

**Memorandum
&
Articles of Association
of**

S Chand And Company Limited

Certificate of Incorporation Consequent upon conversion to Public Limited Company



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Delhi

4th Floor, IFCI Tower 61, New Delhi, Delhi, India, 110019

Corporate Identity Number: U22219DL1970PLC005400

Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company

IN THE MATTER OF S CHAND AND COMPANY PRIVATE LIMITED

I hereby certify that S CHAND AND COMPANY PRIVATE LIMITED which was originally incorporated on Ninth day of September One thousand nine hundred seventy under the Companies Act, 1956 as S CHAND AND CO LTD and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the RoC - Delhi vide SRN G10810414 dated 08.09.2016 the name of the said company is this day changed to S CHAND AND COMPANY LIMITED.

Given under my hand at New Delhi this Eighth day of September Two thousand sixteen.



ANJALI POKHRIYAL

Assistant Registrar of Companies

Registrar of Companies

RoC - Delhi

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

S CHAND AND COMPANY LIMITED

RAVINDRA MANSION RAM NAGAR, NEW DELHI, Delhi, India,
110055



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा
प्राइवेट लिमिटेड कम्पनी के रूप में परिवर्तित होने के परिणामस्वरूप, कम्पनी के नाम में परिवर्तन
का नया निगमन प्रमाण-पत्र
कॉर्पोरेट पहचान संख्या : U22219DL1970PTC005400

मैसर्स S CHAND AND COMPANY LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

S CHAND AND COMPANY LIMITED

जो मूल रूप में दिनांक नौ सितम्बर उन्नीस सौ सत्तर को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स

S. CHAND & CO. PRIVATE LIMITED

के रूप में निगमित की गई थी, और उसके द्वारा कम्पनी अधिनियम, 1956 की धारा 31(1) के अधीन प्राइवेट कम्पनी के रूप में परिवर्तित करने के लिए प्रार्थना-पत्र देने तथा भारत सरकार द्वारा उसका अनुमोदन कम्पनी रजिस्ट्रार कार्यालय आर.ओ.सी. - दिल्ली के एस.आर.एन B44576718 दिनांक 08/08/2012 द्वारा प्राप्त होने की लिखित सूचना प्राप्त होने पर उक्त कम्पनी का नाम आज से परिवर्तित रूप में मैसर्स S CHAND AND COMPANY Private Limited

हो गया है।

यह प्रमाण-पत्र, आज दिनांक आठ अगस्त दो हजार बारह को दिल्ली में जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, National Capital Territory of Delhi and Haryana

Fresh Certificate of Incorporation Consequent upon Change of Name on
Conversion to Private Limited Company

Corporate Identity Number : U22219DL1970PTC005400

In the matter of M/s S CHAND AND COMPANY LIMITED

I hereby certify that S CHAND AND COMPANY LIMITED which was originally incorporated on Ninth day of September Nineteen Hundred Seventy under the Companies Act, 1956 (No. 1 of 1956) as S. CHAND & CO. PRIVATE LIMITED and upon an application made for conversion into a Private Company under Section 31(1) of the Companies Act, 1956; and approval of Central Government signified in writing having been accorded thereto by the RoC-Delhi vide SRN B44576718 dated 08/08/2012 the name of the said company is this day changed to S CHAND AND COMPANY Private Limited.

Given at Delhi this Eighth day of August Two Thousand Twelve.

Verified and
Signed by
Registrar
Date 08/08/2012
Time 11:00 AM

Registrar of Companies, National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

*Note: The corresponding form has been approved by MANMOHAN JUNEJA, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता

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

S CHAND AND COMPANY Private Limited
RAVINDRA MANSION RAM NAGAR, NEW DELHI - 110055,
Delhi, INDIA





Company No. 55-5400

**FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT UPON CHANGE OF NAME ON
CONVERSION TO PUBLIC LIMITED COMPANY**

*In the Office of the Registrar of Companies, N.C.T. of Delhi & Haryana
(under the Companies Act, 1956 (1 of 1956))*

IN THE MATTER OF M/s. S. CHAND AND COMPANY LIMITED

(A DEEMED PUBLIC COMPANY U/S 43A)

I hereby certify that S. CHAND AND COMPANY LIMITED
(A DEEMED PUBLIC COMPANY U/S 43A) which was originally

incorporated on NINTH day of SEPTEMBER
Nineteen Hundred and NINETY SEVEN under the ~~INDIAN~~
~~COMPANIES ACT, 1947~~ Companies Act, 1956 (Act 1 of 1956) under
the name S. CHAND & CO. PRIVATE LIMITED

having duly passed the necessary Special Resolution on 28-2-2001
in terms of section 31/21 read with section 44 of the Companies Act, 1956,
the name of the said Company is this day changed to S. CHAND AND COMPANY
LIMITED

and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at NEW DELHI this SEVENTH
day of NOVEMBER Two Thousand ONE.



(T. P. SHAMI)

DY. REGISTRAR OF COMPANIES,
N.C.T. OF DELHI AND HARYANA

COMPANY NO. 5400

FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT OF CHANGE OF NAME



प्रमाणित प्रमाणिका

Revised

IN THE OFFICE OF THE REGISTRAR OF COMPANIES DELHI
(Under the Companies Act, 1956 (1 of 1956))

IN THE MATTER OF S. CHAND AND COMPANY LIMITED.

I hereby certify that S. CHAND AND COMPANY LIMITED.
which was originally
incorporated on NINTH day of SEPTEMBER
One Thousand Nine Hundred and SEVENTY under the
~~Companies Act, 1956~~ Companies Act, 1956 and under
the Name S. CHAND AND COMPANY PRIVATE LIMITED.
having duly passed the necessary resolution in terms of section 43A(4)
~~XXXXXX (XXXXXX/XXXXXX)~~ of Companies Act, 1956 and the approval
of the Central Government signified in writing having been
accorded thereto in the Ministry of Industry & Company Affairs,
Department of Company Affairs, office of the Registrar of
Companies Delhi & Haryana, New Delhi vide their letter No. ROC/
Approval/TC/43A(4)/5400/1378 dated 30.4.1986 the name of the
said Company is this day changed to S. CHAND AND COMPANY PRIVATE
LIMITED. and this Certificate is
issue pursuant to Section 23(1) of the said Act.

Given under my hand at NEW DELHI this TWENTY FIRST
day of MAY One Thousand Nine Hundred EIGHTY SIX



(MOORAJ KAPOOR)

(REGISTERED SIGNATURE)

REGISTRAR OF COMPANIES
DELHI & HARYANA

Received Certificate
Dated 29/5/86

"The word Private"
deleted U/S 43A(4) of the
Company Act 1956.

प्रमाणित प्रमाणिका
दिल्ली एवं हरियाणा



सं-12/सहायक रजिस्ट्रार
6/11/70 को नवीकृत एवं हस्ताक्षर



Form I, R.

CERTIFICATE OF INCORPORATION

No. 5400 of 1970-71

I hereby certify that S. CHAND & CO., LIMITED

Asst. Registrar of Companies
Delhi & Haryana

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956)
and that the Company is Limited.

Given under my hand at NEW DELHI

on the FIFTH (18TH) day of SEPTEMBER (BHADRA)

One thousand nine hundred and SEVENTY (SATA-1892)



(P.B. SAMARIA)
Registrar of Companies.
DELHI.

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
S CHAND AND COMPANY LIMITED

- I. The name of the Company is **S CHAND AND COMPANY LIMITED**.
- II. The Registered Office of the Company will be situated in the **Union Territory of Delhi**.
- III. The objects for which the Company is established are:
(A) THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ARE:
 1. To purchase, acquire, takeover, the entire running business of M/s S. Chand & Co., publishers and Booksellers along with its branches and together with its rights, liabilities ,properties, debtors, cash in hand, goodwill, tenancies, loans, assets, stock in trade, advances, etc, for consideration either by way of allotment of shares in the company or in cash, or partly in one way and partly in the other; to make necessary amendments, modifications, requirements necessary and expedient for carrying on the pending agreements, tenancies, orders, etc, and to take steps to defend the rights of the business in pending laws suits, complaints, by or against the business acquired, purchased or taken over.
 2. To carry on business of proprietors and publishers of books and other literary works .
 3. To carry on all or any of the business of printers, publishers, stationers tin ,metal, cloth, rubber, parchment, celluloid, glass, bottles, tubes printers, type founders, stereotypes, electrotypes, photographic printers, photo lithographers, chromo- lithographers, engravers, die- sinkers, book-binders, designers, draftsmen, name plates printers, toys printers, tin box printers, tin and metal sheet folders, block makers, rubber stamps manufacturers, Vandyke, collotype, photographer workers and printers, calendars, pictures and advertising novelties printers, transfer and labels manufacturers, account book manufacturers, machine rules, numerical printers, paper bag and account book makers, box makers, card board printers, ticket manufacturers, book- sellers, publishers.
 4. To subscribe for, purchase, or otherwise acquire, hold, dispose of and deal in shares, stocks, securities, and evidences of indebtedness or of the right to participate in profit or assets or other similar documents and any option or right in respect thereof, and to buy and sell foreign exchange and generally to invest and deal with the monies of the company not immediately required in or upon such securities and in such manner as may from time to time be determined.
 5. To erect upon the said land to be acquired as aforesaid and upon any other land and property which may hereafter be purchased or leased or acquired by the company such halls, buildings, houses and erections as may be required for carrying on the said business or businesses and to purchase and put into working orders such machinery and other accessories as may from time to time be required on the said business or businesses or any of them and to lease, hire, manage, or otherwise deal with all kinds of immovable property whether belonging to the Company or not.
 6. To acquire the running business of hotels, motels and restaurants and/or to purchase land and erect hotel, motel and restaurant buildings with all the modern amenities and facilities including diesel filling pumps, camping grounds for tourists, garages for motorists, amusement halls, swimming pools and all other conveniences to the general public, tourists, delegates and study groups and missions visiting the country.
 7. To carry on the business of leasing and hire-purchase financing and to provide on lease or on hire-purchase all types of industrial and office plants, equipment, machinery, vehicles and buildings.

(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:

1. To acquire by purchase, lease, exchange or otherwise any movable or immovable property and any rights or privileges which the Company may deem necessary or convenient for the purpose of its main business.
2. To enter into partnership or into any arrangement for sharing profits, union of interest, joint venture reciprocal concession or co-operation with persons or companies carrying on or engaged in the main business or transaction of this Company.
3. To import, buy, exchange, alter, improve and manipulate in all kinds of plants, machinery, apparatus, tools and things necessary or convenient for carrying on the main business of the Company.
4. To vest any movable or immovable property, rights or interests required by or received or belonging to the Company in any person or company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
5. To purchase or otherwise acquire, build, carry out, equip, maintain, alter, improve, develop, manage, work, control and superintend any plants, warehouse, sheds, offices, shops, stores, buildings, machinery, apparatus, labour lines and houses, warehouses, and such other works and conveniences necessary for carrying on the main business of the Company.
6. To undertake or promote scientific research relating to the main business or class of business of the Company.
7. To acquire and take over the whole or any part of the business, goodwill, trademarks properties and liabilities of any person or persons, firm, companies or undertakings either existing or new, engaged in or carrying on or proposing to carry on business, this company is authorized to carryon, possession of any property or rights suitable for the purpose of the company and to pay for the same either in case or in shares or partly in cash and partly in shares or otherwise.
8. To negotiate and enter into agreements and contracts with Indian and foreign individuals, companies, corporations and such other organizations for technical, financial or any other such assistance for carrying out all or any of the main objects of the Company or for the purpose of activity research and development of manufacturing projects on the basis of know-how, financial participation or technical collaboration and acquire necessary formulas and patent rights for furthering the main objects of the Company.
9. Subject to Section 391 to 394 & 394A of the Act, amalgamate with any other company of which all or any of their objects companies having similar to the objects of the Company in any manner whether with or without the liquidation.
10. Subject to any law for the time being in force, to undertake or take part in the formation supervision or control of the business or operations of any person, firm, body corporate, association undertaking carrying on the main business of the Company.
11. To apply for, obtain, purchase or otherwise acquire and prolong and renew any patents, patent-rights, brevets, inventions, processes scientific technical or other assistance manufacturing processes know-how and other information, designs, patterns, copyrights, trade-mark, licenses concessions and the like rights or benefits, conferring an exclusive or non-exclusive or limited or unlimited right of use thereof, which may seem capable of being used for or in connection with the main objects of the Company or the acquisition or use of which may seem calculated directly or indirectly to benefit the Company on payment of any fee royalty or other consideration and to use, exercise of develop the same under or grant licenses in respect thereof

of otherwise deal with same and to spend money in experimenting upon testing or improving any such patents, inventions, right or concessions.

12. To apply for and obtain any order under any Act or Legislature, charter, privilege concession, license or authorization of any Government, State or other Authority for enabling the Company to carry on any of its main objects into effect or for extending any of the powers of the company or for effecting and modification of the constitution of the Company or for any other such purpose which may seem expedient and to oppose any proceeding or applications which may seem expedient or calculated directly or indirectly to prejudice the interest of the Company.
13. To enter into any arrangements with any Government or Authorities or any Company or any of them and to obtain from any such Government, authority, person or company any rights, charters, contracts, licenses and concessions which the Company may think desirable to obtain and to carry out exercise and comply therewith.
14. To procure the company to be registered or recognised in or under the laws of any place outside India and to do all act necessary for carrying on in any foreign country for the business or profession of the Company.
15. To draw, make, accept, discount, execute, and issue bills of exchanges, promissory notes, bills of lading, warrants, debentures and such other negotiable or transferable instruments, of all types of securities and to open Bank Accounts of any type and to operate the same in the ordinary course of the company.
16. To advance money either with or without security, and to such persons and upon such terms and conditions as the Company may deem fit and also to invest and deal with the money of the Company not immediately required in or upon such investments and in such manner as, from time to time, may be determined, provided that the Company shall not carry on the business of banking as provided in the Banking Regulations Act, 1949.
17. Subject to section 58-A and 292, 293, 295 & 372 A of the Act and the Regulations made there under and the directions issued by the Reserve Bank of India, to receive money on deposit or loan and borrow or raise money in such manner and at such time or times as the Company thinks fit and in particular by the issue of debentures, debentures stock, perpetual or otherwise and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the properties or assets or revenues and profits of the Company both present and future, including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person or company of any obligation undertaken by the company or such other person or company to give the lenders the power to sale and such other powers as may seem expedient and purchase, redeem or payoff any such securities.
18. To undertake and execute any trusts, the undertaking of which seem to the Company desirable, either gratuitously otherwise.
19. To establish, or promote or concur in establishing or promote any company for the purpose of acquiring all or any of the properties, rights and liabilities of the Company.
20. To sell, lease, mortgage, exchange, grant licenses and other rights improve, manage, develop and dispose of undertakings, investments, properties, assets and effects of the company or any part thereof for such consideration as may be expedient and in particular for any shares, stocks, debentures, or other securities of any other such company having main objects altogether or in part similar to those of the Company.

21. Subject to the Provisions of Section 100 to 105 of Act, to distribute among the members in specie or otherwise any property of the Company or any proceeds of sale or disposal of any property of the Company in the event of winding up.
22. To distribute as dividend or bonus among the member or to place to reserve or otherwise to apply, as the Company may, from time to time, determine any money received by way of premium on debentures issued at a premium by the Company and any money received in respect of forfeited shares, money arising from the sale by the company of forfeited shares, subject to provisions of Sec. 78 of the Companies Act, 1956.
23. To employ agents or experts to investigate and examine into the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, properties or rights which the company propose to acquire.
24. To accept gifts, bequests, devises or donations of any movable or immovable property of any right or interest therein from members or others.
25. To crease any reserve fund, sinking fund, insurance fund or any other such special funds whether for depreciation, repairing, improving, and research, extending or maintaining any of the properties of the Company or for any other such purpose conducive to the interest of the Company.
26. Subject to the provisions of Section 292, 293, 293-A & 293-B of the Companies Act, 1956 to subscribe contribute, gift or donate any money, rights or assets for any national educational, religious, charitable, scientific, public, general or usual objects or to make gifts or donations of money or such other assets to any institutions, clubs, societies, associations, trusts, scientific research associations, funds, universities, college or any individual, body of individuals or bodies corporate.
27. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation, provident or gratuity funds for the benefit of and give or procure the giving of the donations, gratuities, pensions, allowances, bonuses or emoluments of any persons who are or were at any time in the employment or service of the company or any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are of were at any time Directors or officers of the Company or any other company as aforesaid and the wives, widows, families and dependants of any such persons and also to establish and subsidies and subscribe to any institutions, associations, club or funds calculated to be for the benefit of or advance aforesaid and make payments to or towards the insurance of any such persons as aforesaid and to do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.
28. To establish, for any of the main objects of the Company, branches or to establish any firm or firms at places in or outside India as the Company may deem expedient.
29. To pay for any property or rights acquired by or for any services rendered to the Company and in particular to remunerate any person, firm or company introducing business to the Company either in cash or fully or partly-paid up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise or by any securities which the Company has power to issue or by the grant of any rights or options or partly in one mode and partly in another and generally on such terms as the Company may determine, Subject to the provision of section 314 of Act.
30. To payout of the funds of the company all costs, charges and expenses of and incidental to the formation and registration of the Company and any company promoted by the Company and

also costs, charges, duties, impositions and expenses of and expenses of and incidental to the acquisition by the Company of any property or assets.

31. To send out to foreign countries, its directors, employees or any other person or persons for investigation possibilities of main business or trade procuring and buying any machinery or establishing trade and business connections or for promoting the interests of the Company and to pay all expenses incurred in this connection.
 32. To compensate for loss of office of any Managing Director or Directors or other officers of the Company within the limitations prescribed under the Companies Act, 1956 or such other status or rule having the force of law and to make payments to any persons whose office of employment or duties may be determined virtue of any transaction in which the Company is engaged.
 33. To agree to refer to arbitration any dispute, present or future between the Company and any other company, firm, individual or any other body and to submit the same to arbitration in India or abroad either in accordance with Indian or any foreign system of law.
 34. To appoint agents, sub-agents, dealers, managers canvassers, sale representatives or salesmen for transacting all or any kind of the main business of which this Company is authorized to carry on and to constitute agencies of the Company in India or in any other country and establish depots and agencies in different parts of the work.
- IV. The liability of the members is limited.
- V. The Authorized Share Capital of the Company is Rs. 20,00,00,000 (Rupees Twenty Crores) divided into 4,00,00,000 (Four Crores) equity shares of Rs. 5/- each.

S.No	Name, address, description and occupation of subscriber	Signature of the subscriber	Name & address, description & occupation of witness
1	<p>Shyam Lal Gupta S/o Niranjan Lal Gupta 16-B/4, Asaf Ali Road, New Delhi</p> <p>Businessman</p>	(Sd)	
2	<p>Rajendra Kumar Gupta S/o Shyam Lal Gupta 16-B/4, Asaf Ali Road, New Delhi</p> <p>Businessman</p>	(Sd)	<p>O.R raghavan S/o O.U.Rajagopala Iyer 4, Jain Mandir Road New Delhi</p> <p>Chartered Accountant Services</p>
3	<p>Ravindra Kumar Gupta S/o Shyam Lal Gupta 16-B/4, Asaf Ali Road, New Delhi</p> <p>Businessman</p>	(Sd)	
29 th day of August, 1970			

Note: By a Special Resolution passed at the Extraordinary General Meeting of the Company held on August 31, 2016 these Articles were adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of the Company.

(THE COMPANIES ACT, 2013)

(COMPANY LIMITED BY SHARES)

ARTICLES OF ASSOCIATION

OF

S CHAND AND COMPANY LIMITED

The Articles of Association of the Company comprise of two parts, Part A and Part B, which parts shall, unless the context otherwise requires, co-exist with each other. In case of inconsistency or contradiction, conflict or overlap between Part A and Part B, the provisions of Part B shall be applicable. However, Part B shall automatically terminate and cease to have any force and effect from the date of listing of shares of the Company on a recognized stock exchange in India pursuant to an initial public offering of the Equity Shares of the Company, without any further corporate action by the Company or by the shareholders.

PART A

INTERPRETATION

1. *In the interpretation of these Articles the following words and expressions shall have the following meanings unless repugnant to the subject or context.*
 - (a) “Act” means the (i) Companies Act, 2013 and the Rules (including any amendments, modification(s) or re-enactment thereof, for the time being in force) and clarifications issued thereunder to the extent in force pursuant to the notification of the Notified Sections; and (ii) Companies Act, 1956, and the rules thereunder, to the extent that such provisions have not been superseded by the Companies Act, 2013 or de-notified, as the case may be.
 - (b) “Annual General Meeting” shall mean an annual general meeting of the holders of Equity Shares held in accordance with the applicable provisions of the Act.
 - (c) “Articles” shall mean these Articles of Association as adopted or as from time to time altered in accordance with the provisions of these Articles and Act.
 - (d) “Auditors” shall mean and include those persons appointed as such for the time being by the company.
 - (e) “Board” shall mean the board of directors of the company, as constituted from time to time, in accordance with law and the provisions of these Articles.

