impacted Group, or the Executive Partner representing the relevant Impacted Group from approving, exercising or voting on any of Reserved Matters, at his sole discretion, in accordance with the provisions of Article 17.1, or (b) requires the Impacted Group, or the relevant Executive Partner representing the Impacted Group to act in accordance with any of the directions, orders, or guidelines issued by a Governmental Authority in voting on, or approving any Reserved Matters (each of (a) and (b), individually a "**Voting Disability**"), then the Reserved Matters will require only the approval of the remaining Promoter Group which is not affected by, or subject to such Voting Disability.
- 17.3 It is clarified that immediately upon revocation, suspension or removal of the Voting Disability that applies to an Impacted Group, the Impacted Group will continue to enjoy all its rights to vote, exercise and approve any Reserved Matters in accordance with the provisions of Article 17.1, provided that, if the Voting Disability impacts only one or more members of a Promoter Group but not all the members of the Promoter Group, then such members of the Promoter Group who are then not subject to such Voting Disability will continue to have the rights to vote on, and approve all the Reserved Matters, for and on behalf of that Promoter Group to which it belongs, in accordance with the provisions of Article 17.1.
- 17.4 It is clarified that if a Promoter Group is a Dragged Shareholder then it will not be entitled to exercise any of its Reserved Matters for either (a) blocking or delaying a Drag Sale or (b) deciding on, or stipulating any of the terms and conditions associated with the Drag Sale. For the avoidance of doubts, it is clarified that a Promoter Group which is a Dragged Shareholder will always be bound to act in accordance with the provisions of Article 11.
- 17.5 Voting or exercise on any of the Reserved Matter will remain subject to the provisions of the Shareholders Agreement, including the Investor's right to exercise affirmative voting rights on matters specified under the Shareholders Agreement.
- 17.6 The Promoters agree that the principles set out in this Article 17 (*Reserved Matters*) are fundamental to the governance of the Company, and each Promoter undertakes not to commit any act or omission which would violate or prejudice the spirit and intent of this Article 17 (*Reserved Matters*). Each Promoter shall take all actions necessary to ensure that Company shall not approve or undertake, any matter that constitutes a Reserved Matter unless approved in the manner provided in this Article 17.

SHAREHOLDER'S MEETINGS

18. **Quorum**

- 18.1 The quorum for a meeting of the Shareholders shall be in accordance with the Act, provided that no meeting of the Shareholders shall be validly held unless one authorized representative of the Reddy Group and one authorized representative of the Brar Group are present at the commencement of the meeting of the Shareholders and throughout its duration.
- 18.2 If the quorum is not present within 30 (thirty) minutes from the time when the meeting of the Shareholders is convened (“**Original Shareholders Meeting**”), or if during the Original Shareholders Meeting there is no longer a valid quorum, the Original Shareholders Meeting shall be adjourned to be held at the same day, time and same place of the following week (“**Adjourned Shareholders Meeting**”). If such a day is not a Business Day, the Adjourned Shareholders Meeting shall be held on the next Business Day.
- 18.3 If at the Adjourned Shareholders Meeting, the required quorum is not present in accordance with Article 18.2 within 30 (thirty) minutes from the time the Adjourned Shareholders Meeting should have begun, the Shareholders present (provided that such quorum is valid under Applicable Laws) shall form the quorum for the Adjourned Shareholders Meeting and transact any business at the Adjourned Shareholders Meeting, provided that: (i) no business or items not being part of the agenda of the Original Shareholders Meeting shall be dealt with at an Adjourned Shareholders Meeting without the written consent of the authorized representatives of each of the Reddy Group and the Brar Group respectively; (ii) no business concerning any of the Reserved Matters shall be approved unless the requirements under Article 17 (*Reserved Matters*) are fully satisfied; and (iii) all proceedings at the Adjourned Shareholders Meeting shall be carried out in accordance with the Applicable Laws.

19. **Chairman**

The Chairman of the Board shall be the chairman of the meeting of the Shareholders. In the event the Chairman is not present in a meeting of the Shareholders, then the Vice Chairman shall act as the chairman for the purpose of that meeting of the Shareholders.

INDEMNITY

20. **Limitation of Liability**

The Promoters (including for this purpose, their respective Affiliates) shall not be liable for each other's indirect, special or consequential damages (including lost profits or lost revenues) under these Articles, regardless of whether such liability arises in tort, contract, breach of warranty, indemnification or otherwise.

MISCELLANEOUS

21. **Force Majeure**

None of the Promoters shall be liable to the other for any failure or delay caused in the performance of its obligations under these Articles on account of acts of God or war. Any failure or delay by a Promoter in the performance of its obligations under these Articles owing to the foregoing causes shall not be considered breach of these Articles.

22. **Governing Law; Dispute Resolution**

22.1 These Articles shall be construed in accordance with and governed by the laws of the Republic of India. Courts within the territory of India shall have the exclusive jurisdiction in respect of any matter arising under these Articles.