- (f) "Board Meeting" shall mean any meeting of the Board, as convened from time to time and any adjournment thereof, in accordance with law and the provisions of these Articles.
- (g) "Beneficial Owner" shall mean beneficial owner as defined in Clause (a) of subsection (1) of section 2 of the Depositories Act.
- (h) "Business Day" means a day (excluding Saturdays and Sundays) on which banks are generally open for business in New Delhi and Mumbai, India for a transaction of ordinary banking business.
- (i) "Capital" or "Share Capital" shall mean the share capital for the time being, raised or authorised to be raised for the purpose of the Company.
- (j) "Chairman" shall mean such person as is nominated or appointed in accordance with Article 38(e) herein below.
- (k) "Companies Act, 1956" shall mean the Companies Act, 1956 (Act I of 1956), as may be in force for the time being.
- (l) "Company" or "this company" shall mean S CHAND AND COMPANY LIMITED.
- (m) "Committees" shall have the meaning ascribed to such term in Article 74.
- (n) "Depositories Act" shall mean The Depositories Act, 1996 and shall include any statutory modification or re-enactment thereof.
- (o) "Depository" shall mean a Depository as defined in Clause (e) of sub-section (1) of section 2 of the Depositories Act.
- (p) "Director" shall mean any director of the company, including alternate directors, independent directors and nominee directors appointed in accordance with law and the provisions of these Articles.
- (q) "Dividend" shall include interim dividends.
- (r) "Equity Share Capital" shall mean the total issued and Paid up equity share capital of the Company, calculated on a Fully Diluted Basis.
- (s) "Equity Shares" shall mean fully Paid up equity shares of the Company having a par value of INR 5 (Rupees Five only) per equity share, and one vote per equity share or any other issued Share Capital of the Company that is reclassified, reorganized, reconstituted or converted into equity shares.
- (t) "Executor" or "Administrator" shall mean a person who has obtained probate or letters of administration, as the case may be, from a court of competent jurisdiction and shall include the holder of a succession certificate authorizing the holder thereof to negotiate or transfer the Equity Share or Equity Shares of the deceased Shareholder and shall also include the holder of a certificate granted by the Administrator-General appointed under the Administrator Generals Act, 1963.

- (u) “Extraordinary General Meeting” shall mean an extraordinary general meeting of the holders of Equity Shares duly called and constituted in accordance with the provisions of the Act.
- (v) “Financial Year” shall mean any fiscal year of the Company, beginning on April 1 of each calendar year and ending on March 31 of the following calendar year.
- (w) “Fully Diluted Basis” shall mean, in reference to any calculation, that the calculation should be made in relation to the Equity Share Capital, assuming that all outstanding convertible preference shares or debentures, options, warrants and other equity securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable), have been so converted, exercised or exchanged to the maximum number of Equity Shares possible under the terms thereof.
- (x) “General Meeting” shall mean a meeting of holders of Equity Shares and any adjournment thereof.
- (y) “Independent Director” means a non-executive Director (other than a nominee Director) who has no direct or indirect material relationship with the Company other than membership on the Board and who:
 - (i) in the opinion of the Board, is a person of integrity and possesses relevant expertise and experience;
 - (ii) is or was not a promoter of the Company or its Affiliates;
 - (iii) is not related to Promoters or Directors in the Company or its Affiliates;
 - (iv) is not, and has not been in the past 5 (five) years, employed by the Company or its Affiliates;
 - (v) apart from receiving director's remuneration, does not have, or has not had during the 5 (five) immediately preceding Financial Years and during the current Financial Year, a pecuniary relationship with the Company or its Affiliates (either directly or as a partner, shareholder (other than to the extent to which shares are held by such Director pursuant to a requirement of applicable Law), or their Promoters, or Directors and is not a director, officer or senior employee of a Person that has or had such a relationship;
 - (vi) whose relatives do not have, or have not had, a pecuniary relationship or transaction with the Company, its Affiliates, or their Promoters, or Directors, amounting to 2% (two per cent) or more of its gross turnover or total income or Rs. 5,000,000 (Rupees Five Million) or such higher amount as may be prescribed under the Act from time to time, whichever is lower, during the two immediately preceding Financial Years or during the current Financial Year;
 - (vii) neither himself nor any of his relatives holds or has held the position of a key managerial personnel or is or has been an employee of the Company or its Affiliates in any of the 3 (three) Financial Years immediately preceding the Financial Year in which he is proposed to be appointed;
 - (viii) neither himself nor any of his relatives is or has been an employee or proprietor or a partner, in any of the 3 (three) Financial Years immediately preceding the Financial Year in which he is proposed to be appointed, of (i) a firm of auditors or company secretaries in practice or cost auditors of the Company or its Affiliates;

- or (ii) any legal or a consulting firm that has or had any transaction with the Company or its Affiliates amounting to 10% (ten percent) or more of the gross turnover of such firm;
- (ix) neither himself nor any of his relatives is a chief executive or director, by whatever name called, of any non-profit organization that receives 25% (twenty five percent) or more of its receipts from the Company, any of its promoters, Directors or its Affiliates or that holds a material interest in the Company;
- (x) neither himself nor any of his relatives is a material supplier, service provider or customer or a lessor or lessee of the Company;
- (xi) is not controlling any non-profit organization that receives significant funding from the Company or its Affiliates;
- (xii) does not receive and has not received in the past 5 (five) years, any additional remuneration from the Company or its Affiliates other than his or her director's fee;
- (xiii) does not participate in any share option scheme/plan or pension scheme/plan of the Company or any of its Affiliates;
- (xiv) is not, nor has been at any time during the past 5 (five) years, affiliated with or employed by a present or former auditor of the Company or any of its Affiliates;
- (xv) does not hold a material interest in the Company or its Affiliates (either directly or as a partner, shareholder, director, officer or senior employee of a Person that holds such an interest);
- (xvi) does not hold together with his relatives a material interest in the Company;
- (xvii) is not a member of the immediate family (and is not the executor, administrator or personal representative of any such Person who is deceased or legally incompetent) of any individual who would not meet any of the tests set out in articles (i) to (xvi) (where he or she a director of the Company);
- (xviii) is identified in the annual report of the Company distributed to the shareholders of the Company as an independent director;
- (xix) has not served on the Board for more than 10 (ten) years; and
- (xx) is not less than 21 years of age;

For purposes of this definition, "material interest" shall mean a direct or indirect ownership of voting shares representing at least 2% (two percent) of the outstanding voting power or equity of the Company or any of its Affiliates;

- (z) "India" shall mean the Republic of India.
- (aa) "Law" shall mean all applicable provisions of all (i) constitutions, treaties, statutes, laws (including the common law), codes, rules, regulations, circulars, ordinances or orders of any governmental authority and SEBI, (ii) governmental approvals, (iii) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any governmental authority, (iv) rules, regulations, or requirements of any stock exchanges, (v) international treaties, conventions and protocols, and (vi) Indian GAAP or any other generally accepted accounting principles.
- (bb) "Listing Agreement" means the agreement(s) entered into with the stock exchange(s) in India, on which a company's shares are listed.
- (cc) "Listing Regulations" shall mean the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended.

- (dd) “Managing Director” shall have the meaning assigned to it under the Act.
- (dd-1) “Material Subsidiaries” shall mean New Saraswati House (India) Private Limited, Safari Digital Education Initiatives Private Limited and Vikas Publishing House Private Limited, and such other companies that may contribute income or net worth exceeding twenty percent of the consolidated income or net worth of the Company, respectively.
- (ee) “MCA” shall mean the Ministry of Corporate Affairs, Government of India.
- (ff) “Memorandum” shall mean the memorandum of association of the Company, as amended from time to time.
- (gg) “Minority Joint Ventures” means a company set up as a joint venture between the Company and other Persons, in which the Company holds, directly or indirectly, not more than 50% (fifty percent) of its equity share capital, and shall include Edutor Technologies India Private Limited, a company incorporated in India and having its registered office at H.No.8-2-293/82/564-A-26-III Sri Incubation Centre, 2nd Floor, Rd No. 92, Opp. Lotus Pond, Jubilee Hills, Hyderabad - 500033, India;
- (hh) “Notified Sections” shall mean the sections of the Companies Act, 2013 that have been notified by the Ministry of Corporate Affairs, Government of India, and are currently in effect.
- (ii) “Office” shall mean the registered office for the time being of the Company.
- (jj) “Officer” shall have the meaning assigned thereto by Section 2(59) of the Act.
- (kk) “Ordinary Resolution” shall have the meaning assigned thereto by Section 114 of the Act.
- (ll) “Paid up” shall include the amount credited as paid up.
- (mm) “Person” shall mean any natural person, sole proprietorship, partnership, company, body corporate, governmental authority, joint venture, trust, association or other entity (whether registered or not and whether or not having separate legal personality).
- (nn) “Promoters” shall mean Mr. Dinesh Kumar Jhunjhnuwala, Mr. Himanshu Gupta, and Ms. Neerja Jhunjhnuwala.
- (oo) “Register of Members” shall mean the register of shareholders, along with the index of beneficial owners maintained by the Depository, to be kept pursuant to Section 88 of the Act.
- (pp) “Registrar” shall mean the Registrar of Companies, from time to time having jurisdiction over the Company.
- (qq) “Rules” shall mean the rules made under the Act and notified from time to time.
- (rr) “Seal” shall mean the common seal(s) for the time being of the Company.

- (ss) “SEBI” shall mean the Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992.
- (tt) “Secretary” shall mean a company secretary within the meaning of clause (c) of sub-section (1) of Section 2 of the Company Secretaries Act, 1980 and includes any other individual possessing the prescribed qualifications and appointed to perform the duties which may be performed by a secretary under the Act and any other administrative duties.
- (uu) “Securities” shall mean the securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act, 1956.
- (vv) “Shareholder”/ “Member” shall mean any shareholder of shares of the Company, from time to time.
- (ww) “Shareholders’ Meeting” shall mean any meeting of the Shareholders of the Company, including Annual General Meetings as well as Extraordinary General Meetings of the Shareholders of the Company, convened from time to time in accordance with Law and the provisions of these Articles.
- (xx) “Special Resolution” shall have the meaning assigned to it under Section 114 of the Act.
- (yy) “Subsidiary (ies)” means all subsidiaries of the Company as determined under the Act and such other companies which may become Subsidiaries in future in accordance with applicable Law.
- (zz) “Subsidiaries and Joint Ventures Governance Committee” shall mean the committee of the Board of the Company constituted in terms of Article 39 of Part A of the Articles of Association of the Company and shall have at least one Independent Director as its member.
- (aaa) “Transfer” shall mean (i) any, direct or indirect, transfer or other disposition of any shares, securities (including convertible securities), or voting interests or any interest therein, including, without limitation, by operation of Law, by court order, by judicial process, or by foreclosure, levy or attachment; (ii) any, direct or indirect, sale, assignment, gift, donation, redemption, conversion or other disposition of such shares, securities (including convertible securities) or voting interests or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of such shares, securities (including convertible securities) or voting interests or any interest therein passes from one Person to another Person or to the same Person in a different legal capacity, whether or not for value; (iii) the granting of any security interest or encumbrance in, or extending or attaching to, such shares, securities (including convertible securities) or voting interests or any interest therein, and the word “Transferred” shall be construed accordingly.
- (bbb) “Tribunal” shall mean the National Company Law Tribunal constitutes under Section 408 of the Act.

Unless the context otherwise requires, words or expressions contained in these Articles and not otherwise defined or used herein, shall bear the same meaning as in the Act or any statutory

modification thereof in force, unless the context of the same as used in these Articles is to the contrary.

CONSTRUCTION

2. In these Articles (unless the context requires otherwise):
 - (a) References to a party shall, where the context permits, include such party's respective successors, legal heirs and permitted assigns.
 - (b) The descriptive headings of Articles are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of these Articles and shall not affect the construction of these Articles.
 - (c) References to Articles and sub-Articles are references to Articles and Sub-Articles of and to these Articles unless otherwise stated and references to these Articles include references to the Articles and Sub-Articles herein.
 - (d) Words importing the singular include the plural and vice versa, pronouns importing a gender include each of the masculine, feminine and neuter genders, and where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
 - (e) Wherever the words "include," "includes," or "including" is used in these Articles, such words shall be deemed to be followed by the words "without limitation".
 - (f) The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in these Articles mean and refer to these Articles and not to any particular Article of these Articles, unless expressly stated otherwise.
 - (g) 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 next Business Day following if the last day of such period is not a Business Day; and whenever any payment is to be made or action to be 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 following.
 - (h) A reference to a Party being liable to another Party, or to liability, includes, but is not limited to, any liability in equity, contract or tort (including negligence).
 - (i) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
 - (j) References to any particular number or percentage of securities of a Person (whether on a Fully Diluted Basis or otherwise) shall be adjusted for any form of restructuring of the share capital of that Person, including without limitation, consolidation or

subdivision or splitting of its shares, issue of bonus shares, issue of shares in a scheme of arrangement (including amalgamation or de-merger) and reclassification of equity shares or variation of rights into other kinds of securities.

- (k) 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 MCA. The applicable provisions of the Companies Act, 1956 shall cease to have effect from the date on which the corresponding provisions under the Act have been notified.
- (l) In the event any of the provisions of the Articles are contrary to the provisions of the Act and the Rules, the provisions of the Act and Rules will prevail.

EXPRESSIONS IN THE ACT AND THESE ARTICLES

- 3. Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

PUBLIC COMPANY

- 4. The Company is a public company within the meaning of Section 2(71) of the Act and accordingly:
 - (a) Is not a private company;
 - (b) Has a minimum paid-up share capital as per Law;
 - (c) Has minimum of seven (7) members. Also, where two (2) or more persons hold one (1) or more shares in the Company jointly, they shall, for purposes of this provision, be treated as a single Member; and

SHARE CAPITAL

- 5. The authorized share capital of the Company is as mentioned in Clause V of memorandum of association of the Company with power of the Board, to sub-divide, consolidate and increase and with power from time to time, issue any shares of the original capital with and subject to any preferential, qualified or special rights, privileges or conditions as may be, thought fit, and upon the sub-division of shares apportion the rights to participate in profits in any manner as between the shares resulting from sub-division and the minimum paid up capital of the Company as prescribed as per Law.
- 6. The Share Capital of the Company may be classified into Equity Shares with differential rights as to Dividend, voting or otherwise in accordance with the applicable provisions of the Act, Rules, and Law, from time to time.
- 7. All Equity Shares shall be of the same class and shall be alike in all respects and the holders thereof shall be entitled to identical rights and privileges including without limitation to identical rights and privileges with respect to Dividends, voting rights, and distribution of assets in the event of voluntary or involuntary liquidation, dissolution or winding up of the Company.

8. The Board may allot and issue shares of the Company as payment or part payment for any property purchased by the Company or in respect of goods sold or transferred or machinery or appliances supplied or for services rendered to the Company in relation to the formation of the Company, or for any acquisition and/or in the conduct of its business or for any goodwill provided to the Company; and any shares which may be so allotted may be issued as fully/partly Paid up shares and if so issued shall be deemed as fully/partly Paid up shares. However, the aforesaid shall be subject to the approval of shareholders under the relevant provisions of the Act and Rules.
9. The amount payable on application on each share shall not be less than 5% (five percent) of the nominal value of the share or, as may be specified by SEBI.
10. Nothing herein contained shall prevent the Directors from issuing fully Paid up shares either on payment of the entire nominal value thereof in cash or in satisfaction of any outstanding debt or obligation of the Company, subject to Law.
11. Except so far as otherwise provided by the conditions of issue or by these presents, any Capital raised by the creation of new Equity Shares, shall be considered as part of the existing Capital and shall be subject to the provisions herein contained with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.
12. All of the provisions of these Articles shall apply to the Shareholders.
13. Any application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any Equity Shares therein, shall be an acceptance of shares within the meaning of these Articles and every person who thus or otherwise accepts any shares and whose name is on the Register of Members shall for the purposes of these Articles be a Shareholder.
14. The money, (if any), which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall immediately on the insertion of the name of the allottee, in the Register of Members as the name of the holder of such Equity Shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.
15. Subject to the terms of these Articles, the Company in a general meeting upon the recommendation of the Board may consider offering shares of the Company to its employees including whole-time functional Directors under employees stock option plan or directly or through a committee, appointed by the Board. The allotment of such shares under this plan shall be in terms of the extant provisions in the Act, rules, regulations and guidelines of all the applicable statutes, from time to time.
16. The issue of certificates of shares or of duplicate or renewal of certificates of shares shall be governed in accordance with Article 24 of these Articles. The directors may also comply with the provisions of such rules or regulations of any depository with which shares of the Company are being dematerialized and with any of such stock exchange with which the Company gets listed at any point of time.

17. The Board may, in accordance of Article 31 of these Articles, from time to time, with the sanction of the Company in General Meeting by Ordinary Resolution increase the share capital of the Company by such sum to be Divided into shares of such amount and of such classes with such rights and privileges attached thereto as the General Meeting shall direct by specifying the same in the resolution and if no directions be given, as the Board may determine.
18. The Company may by Ordinary Resolution:
- (a) Consolidate and divide all or any of its share capital into shares on larger amount than its existing shares:
- Provided that no consolidation and division which results in changes in the voting percentage of shareholders shall take effect unless it is approved by the Tribunal on an application made in the prescribed manner;
- (b) Subdivide its existing shares or any of them into shares of similar amount than is fixed by the Memorandum so however, that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced shares shall be the same as it was in the case of the share from which the reduced share is derived subject nevertheless to the provisions of Section 61 of the Act; and
- (c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled. A cancellation of shares in pursuance of this Article shall not be deemed to be a reduction of share capital within the meaning of the Act.
19. The Company may, in accordance of Article 31 of these Articles, reduce in any manner, from time to time, by special resolution:
- (a) Its share capital; and
- (b) Any capital redemption reserve fund or any share premium account.

SECURITIES

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

DEMATERIALIZATION OF SECURITIES

21. (a) **Dematerialization:**

Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its existing Securities, rematerialize its Securities held in the Depositories and/or to offer its fresh Securities in a dematerialized form pursuant to the Depositories

Act, and the rules framed thereunder, if any.

- (b) Subject to the applicable provisions of the Act, either the Company or the investor may exercise an option to issue, dematerialize, 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 thereto shall be governed by the provisions of the Depositories Act.
- (c) Notwithstanding anything contained in these Articles to the contrary, in the event the Securities of the Company are dematerialized, the Company shall issue appropriate instructions to the Depository not to Transfer the Securities of any Shareholder except in accordance with these Articles.
- (d) If a Person opts to hold his Securities with a Depository, the Company shall intimate such Depository the details of allotment of the Securities and on receipt of the information, the Depository shall enter in its record the name of the allottee as the Beneficial Owner of the Securities.

(e) **Securities in Depositories to be in fungible form:**

All Securities held by a Depository shall be dematerialized and be held in fungible form. Nothing contained in Sections 88 and 89 of the Act shall apply to a Depository in respect of the Securities held by it on behalf of the Beneficial Owners.

(f) **Rights of Depositories & Beneficial Owners:**

- (i) Notwithstanding anything to the contrary contained in the Act or these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of Securities on behalf of the Beneficial Owner.
 - (ii) Save as otherwise provided in (i) above, the Depository as the registered owner of the Securities shall not have any voting rights or any other rights in respect of the Securities held by it.
 - (iii) Every person holding shares of the Company and whose name is entered as the Beneficial Owner in the records of the Depository shall be deemed to be a Shareholder of the Company.
 - (iv) The Beneficial Owner of Securities shall, in accordance with the provisions of these Articles and the Act, be entitled to all the rights and subject to all the liabilities in respect of his Securities, which are held by a Depository.
- (g) Except as ordered by a court of competent jurisdiction or as may be required by Law and subject to the applicable provisions of the Act, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share or whose name appears as the Beneficial Owner of any share 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 shares or (except only as by these Articles otherwise expressly

provided) any right in respect of a share other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has expressed or implied notice thereof but the Board shall at their sole discretion register any share in the joint names of any two or more persons or the survivor or survivors of them.

(h) **Register and Index of Beneficial Owners:**

The Company shall cause to be kept a register and index of Shareholders with details of shares held in materialized and dematerialized forms in any media as may be permitted by Law including any form of electronic media.

The register and index of Beneficial Owners maintained by a Depository under the Depositories Act shall be deemed to be a register and index of Shareholders for the purposes of the Act. The Company shall have the power to keep in any state or country outside India a part of the register for the members resident in that state or country.

(i) **Cancellation of Certificates upon surrender by Person:**

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

(j) **Service of Documents:**

Notwithstanding anything contained in the Act or these Articles to the contrary, where Securities are held in a Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies or discs.

(k) **Transfer of Securities:**

(i) Nothing contained in Section 56 of the Act or these Articles shall apply to a transfer of Securities effected by transferor and transferee both of whom are entered as Beneficial Owners in the records of a Depository.

(ii) In the case of transfer or transmission of shares or other marketable Securities where the Company has not issued any certificates and where such shares or Securities are being held in any electronic or fungible form in a Depository, the provisions of the Depositories Act shall apply.

(l) **Allotment of Securities dealt with by a Depository:**

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

(m) **Certificate Number and other details of Securities in Depository:**

Nothing contained in the Act or these Articles regarding the necessity of having

certificate number/distinctive numbers for Securities issued by the Company shall apply to Securities held with a Depository.

(n) Provisions of Articles to apply to Shares held in Depository:

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

(o) Depository to furnish information:

Every Depository shall furnish to the Company information about the transfer of Securities in the name of the Beneficial Owner at such intervals and in such manner as may be specified by Law and the Company in that behalf.

(p) Option to opt out in respect of any such Security:

If a Beneficial Owner seeks to opt out of a Depository in respect of any Security, he shall inform the Depository accordingly. The Depository shall on receipt of such information make appropriate entries in its records and shall inform the Company. The Company shall within 30 (thirty) days of the receipt of intimation from a Depository and on fulfillment of such conditions and on payment of such fees as may be specified by the Depositories Act, 1996 and Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, issue the certificate of Securities to the Beneficial Owner or the transferee as the case may be.

(q) Overriding effect of this Article:

Provisions of this Article 21 will have full effect and force notwithstanding anything to the contrary or inconsistent contained in any other Articles in Part A.

COMMISSION AND BROKERAGE

22. (a) Subject to the applicable provisions of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or procuring subscription, (whether absolutely or conditionally), for any shares in the Company in accordance with the provisions of the Companies (Prospectus and Allotment of Securities) Rules, 2014.

(b) The Company may also, on any issue of shares, pay such brokerage as may be lawful.

SHARES AT THE DISPOSAL OF THE DIRECTORS

23. (a) Subject to the provisions of Section 62 and other applicable provisions of the Act, and these Articles, the shares in the Capital of the Company for the time being (including any shares forming part of any increased Capital of the Company) shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to Persons in such proportion and on such terms and conditions and either at a premium, at par or at a discount (subject to compliance with Section 53 and Section 54 of the Act) at such time as they may, from time to time, think fit and with the sanction of the Company

in the General Meeting to give to any Person or Persons the option or right to call for any shares of the Company either at par or premium during such time and for such consideration as the Board thinks fit and may issue and allot shares of the Company in the capital of the Company on payment in full or part of any property sold and transferred or for any, services rendered to the Company in the conduct of its business and any shares of the Company which may be so allotted may be issued as fully Paid up shares of the Company and if so issued, shall be deemed to be fully paid up shares. Provided that option or right to call of shares of the Company shall not be given to any Person or Persons without the sanction of the Company in the General Meeting.

- (b) If, by the conditions of allotment of any share, the whole or part of the amount thereof shall be payable by installments, every such installment shall, when due, be paid to the Company by the person who, for the time being, shall be the registered holder of the shares or by his executor or administrator.
- (c) Every Shareholder, or his heirs, Executors, or Administrators shall pay to the Company, the portion of the Capital represented by his share or shares which may for the time being remain unpaid thereon in such amounts at such time or times and in such manner as the Board shall from time to time in accordance with the Articles require or fix for the payment thereof.
- (d) In accordance with the applicable provisions of the Act and the Rules:
 - (i) Every Shareholder or allottee of shares shall be entitled without payment, to receive one or more certificates specifying the name of the Person in whose favour it is issued, the shares to which it relates and the amount Paid up thereon. Such certificates shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or its fractional coupon of requisite value, save in cases of issue of share certificates against letters of acceptance or of renunciation, or in cases of issue of bonus shares. Such share certificates shall also be issued in the event of consolidation or sub-division of shares of the Company. Every such certificate shall be issued under the Seal of the Company which shall be affixed in the presence of 2 (two) Directors or persons acting on behalf of the Board under a duly registered power of attorney and the Secretary or some other person appointed by the Board for the purpose and the 2 (two) Directors or their attorneys and the Secretary or other person shall sign the shares certificate(s), provided that if the composition of the Board permits, at least 1 (one) of the aforesaid 2 (two) Directors shall be a person other than a Managing Director(s) or an executive director(s). Particulars of every share certificate issued shall be entered in the Register of Members against the name of the Person, to whom it has been issued, indicating the date of issue. For any further certificate, the Board shall be entitled, but shall not be bound to prescribe a charge not exceeding Rupees twenty (20).
 - (ii) Every Shareholder shall be entitled, without payment, to one or more certificates, in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within 2 (two) months from the date of allotment, or within 1 (one)

month of the receipt of instrument of transfer, transmission, sub-division, consolidation or renewal of its shares as the case may be. Every certificate of shares shall be in the form and manner as specified in Article 23(d)(i) above and in respect of a share or shares held jointly by several Persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate of shares to the first named joint holder shall be sufficient delivery to all such holders.

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

SHARES AND SHARE CERTIFICATES

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

Provided that notwithstanding what is stated above, the Directors shall comply with the

applicable provisions of the Act and Law including rules made under the Securities Contracts (Regulation) Act, 1956, as amended or any other Act, or rules applicable in this behalf.

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

- (e) The provisions of this Article shall mutatis mutandis apply any other Securities of the Company.
- (f) When a new share certificate has been issued in pursuance of sub-article (d) of this Article, it shall be in the form and manner stated under the Companies (Share Capital and Debentures) Rules, 2014.
- (g) Where a new share certificate has been issued in pursuance of sub-articles (d) or (f) of this Article, particulars of every such share certificate shall be entered in a Register of Renewed and Duplicate Certificates maintained in the form and manner specified under the Companies (Share Capital and Debentures) Rules, 2014.
- (h) All blank forms to be used for issue of share certificates shall be printed and the printing shall be done only on the authority of a Resolution of the Board. The blank forms shall be consecutively machine-numbered and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the Secretary or of such other person as the Board may authorize for the purpose and the Secretary or the other person aforesaid shall be responsible for rendering an account of these forms to the Board.
- (i) The Secretary shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates including the blank forms of the share certificate referred to in sub-article (h) of this Article.
- (j) All books referred to in sub-article (i) of this Article, shall be preserved in the manner specified in the Companies (Share Capital and Debentures) Rules, 2014.
- (k) If any Share stands in the names of 2 (two) or more Persons, the Person first named in the Register of Members shall as regards receipt of Dividends or bonus, or service of notices and all or any other matters connected with the Company except voting at meetings and the transfer of shares, be deemed the sole holder thereof, but the joint holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such shares, and for all incidents thereof according to these Articles.

SHARE WARRANTS

- 25. The Company may issue share warrants subject to, and in accordance with, the provisions of Sections 114 and 115 of the Companies Act, 1956; and accordingly the Board may in its discretion, with respect to any Share which is fully Paid up, on application in writing signed by the Persons 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 on receiving the certificate (if any) of the Share, and

the amount of the stamp duty on the warrant and such fee as the Board may from time to time require, issue a share warrant.

- (a)
 - (i) The bearer of a share warrant may at any time deposit the warrant at the Office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company, and of attending, and voting and exercising the other privileges of a Shareholder at any meeting held after the expiry of 2 (two) clear days from the time of deposit, as if his name were inserted in the Register of Members as the holder of the Share included in the deposited share warrant.
 - (ii) Not more than one person shall be recognised as depositor of the share warrant.
 - (iii) The Company may, on 2 (two) days' written notice, return the deposited share warrant to the depositor.
- (b)
 - (i) Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant, sign a requisition for calling a meeting of the Company, or attend, or vote or exercise any other privileges of a Shareholder at a meeting of the Company, or be entitled to receive any notices from the Company.
 - (ii) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Members as the Shareholder included in the warrant, and he shall be a Shareholder of the Company.
- (c) The Board may, from time to time, make rules as to the terms on which (if it shall think fit) a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.
- (d) The provisions contained under this Article shall cease to have effect post the notification of section 465 of the Act which shall repeal the provisions of Companies Act, 1956.

CONVERSION OF SHARES INTO STOCK AND RECONVERSION

- 26. (a) The Company in a General Meeting may, by Ordinary Resolution, convert any Paid up shares into stock and when any shares shall have been converted into stock, the several holders of such stock may henceforth transfer their respective interest therein, or any part of such interests, in the same manner and subject to the same regulations as those subject to which shares from which the stock arose might have been transferred, if no such conversion had taken place or as near thereto as circumstances will admit. The Company may, by an Ordinary Resolution, at any time reconvert any stock into Paid up shares of any denomination. Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so however such minimum shall not exceed the nominal amount 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 privileges or advantages, (except participation in the Dividends and profits of the

Company and in the assets on winding-up), shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

CALLS

27. (a) Subject to the provisions of Section 49 of the Act, the Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board, (and not by circular resolution), make such call of such shares as it thinks fit upon the Shareholders in respect of all money unpaid on the shares held by them respectively and each Shareholder shall pay the amount of every call so made on him to the Person or Persons and Shareholders and at the times and places appointed by the Board. A call may be made payable by installments. Provided that the Board shall not give the option or right to call on shares to any person except with the sanction of the Company in the General Meeting.

(b) 30 (thirty) days' notice in writing at the least of every call (otherwise than on allotment) shall be given by the Company specifying the time and place of payment and if payable to any Person other than the Company, the name of the person to whom the call shall be paid, provided that before the time for payment of such call, the Board may by notice in writing to the Shareholders revoke the same.

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

(d) The Board may, from time to time at its discretion, extend the time fixed for the payment of any call and may extend such time as to all or any of the Shareholders who, from residence at a distance or other cause the Board may deem fairly entitled to such extension; but no Shareholders shall be entitled to such extension save as a matter of grace and favour.

(e) **Restriction on Power to make calls and notice:**

No call shall exceed one-half of the nominal amount of share, or be made payable within 30 days' after the last preceding call was payable. Not less than 30 days', notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.

(i) If the sum payable in respect of any call or installment be not paid on or before the day appointed for payment thereof, the holder for the time being in respect of the share for which the call shall have been made or the installment shall be due, shall pay interest for the same at the rate of 12 percent interest per annum, from the day appointed for the payment thereof to the time of the actual payment or at such lower rate (if any) as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest either wholly or in part.

(f) **Amount payable at fixed times or payable by installments as calls:**

If by the terms of issue of any share or otherwise any amount is made payable upon allotment or at any fixed time, or by investments at fixed time or whether on account of the amount of the share or by way of premium, every such amount or installment, shall be payable as if it were a call duly made by the Board end of which due notice had been given, and all the provisions herein contained in respect of calls shall relate to amount or installment accordingly.

(g) Evidence in action by Company against shareholders:

On the trial or hearing of any action or suit brought by the Company against any Shareholder or his legal representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the Shareholder in respect of whose shares the money is sought to be recovered appears entered on the Register of Members as the holder and that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the Shareholder or his representatives so sued in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted nor any other matters whatsoever; but the proof of the matters aforesaid shall be conclusive evidence of the debt.

Neither a judgment nor a decree in favour of the Company for calls or other money due in respect of any share nor any part payment or satisfaction thereunder, nor the receipt by the Company of a portion of any money which shall from time to time be due from any Shareholder to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.

(h) Payment of call in advance:

The Board may, if it thinks fit (subject to the provisions of Section 50 of the Act) agree to and receive from any Shareholder willing to advance the same, the whole or any part of the money due upon the shares held by him beyond the sums actually called up, and upon the amount so paid or satisfied in advance or so much thereof as from time to time and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares in respect of which such advance has been made, the Company may pay interest, as the Shareholder paying such sum in advance and the Board agree upon, provided that the money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced.

- (a) No Shareholder shall be entitled to voting rights in respect of the money(ies) so paid by him until the same would but for such payment, become presently payable
- (b) The provisions of these Articles shall mutatis mutandis apply to the calls on Debentures of the Company.

(c) **Revocation of calls:**

A call may be revoked or postponed at the discretion of the Board.

FORFEITURE

28. (a) If call or Installment not paid notice may be given

- (i) If any Shareholder fails to pay any call or installment of a call on or before the day appointed for the payment of the same, the Board may, at any time thereafter during such time as the call or installment remains unpaid serve a notice on such Shareholder requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company for the reason of such nonpayment.
- (ii) The notice shall name a day (not being less than 14 days from the date of notice) and a place or places on and at which such call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of nonpayment at or before the time and at the place appointed the shares in respect of which such call was made or installments is payable will be liable to be forfeited. If notice is not complied with shares in respect of which such notice was given may be forfeited.
- (iii) If the requirements of any such notice as aforesaid, be not complied with any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, interest and expenses due in respect thereof be forfeited by a resolution of the Board to that effect.

(b) **Notice after forfeiture:**

When any share shall have been so forfeited, notice of the resolution shall be given to the Shareholder in whose name it stood immediately prior to the forfeiture and any entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members but no forfeiture shall be in any manner invalidated by any omission or neglect to give notice or to make such entry as aforesaid.

(c) **Forfeited share to become property of the Company:**

Any share so forfeited shall be deemed to be the property of the Company and the Board may sell, re-allot or otherwise dispose of the same in such manner as it thinks fit and the certificate or certificates originally issued in respect of the relevant shares shall, (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Shareholder), stand cancelled and become null and void and of no effect and the Board shall be entitled to issue a new certificate or certificates in respect of the said shares to any person or persons entitled thereto.

(d) **Power of annul forfeiture:**

The Board may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as

it thinks fit.

(e) Liability on forfeiture:

A person whose share has been forfeited shall cease to be a Shareholder in respect of the share forfeited but shall, notwithstanding remain liable to pay and shall forthwith pay to the Company all calls, or installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon, from the date of forfeiture, until payment at 12 percent interest per annum and the Board may enforce the payment thereof, or any part thereof without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so. 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.

(f) Evidence of forfeiture:

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

(g) Forfeiture provisions to apply to non-payment in terms of Issue:

The provisions of Article 28 hereof 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 a share or by way of premium as if the same had been payable by virtue of a call duly made and notified.

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

Lien

- 29. (a) The Company shall have a first and paramount lien upon every share/debenture not being a fully Paid up share/debenture registered in the name of each member (whether solely or jointly with others), and upon the proceeds of sale thereof for moneys called on payable

at a fixed time in respect of such share/debenture whether the time for the payment thereof shall have actually arrived or not and no equitable interest in any share/debenture shall be created except upon the footing and condition that Article 29 hereof is to have fully effect. Such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures subject to Section 205A of the Act. Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this clause. Fully paid up shares/debentures shall be free from all lien.

(b) As to enforcing lien by sale:

For the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as it think fit, but no sale shall be made until such time for payment as aforesaid shall have arrived and until notice in writing of the intention to sell has been served on such Shareholder, his executor or administrators or his payment of the moneys called or payable at a fixed time in respect such shares for thirty days after the date of such notice.

(c) Application of proceeds of sale:

The net proceeds of the sale shall be received by the Company and applied in or towards 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 share at the date of this sale.

(d) Board may issue new certificate:

Where any share under the power in that behalf herein contained is sold by the Board and the certificate in respect thereof has not been delivered upto the Company by the former holder of such share the Board may issue a new certificate for such share distinguishing in such manner as it may think fit from the certificate not so delivered up.

TRANSFER AND TRANSMISSION OF SHARES

30. (a) The Company shall maintain a "Register of Transfers" and shall have recorded therein fairly and distinctly particulars of every transfer or transmission of any Share, or other Security held in a material form.

(b) In accordance with Section 56 of the Act, the Rules and such other conditions as may be prescribed under Law, every instrument of transfer of shares held in physical form shall be in writing. All provisions of Section 56 of the Act and statutory modifications thereof shall be complied with in respect to all transfers of shares of the Company and registration thereof. 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 shall apply.

(i) An application for the registration of a transfer of the shares in the Company

may be made either by the transferor or the transferee within the time frame prescribed under the Act

- (ii) Where the application is made by the transferor and relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee in a prescribed manner and the transferee communicates no objection to the transfer within 2 (two) weeks from the receipt of the notice.
- (c) Every such instrument of transfer shall be executed by both, the transferor and the transferee and attested and the transferor shall be deemed to remain the holder of such share until the name of the transferee shall have been entered in the Register of Members in respect thereof.
- (d) The Board shall have power on giving not less than 7 (seven) days previous notice by advertisement in a vernacular newspaper and in an English newspaper having wide circulation in the city, town or village in which the Office of the Company is situated, and publishing the notice on the website as may be notified by the Central Government and on the website of the Company, to close the transfer books, the Register of Members at such time or times and for such period or periods, not exceeding 30 (thirty) days at a time and not exceeding in the aggregate 45 (forty-five) days in each year, as it may deem expedient.
- (e) Subject to the provisions of Sections 58 and 59 of the Act, these Articles and other applicable provisions of the Act or any other Law for the time being in force, the Board may, refuse to register the transfer of, or the transmission by operation of law of the right to, any securities or interest of a Shareholder in the Company. Further, subject to the provisions of Section 56 of the Act and section 22A and other relevant provisions of the Securities Contracts (Regulation) Act, 1956, as amended, the Board may, at its absolute and uncontrolled discretion and by giving reasons, decline to register or acknowledge any transfer of shares whether fully paid or not and the right of refusal shall not be affected by the circumstances that the proposed transferee is already a Shareholder of the Company. The Board shall, within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, send a notice of refusal to the transferee and transferor or to the person giving notice of such transmission, as the case may be, giving reasons for such refusal.

Provided that, registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other Person or Persons indebted to the Company on any account whatsoever except where the Company has a lien on shares. Transfer of shares/ debentures in whatever lot shall not be refused.

- (f) Subject to the applicable provisions of the Act and these Articles, the Directors shall have the absolute and uncontrolled discretion to refuse to register a Person entitled by transmission to any shares or his nominee as if he were the transferee named in any ordinary transfer presented for registration, and shall not be bound to give any reason for such refusal and in particular may also decline in respect of shares upon which the Company has a lien.

- (g) Subject to the provisions of these Articles, the Company shall not refuse the transfer of shares in violation of the stock exchange listing requirements on the ground that the number of shares to be transferred is less than any specified number.
- (h) In case of the death of any one or more Shareholders named in the Register of Members as the joint-holders of any shares, the survivors shall be the only Shareholder or Shareholders recognized by the Company as having any title to or interest in such shares, but nothing therein 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.
- (i) The Executors or Administrators or holder of the succession certificate or the legal representatives of a deceased Shareholder, (not being one of two or more joint-holders), shall be the only Shareholders recognized by the Company as having any title to the shares registered in the name of such Shareholder, and the Company shall not be bound to recognize such Executors or Administrators or holders of succession certificate or the legal representatives unless such Executors or Administrators or legal representatives shall have first obtained probate or letters of administration or succession certificate, as the case may be, from a duly constituted court in India, provided that the Board may in its absolute discretion dispense with production of probate or letters of administration or succession certificate, upon such terms as to indemnity or otherwise as the Board may in its absolute discretion deem fit and may under Article 34(a) of these Articles register the name of any Person who claims to be absolutely entitled to the shares standing in the name of a deceased Shareholder, as a Shareholder.
- (j) The Board shall not knowingly register a transfer of any share to a minor or insolvent or Person of unsound mind, except fully paid shares through a legal guardian.
- (k) Subject to the provisions of Articles, any Person becoming entitled to shares in consequence of the death, lunacy, bankruptcy of any Shareholder or Shareholders, 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 that he sustains the character in respect of which he proposes to act under this Article, or of his title, as the Board thinks sufficient, either be registered himself as the holder of the shares or elect to have some Person nominated by him and approved by the Board, registered as such holder; provided nevertheless, that if such Person shall elect to have his nominee registered, he shall testify the election by executing in favour of his nominee an instrument of transfer in accordance with the provisions herein contained and until he does so, he shall not be freed from any liability in respect of the shares.
- (l) A Person becoming entitled to a share by reason of the death or insolvency of a Shareholder shall be entitled to the same Dividends and other advantages to which he would be entitled if he were the registered holder of the shares, except that he shall not, before being registered as a Shareholder in respect of the shares, be entitled to exercise any right conferred by membership in relation to meetings of the Company.

Provided that the Directors shall, at any time, give notice requiring any such Person to elect either to be registered himself or to transfer the shares, and if such notice is

not complied with within 90 (ninety) days, the Directors may thereafter withhold payment of all Dividends, bonuses or other monies payable in respect of the shares until the requirements of the notice have been complied with.

- (m) Every instrument of transfer shall be presented to the Company duly stamped for registration accompanied by such evidence as the Board may require to prove the title of the transferor and his right to transfer the shares. Every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board.

Where any instrument of transfer of shares has been received by the Company for registration and the transfer of such shares has not been registered by the Company for any reason whatsoever, the Company shall transfer the Dividends in relation to such shares to a special account unless the Company is authorized by the registered holder of such shares, in writing, to pay such Dividends to the transferee and will keep in abeyance any offer of right shares and/or bonus shares in relation to such shares.

In case of transfer and transmission of shares or other marketable securities where the Company has not issued any certificates and where such shares or Securities are being held in any electronic and fungible form in a Depository, the provisions of the Depositories Act shall apply.