22.2 In the event of a dispute or deadlock between the Promoter Groups on any matter concerning the management of the Company or interpretation of any provision under these Articles, including a Reserved Matter (“**Promoters Dispute**”), the Promoters shall attempt to resolve the Promoters Dispute through consultations in good faith. In the event that the Promoters Dispute cannot be resolved amicably with consultation between the Promoter Groups, then a Promoter Group may at its option either (a) freely sell all its Securities to a Third Party in compliance with the provisions of Articles 9 and 10, or (b) exercise its rights pursuant to Article 11 (*Drag Along Rights*).

23 **Aggregation of Securities**

All Securities held or acquired by any Affiliates of a Promoter in accordance with these Articles, shall be aggregated for the purpose of determining the availability of any rights of such Promoter under these Articles. Further, except as otherwise specified in these Articles:

- (a) each Promoter Group shall be treated as a single Shareholder qua the Company and the other Shareholders, and shall always act a single unit in exercising all rights available to such Promoter Group under these Articles; and
- (b) subject always to Article 24, any notice served upon any member of a Promoter Group under these Articles, shall be sufficient and be construed as service of such notice upon the entire Promoter Group, except as may be required by Applicable Law to serve notice on an individual Shareholder within such Promoter Group.

24 **Executive Partner Authority**

24.1 Brar Group Executive Partner Authority

- (a) Each member of the Brar Group hereby jointly and severally represents, warrants and undertakes to the Company and the members of the Reddy Group, on behalf of itself and its respective Affiliates who may become a Shareholder anytime on or after the Execution Date, that subject to the provisions of Article 24.1(e), DSB is hereby appointed as agent and attorney-in-fact for each member of the Brar Group (“**Brar Group Executive Partner**”). As a Brar Group Executive Partner, DSB may for and on behalf of the Brar Group, execute any amendments to the provisions of these Articles, give and receive notices and communications in accordance with clause 14.18 of Promoter SHA, agree to negotiate, enter into settlements and compromises of, and demand arbitration and comply with orders of courts, arbitrators or other Governmental Authorities with respect to these Articles, vote on all the Securities held by the Brar Group and/or exercise all other rights to the Securities then held by the Brar Group, for and on behalf of the Brar Group, and in the manner he deems fit.
- (b) Each member of the Brar Group hereby represents and warrants to DSB, the Company and the Reddy Group that DSB’s appointment as the Brar Group Executive Partner in accordance with the provisions of this Article 24.1(a), (i) has been validly made and in accordance with its constitutional documents; and (ii) does not violate the provisions of its constitutional documents, or any resolution passed by its shareholders or the terms of any existing power of attorney granted by it, or any judgment, decree, order or award of any court, governmental entity or arbitrator to which it is a

party.

- (c) Each member of the Brar Group hereby jointly and severally represents, warrants and undertakes to the Company and the members of the Reddy Group, on behalf of itself and its respective Affiliates who may become a Shareholder anytime on or after the Execution Date, that the nomination of new Brar Group Executive Partner shall be binding on them and shall not be challenged or questioned in any manner whatsoever.
- (d) DSB hereby represents, warrants and undertakes that he has been appointed as an agent and attorney-in-fact for each member of the Brar Group (and their respective Affiliates who may become a Shareholder hereafter) pursuant to the provisions of this Article 24.1(a).
- (e) In the event of death of DSB or permanent disability to DSB that prevents him from acting as the Brar Group Executive Partner, the then members of the Brar Group who collectively own more than 50% (fifty percent) of the total Securities then held by the Brar Group shall be jointly entitled to nominate another individual to act as the Brar Group Executive Partner. The nomination of a new Brar Group Executive Partner shall be made promptly and in any event within 15 (fifteen) days from the date of death or permanent disability to DSB as aforementioned.