- (n) 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 a properly stamped and executed instrument of transfer in accordance with the provisions of Section 56 of the Act.
- (o) No fee shall be payable to the Company, in respect of the registration of transfer or transmission of shares, or for registration of any power of attorney, probate, letters of administration and succession certificate, certificate of death or marriage or other similar documents, sub division and/or consolidation of shares and sub-divisions of letters of allotment, renounceable letters of right and split, consolidation, renewal and genuine transfer receipts into denomination corresponding to the market unit of trading.
- (p) The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof, (as shown or appearing in the Register of Members), to the prejudice of a Person or Persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had any notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred thereto, in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do, 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.

- (q) There shall be a common form of transfer in accordance with the Act and Rules.

The provision of these Articles shall subject to the applicable provisions of the Act, the Rules and any requirements of Law. Such provisions shall mutatis mutandis apply to the transfer or transmission by operation of Law to other Securities of the Company.

INCREASE AND REDUCTION OF CAPITAL

31. (a) Increase of Capital

Subject to these Articles and Section 61 of the Act, the Company may, by Ordinary Resolution in General Meeting from time to time, alter the conditions of its Memorandum as follows, that is to say, it may increase its Share Capital by such amount as it thinks expedient.

(b) Reduction of capital:

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

(c) Further issue of capital

- (i) Where at any time, the Company proposes to increase its subscribed capital by the allotment of further shares either out of the unissued capital or out of the increased Share Capital, such shares shall be offered—

A. to persons who, at the date of the offer, are holders of Equity Shares of the Company in proportion, as nearly as circumstances admit, to the Paid up Share Capital on those shares by sending a letter of offer subject to the following conditions, namely:-

- a. the offer shall be made by notice specifying the number of shares offered and limiting a time not being less than 30 (thirty) days from the date of the offer within which the offer, if not accepted, shall be deemed to have been declined;
- b. the offer aforesaid shall be deemed to include a right exercisable by the Person concerned to renounce the shares offered to him or any of them in favour of any other Person; and the notice referred to in clause a. above shall contain a statement of this right. Provided that the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him;
- c. after the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the Person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner which is not disadvantageous to the Shareholders and the Company; and

d. Nothing in sub-clause b of clause A of sub-article (i) above 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 favor the renunciation was first made has declined to take the shares comprised in the renunciation.

e. Nothing in this article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the debenture issued or loans raised by the Company:

- (i) to convert such debentures or loans into shares in the Company; or
- (ii) to subscribe for shares in the Company (whether such option is conferred in these articles or otherwise).

Provided that the terms of the issue of such debentures or the terms of such loans include a term providing for such option and such term:

- (a) either has been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with the Rules, if any, made by that Government in this behalf; and
- (b) in the case of debentures or loans or other than debentures issued to or loans obtained from Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the Company in General Meeting before the issue of the debentures or raising of the loans.

B. to any persons, if it is authorised by a Special Resolution, whether or not those Persons include the Persons referred to in clause A 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 the Rules.

- (ii) The notice referred to in sub-clause a. of clause A of sub-article (i) shall be dispatched through registered post or speed post or through electronic mode to all the existing Shareholders at least 3 (three) days before the opening of the issue.
- (iii) The provisions contained in this Article shall be subject to the provisions of the Section 42 and Section 62 of the Act, the Rules and other applicable provisions of the Act.

SURRENDER OF SHARES

32. Subject to the provisions of Section 66 of the Act, the Board may accept from any Shareholder the surrender on such terms and conditions as shall be agreed to, all or any of his shares.

POWER TO MODIFY RIGHTS

33. Where, the Capital, is divided (unless otherwise provided by the terms of issue of the shares of that class) into different classes of shares, all or any of the rights and privileges attached to each class may, subject to the provisions of Section 48 of the Companies Act, 2013 and Law, and whether or not the Company is being wound up, be modified, commuted, affected or abrogated or dealt with by agreement between the Company and any Person purporting to contract on behalf of that class, provided the same is affected with consent in writing or by way of a Special Resolution passed at a separate meeting of the holders of the issued shares of that class. Subject to Section 48 of the Act and Law, all provisions hereafter contained as to General Meetings (including the provisions relating to quorum at such meetings) shall mutatis mutandis apply to every such meeting.

NOMINATION BY SECURITIES HOLDERS

34. a) Every holder of Securities of the Company may, at any time, nominate, in the manner prescribed under the Companies (Share Capital and Debentures) Rules, 2014, a Person as his nominee in whom the Securities of the Company held by him shall vest in the event of his death.
- b) Where the Securities of the Company are held by more than one Person jointly, the joint holders may together nominate, in the manner prescribed under the Companies (Share Capital and Debentures) Rules, 2014, a Person as their nominee in whom all the rights in the Securities Company shall vest in the event of death of all the joint holders.
- c) Notwithstanding anything contained in any other Law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of the Securities of the Company, where a nomination made in the manner prescribed under the Companies (Share Capital and Debentures) Rules, 2014, purports to confer on any Person the right to vest the Securities of the Company, the nominee shall, on the death of the holder of Securities of the Company or, as the case may be, on the death of the joint holders become entitled to all the rights in Securities of the holder or, as the case may be, of all the joint holders, in relation to such Securities of the Company to the exclusion of all other Persons, unless the nomination is varied or cancelled in the prescribed manner under the Companies (Share Capital and Debentures) Rules, 2014.
- d) Where the nominee is a minor, the holder of the Securities concerned, can make the nomination to appoint in prescribed manner under the Companies (Share Capital and Debentures) Rules, 2014, any Person to become entitled to the Securities of the Company in the event of his death, during the minority.
- e) The transmission of Securities of the Company by the holders of such Securities and transfer in case of nomination shall be subject to and in accordance with the provisions of Section 71 of the Act and the Companies (Share Capital and Debentures) Rules, 2014.

NOMINATION IN CERTAIN OTHER CASES

35. Subject to the applicable provisions of the Act and these Articles, any person becoming entitled to Securities in consequence of the death, lunacy, bankruptcy or insolvency of any holder of Securities, 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 that he sustains the character in respect of which he proposes to act under this Article or of such title as the Board thinks sufficient, either be registered himself as the holder of the Securities or elect to have some Person nominated by him and approved by the Board registered as such holder; provided nevertheless that, if such Person shall elect to have his nominee registered, he shall testify the election by executing in favour of his nominee an instrument of transfer in accordance with the provisions herein contained and until he does so, he shall not be freed from any liability in respect of the Securities.

BORROWING POWERS

36. (a) Power to borrow

Subject to the provisions of Sections 73, 179 and 180, and other applicable provisions of the Act and these Articles, the Board may, from time to time, at its discretion by resolution passed at the meeting of a Board, raise or borrow either from the Directors or from elsewhere and secure the payment of any sum or sums of money for the purpose of the Company provided that the Board shall not, without the sanction of the Company pursuant to a Special Resolution passed in a General Meeting borrow any sum of money which together with money already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) will exceed the aggregate for the time being of the Paid up capital of the Company and its free reserves, that is to say, reserves not set aside for any specific purpose.

(b) Conditions on which money may be borrowed:

The Board may raise or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit, and in particular by the issue of bonds, perpetual or redeemable debentures or debenture-stock, or any mortgage, or other tangible security on the undertaking of the whole or any part of the Company (both present and future) but shall not create a charge on its capital for the time being without the sanction of the Company in the General Meeting.

(c) Issue at discount or with special privileges:

Subject to the provisions of Section 53 of the Act, any debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise and with any special privileges to redemption, surrender, drawings, allotment of shares, appointment of Directors or otherwise.

(d) Subject to the applicable provisions of the Act and these Articles, if any uncalled Capital of the Company is included in or charged by any mortgage or other security, the Board shall make calls on the Shareholders in respect of such uncalled Capital in trust for the Person in whose favour such mortgage or security is executed, or if permitted by the Act, may by instrument under seal authorize the Person in whose favour such mortgage or security is executed or any other Person in trust for him to make calls on the Shareholders in respect of such uncalled Capital and the provisions hereinafter contained in regard to calls shall mutatis mutandis apply to calls made under such authority and such authority may be made exercisable either conditionally or unconditionally or either presently or contingently and either to the exclusion of the Board's power or otherwise and shall be

assignable if expressed so to be.

- (e) The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all mortgages and charges specifically affecting the property of the Company; and shall cause the requirements of the relevant provisions of the Act in that behalf to be duly complied with within the time prescribed under the Act or such extensions thereof as may be permitted under the Act, as the case may be, so far as they are required to be complied with by the Board.
- (f) Any capital required by the Company for its working capital and other capital funding requirements may be obtained in such form as decided by the Board from time to time.

The Company shall also comply with the provisions of the Companies (Registration of Charges) Rules, 2014 in relation to the creation and registration of aforesaid charges by the Company.

GENERAL MEETING

37. (a) In accordance with the provisions of the Act, the Company shall in each year hold a General Meeting specified as its Annual General Meeting and shall specify the meeting as such in the notices convening such meetings. Further, not more than 15 (fifteen) months gap shall exist between the date of one Annual General Meeting and the date of the next Annual General Meeting. All General Meetings other than Annual General Meetings shall be Extraordinary General Meetings.

(b) **When Annual General Meeting to be held**

Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon the Registrar under the provisions of Section 96(1) of the Act to extend the time within which any Annual General Meeting may be held.

(c) **Venue, Day and Time for holding Annual General Meeting**

- (i) Every Annual General Meeting shall be called during business hours, that is, between 9 A.M. and 6 P.M. on a day that is not a national holiday, and shall be held at the Office of the Company or at some other place within the city, town or village in which the Office of the Company is situated, as the Board may determine and the notices calling the Meeting shall specify it as the Annual General Meeting.
- (ii) Every Shareholder of the Company shall be entitled to attend the Annual General Meeting either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor. At every Annual General Meeting of the Company there shall be laid on the table, the Directors' Report and Audited Statement of Accounts, Auditors' Report, (if not already incorporated in the Audited Statement of Accounts), the proxy Register with proxies and the Register of Directors' shareholdings which latter Register shall remain open and accessible during the continuance of the Meeting. The Board shall cause to be prepared the Annual Return and forward the same to the concerned Registrar of Companies, in accordance with

Sections 92 and 137 of the Act. The Directors are also entitled to attend the Annual General Meeting.

(d) When extraordinary general meeting to be called

- (i) The Board may, whenever it thinks fit, call an Extraordinary General Meeting and it shall do so upon a requisition received from such number of Shareholders who hold, on the date of receipt of the requisition, not less than one-tenth of such of the Paid up Share Capital of the Company as on that date carries the right of voting and such meeting shall be held at the Office or at such place and at such time as the Board thinks fit.
- (ii) Any valid requisition so made by Shareholders must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the Office; provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.
- (iii) Upon the receipt of any such valid requisition, the Board shall forthwith call an Extraordinary General Meeting and if they do not proceed within 21 (twenty-one) days from the date of the requisition being deposited at the Office to cause a meeting to be called on a day not later than 45 (forty-five) days from the date of deposit of the requisition, the requisitionists or such of their number as represent either a majority in value of the Paid up Share Capital held by all of them or not less than one-tenth of such of the Paid up Share Capital of the Company as is referred to in Section 100 of the Act, whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid.
- (iv) Any meeting called under the foregoing sub-articles by the requisitionists, shall be called in the same manner, as nearly as possible, as that in which a meeting is to be called by the Board.
- (v) The accidental omission to give any such notice as aforesaid to any of the Shareholders, or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting.
- (vi) No General Meeting, Annual or Extraordinary, shall be competent to enter into, discuss or transact any business which has not been mentioned in the notice or notices by which it was convened.
- (vii) The Extraordinary General Meeting called under this Article shall be subject to and in accordance with the provisions contained under the Companies (Management and Administration) Rules, 2014.

(e) Circulation of Shareholders' resolution:

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

(f) Notice of meetings

- (i) Number of days' notice of General Meeting to be given: A General Meeting of the Company may be called by giving not less than 21 (twenty one) days clear notice in writing or in electronic mode, excluding the day on which notice is served or deemed to be served (i.e., on expiry of 48 (forty eight) hours after the letter containing the same is posted). However, a General Meeting may be called after giving shorter notice if consent is given in writing or by electronic mode by not less than 95 (ninety five) percent of the Shareholders entitled to vote at that meeting.

The notice of every meeting shall be given to:

- a. every Shareholder, legal representative of any deceased Shareholder or the assignee of an insolvent Shareholder of the Company,
 - b. Auditor or Auditors of the Company, and
 - c. all Directors.
- (ii) Notice of meeting to specify place, etc., and to contain statement of business: Notice of every meeting of the Company shall specify the place, date, day and hour of the meeting, and shall contain a statement of the business to be transacted thereat shall be given in the manner prescribed under Section 102 of the Act.
- (iii) Contents and manner of service of notice and Persons on whom it is to be served: Every notice may be served by the Company on any Shareholder thereof either personally or by sending it by post to their/its registered address in India and if there be no registered address in India, to the address supplied by the Shareholder to the Company for giving the notice to the Shareholder.
- (iv) Special Business: Subject to the applicable provisions of the Act, where any items of business to be transacted at the meeting are deemed to be special, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each item of business including any particular nature of the concern or interest if any therein of every Director or manager (as defined under the provisions of the Act), if any or key managerial personnel (as defined under the provisions of the Act) or the relatives of any of the aforesaid and where any item of special business relates to or affects any other company, the extent of shareholding interest in that other company of every Director or manager (as defined under the provisions of the Act), if any or key managerial personnel (as defined under the provisions of the Act) or the relatives of any of the aforesaid of the first mentioned company shall also be set out in the statement if the extent of such interest is not less than 2 per cent of the Paid up share capital of that other company. All business transacted at any General Meeting of the Company shall be deemed to be special and all business transacted at the Annual General Meeting of the Company with the exception of the business specified in Section 102 of the Act shall be deemed to be special.
- (v) Resolution requiring Special Notice: With regard to resolutions in respect of

which special notice is required to be given by the Act, a special notice shall be given as required by Section 115 of the Act.

- (vi) Notice of Adjourned Meeting when necessary: When a meeting is adjourned for 30 (thirty) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting in accordance with the applicable provisions of the Act.
- (vii) Notice when not necessary: Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- (viii) The notice of the General Meeting shall comply with the provisions of Companies (Management and Administration) Rules, 2014.

PROCEEDINGS AT GENERAL MEETINGS

38. (a) Business of Meetings

The ordinary business of an Annual General Meeting shall be to receive and consider the Profit and Loss Account, the Balance Sheet and the Reports of the Directors and the Auditors, to elect Directors in the place of those retiring by rotation, to appoint Auditors and fix their remuneration and declare dividends. All other business transacted at an Annual General Meeting and all businesses transacted at any other General Meeting shall be deemed special business.

(b) Quorum to be present when business commenced:

No business shall be transacted at any General Meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business. The quorum for the Shareholders' Meeting shall be in accordance with Section 103 of the Act.

(c) When, if quorum not present, meeting to be dissolved and when to be adjourned:

If within half-an-hour from the time appointed for the meeting a quorum be not present, the meeting, if convened such requisition as aforesaid shall be dissolved; but 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 time and place as the Board may by notice appoint and if at such adjourned meeting a quorum be not present within half-an-hour from the time appointed for holding the meeting those Shareholders, who are present and not being less than two shall be a quorum and may transact the business for which the meeting was called.

(d) Resolution to be passed by company in general meeting

Any act or resolution which under the provisions of these Articles or of the Act, is permitted or required to be done or passed by the Company in General Meeting shall be sufficiently so done or passed if elected by an Ordinary Resolution as defined in Section 114 of the Act unless either the Act or these Articles specifically require such

act to be done or resolution passed by a Special Resolution as defined in Section 114 of the Act.

(e) Chairman of General Meeting

The Chairman of the Board shall be entitled to take the Chair at every General Meeting. If there is no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, or is unwilling to act, the Shareholders present shall choose another Director as Chairman, and if no Director be present or if all the Directors present decline to take the chair, then the Shareholders present shall, on a show of hands or on a poll if properly demanded, elect one of their number being a Shareholder entitled to vote, to be the Chairman.

(f) Chairman can adjourn the General Meeting

The Chairman may, with the consent given in the meeting at which a quorum is present (and if so directed by the meeting) adjourn the General Meeting from time to time and from place to place within the city, town or village in which the Office of the Company is situate 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 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, and except as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment of the business to be transacted at the adjourned meeting.

(g) How questions to be decided at meetings

Every question submitted to a meeting shall be decided, in the first instance by a show of hands and in the case of equality of votes, both on a show of hands and on a poll, the Chairman of the meeting shall have a casting vote in addition to votes to which he may be entitled to as a member.

(h) Poll

If a poll be demanded as aforesaid it shall be taken forthwith on a question of adjournment or election of a Chairman and in any other case in such manner and such time, not being later than forty-eight hours from the time when the demand was made and at such place as the Chairman of the meeting directs, and subject as aforesaid, either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the decision of the resolution on which the poll was demanded.

(i) The demand of a poll may be withdrawn at any time.

(ii) Where a poll is taken the Chairman of the meeting shall appoint two scrutineers, one at least of whom shall be Shareholder (not being an Officer or employee of the Company) present at the meeting provided such a Shareholder is available and is willing to be appointed to scrutinize the vote given on the poll and to report to him thereon.

- (iii) On a poll a Shareholder entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes use all his votes or cast in the same way all the votes he uses.
- (iv) The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

(i) **Passing Resolutions by Postal Ballot**

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 Companies (Management and Administration) Rules, 2014, as amended, or other Law be required 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. Also, the Company may, in respect of any item of business other than ordinary business and any business in respect of which Directors or Auditors have a right to be heard at any meeting, transact the same by way of postal ballot.

- (j) Where the Company decides to pass any resolution by resorting to postal ballot, it shall follow the procedures as prescribed under Section 110 of the Act and the Companies (Management and Administration) Rules, 2014, as amended from time and applicable Law. Further, as per sub-clause (xxi) the Company shall also provide e-voting to the Shareholders of the Company.

(k) **Votes of Shareholder:**

Save as hereinafter provided, on a show of hands every Shareholder present in person and being a holder of an equity share shall have one vote and every Shareholder present either as a General proxy on behalf of a holder of equity shares if he is not entitled to vote in his own right or as a duly authorized representative of a body corporate, being a holder of equity shares, share have one vote.

- (i) Save as hereinafter provided on a poll the voting rights of a holder of Equity Shares shall be as specified in Section 47 of the Act.
- (ii) Any Person entitled to transfer any shares of the Company may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall satisfy the Board of his right to such shares and give such indemnity (if any) as the Board may require unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.
- (iii) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy or of any power of attorney under which such proxy was signed, or the transfer of the Share in respect of which the vote is given, provided that no intimation in writing of the death, revocation or transfer shall have been received at the Office before the meeting.

- (iv) No objection shall be made to the validity of any vote, except at the Meeting or poll at which such vote shall be tendered, and every vote whether given personally or by proxy, not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.
- (v) The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be in the sole judge of the validity of every vote tendered at such poll.
- (vi) The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within 30 (thirty) days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.
- (vii) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the same meeting within the aforesaid period of 30 (thirty) days or in the event of the death or inability of that Chairman within that period, by a Director duly authorised by the Board for that purpose.
- (viii) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.
- (ix) The Minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
- (x) All appointments of Directors of the Company made at any meeting aforesaid shall be included in the minutes of the meeting.
- (xi) Nothing herein contained shall require or be deemed to require the inclusion in any such Minutes of any matter which in the opinion of the Chairman of the Meeting (i) is or could reasonably be regarded as, defamatory of any person, or (ii) is irrelevant or immaterial to the proceedings, or (iii) is detrimental to the interests of the Company. The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the Minutes on the aforesaid grounds.
- (xii) Any such Minutes shall be evidence of the proceedings recorded therein.
- (xiii) The book containing the Minutes of proceedings of General Meetings shall be kept at the Office of the Company and shall be open, during business hours, for such periods not being less in the aggregate than two hours in each day as the Board determines, for the inspection of any Shareholder without charge.
- (xiv) The Company shall cause minutes to be duly entered in books provided for the purpose of:
 - a. the names of the Directors and Alternate Directors present at each General Meeting;

b. all Resolutions and proceedings of General Meeting.

- (xv) The Shareholders shall vote (whether in person or by proxy) all of the shares owned or held on record by them at any Annual or Extraordinary General Meeting of the Company called for the purpose of filling positions to the Board, appointed as a Director of the Company under Sections 152 and 164(1) of the Act in accordance with these Articles.
- (xvi) The Shareholders will do nothing to prevent the taking of any action by the Company or act contrary to or with the intent to evade or defeat the terms as contained in these Articles.
- (xvii) All matters arising at a General Meeting of the Company, other than as specified in the Act or these Articles if any, shall be decided by a majority vote.
- (xviii) The Shareholders shall exercise their voting rights as shareholders of the Company to ensure that the Act or these Articles are implemented and acted upon by the Shareholders, and by the Company and to prevent the taking of any action by the Company or by any Shareholder, which is contrary to or with a view or intention to evade or defeat the terms as contained in these Articles.
- (xix) Any corporation which is a Shareholder of the Company may, by resolution of the Board or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company and the said person so authorised 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 Shareholder in the Company (including the right to vote by proxy).
- (xx) The Company shall also provide e-voting facility to the Shareholders of the Company in terms of the provisions of the Companies (Management and Administration) Rules, 2014, the Listing Regulations or any other Law, if applicable to the Company.
- (xxi) Procedure where a Company or body corporate is a Shareholder of the Company

Where a body corporate (hereinafter called "Shareholder Company") is a Shareholder of the Company a person duly appointed by resolution in accordance with the provisions of Section 113 of the Act to represent such Shareholder Company at a meeting of the Company shall not, by reason of such appointment, be deemed to be a proxy and the lodging with the Company at the office or production at the meeting of a copy of such resolution duly signed by one Director or such Shareholder Company and certified by him as being a true copy of the resolution shall on production at the meeting, be accepted by the Company as sufficient evidence of the validity of his appointment. Such a person shall be entitled to exercise the same rights and powers including the right to vote by proxy on behalf of the Shareholder Company which he represents, as that Shareholder Company could exercise if it were an individual

member.

Where the President of India or the Governor of a State is a Shareholder of the Company than his representative at meeting shall be in accordance with Section 112 of the Act.

(xxii) Votes in respect of deceased, Insane and Insolvent Shareholders

Any person entitled under Article 30 to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that 48 (forty eight) hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Board of his right to transfer such shares, unless the Board shall have previously admitted his right to vote at such meeting in respect thereof, if any Shareholder be a lunatic, idiot, or non-composisment, he may vote whether on a show of hands or at a poll by his Committee, curator bonis or other legal curator and such last mentioned persons may give their votes by proxy.

(xxiii) Joint holders:

Where there are joint registered holders of any share anyone of such persons may vote at any meeting either personally or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting either personally or by proxy that one of the said persons so present whose name stands first on the Register of Members in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased Shareholder in whose name any share is registered shall, for the purposes of this Article be deemed joint-holders thereof.

(xxiv) Proxies permitted:

Votes may be given either personally, or in the case of a body corporate, by a representative duly authorized as aforesaid or by proxy.

(xxv) Instrument appointing proxy to be in writing, Proxies may be general or special:

The instrument appointing a proxy shall be in writing under the hands of the appointer or of his Attorney duly authorized in writing or if such appointer is a body corporate be under its common seal or the hand of its Office or Attorney duly authorized. A proxy who is appointed for a specified meeting shall be called a Special Proxy. Any other proxy shall be called a general Proxy.

(xxvi) Instrument appointing a proxy to be deposited at the Office:

The instrument appointing a proxy and the Power of Attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office not less than 48 (forty-

eight) hours before the time for holding the meeting at which the person named in the instrument purports to vote in respect thereof and in default the instrument of proxy shall not be treated as valid.

(xxvii) Whether vote by proxy valid through authority revoked:

A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation or transfer of the share shall have been received by the Company at the Office before the vote is given. Provided nevertheless that the vote of Chairman is given. Provided nevertheless that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.

(xxviii) Form of instrument appointing a special proxy:

Every instrument appointing a special proxy shall be retained by the Company and shall as nearly as circumstances will admit, be in any of the forms set out in Schedule IX to the Act or as near thereto as possible or in any other form which the Board may accept.

(xxix) Restriction on voting:

No Shareholder shall be entitled to exercise any voting rights either personally or by proxy at any meeting of the Company 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, but the Board of Directors may by a resolution passed at the meeting of the Board waive the operation of this Article.

(xxx) Admission or rejection of votes:

Any objection as to the admission or rejection of a vote either, on a show of hands or, on a poll made in due time, shall be referred to the Chairman who shall forthwith determine the same, and such determination made in good faith shall be final and conclusive.

No objection shall be raised to the qualification of any vote except at the meeting or adjourned meeting at which the vote objected to is given or rendered and every vote not disallowed at such meeting shall be valid for all purposes.

DIRECTORS

39. The business of the Company shall be managed by the directors who may exercise all such powers of the Company as are not restricted by the Act or any statutory modification thereof for the time being in force or by these Articles required to be

exercised by the Company in General Meeting, subject nevertheless, to any regulations of these Articles, to the provisions of the Act, and to such regulations not being inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in general meeting. Nothing shall invalidate any prior act of the Directors which would have been valid if that regulation had been made.

Notwithstanding anything to the contrary contained in these Articles, the Board shall constitute a special committee with the name 'Subsidiaries and Joint Ventures Governance Committee' which shall take all decisions on matters relating to the Material Subsidiaries and joint venture companies of the Company on behalf of the Company as specifically set out in their respective articles of association, including all such matters that require the Company to vote in its capacity as a shareholder in such subsidiary or joint venture company, and on all such other matters which the board of directors of the Company may delegate, from time to time, to the 'Subsidiaries and Joint Ventures Governance Committee'. The Subsidiary and Joint Ventures Governance Committee shall have one Independent Director as its member and all decisions of the 'Subsidiaries and Joint Ventures Governance Committee' shall be taken by its members unanimously.

40. The number of Directors shall not be less than three (3) nor more than fifteen (15). The Company shall also comply with the provisions of the Companies (Appointment and Qualification of Directors) Rules, 2014 and the provisions of the Listing Regulations. The Board shall have an optimum combination of executive and Independent Directors with at least 1 (one) woman Director, as may be prescribed by Law from time to time.
- (a) Notwithstanding anything to the contrary contained in Part A of these Articles, any Shareholder whose shareholding in the Company is seven and a half per cent (7.5%) or more of the total outstanding Equity Shares on a fully diluted basis, shall have the right to nominate one Director on the Board.
- (b) Notwithstanding anything to the contrary contained in Part A of these Articles, any Shareholder whose shareholding in the Company is ten per cent (10%) or more of the total outstanding Equity Shares (on a fully diluted basis), shall have the right to nominate its respective nominee Director as a member on the 'Subsidiaries and Joint Venture Governance Committee' of the Board.
41. The Directors need not hold any qualification shares in the Company.
42. Subject to the provisions of the Act and the rules framed thereunder and as may be determined by the Board, each non-executive Director shall receive out of the Company by way of sitting fees for his services a sum not exceeding the sum prescribed under the Act or the central government from time to time for every meeting of the Board or Committee thereof attended by him.
43. The Director shall also be paid travelling and other expenses for attending and returning from meeting of the Board (including hotel expenses) and any other expenses properly incurred by them in connection with the business of the Company.

44. The Directors may also be remunerated for any extra services done by them outside their ordinary duties as directors, subject to the provisions of Section 188 of the Act.
45. Subject to the provisions of the Act if any Director, being willing, shall be called upon to perform extra services for the purposes of the Company then, subject to Section 197 of the Act the Company shall remunerate such Director by such fixed sum or percentage of profits or otherwise as may be determined by the Board and such remuneration may be either in addition to or in substitution for his remuneration provided above.
46. Subject to the provisions of Section 188 of the Act, the remuneration of Directors may be a fixed or a particular sum or a percentage sum or a percentage of the net profits or otherwise as may be fixed by the Board, from time to time.
47. Subject to the provisions of Sections 188 and 184 of the Act, no Directors shall be disqualified by his office from contracting with the Company in which any Director shall be in any way interested be avoided, nor shall any Director contracting or being so interested be liable to account to the Company for any profit realized by any such contract by reason only of such Director holding that office or of the fiduciary relations thereby established but it is declared that the nature of his/her interest must be disclosed by him/her at the meeting of the Directors at which the contract is determined if his/her interest then exists or in any other case, at the first meeting of the directors after he/she acquires such interest.
48. Subject to Section 161 of the Act, any Director (hereinafter called the “Original Director”) shall be entitled to nominate an alternate director (subject to such person being acceptable to the Chairman) (the “**Alternate Director**”) to act for him during his absence for a period of not less than 3 (three) months from India. The Board may appoint such a person as an Alternate Director to act for a Director during the Original Director’s absence for a period of not less than three months from India. An Alternate Director appointed under this Article 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 office if and when the Original Director returns to the State. If the term of the office of the Original Director is determined before he so returns to the State, any provisions in the Act or in these Articles for automatic re-appointment shall apply to the Original Director and not to the Alternate Director.
49. The Directors shall have the power, at any time and from time to time, to appoint any person as additional directors in addition to the existing Directors so that the total number of Directors shall not at any time exceed the number fixed for Directors in these Articles. Any Person so appointed as an addition shall hold office only up to the earlier of the date of the next Annual General Meeting or at the last date on which the Annual General Meeting should have been held but shall be eligible for appointment by the Company as a Director at that meeting subject to the applicable provisions of the Act.
50. The Company may, by Ordinary Resolution, of which special notice has been given in accordance with the provisions of Section 115 of the Act, remove any Director, if any, before the expiration of the period of his office, notwithstanding anything contained in these regulations or in any agreement between the Company and such Director. Such

removal shall be without prejudice to any contract of service between him and the Company.

51. If a Director appointed by a Company in a General Meeting, vacates office as a Director before his term of office would expire in the normal course, the resulting casual vacancy may be filled up by the Board at a meeting of the Board but any person so appointed shall retain his office so long only as the vacating director would have retained the same if vacancy had not occurred, provided that the Board may not fill such a casual vacancy by appointing thereto any person who has been removed from the office of director under Article 50.
52. Section 167 of the Act shall apply, regarding vacation of office by director. A director shall also be entitled to resign from the office of directors from such date as he may specify while so resigning.

53. (a) **Company in general meeting increase or reduce number of Directors:**

Subject to Article 40 and Sections 149, 152 and 164 of the Act, the Company may, by Ordinary Resolution, from time to time, increase or reduce the number of Directors, and may alter their qualifications and the Company may, (subject to the provisions of Section 169 of the Act), remove any Director before the expiration of his period of office and appoint another qualified in his stead. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

(b) **Chairman of the Board of Directors**

The members of the Board shall elect any one of them as the Chairman of the Board. The Chairman shall preside at all meetings of the Board and the General Meeting of the Company. The Chairman shall have a casting vote in the event of a tie.

If for any reason the Chairman is not present within 15 (fifteen) minutes after the time appointed for holding the meeting or is unwilling to act as Chairman, the members of the Board shall appoint any one of the remaining Directors as the Chairman.

(c) **Independent Directors**

The Company shall have such number of Independent Directors on the Board of the Company, as may be required in terms of the provisions of Section 149 of the Companies Act, 2013 and the Companies (Appointment and Qualification of Directors) Rules, 2014 or any other Law, as may be applicable. Further, the appointment of such Independent Directors shall be in terms of the aforesaid provisions of Law and subject to the requirements prescribed under the Listing Regulations.

(d) **Equal Power to Director**

Except as otherwise provided in these Articles, all the Directors of the Company shall have in all matters, equal rights and privileges and shall be subject to equal obligations and duties in respect of the affairs of the Company.

(e) **Nominee Directors**

- (i) Whenever the Board enters into a contract with any lenders for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or enter into any other arrangement, the Board shall have, subject to the provisions of Section 152 of the Act the power to agree that such lenders shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such conditions as may be mentioned in the common loan agreement/ facility agreement. The nominee director representing lenders shall not be required to hold qualification shares and not be liable to retire by rotation. The Directors may also agree that any such Director, or Directors may be removed from time to time by the lenders entitled to appoint or nominate them and such lenders may appoint another or other or others in his or their place and also fill in any vacancy which may occur as a result of any such Director, or Directors ceasing to hold that office for any reason whatsoever. The nominee director shall hold office only so long as any monies remain owed by the Company to such lenders.
- (ii) The nominee director shall be entitled to all the rights and privileges of other Directors including the sitting fees and expenses as payable to other Directors but, if any other fees, commission, monies or remuneration in any form are payable to the Directors, the fees, commission, monies and remuneration in relation to such nominee director shall accrue to the lenders and the same shall accordingly be paid by the Company directly to the lenders.
- (iii) Provided that if any such nominee director is an officer of any of the lenders, the sittings fees in relation to such nominee director shall also accrue to the lenders concerned and the same shall accordingly be paid by the Company directly to that lenders.
- (iv) Any expenditure that may be incurred by the lenders or the nominee director in connection with the appointment or directorship shall be borne by the Company.
- (v) The nominee director shall be entitled to receive all notices, agenda, minutes, etc., and to attend all general meetings and Board meetings and meetings of any committee(s) of the Board of which he is a member.
- (vi) If at any time, the nominee director is not able to attend a meeting of Board or any of its committees, of which he is a member, the lenders may depute an observer to attend the meeting. The expenses incurred by the lenders in this connection shall be borne by the Company.

(f) **Director's fees, remuneration and expenses:**

- (i) Subject to the applicable provisions of the Act, the Rules, Law including the provisions of the Listing Regulations, a Managing Director or Managing Directors, and any other Director/s who is/are in the whole time employment of

the Company may be paid remuneration either by a way of monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other, subject to the limits prescribed under the Act.

- (ii) All fees/compensation to be paid to non-executive Directors including Independent Directors shall be as fixed by the Board and shall require the prior approval of the Shareholders in a General meeting. Such approval shall also specify the limits for the maximum number of stock options that can be granted to a non-executive Director, in any financial year, and in aggregate. However, such prior approval of the Shareholders shall not be required in relation to the payment of sitting fees to non-executive Directors if the same is made within the prescribed limits under the Act for payment of sitting fees with approval of Central Government. Notwithstanding anything contained in this article, the Independent Directors shall not be eligible to receive any stock options.
- (g) **Vacation of Office of Director:**
- Subject to relevant provisions of Sections 167 and 188 of the Act, the office of a Director, shall ipso facto be vacated if:
- (i) he is found to be of unsound mind by a court of competent jurisdiction; or
 - (ii) he applies to be adjudicated an insolvent; or
 - (iii) he is adjudged an insolvent; or
 - (iv) he is convicted by a court of any offence involving moral turpitude and is sentenced in respect thereof to imprisonment for not less than 6 (six) months; or
 - (v) he fails to pay any calls made on him in respect of shares of the Company held by him whether alone or jointly with others, within 6 (six) months from the date fixed for the payment of such call, unless the Central Government has by notification in the Official Gazette removed the disqualification incurred by such failure; or
 - (vi) he absents himself from 3 (three) consecutive meetings of the Board or from all Meetings of the Board for a continuous period of 3 (three) months, whichever is longer, without obtaining leave of absence from the Board; or
 - (vii) he, (whether by himself or by any Person for his benefit or on his account), or any firm in which he is a partner, or any private company of which he is a director, accepts a loan, or any guarantee or security for a loan, from the Company, in contravention of Section 185 of the Act; or
 - (viii) having been appointed a Director by virtue of his holding any office or other employment in the Company, he ceases to hold such office or other employment in the Company; or
 - (ix) he acts in contravention of Section 184 of the Act; or

- (x) he becomes disqualified by an order of the court under Section 203 of the Companies Act, 1956; or
- (xi) he is removed in pursuance of Section 169 of the Act; or
- (xii) he is disqualified under Section 164(2) of the Act.

Subject to the applicable provisions of the Act, a Director may resign his office at any time by notice in writing addressed to the Board and such resignation shall become effective upon its acceptance by the Board.

CONTINUING DIRECTORS

54. The continuing Directors may act notwithstanding any vacancy in their body, but if, and so long as their number is reduced below the minimum number fixed by Article 40 hereof, the continuing Directors not being less than two may act for the purpose of increasing the number of Directors to that number, or for summoning a General Meeting, but for no other purpose

PROCEDURE, IF PLACE OF RETIRING DIRECTORS IS NOT FILLED UP

55. (a) If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a national holiday, till the next succeeding day which is not a national holiday, at the same time and place.
- (b) If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been reappointed at the adjourned meeting, unless:-
- (i) at that meeting or at the previous meeting a resolution for the reappointment of such Director has been put to the meeting and lost;
 - (ii) retiring Director has, by a notice in writing addressed to the Company or its Board, expressed his unwillingness to be so reappointed;
 - (iii) he is not qualified or is disqualified for appointment; or
 - (iv) a resolution whether special or ordinary is required for the appointment or reappointment by virtue of any applicable provisions of the Act.

POWERS OF THE BOARD

56. Subject to the applicable provisions of the Act, these Articles and other applicable provisions of Law: -
- (a) The Board shall be entitled to exercise all such power and to do all such acts and things as the Company is authorised to exercise and do under the applicable provisions of the Act or by the Memorandum and Articles of the Company.

- (b) The Board is vested with the entire management and control of the Company, including as regards any and all decisions and resolutions to be passed, for and on behalf of the Company.
- (c) Provided that the Board shall not, except with the consent of the Company by a Special Resolution:-
 - i. Sell, lease or otherwise dispose of the whole, or substantially the whole, of the undertaking of the Company, or where the Company owns more than one undertaking, of the whole, or substantially the whole, of any such undertaking. The term 'undertaking' and the expression 'substantially the whole of the undertaking' shall have the meaning ascribed to them under the provisions of Section 180 of the Act;
 - ii. Remit, or give time for repayment of, any debt due by a Director;
 - iii. Invest otherwise than in trust securities the amount of compensation received by the Company as a result of any merger or amalgamation; and

Borrow money(ies) where the money(ies) to be borrowed together with the money(ies) already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of businesses), will exceed the aggregate of the Paid up capital of the Company and its free reserves.

RELATED PARTY TRANSACTIONS

- 57. (a) Except with the consent of the Audit Committee, Board or the Shareholders, as may be required in terms of the provisions of section 188 of the Act and the Companies (Meetings of Board and its Powers) Rules, 2014, the Company shall not enter into any contract or arrangement with a 'related party' with respect to:
 - (i) sale, purchase or supply of any goods or materials;
 - (ii) selling or otherwise disposing of, or buying, property of any kind;
 - (iii) leasing of property of any kind;
 - (iv) availing or rendering of any services;
 - (v) appointment of any agent for purchase or sale of goods, materials, services or property;
 - (vi) such Director's or its relative's appointment to any office or place of profit in the company, its subsidiary company or associate company; and
 - (vii) underwriting the subscription of any securities or derivatives thereof, of the company;
- (b) no Shareholder of the Company shall vote on such Ordinary Resolution, to approve any

contract or arrangement which may be entered into by the Company, if such Shareholder is a related party.

- (c) nothing in this Article shall apply to any transactions entered into by the Company in its ordinary course of business other than transactions which are not on an arm's length basis
- (d) The Director, so contracting or being so interested shall not be liable to the Company for any profit realised by any such contract or the fiduciary relation thereby established.
- (e) The terms "office of profit" and "arm's length basis" shall have the meaning ascribed to them under Section 188 of the Act.
- (f) The term 'related party' shall have the same meaning as ascribed to it under the Act
- (g) The compliance of the Companies (Meetings of Board and its Powers) Rules, 2014 shall be made for the aforesaid contracts and arrangements.

APPOINTMENT OF DIRECTOR OF A COMPANY IN WHICH THE COMPANY IS INTERESTED:

58. A Director may be or become a Director of any Company promoted by the Company, or on which it may be interested as a vendor, shareholder, or otherwise, and no such Director shall be accountable for any benefits received as director or shareholder of such Company except in so far as Section 188 or Section 197 of the Act as may be applicable.

DISCLOSURE OF A DIRECTOR'S INTEREST

59. Every Director shall in accordance with the provisions of Section 184 of the Act and of the Companies (Meeting of Board and its Powers) Rules, 2014 shall disclose his concern or interest in any company or companies or bodies corporate (including shareholding interest), firms or other association of individuals by giving a notice in accordance with such rules.
60. A Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement, or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company, shall disclose the nature of his concern or interest at a meeting of the Board in the manner provided in Section 184 of the Act;

Provided that it shall not be necessary for a Director to disclose his concern or interest in any such contract or arrangement entered into or to be entered into with any other company where any of the Directors of the company or two or more of them together holds or hold not more than 2% (two per cent) of the Paid up Share Capital in the other company or the Company as the case may be.

A general notice given to the Board by the Director, to the effect that he is a director or shareholder of a specified body corporate or is a partner of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may,

after the date of the notice, be entered into with that body corporate or firm, shall be deemed to be a sufficient disclosure of concern or interest in relation to any contract or arrangement so made. Any such general notice shall expire at the end of the Financial Year in which it is given but may be renewed for a further period of one Financial Year at a time by a fresh notice given in the first meeting of the Board in the Financial Year in which it would have otherwise expired.