24.2 Reddy Group Executive Partner Authority

- (a) Each member of the Reddy Group hereby jointly and severally represents, warrants and undertakes to the Company and the members of the Brar Group, on behalf of itself and its respective Affiliates who may become a Shareholder anytime on or after the Execution Date, that subject to the provisions of Article 24.2(e), Gunapati Venkata Sanjay Reddy is hereby appointed as agent and attorney-in-fact for each member of the Reddy Group (“**Reddy Group Executive Partner**”). As a Reddy Group Executive Partner, Gunapati Venkata Sanjay Reddy may for and on behalf of the Reddy Group, execute any amendments to the provisions of these Articles, give and receive notices and communications in accordance with clause 14.18 of Promoter SHA, agree to negotiate, enter into settlements and compromises of, and demand arbitration and comply with orders of courts, arbitrators or other Governmental Authorities with respect to these Articles, vote on all the Securities held by the Reddy Group and/or exercise all other rights to the Securities then held by the Reddy Group, for and on behalf of the Reddy Group, and in the manner he deems fit.
- (b) Each member of the Reddy Group hereby represents and warrants to Gunapati Venkata Sanjay Reddy, the Company and the Brar Group that Gunapati Venkata Sanjay Reddy’s appointment as the Reddy Group Executive Partner in accordance with the provisions of this Article 24.2(a), (i) has been validly made and in accordance with its constitutional documents and trust deeds; and (ii) does not violate the provisions of its constitutional documents and trust deeds, or any resolution passed by the trustees or the terms of any existing power of attorney granted by it, or any judgment, decree, order or award of any court, governmental entity or arbitrator to which it is a party.
- (c) Each member of the Reddy Group hereby jointly and severally represents, warrants and undertakes to the Company and the members of the Brar Group, on behalf of itself and its respective Affiliates who may become a Shareholder anytime on or after the Execution Date, that the nomination of new Reddy Group Executive Partner shall be binding on them and shall not be challenged or questioned in any manner whatsoever.
- (d) Gunapati Venkata Sanjay Reddy hereby represents, warrants and undertakes that he has been appointed as an agent and attorney-in-fact for each member of the Reddy Group (and their respective Affiliates who may become a Shareholder hereafter) pursuant to the provisions of this

Article 24.2(a).

- (e) In the event of death of Gunapati Venkata Sanjay Reddy or permanent disability to Gunapati Venkata Sanjay Reddy that prevents him from acting as the Reddy Group Executive Partner, the then members of the Reddy Group who collectively own more than 50% (fifty percent) of the total Securities then held by the Reddy Group shall be jointly entitled to nominate another individual to act as the Reddy Group Executive Partner. The nomination of a new Reddy Group Executive Partner shall be made promptly and in any event within 15 (fifteen) days from the date of death or permanent disability to Gunapati Venkata Sanjay Reddy as aforementioned.

25 **Successors**

The provisions of these Articles shall ensure to the benefit of and be binding on the Promoters and their respective successors (including, without limitation, any successor, by reason of amalgamation, scheme of arrangement, merger, de-merger or acquisition, of any Promoter) and legal representatives.

26 **Specific Performance of Obligations**

The Promoters to these Articles agree that, to the extent permitted by Applicable Law, the rights and obligations of the Promoters under these Articles shall be subject to the right of specific performance and may be specifically enforced against the defaulting Promoter.

ANNEXURE A TO PART III OF THE ARTICLES OF ASSOCIATION

RESERVED MATTERS

1. Any proposal for merger or demerger or amalgamation, sale of all or substantially all the assets of the Company or any other form of restructuring of the Company which has a similar effect, and in each case whether or not voluntary.
2. Any proposal for the listing of the Company with any regional or national stock exchange.
3. Any proposal in relation to investments to be made in the Company or in any downstream investment companies or joint ventures with any Person.
4. Any proposal in relation to disposal of any brand held by the Company.
5. Any proposal for private equity investment by any entity in the Company.
6. Any proposal for capital raising in the form of debt or equity including but not limited to any changes in the capital structure.
7. Starting a new business or strategic business unit by the Company.
8. Appointment of the auditor and senior management of the Company including but not limited to the chief executive officer, chief financial officer, and strategic business unit heads.
9. Any proposal in relation to the declaration of dividend and distribution of the same by the Company.
10. Any proposal for winding-up or liquidation of the Company.
11. Any proposal for amending the Charter Documents.
12. Any proposal to change the registered or corporate office of the Company.
13. Any proposal to change to the status of the Company from a private limited company to a public limited company.
14. Any proposal to (a) issue any Securities to any Person (not being an Affiliate of an Existing Shareholder); and/or (b) purchase, redemption or otherwise reorganisation of the Company's share capital, including by way of reduction of capital, buy-back or redemption of Securities, or conversion of Securities from one class to another.
15. Any agreement or commitment to undertake any of the above-mentioned actions.

We, the several persons, whose names and addresses are subscribed, are desirous of forming into a Company in pursuance to these Articles of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:

S No.	Names, descriptions, occupations and addresses of subscribers with their signatures	Name, address, description occupation and Signature of Witness
1.	<p>GUNUPATI VENKATA SANJAY REDDY S/o G.V. KRISHNA REDDY 6-3-1089/A/5, SOMAJIGUDA HYDERABAD - 500 0482</p> <p>OCCUPATION - BUSINESS</p> <p>Sd/-</p>	<p>C.Chandra Shekhar102, Jaya Residency Nacharam, Hyderabad Service</p>
2.	<p>SOMANADRIBHUPAL S/o LATE K.R. BHUPAL 6-3-250/1, ROAD NO. 1, BANJARA HILLS, HYDERABAD - 500 034.</p> <p>OCCUPATION - BUSINESS</p> <p>Sd/-</p>	

Place: Hyderabad

Date: 4/12/2000