DISCUSSION AND VOTING BY INTERESTED DIRECTOR:

61. No Director shall, as a Director, take any part in the discussion of, or vote on any contract or arrangement in which he is in any way, whether directly or indirectly concerned or interested, nor shall his presence count for the purpose of forming a quorum at the time of such discussion or vote. This prohibition shall not apply to:

- (a) Any contract of indemnity against any loss which the Director's or any of them may suffer by reason of becoming or being sureties or surety for the company: or
- (b) Any contractor arrangement entered into or to be entered into by the Company with a public company, or with a private company, which is a subsidiary of a public company, in which the interest of the Director consists solely in his being a Director of such Company and the holder of shares not exceeding a number of value the amount requisite to qualify him for appointment as a director thereof, he having been nominated as such Director by the Company or in his being a Shareholder of the Company holding not more than two per cent of the Paid up share capital of the Company.

Subject to the provisions of Section 188 of the Act and other applicable provisions, if any, of the Act, any Director of the Company, any partner or relative of such Director, any firm in which such Director or a relative of such Director is a partner, any private company of which such Director is a director or member, and any director or manager of such private company, may hold any office or place of profit in the Company.

- (c) The Company shall keep a Register in accordance with Section 189 of the Act and shall within the time specified therein enter therein such of the particulars as may be. The Register aforesaid shall also specify, in relation to each Director of the Company, the names of the bodies corporate and firms of which notice has been given by him under Article 60. The Register shall be kept at the Office of the Company and shall be open to inspection at such Office, and extracts may be taken therefrom and copies thereof may be required by any Shareholder of the Company to the same extent, in the same manner, and on payment of the same fee as in the case of the Register of Members of the Company and the provisions of Section 94 of the Act shall apply accordingly.

ROTATION AND RETIREMENT OF DIRECTOR

62. (a) Rotation of Directors

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.

(b) Which Directors to retire:

- (i) The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment but as between persons who become Directors on the same day those to retire shall, in default of or subject to any agreement among themselves, be determined by lot.
- (ii) Save as permitted by Section 162 of the Act, every resolution of a General Meeting for the appointment of a Director shall relate to one name individually.

WHEN THE COMPANY AND CANDIDATE FOR OFFICE OF DIRECTOR MUST GIVE NOTICE:

63. The eligibility and appointment of a person other than a retiring Director to the office of the Director shall be governed by the provisions of Section 160 of the Act.

REGISTER OF DIRECTORS ETC.

64. (a) The Company shall keep at its Office, a Register containing the particulars of its Directors, Managing Directors, Manager, Secretaries and other Persons mentioned in Section 170 of the Act and shall otherwise comply with the provisions of the said Section in all respects.
- (b) The Company shall in respect of each of its Directors also keep at its Office a Register, as required by Section 170 of the Act, and shall otherwise duly comply with the provisions of the said Section in all respects.

PROCEEDINGS OF DIRECTORS

65. The Quorum necessary for the transaction of the business of directors shall be minimum two or one third of the total numbers of directors whichever is higher, subject to Section 174 of the Act and the presence of Directors by video conferencing or by other audio visual means shall also be counted for the purposes of calculating quorum.

If any duly convened Board Meeting cannot be held for want of a quorum, then such a meeting shall automatically stand adjourned for 7 (seven) days after the original meeting at the same time and place, or if that day is a national holiday, on the succeeding day which is not a public holiday to the same time and place. Provided however, the adjourned meeting may be held on such other date and such other place as may be unanimously agreed to by all the Directors in accordance with the provisions of the Act.

If in the event of a quorum once again not being available at such an adjourned meeting, the Directors present shall constitute the quorum and may transact business for which the meeting has been called.

66. Subject to the provisions of Section 173 of Act, a meeting of the Board shall be held in such a manner that not more than 120 days shall intervene between two consecutive meetings of the Board and at least four such meetings shall be held in each calendar year. The directors may meet together for the discharge of the business, adjourn and otherwise regulate their meetings and proceedings, as they think fit.
67. Notice of every meeting of Board of the Company shall be given in writing to every director at his/her address registered with the Company.
68. A meeting of the director for the time being at which a quorum is present, shall be competent to exercise all or any of the authorities, powers and discretions by law or under Articles and regulations for the time being vested in or exercisable by directors.
69. The Managing Director or a Director or a secretary upon the requisition of Director(s), may at any time convene a meeting of the Board.
70. The questions arising at any meeting of the Board shall be decided by a majority of votes and in case of any equality of vote, the Chairman shall have a second or casting vote.
71. **Meetings of Directors:**
- (i) The participation of Directors in a meeting of the Board may be either in person or through video conferencing or other audio visual means, as may be prescribed, which are capable of recording and recognising the participation of the Directors and of recording and storing the proceedings of such meetings along with date and time. However, such matters as provided under Rule 4 of the Companies (Meetings of Board and its Powers) Rules, 2014 shall not be dealt with in a meeting through video conferencing or other audio visual means. Any meeting of the Board held through video conferencing or other audio visual means shall only be held in accordance with the Companies (Meetings of Board and its Powers) Rules, 2014.
 - (ii) At least 7 (seven) days' notice of every meeting of the Board shall be given in writing to every Director for the time being at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means. A meeting of the Board may be convened in accordance with these Articles by a shorter notice in case of any emergency as directed by the Chairman or the Managing Director or the Executive Director, as the case may be, subject to the presence of 1 (one) Independent Director in the said meeting. If an Independent Director is not present in the said meeting, then decisions taken at the said meeting shall be circulated to all the Directors and shall be final only upon ratification by one independent Director. Such notice or shorter notice may be sent by post or by fax or e-mail depending upon the circumstances.
 - (iii) At any Board Meeting, each Director may exercise 1 (one) vote. The adoption of any resolution of the Board shall require the affirmative vote of a majority of the Directors present at a duly constituted Board Meeting.

72. **Chairman:**

The Board may elect a chairman of its meeting and determine the period for which he is to hold office.

73. How questions to be decided:

- (i) Questions arising at any meeting of the Board or Committees, other than as specified in these Articles and the Act, if any, shall be decided by a majority vote. In the case of an equality of votes, the Chairman shall have a second or casting vote.
- (ii) No regulation made by the Company in General Meeting, shall invalidate any prior act of the Board, which would have been valid if that regulation had not been made.

74. Committees and Delegation by the Board

- (i) The Company shall constitute such Committees as may be required under the Act, applicable provisions of Law and the Listing Regulations. Without prejudice to the powers conferred by the other Articles and so as not to in any way to limit or restrict those powers, the Board may, subject to the provisions of Section 179 of the Act, delegate any of its powers to the Managing Director(s), the executive director(s) or manager or the chief executive officer of the Company. The Managing Director(s), the executive director(s) or the manager or the chief executive officer(s) as aforesaid shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on them by the Board and all acts done by them in exercise of the powers so delegated and in conformity with such regulations shall have the like force and effect as if done by the Board.
- (ii) Subject to the applicable provisions of the Act, the requirements of Law and these Articles, the Board may delegate any of its powers to Committees of the Board consisting of such member or members of the Board as it thinks fit, and it may from time to time revoke and discharge any such committee of the Board either wholly or in part and either as to persons or purposes. Every Committee of the Board so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such Committee of the Board in conformity with such regulations and in fulfillment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board.
- (iii) The meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulation made by the Directors under the last preceding Article.
- (iv) The Board of the Company shall in accordance with the provisions of the Companies (Meetings of the Board and its Powers) Rules, 2014 or any other Law and the provisions of the Listing Regulations, form such committees as may be

required under such rules in the manner specified therein, if the same are applicable to the Company.

75. When acts of a Director valid notwithstanding informal appointments:

All acts undertaken at any meeting of the Board or of a Committee of the Board, or by any person acting as a Director shall, notwithstanding that it may afterwards be discovered that there was some defect in the appointment of such Director or persons acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director. Provided that nothing in this Article shall be deemed to give validity to the acts undertaken by a Director after his appointment has been shown to the Company to be invalid or to have been terminated.

76. Resolution without Board meeting:

No resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, unless the resolution has been circulated in draft form, together with the necessary papers, if any, to all the Directors, or members of the Committee, as the case may be, at their addresses registered with the Company in India by hand delivery or by post or by courier, or through such electronic means as may be provided under the Companies (Meetings of Board and its Powers) Rules, 2014 and has been approved by majority of Directors or Shareholders, who are entitled to vote on the resolution. However, in case one-third of the total number of Directors for the time being require that any resolution under circulation must be decided at a meeting, the chairperson shall put the resolution to be decided at a meeting of the Board.

A resolution mentioned above shall be noted at a subsequent meeting of the Board or the Committee thereof, as the case may be, and made part of the minutes of such meeting.

MINUTES

77. (a) The Board shall respectively cause minutes of all proceedings of General Meetings and of all proceedings at meetings of Board or of Committee to be duly entered in books to be maintained for that purpose in accordance with Section 118 of the Act, provided that the minutes book may be maintained in loose leafs
- (b) The Company shall prepare minutes of each Board Meeting and the entries thereof in books kept for that purpose with their pages consecutively numbered. Such minutes shall contain a fair and correct summary of the proceedings conducted at the Board Meeting.
- (b) The Company shall circulate the draft minutes of the meeting to each Director within 15 (fifteen) days after the Board Meeting.
- (c) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the said meeting or the Chairman of the next succeeding meeting.

- (d) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.
- (e) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat and shall also contain: -
 - (i) all appointments of Officers;
 - (ii) The name of the Directors present at the meeting in case of meeting of Board or Committee of Board;
 - (iii) all resolutions and proceedings of the meetings of the Board; and
 - (iv) the name of the Directors, if any, dissenting from or not consenting to the resolution, in the case of each resolution passed at the meeting of Board or Committee of Board.
- (f) Nothing contained in sub Articles (a) to (e) above shall be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting: -
 - (i) is or could reasonably be regarded as defamatory of any person;
 - (ii) is irrelevant or immaterial to the proceedings; or
 - (iii) is detrimental to the interests of the Company.
- (g) The Chairman shall exercise absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the ground specified in sub Article (f) above.
- (h) Any such minutes, purporting to be signed in accordance with the provisions of Sections 118 of the Act, shall be evidence of the proceedings.
- (i) The minutes kept and recorded under this Article shall also comply with the provisions of Secretarial Standard 3 issued by the Institute of Company Secretaries of India constituted under the Company Secretaries Act, 1980 and approved as such by the Central Government and applicable provisions of the Act and Law.

POWER TO BE EXERCISED BY THE BOARD ONLY BY MEETING

- 78. The Board shall exercise the following powers on behalf of the Company and the said powers shall be exercised only by resolutions passed at the meeting of the Board: -
 - (a) to make calls on Shareholders in respect of money unpaid on their shares;
 - (b) to authorise buy-back of securities under Section 68 of the Act;
 - (c) to issue securities, including debentures, whether in or outside India;
 - (d) to borrow money(ies);

- (e) to invest the funds of the Company;
- (f) to grant loans or give guarantee or provide security in respect of loans;
- (g) to approve financial statements and the Board's report;
- (h) to diversify the business of the Company;
- (i) to approve amalgamation, merger or reconstruction;
- (j) to take over a company or acquire a controlling or substantial stake in another company;
- (k) fees/ compensation payable to non-executive directors including independent directors of the Company; and
- (l) any other matter which may be prescribed under the Companies (Meetings of Board and its Powers) Rules, 2014 and the Listing Regulations.

The Board may, by a resolution passed at a meeting, delegate to any Committee of Directors, the Managing Director, or to any person permitted by Law the powers specified in sub clauses (d) to (f) above.

The aforesaid powers shall be exercised in accordance with the provisions of the Companies (Meetings of Board and its Powers) Rules, 2014 and shall be subject to the provisions of section 180 of the Act.

In terms of Section 180 of the Act, the Board may exercise the following powers subject to receipt of consent by the Company by way of a Special Resolution:

- (i) to sell, lease or otherwise dispose of the whole or substantial part of the undertaking of the Company;
- (ii) to borrow money; and
- (iii) any such other matter as may be prescribed under the Act, the Listing Regulations and other applicable provisions of Law.

MANAGING DIRECTOR(S)/ WHOLE TIME DIRECTOR(S) / EXECUTIVE DIRECTOR(S)/ MANAGER

79. The Board may, from time to time, subject to the provisions of Sections 196 and 203 of the Act and of these Articles, appoint from time to time, a Managing Director or whole time director or executive director or manager of the Company for such period and on such remuneration and other terms, as they think fit and subject to the terms of any agreement entered into in any particular case, may revoke such appointment. His appointment will be automatically terminated if he ceases to be a director.

80. The Board, subject to Section 179 of the Act, may entrust to and confer upon a managing director or a whole time director any of the powers exercisable by them, upon such terms

and conditions and with such restrictions, as they may think fit and either collaterally with or to their own powers and may, from time to time, revoke, withdraw or alter or vary all or any of such powers.

81. The person so appointed, shall be responsible for and in charge of the day to day management and affairs of the Company and subject to the applicable provisions of the Act and these Articles, the Board shall vest in such Managing Director/s or the whole time director(s) or manager or executive director(s), as the case may be, all the powers vested in the Board generally.

PROVISIONS TO WHICH MANAGING DIRECTOR(S)/ WHOLE TIME DIRECTOR(S)/ EXECUTIVE DIRECTOR(S)/ MANAGER ARE SUBJECT

82. Notwithstanding anything contained herein, a Managing Director(s) / whole time director(s) / executive director(s) / manager shall subject to the provisions of any contract between him and the Company be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he ceases to hold the office of a Director he shall *ipso facto* and immediately cease to be a Managing Director(s) / whole time director(s) / executive director(s) / manager.

POWER OF ATTORNEY:

83. The Board may, at any time and from time to time, by Power-of-Attorney under Seal appoint any persons to be the Attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those which may be delegated by the Board under the Act) and for such period and subject to such conditions as the Board may, from time to time, think fit; and any such appointments, may, if the Board thinks fit, be made in favour of the Shareholders, or in favour of the Company or of the Shareholders, directors, nominees, or officers of any Company or firm, or in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board; and any such Power-of-Attorney may contain such provisions for the protection or convenience of persons dealing with such Attorney as the Board think fit.

SECRETARY

84. Subject to the provisions of Section 203 of the Act, the Board may, from time to time, appoint any individual as Secretary of the Company to perform such functions, which by the Act or these Articles for the time being of the Company are to be performed by the Secretary and to execute any other duties which may from time to time be assigned to him by the Board. The Board may confer upon the Secretary so appointed any powers and duties as are not by the Act or by these Articles required to be exercised by the Board and may from time to time revoke, withdraw, alter or vary all or any of them. The Board may also at any time appoint some individual (who need not be the Secretary), to maintain the Registers required to be kept by the Company.
85. The Secretary shall be an individual responsible to ensure that there shall be no default, non-compliance, failure, refusal or contravention of any of the applicable provisions of the Act, or any rules, regulations or directions which the Company is required to conform to or which the Board of the Company are required to conform to and shall be designated as such and be the officer in default.

POWER TO AUTHENTICATE DOCUMENTS:

86. Any Director or the Secretary or any officer appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any books, records documents and account relating to the business of the Company and to certify copies thereof extracts therefrom, as true copies or extracts and where any books, records documents or accounts are elsewhere than at the office the local manager or other officer of the Company having the custody thereof shall deemed to be a person appointed by the Board as aforesaid.

CERTIFIED COPIES OF THE BOARD:

87. A document purporting to be a copy of a resolution of the Board or an extract from the minutes of meeting of the Board which is certified as such in accordance with the provisions of the last preceding Articles shall be conclusive evidence in favour of all persons dealing with the Company upto the faith thereof that such resolution has been duly passed or, as the case may be that such extract is true and accurate record of a duly constitute meeting of the Directors.

RESERVES

88. The Board may from time to time before recommending any Dividend set apart any such portion of the profit of the Company as it thinks fit as reserves to meet contingencies or for the liquidations of the debentures, debts or other liabilities of the Company, for equalization of Dividends for repairing, improving or maintaining any of the property of the Company and such other purposes of the Company as the Board in its absolute discretion thinks conducive to the interest of the Company and may subject to the provisions of Section 186 of the Act, invest the several sums so set aside upto such investments (other than shares of the Company) as it may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company, and may divide the Reserve into such special funds as the Board thinks fit, with full power to employ the Reserve or any part thereof in the business of the Company and that without being bound to keep the same separate from other assets.

INVESTMENT OF MONEY

89. All money carried to the Reserves shall nevertheless remain and be profits of the Company available, subject to due provision being made for actual loss or depreciation, for the payment of Dividends and such moneys and all the other moneys of the Company not immediately required for the purpose of the Company may, subject to the provision of Section 186 of the Act, be invested by the Board in or upon such investments or securities as it may select or may be used as working capital or may be kept at any Bank on deposit or otherwise as the Board may, from time to time think proper.

ISSUE OF BONUS SHARES

90. The Company in its General Meeting may resolve to issue the bonus shares to its

shareholders subject to the applicable provisions of the Act and other laws as may be applicable in this behalf from time to time.

FRACTIONAL CERTIFICATE

91. For the purpose of giving effect to any resolution under the two last preceding Articles the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient and, in particular, may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any Shareholders upon the footing of value so fixed in order to adjust the rights of all parties may vest such cash or specific assets in trustees upon such trusts for the persons entitled to the dividends or capitalized fund as may seem expedient to the Board. Where requisite a proper contract shall be filed in accordance with Section 75 of the Act, and the Board may appoint any person to sign such contract on behalf of the person entitled to the dividends or capitalized fund and such appointment shall be effective.

DECLARATION OF DIVIDENDS

92. (a) The profits of the Company, subject to any special rights relating thereto being created or authorised to be created by the Memorandum or these Articles and subject to the provisions of these Articles shall be divisible among the Shareholders in proportion to the amount of Capital Paid up or credited as Paid up and to the period during the year for which the Capital is Paid up on the shares held by them respectively. Provided always that, (subject as aforesaid), any Capital Paid up on a Share during the period in respect of which a Dividend is declared, shall unless the Directors otherwise determine, only entitle the holder of such Share to an apportioned amount of such Dividend as from the date of payment.
- (b) No Dividend shall be declared or paid otherwise than out of profits of the Financial Year arrived at after providing for depreciation in accordance with the provisions of Section 123 of the Act or out of the profits of the Company for any previous Financial Year or years arrived at after providing for depreciation in accordance with those provisions and remaining undistributed or out of both provided that if the Company has not provided for depreciation for any previous Financial Year or years it shall, before declaring or paying a Dividend for any Financial Year provide for such depreciation out of the profits of that Financial Year or out of the profits of any other previous Financial Year or years,
- (c) No Dividend shall be declared unless carried over previous losses and depreciation not provided in previous year are set off against profit of the company of the current year, the loss or depreciation, whichever is less, in previous years is set off against the profit of the company for the year for which dividend is declared or paid.
- (d) The Board may, from time to time, pay to the Shareholders such interim Dividend as in their judgment the position of the Company justifies.
- (e) (i) Subject to the rights of Persons, if any, entitled to shares with special rights as to Dividend, all Dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof Dividend is paid but if and so long as nothing is Paid upon any shares in the Company,

Dividends may be declared and paid according to the amount of the shares.

- (ii) No amount paid or credited as paid on shares in advance of calls shall be treated as Paid up for the purpose of this Article.
- (iii) All Dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the Dividend is paid, but if any shares are issued on terms providing that it shall rank for Dividend as from a particular date such shares shall rank for Dividend accordingly.
- (f) Subject to the applicable provisions of the Act and these Articles, the Board may retain the Dividends payable upon shares in respect of any Person, until such Person shall have become a Shareholder, in respect of such shares or until such shares shall have been duly transferred to him.
- (g) Any one of several Persons who are registered as the joint-holders of any Share may give effectual receipts for all Dividends or bonus and payments on account of Dividends or bonus or sale proceeds of fractional certificates or other money(ies) payable in respect of such shares.
- (h) Subject to the applicable provisions of the Act, no Shareholder shall be entitled to receive payment of any interest or Dividends in respect of his Share(s), whilst any money may be due or owing from him to the Company in respect of such Share(s); either alone or jointly with any other Person or Persons; and the Board may deduct from the interest or Dividend payable to any such Shareholder all sums of money so due from him to the Company.
- (i) Subject to Section 126 of the Act, a transfer of shares shall not pass the right to any Dividend declared thereon before the registration of the transfer.
- (j) Unless otherwise directed any Dividend may be paid by cheque or warrant or by a pay slip or receipt (having the force of a cheque or warrant) and sent by post or courier or by any other legally permissible means to the registered address of the Shareholder or Person entitled or in case of joint-holders to that one of them first named in the Register of Members in respect of the joint-holding. Every such cheque or warrant shall be made payable to the order of the Person to whom it is sent and in case of joint-holders to that one of them first named in the Register of Members in respect of the joint-holding. The Company shall not be liable or responsible for any cheque or warrant or pay slip or receipt lost in transmission, or for any Dividend lost to a Shareholder or Person entitled thereto, by a forged endorsement of any cheque or warrant or a forged signature on any pay slip or receipt of a fraudulent recovery of Dividend. If 2 (two) or more Persons are registered as joint-holders of any Share(s) any one of them can give effectual receipts for any money(ies) payable in respect thereof. Several Executors or Administrators of a deceased Shareholder in whose sole name any Share stands shall for the purposes of this Article be deemed to be joint-holders thereof.
- (k) No unpaid Dividend shall bear interest as against the Company.
- (l) Notwithstanding anything contained in this Article, the dividend policy of the Company

shall be governed by the applicable provisions of the Act and Law.

- (m) The Company may pay dividends on shares in proportion to the amount Paid up on each Share in accordance with Section 51 of the Act.

UNPAID OR UNCLAIMED DIVIDEND

- 93. (a) If the Company has declared a Dividend which has not been paid or the Dividend warrant in respect thereof has not been posted or sent within 30 (thirty) days from the date of declaration to any Shareholder entitled to payment of the Dividend, the Company shall transfer the total amount of dividend, which remained unpaid or unclaimed within 7 (seven) days from the date of expiry of the said period of 30 (thirty) days to a special account to be opened by the Company in that behalf in any scheduled bank to be called the “Unpaid Dividend of S Chand And Company Limited”.
- (b) Any money so transferred to the unpaid Dividend account of the Company which remains unpaid or unclaimed for a period of 7 (seven) years from the date of such transfer, shall be transferred by the Company to the Fund established under sub-section (1) of Section 125 of the Act, viz. “Investors Education and Protection Fund”.

BOOKS OF ACCOUNT TO BE KEPT

- 94. The Board shall cause proper books of account to be maintained under Section 128 of the Act.
- 95. Subject to the provisions of Section 207 of the Act the Board shall also, from time to time, determine whether and to what extent, and at what times and places, and at what conditions or regulations account books of the Company or any of them, are to be kept or shall be open to the inspection of Shareholders not being Directors.
- 96. Subject to the provisions of Section 207 of the Act no Shareholder (not being the director) or other person shall have any right of in inspecting any account book or document of the Company except as conferred by law or authorised by the Board or by the Company in General Meeting.
- 97. The Books of accounts shall be kept at the Office or at such other place in India as the Board may decide and when the Board so decides, the Company shall within seven days of the decision, file with the Registrar a notice in writing giving the full address of that other place.
- 98. The Books of Account shall be open to inspection by any Director during business hours.

ACCOUNTS

- 99. (a) Balance sheet and profit and loss account of the Company will be audited once in a year by a qualified auditor for certification of correctness as per provisions of the Act.
- (b) **Balance Sheet and Profit and Loss Account:**

At every Annual General Meeting the Board shall lay before the Company a Balance Sheet and Profit and Loss Account made up in accordance with the provision of the Act and such Balance Sheet and Profit and Loss Account shall comply with the requirements of sections 134 of the Act so far as they are applicable to the Company but, save as aforesaid the Board shall not be found to disclose greater details of the result or extent of the trading and transactions of the Company than it may deem expedient.

(c) Annual Report of Directors:

There shall be attached to every Balance Sheet laid before the Company a report by the Board complying with Section 134 of the Act.

(d) Copies to be sent to Shareholders and others:

A copy of every Balance Sheet (including the Profit and Loss Account, the Auditors Report and every document required by law to be annexed or attached to the Balance Sheet) shall, as provided by section 136 of the Act not less than twenty-one days before the meeting be sent to every such Shareholders, trustee and other person to whom the same is required to be sent by the said section.

(e) Copies of Balance Sheet to be filed:

The Company shall comply with Section 137 of the Act as to filing copies of the Balance Sheet and Profit and Loss Account and documents required to be annexed or attached thereto with the Registrar of Companies.

SERVICE OF NOTICE AND DOCUMENTS

100. (a) How notices to be served on Shareholders:

A notice or other document may be given by the Company to its Shareholders in accordance with Sections 20 and 101 of the Act.

Where a Document is sent by electronic mail, service thereof shall be deemed to be effected properly, where a Shareholder has registered his electronic mail address with the Company and has intimated the Company that documents should be sent to his registered email address, without acknowledgement due. Provided that the Company, shall provide each Shareholder an opportunity to register his email address and change therein from time to time with the Company or the concerned depository. The Company shall fulfill all conditions required by Law, in this regard.

(b) Transferee, bound by prior notice:

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

(c) Notice valid though Shareholder deceased:

Any notice or document delivered or sent by post to or left at the registered address of any Shareholder in pursuance of these Articles shall notwithstanding such Shareholder be then deceased and whether or not the Company have notice of his decease be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such Shareholder until some other person be registered in his stead as the holder or joint holders thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his heirs, executors or administrators and all persons, if any, jointly, interested with him in any such share.

(d) Service of process in winding-up:

Subject to the provisions of the Act, in the event of winding-up of the Company every Shareholder of the Company who is not for the time being in the place where the office of the Company is situated shall be bound, within eight weeks after the passing of an effective resolution to wind up the Company voluntarily or the making of any order for the winding up of the Company to service notice in writing on the Company appointing some householder residing in the neighbourhood of the office upon them all summons, notices, processes, orders and judgments in relation to or under the winding up of the Company may be served and in default to such nomination, the liquidator of the Company shall be at liberty on behalf of such member, to appoint some such person and service upon any such appointee by the Shareholder on the liquidator shall be deemed to be good personal service on such Shareholder for all purposes and where the liquidator makes any such appointment he shall, with all convenient speed, given notice thereof to such Shareholder by advertisement in some daily newspaper circulating in the neighbourhood of the office or by a registered letter sent by post and addressed to such Shareholder at his address as registered in the register and such notice shall be deemed to be served on the day on which the advertisement appears or the letter would be delivered in the ordinary course of the post. The provision of this Article does not prejudice the right of the liquidator of the Company to serve any notice or other document in any other manner prescribed by these Articles.

(e) Shareholders to notify address in India

Each registered Shareholder 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.

(f) Service on Shareholders having no Registered Address

If a Shareholder does not have 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.

(g) Service on Persons Acquiring Shares on Death or Insolvency of Shareholders

A document may be served by the Company on the persons entitled to a share in

consequence of the death or insolvency of a Shareholders 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.

(h) **Persons Entitled to Notice of General Meetings**

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

- (i) To the Shareholders of the Company as provided by these Articles.
- (ii) To the persons entitled to a share in consequence of the death or insolvency of a Shareholder.
- (iii) To the Auditors for the time being of the Company; in the manner authorized by as in the case of any Shareholder of the Company.

(i) **Notice by advertisement**

Subject to the applicable provisions of the Act, any document required to be served or sent by the Company on or to the Shareholders, 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.

KEEPING OF REGISTERS AND INSPECTION

101. (a) Registers, etc. to be maintained by the Company:

The Company shall, in terms of the provisions of Section 88 of the Act, cause to be kept the following registers in terms of the applicable provisions of the Act:

A Register of Member indicating separately for each class of Equity Shares held by each Shareholder residing in or outside India and a Register of any other security holders.

The Company shall also be entitled to keep in any country outside India, a part of the registers referred above, called “foreign register” containing names and particulars of the Shareholders or beneficial owners residing outside India.

The registers mentioned in this Article shall be kept and maintained in the manner prescribed under the Companies (Management and Administration) Rules, 2014.

(b) **Supply of copies of Registers:**

Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 17 of the Act shall be sent by the Company to every Shareholder at his request within 7 (seven) days of the request on payment of such sum

as prescribed under the Companies (Incorporation) Rules, 2014.

(c) Inspection of Registers:

The register of charges, register of investments, register of shareholders, books of accounts and the minutes of the meeting of the Board and Shareholders shall be kept at the Office of the Company and shall be open, during business hours, for such periods not being less in the aggregate than two hours in each day as the Board determines for inspection of any Shareholder without charge. In the event such Shareholder conducting inspection of the abovementioned documents requires extracts of the same, the company may charge a fee which shall not exceed Rupees ten (10) per page or such other limit as may be prescribed under the Act or other applicable provisions of Law.

(d) When Registers of Shareholders may be closed:

The Company, after giving not less than seven days, previous notice by the advertisement in some newspapers circulating in the district in which the office is situated close the Register of Members for any period or periods not exceeding in the aggregate forty-five days in each year but not exceeding thirty days at anyone time.

(e) Reconstruction:

On any sale of the undertaking of the Company the Board or the liquidators on a winding- up may, if authorized by a Special Resolution, accept fully paid or partly Paid up shares of any other Company, whether incorporated in India or not, either than existing or to be formed for the purchase in whole or in part of the property of the Company and the Board (if the profits of the Company permit) or the liquidators (in winding-up) may distribute such shares or securities or any other property of the Company amongst the Shareholders without realisation, or vest the same in trustees for them and Special Resolution may provide for the distribution or appropriation of the cash shares or other securities benefit or property otherwise then in accordance with the strict legal right, of the contributories of the Company, and for the valuation of any such securities or property at such price and in such manner as the meeting may approve, and waive all rights in relation thereto, save only in case the Company is proposed to be or is in the course of being wound up, such statutory rights (if any) under Section 319 of the Act as are incapable of being varied or excluded by these Articles.

REGISTER OF CHARGES

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

CHARGE OF UNCALLED CAPITAL

103. Where any uncalled capital of the Company is charged as security or other security is created on such uncalled capital, the Directors may authorize, subject to the applicable

provisions of the Act and these Articles, making calls on the Shareholders in respect of such uncalled capital in trust for the person in whose favour such charge is executed.

DISTRIBUTION OF ASSETS IN SPECIE OR KIND UPON WINDING UP

104. (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 shareholders, 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 Shareholders or different classes of Shareholders.

DIRECTOR'S ETC. NOT LIABLE FOR CERTAIN ACTS

105. Subject to the provision of section 197 of the Act, no Director, Manager, Officer or employee of the Company shall be liable for the acts, defaults, receipts and neglects of any other Director, Manager, Officer or employee or for joining in any receipts or other acts for the sake of conformity or for any loss or expenses happening to the Company through the insufficiency or deficiency of any security in or upon which any of the monies of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any monies, securities or effects shall be deposited or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution thereof unless the same shall happen through negligence, default, misfeasance, breach of duty or breach of trust. Without prejudice to the generality foregoing it is hereby expressly declared that any filing fee payable or any document required to be filed with the registrar of the companies in respect of any act done or required to be done by any Director or other officer by reason of his holding the said office shall be paid and borne by the company.

AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION

106. (a) The Shareholders shall vote for all the Equity Shares owned or held on record by such Shareholders at any Annual or extraordinary General Meeting of the Company in accordance with these Articles.
- (b) The Shareholders shall not pass any resolution or take any decision which is contrary to any of the terms of these Articles.
- (c) The Articles of the Company shall be amended only by way of a Special Resolution.

COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO SHAREHOLDERS

107. Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 17 of the Act shall be sent by the Company to every Shareholder at his request within 7 (seven) days of the request on payment of such sum as prescribed under the Companies (Incorporation) Rules, 2014.

POWER OF THE DIRECTORS

108. Subject to the Section 179 of the Act hereof, the directors shall have the right to delegate any of their powers to such managers, agents or other persons as they may deem fit and may at their own discretion revoke such powers.
109. The directors shall have powers for the engagement and dismissal of managers, engineers, clerks, workers and assistants and shall have power of general direction, management and superintendence of the business of the Company with full powers to do all such acts, matters and things deemed necessary, proper or expedient for carrying on the business of the Company, and to make and sign all such contracts and to draw and accept on behalf of the Company all such bills of exchanges, hundies, cheques, drafts and other government papers and instruments that shall be necessary, proper or expedient, except only such of them as by the Act or by these presents are expressly directed to be exercised by shareholders in the general meeting.

SECRECY

110. Without prejudice to the rights of the Investors and the Investor directors, every manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Board, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bonafide transactions of the Company with its customers and the state of account with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when require to do so by the Directors or by any General Meeting or by the law of the country and except so far as may be necessary in order to comply with any of the provision in these presents and the provisions of the Act. Nothing herein contained shall affect the powers of the Central Government or any officer appointed by the government to require or to hold an investigation into the Company's affair.

OPERATION OF BANK ACCOUNTS

111. The Board shall have the power to open bank accounts, to sign cheques on behalf of the Company and operate all banking accounts of the Company and to receive payments, make endorsements, draw and accept negotiable instruments, hundies and bills or may authorize any other person to exercise such powers.

INDEMNITY

112. Subject to provisions of Section 197 of the Act, the Chairman, Directors, Auditors, Managing Directors and other officer for the time being of the Company and any trustees for the time being acting in relation to any of the affairs of the Company and their heirs and executors, shall be indemnified out of the assets and funds of the Company from or against all bonafide suits, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or about the execution of their duties in their respective offices except those done through their wilful neglects or defaults of any other officer or trustee.

THE SEAL

113. (i) The Board shall provide for the safe custody of the seal of the Company.
- (ii) The seal of the Company shall not be affixed to any instrument except by the authority of resolution of the Board or a Committee of the Board authorised by it in that behalf and except in the presence of at least two Directors and of the Secretary or such other person as the Board may appoint for the purpose; and those two Directors and the Secretary or other aforesaid person shall sign every instrument to which the Seal of the Company is so affixed in his presence. The share certificate will, however, be signed and sealed in accordance with the Act and the Companies (Share Capital and Debenture) Rules, 2014. Provided nevertheless that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any regularity touching the authority of the Board to issue the same.

BUYBACK OF SHARES

114. Subject to the provisions of Sections 68, 69 and 70 of the Act and subject to requirement of applicable buy-back regulations/rules made by central government/SEBI in this regard as may be modified from time to time, the Company may purchase its own Equity Shares or other Securities.

CANCELLATION OF FORFEITED SHARES

115. The Company may, by a resolution of the Board, decide not to reissue any forfeited shares in the Company. In such a case, the Board may cancel the forfeited shares, with or without canceling them from the authorised share capital, and transfer the amount received on such shares to appropriate account head. In case the Company decides to diminish the amount of Company's share capital by the nominal value of forfeited shares cancelled, it shall be done in accordance with the provisions of the Act as applicable.

CAPITALISATION OF PROFITS

116. (i) The Company in general meeting may, upon the recommendation of the Board, resolve—
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
- (b) that such sum be accordingly set free for distribution in the manner specified in Article 116 (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in Article 116 (iii), either in or towards—

- (a) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (b) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
 - (c) partly in the way specified in sub-Article (a) and partly in that specified in sub-Article (b);
 - (iii) A securities premium account and a capital redemption reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
 - (iv) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.
117. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall
- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
 - (b) generally do all acts and things required to give effect thereto.
 - (ii) The Board shall have power—
 - (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
 - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.
 - (iii) Any agreement made under such authority shall be effective and binding on such members.

PART B

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

In the event of any inconsistency between Part A and Part B of the Articles of Association, the provisions of Part B of the Articles of Association shall prevail over Part A. Part B of the Articles shall automatically terminate and cease to have any force and effect and shall be deemed to fall away on and from the date of listing and trading of the Equity Shares on a stock exchange in India, subsequent to an initial public offering of the Equity Shares of the Company without any further action by the Company or its shareholders.

1. DEFINITIONS AND INTERPRETATION

- (a) In these Articles, except where the context otherwise requires, the following words and expressions shall have the following meanings:

“**Acceptance Notice**” shall have the meaning ascribed to it in Article 4(d);

“**Acceptance Period**” shall have the meaning ascribed to it in Article 4(d);

“**Adjourned Meeting**” shall have the meaning ascribed to it in Article 10(x)(ii);

“**Affiliate**” of a Person (“**Subject Person**”) means (i) in the case of any Subject Person other than a natural Person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the Subject Person, provided that for the purpose of Article 11(e) and Schedule 9 (*IFC Policy Covenants*) of the Shareholders Agreement, the term 'Affiliate' shall include any company over 26% (twenty six percent) of whose capital is owned, directly or indirectly, by such Subject Person, and (ii) in the case of any Subject Person that is a natural Person, (A) any other Person that, either directly or indirectly, is Controlled by the Subject Person or that is, or is Controlled by, a Relative of the Subject Person, (B) any Hindu undivided family (“**HUF**”) to which the Subject Person belongs, or Karta or other member of such HUF and (C) any member of the Family to which the Subject Person belongs, provided that for the purpose of Article 11(e) and Schedule 9 (*IFC Policy Covenants*) of the Shareholders Agreement, the term 'Affiliate' in relation to a natural Person shall also include his/her Relative;

“**Alternate Director Nomination Notice**” shall have the meaning ascribed to it in Article 10(l);

“**Ancillary Agreements**” means the Share Purchase and Subscription Agreement, IFC Subscription Agreement, the Everstone Subscription Agreement, the Employment Agreements, and each other agreement, instrument or certificate entered into or delivered pursuant to or in connection with the Shareholders Agreement, the Share Purchase and Subscription Agreement, IFC Subscription Agreement and the Everstone Subscription Agreement;

“Anti-Dilution Event” shall have the meaning ascribed to it in Article 9;

“Arch Papier Transfer” shall have the meaning ascribed to it in Article 11(h);

“Audit Committee” means a committee constituted in terms of Part B of these Articles with the responsibility to deal with all material matters concerning auditing and accounting policy of the Company and its Subsidiaries and their financial controls and systems or any other function as may be directed by the Board;

"Authorizations" has the meaning set forth in Article 10(f)(ii);

“Board” means the board of directors of the Company as constituted from time to time;

“Board and Everstone Reserved Matters” shall have the meaning ascribed to it in Article 10(s);

“Book Value” means the value at which an asset or a liability appears in the consolidated balance sheet as prepared in accordance with Indian GAAP and/or Ind AS and/or any other applicable accounting standards, as may be prescribed by the relevant Governmental Authority;

“Big Four Accounting Firms” means the Indian auditing affiliate of any of the following accounting firms:

- (a) PricewaterhouseCoopers;
- (b) Deloitte Touche;
- (c) Ernst & Young; and
- (d) KPMG.

“Business” shall have the meaning as the business of publication and providing services in education and education related sector, including but not limited to printing and publishing of educational and children's books, digital learning solutions for government and private schools and colleges, running pre-schools, schools, colleges, learning centres for children and vocational and teacher training and all ancillary and incidental activities;

“Business Day” means any day on which the banks in Mauritius, New Delhi, India and New York, New York are open during normal business hours;

“Business Plan” shall have the meaning ascribed to it in Article 10(y);

“Buyer” shall have the meaning ascribed to it in Article 6(a);

“Charter Documents” mean, collectively, the memorandum of association and articles of association of the Company, as amended from time to time and include the Restated Charter Documents;

“**Claim Notice**” shall have the meaning ascribed to it in Article 20(a);

“**Closing Date**” shall have the meaning ascribed to it in Article 6(g);

“**Competitor**” means a Person engaged in a line of business in India or outside India which is directly or indirectly competing with the Business, with either (i) 50% (fifty percent) or more of the revenues of such Person on standalone basis; or (ii) 25% (twenty five percent) or more of the consolidated revenues of such Person and its Affiliates is derived from such competing business in the previous Financial Year; provided that the following entities shall be deemed to be Competitors of the Company:

List of competitors for the Digital Segment:

1. Educomp Solutions Limited;
2. Next Education Pvt. Ltd.;
3. Tata Interactive Systems Limited;
4. Everonn Systems Limited;
5. Pearson India Education Services Private Limited (edurite);
6. HCL Infosystems Limited;
7. NIIT Limited;
8. Mind Shaper Technologies Private Limited (classteacher.com);
9. Extramarks Education Private Limited;
10. Idiscoveri Education Private Limited;
11. Think & Learn Private Limited;
12. Infoedge (India) Limited including associate companies;
13. Haygot Education Private Limited (toppr);
14. Individual Learning Private Limited (embibe);
15. iProf Learning Solutions Private Limited;
16. Aurus Network Private Limited (superprofs.com);
17. CL Educate Limited;
18. Repro India Limited; and
19. Policy Innovation Private Limited (xamcheck).

List of Indian Publishing Companies:

1. McGraw-Hill Education India;
2. Pearson Education;
3. Cengage Learning India;
4. Macmillan Publishers India;
5. Ratna Sagar Private Limited;
6. Wiley India Private Limited;
7. Laxmi Publications Private Limited;
8. Viva Books Private Limited (Viva Education India);
9. Navneet Publications Limited;
10. Arihant Publication Private Limited;
11. Sterling Publisher Private Limited;
12. UBS Publishers & Distributors;

13. Bharti Bhawan Publishers & Distributors;
14. Cambridge University Press India;
15. Oxford University Press India;
16. Orient Blackswan Private Limited;
17. Reed Elsevier;
18. Wolters Kluwer;
19. Hachette India;
20. Grupo Planeta;
21. Penguin Random House;
22. Georg von Holtzbrinck;
23. Scholastic Corporation;
24. De Agostini Editore;
25. Houghton Mifflin Harcourt;
26. Springer Publishing;
27. Harper Collins Publishers;
28. Encyclopaedia Britannica;
29. Cordova Publications Private Limited;
30. Dhanpat Rai Publishing Company (P) Limited; and
31. Evergreen Publications India Limited.

This list of Competitors shall specify not more than 50 (fifty) entities for this purpose at any time who shall be deemed to be Competitors. After the Effective Date, the Management Shareholders may update this list of Competitors to come into effect from April 1st of each year on prior intimation to each Investor, provided that if any of the Investors communicate the identity of a proposed transferee for its Equity Securities which is not a Competitor at such time, such proposed transferee cannot be included in this list of Competitors thereafter, provided further that if the transfer of Equity Securities to such proposed transferee is not completed within a period of 1(one) year from such intimation by any such Investor, the Management Shareholders shall have the right to include such proposed transferee in this list of Competitors thereafter. Financial investors and private equity or similar investment funds shall not be considered as Competitors;

“Compensation Committee” means a committee constituted in terms of Part B of these Articles with the responsibility to determine, alter and vary the terms and conditions of remuneration of the managerial personnel of the Company or any other function as may be determined by the Board;

“Consent” means any consent, approval or waiver of any Person;

“Control” means in the context of a Person other than a natural Person, the power to direct the management or policies of a Person, whether through the ownership of over 50% (fifty percent) of the voting power of such Person, through the power to appoint over half of the members of the board of directors or similar governing body of such Person, through contractual arrangements or otherwise. The terms **“Controlled”** and **“Controlling”** shall be construed accordingly;

“Corporate Governance Improvement Plan” means the corporate governance improvement plan to be adopted by the Company as set forth in Schedule 10 of the Shareholders Agreement, and implemented in accordance with Article 11(i);

“Deed of Adherence” means the deed of adherence substantially in the form set out in Schedule 2 of the Shareholders Agreement, to be executed by the transferees of Equity Securities pursuant to Part B of these Articles;

“Demand QIPO” shall have the meaning ascribed to it in Article 13(a);

“Director” means a director of the Board;

“Drag Purchaser” shall have the meaning ascribed to it in Article 15(a);

“Drag Exit” shall have the meaning ascribed to it in Article 13(d);

“Drag Seller” shall have the meaning ascribed to it in Article 15(a);

“DRHP” means the draft red herring prospectus as may be filed by the Company with SEBI;

“Effective Date” shall mean November 4, 2015;

“Employment Agreements” means the employment agreements dated September 15, 2012 or such other agreements including any amendments thereto entered into by Mr. Dinesh Kumar Jhunjhunwala and Mr. Himanshu Gupta with the Company;

“Encumbrance” means (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law, (ii) any voting agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person and (iii) any adverse claim as to title, possession or use;

“Equity Share(s)” or **“Share(s)”** means the equity share(s) of the Company having a par value of Rs.5 (Rupees Five) per share and having one vote per equity share;

“Equity Security(ies)” means Equity Shares or any options, debenture, preference shares, bonds, conversion rights, warrants, or similar agreements, securities, instruments or commitments of any kind obligating the Company to issue, allot, grant, deliver or sell, or cause to be issued, allotted, granted, delivered or sold (i) any Equity Share, (ii) any securities convertible into or exchangeable for any Equity Shares, (iii) any obligations measured by the price or value of the Equity Shares, or (iv) any right to participate in the equity or income of the Company through any instruments issued by the Company or to participate in or direct the election of any director or officers of the Company;

“ESOP Plan” means the employee stock option plan of the Company approved by the Board in its meeting dated July 9, 2012 effective from May 31, 2012, and as amended from time to time with the approval of each of the Investor;

“Everstone” means Everstone Capital Partners II LLC;

“Everstone Call Closing” shall have the meaning ascribed to it in Article 17(c);

“Everstone Call Notice” shall have the meaning ascribed to it in Article 17(b);

“Everstone Call Right” shall have the meaning ascribed to it in Article 17(a);

“Everstone Director” means the Director(s) appointed on the Board by Everstone in accordance with Article 10(b);

“Everstone Investment Amount” means the amount equivalent to the sum of the Everstone Series A Investment Amount and Everstone Series B Investment Amount;

“Everstone Liquidity Exit” shall have the meaning ascribed to it in Article 14(I)(a);

“Everstone Liquidity Notice” shall have the meaning ascribed to it in Article 14(I)(a);

“Everstone Liquidity Price” shall have the meaning ascribed to it in Article 14(I)(b);

“Everstone Material Breach” shall have the meaning ascribed to it in the Shareholders Agreement;

“Everstone Reserved Matter” shall have the meaning ascribed to it in Article 10(q);

“Everstone Series A Buy Back” shall have the meaning ascribed to it in Article 14(I)(b)(i)(B);

“Everstone Series A Investment Amount” shall have the meaning ascribed to it in the Shareholders Agreement;

“Everstone Series A IPO Price” shall have the meaning ascribed to it in the Shareholders Agreement;

“Everstone Series A Liquidity Securities” shall have the meaning ascribed to it in Article 14(I)(a)(i);

“Everstone Series A Minimum Exit Price” shall have the meaning ascribed to it in Article 5(c)(i);

“Everstone Series A Securities” means an Ownership of 54,723 Equity Shares of the Company i.e. 31.3% of the fully diluted Share Capital of the Company as on date of the Shareholders Agreement;

“Everstone Series B Buy Back” shall have the meaning ascribed to it in Article

14(I)(b)(ii);

“Everstone Series B Investment Amount” shall have the meaning ascribed to it in the Shareholders Agreement;

“Everstone Series B IPO Price” shall have the meaning ascribed to it in Shareholders Agreement;

“Everstone Series B Liquidity Securities” shall have the meaning ascribed to it in Article 14(I)(a)(ii);

“Everstone Series B Minimum Exit Price” shall have the meaning ascribed to it in Article 5(c)(ii);

“Everstone Series B Securities” means an Ownership of 10,341 Equity Shares of the Company that Everstone has subscribed to pursuant to the Everstone Subscription Agreement for an aggregate amount equivalent to the Everstone Series B Investment Amount;

“Everstone Subscription Agreement” means the subscription agreement dated October 7, 2015 pursuant to which Everstone has subscribed to the Everstone Series B Securities for an aggregate consideration equivalent to the Everstone Series B Investment Amount;

“Excess Consideration” shall have the meaning ascribed to it in the Shareholders Agreement;

“Executive Director” means a Director who is in full time employment with the Company on terms set out in the Employment Agreements;

“Exercise Period” shall have the meaning ascribed to it in Article 4(c);

“Existing Shareholders” means the Shareholders other than IFC;

“Existing Shareholders Agreement” means the shareholders agreement dated August 28, 2012 executed between the Company, Everstone and the Management Shareholders;

“Family” means Nirmala Gupta Family or Savita Gupta Family, as the case may be;

“Financial Year” means the financial year of the Company, which begins on April 1st of a given calendar year and ends on March 31st of the next calendar year;

“First Adjourned Meeting” shall have the meaning ascribed to it in Article 10(o);

“First Completion Date” means September 27, 2012;

“First Offer Right” shall have the meaning ascribed to it in Article 4(a);

“Governmental Authority” means the government of a country or any province, state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or entity, or central bank (or any Person whether or not government owned and howsoever constituted or called, that exercises the functions of the central bank) or instrumentality thereof; any court or tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange;

“Governmental Approval” means any Consent, license, permit or authorisation from, or registration or filing with, any Governmental Authority;

“Highest Price” shall have the meaning ascribed to it in Article 4(d);

“IFC” means International Finance Corporation;

“IFC Access to Information Policy” means IFC's Access to Information Policy dated January 1, 2012 as updated from time to time;

“IFC Buy Back” shall have the meaning ascribed to it in Article 14(II)(A)(b);

“IFC Director” means the Director appointed on the Board by IFC in accordance with Article 10(b);

“IFC Investment Amount” shall have the meaning ascribed to it in the Shareholders Agreement;

“IFC IPO Price” shall have the meaning ascribed to it in the Shareholders Agreement;

“IFC Liquidity Exit” means collectively the IFC Liquidity Exit I and IFC Liquidity Exit II;

“IFC Liquidity Exit I” shall have the meaning ascribed to it in Article 14(II)(A)(a);

“IFC Liquidity Exit II” Shall have the meaning ascribed to it in Article 14(II)(B)(a);

“IFC Liquidity Notice” means collectively the IFC Liquidity Notice I and IFC Liquidity Notice II;

“IFC Liquidity Notice I” shall have the meaning ascribed to it in Article 14(II)(A)(a);

“IFC Liquidity Notice II” shall have the meaning ascribed to it in Article 14(II)(B)(a);

“IFC Liquidity Price” means collectively the IFC Liquidity Price I and IFC Liquidity Price II;

“IFC Liquidity Price I” shall have the meaning ascribed to it in Article 14(II)(A)(b);

“IFC Liquidity Price II” shall have the meaning ascribed to it in Article 14(II)(B)(b);

“IFC Liquidity Securities” shall have the meaning ascribed to it in Article 14(II)(a);

“IFC Material Breach” shall have the meaning ascribed to it in the Shareholders Agreement;

“IFC Minimum Exit Price” shall have the meaning ascribed to it in the Shareholders Agreement;

“IFC Minimum Ownership” shall have the meaning ascribed to it in Article 10(r);

“IFC Policy Covenants” shall have the meaning ascribed to it in Article 11(e);

“IFC Reserved Matter” shall have the meaning ascribed to it in Article 10(r);

“IFC Subscription Agreement” means the subscription agreement dated October 7, 2015 pursuant to which IFC has subscribed to the IFC Securities, for an aggregate consideration equivalent to the IFC Investment Amount;

“IFC Securities” means an Ownership of 18,958 Equity Shares of the Company, constituting 9.29% (nine point two nine percent) of the Ownership of the Share Capital of the Company (as on the Effective Date), that IFC has subscribed to pursuant to the IFC Subscription Agreement for an aggregate amount equivalent to the IFC Investment Amount;

“IFC Tag Along Right” shall have the meaning ascribed to it in Article 6(a);

“IFC Tag Notice” shall have the meaning ascribed to it in Article 6(c);

“Indebtedness” with reference to any Person, means, without duplication, (a) all indebtedness for borrowed money, (b) all obligations evidenced by a note, bond, debenture, letter of credit, draft or similar instrument, (c) that portion of obligations that is properly classified as a liability (real or contingent) on a balance sheet in conformity with Indian GAAP and/or Ind AS and/or any other applicable accounting standards, as may be prescribed by the relevant Governmental Authority, (d) notes payable and drafts accepted representing extensions of credit,

(e) any known and quantified obligation owed for all or any part of the deferred purchase price of property, (f) all guarantees of any nature extended by such Person with respect to Indebtedness of any other Person, (g) off balance sheet obligations in the nature of undertakings, guarantees and derivative contracts, and (h) all indebtedness and obligations of the types described in the foregoing articles (a) through (g) to the extent secured by any Encumbrance on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person;

“Indemnified Party” shall have the meaning ascribed to it in Article 20(a);

“Indemnifying Party” shall have the meaning ascribed to it in Article 20(a);

“Independent Director” means a non-executive Director (other than a nominee Director) who has no direct or indirect material relationship with the Company other than membership on the Board and who:

- (a) in the opinion of the Board, is a person of integrity and possesses relevant expertise and experience;
- (b) is or was not a promoter of the Company or its Affiliates;
- (c) is not related to promoters or directors in the Company or its Affiliates;
- (d) is not, and has not been in the past 5 (five) years, employed by the Company or its Affiliates;
- (e) apart from receiving director's remuneration, does not have, or has not had during the 5 (five) immediately preceding Financial Years and during the current Financial Year, a pecuniary relationship with the Company or its Affiliates (either directly or as a partner, shareholder (other than to the extent to which shares are held by such Director pursuant to a requirement of applicable Law), or their promoters, or directors and is not a director, officer or senior employee of a Person that has or had such a relationship;
- (f) whose relatives do not have, or have not had, a pecuniary relationship or transaction with the Company, its Affiliates, or their promoters, or directors, amounting to 2% (two per cent) or more of its gross turnover or total income or Rs. 5,000,000 (Rupees Five Million) or such higher amount as may be prescribed under the Act from time to time, whichever is lower, during the two immediately preceding Financial Years or during the current Financial Year;
- (g) neither himself nor any of his relatives holds or has held the position of a key managerial personnel or is or has been an employee of the Company or its Affiliates in any of the 3 (three) Financial Years immediately preceding the Financial Year in which he is proposed to be appointed;
- (h) neither himself nor any of his relatives is or has been an employee or

proprietor or a partner, in any of the 3 (three) Financial Years immediately preceding the Financial Year in which he is proposed to be appointed, of (i) a firm of auditors or company secretaries in practice or cost auditors of the Company or its Affiliates; or (ii) any legal or a consulting firm that has or had any transaction with the Company or its Affiliates amounting to 10% (ten percent) or more of the gross turnover of such firm;

- (i) neither himself nor any of his relatives is a chief executive or director, by whatever name called, of any non-profit organization that receives 25% (twenty five percent) or more of its receipts from the Company, any of its promoters, Directors or its Affiliates or that holds a material interest in the Company;
- (j) neither himself nor any of his relatives is a material supplier, service provider or customer or a lessor or lessee of the Company;
- (k) is not controlling any non-profit organization that receives significant funding from the Company or its Affiliates;
- (l) does not receive and has not received in the past 5 (five) years, any additional remuneration from the Company or its Affiliates other than his or her director's fee;
- (m) does not participate in any share option scheme/plan or pension scheme/plan of the Company or any of its Affiliates;
- (n) is not, nor has been at any time during the past 5 (five) years, affiliated with or employed by a present or former auditor of the Company or any of its Affiliates;
- (o) does not hold a material interest in the Company or its Affiliates (either directly or as a partner, shareholder, director, officer or senior employee of a Person that holds such an interest);
- (p) does not hold together with his relatives a material interest in the Company;
- (q) is not a member of the immediate family (and is not the executor, administrator or personal representative of any such Person who is deceased or legally incompetent) of any individual who would not meet any of the tests set out in articles (a) to (p) (where he or she a director of the Company);
- (r) is identified in the annual report of the Company distributed to the shareholders of the Company as an independent director;
- (s) has not served on the Board for more than 10 (ten) years; and
- (t) is not less than 21 years of age;

For purposes of this definition, "material interest" shall mean a direct or indirect ownership of voting shares representing at least 2% (two percent) of the

outstanding voting power or equity of the Company or any of its Affiliates;

“Independent Valuer” means the Indian affiliate of any of the following accounting firms, except for a firm that is the statutory auditor of the Company:

- (a) PricewaterhouseCoopers;
- (b) Deloitte Touche;
- (c) Ernst & Young; and
- (d) KPMG;

“Indian GAAP” means the generally accepted accounting practices as applicable in India;

“Intellectual Property Rights” or **“IPR”** includes any or all of the following and all rights in, arising out of, or associated with any or all of the following:

- (a) all national, foreign and international patents and patent rights (including all patents, patent applications, provisional patent applications, and any and all divisions, continuations, continuations-in-part, reissues, re-examinations and extensions thereof, and all invention registrations and invention disclosures);
- (b) all trademarks and trademark rights, service marks and service mark rights, trade names and trade name rights, service names and service name rights (including all goodwill, common law rights and governmental or other registrations or applications for registration pertaining thereto), designs, trade dress, brand names, business and product names, internet domain names, logos and slogans;
- (c) all copyrights (including all common law rights, and governmental or other registrations or applications for registration pertaining thereto, and renewal rights therefrom);
- (d) all sui generis database rights, ideas, inventions (whether patentable or not), invention disclosures, improvements, technology know-how, trade secrets, formulas, systems, processes, designs, methodologies, works of authorship, databases, content, graphics, technical drawings, statistical models, algorithms, modules, computer programs, technical documentation, business methods, work product, intellectual and industrial property licenses, proprietary information and documentation relating to any of the foregoing;
- (e) all industrial designs and any registrations and applications therefrom throughout the world;
- (f) all computer software including all source code, object code, firmware, development tools, files, records and data, and all media on which any of the

foregoing is recorded; and

(g) all similar, corresponding or equivalent rights to any of the foregoing;

“Inter-Family Transfer” shall have the meaning ascribed to it in Article 3(d)(v);

“Investor Directors” means the IFC Director and the Everstone Director(s) as may be nominated to the Board in accordance with Article 10;

“IPO” means an offer for sale or initial public offer of Equity Shares of the Company resulting in listing of the Equity Shares on the Stock Exchanges;

“IPO Indemnified Party” shall have the meaning ascribed to it in Article 12(k);

“IRR” means with respect to each Investor, the internal rate of return or the discount rate at which the net present value of costs (negative cash flows) of an investment equal the net present value of the benefits (positive cash flows) of the investment, determined on a Rupee basis calculated using the XIRR function in Microsoft Excel, calculated net of all Taxes (excluding income tax) and as of the date of determination;

“KYC” shall have the meaning ascribed to it in Article 3(e);

“Law” means all applicable provisions of all (a) constitutions, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances or orders applicable to the territory of India or of any Governmental Authority, (b) Governmental Approvals and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority;

“Liquidation Event” shall have the meaning ascribed to it in Article 16;

“Liquidation Price” shall have the meaning ascribed to it in Article 16;

“Liquidity Price” shall have the meaning ascribed to it in Article 14(III)(b);

“Liquidity Purchase” shall have the meaning ascribed to it in Article 14(I)(c)(i)(A);

“Management Committee” means a committee with the responsibility to manage and resolve operational matters of the Company, its Subsidiaries and Minority Joint Ventures, constituted in accordance with Article 10(g);

“Management Shareholders” mean

- a) Members of Savita Gupta family
 - a. Mrs. Savita Gupta;
 - b. Mr. Himanshu Gupta; and
 - c. Mrs. Ankita Gupta.

- b) Members of Nirmala Gupta family
 - a. Mrs. Nirmala Gupta;
 - b. Mr. Dinesh Kumar Jhunjhnuwala;
 - c. Mrs. Neerja Jhunjhnuwala; and
 - d. Mr. Gaurav Kumar Jhunjhnuwala.

“Management Shareholders' Return” shall have the meaning ascribed to it in the Shareholders Agreement;

“Material Adverse Effect” means a material adverse change on:

- (a) the assets, Business, liabilities, financial condition, results, operations or valuation of the Company or any of its Subsidiaries;
- (b) the ability of the Company or the Management Shareholders to perform, and ensure that each of the Subsidiaries perform, their obligations under Part B of these Articles or the Ancillary Agreements;
- (c) the validity or enforceability of Part B of these Articles or of the rights or remedies of the Investor, except on account of change in Law or for reasons beyond the control of the Company or the Management Shareholders; or
- (d) the status or validity of any Consents, permits, licenses or permissions required for the Company or any of its Subsidiaries to carry on its Business, except on account of change in Law;

“Merchant Banker” shall have the meaning ascribed to it in Article 12(a)(i);

“Minimum Realizable Gain” shall have the meaning ascribed to it in the Shareholders Agreement;

“Minority Joint Ventures” means a company set up as a joint venture between the Company and other Persons, in which the Company holds, directly or indirectly, not more than 50% (fifty percent) of its equity share capital, and shall include Edutor Technologies India Private Limited, a company incorporated in India and having its registered office at H.No.8-2-293/82/564-A-26-III Sri Incubation Centre, 2nd Floor, Rd No. 92, Opp. Lotus Pond, Jubilee Hills, Hyderabad - 500033, India;

“Negotiated Price” shall have the meaning ascribed to it in Article 4(g);

“Net Worth” means the difference between the consolidated assets and the consolidated liabilities, at Book Value;

“Nirmala Gupta Family” means, jointly and severally, Mrs. Nirmala Gupta, Mr. Dinesh Kumar Jhunjhnuwala, Mrs. Neerja Jhunjhnuwala and Mr. Gaurav Kumar Jhunjhnuwala;

“Obligors” shall have the meaning ascribed to it in Article 14(I)(a);

“Observer” shall have the meaning ascribed to it in Article 10(b);

“Offer Price” shall have the meaning ascribed to it in Article 4(c);

“Offered Securities” shall have the meaning ascribed to it in Article 4(b);

“Ownership” at any time means percentage of the Share Capital of the Company represented by ownership of the Equity Securities on a fully diluted basis and assuming that all stock options granted under the ESOP Plan are vested and Equity Shares have been issued and allotted for such stock options;

“Person” means any natural person, firm, company, governmental authority, joint venture, partnership, association or other entity (whether or not having separate legal personality);

“Pre-Emptive Right” shall have the meaning ascribed to it in Article 8(a);

“Pre-Emptive Right Acceptance Notice” shall have the meaning ascribed to it in Article 8(c);

“Pre-Emptive Right Closing Date” shall have the meaning ascribed to it in Article 8(d);

“Pre-Emptive Right Subscription Price” shall have the meaning ascribed to it in Article 8(a);

“Primary Issuance Securities” shall have the meaning ascribed to it in Article 8(a);

“Pro Rata Share” means, with respect to any Shareholder, the proportion that the Ownership of Equity Securities held by such Shareholder bears to the aggregate outstanding Equity Securities of the Company, in each case on a fully diluted basis;

“Promote Structure” shall have the meaning ascribed to it in the Shareholders Agreement;

“Proposed Issuance” shall have the meaning ascribed to it in Article 8(b);

“Proposed Recipient” shall have the meaning ascribed to it in Article 8(a);

Put Option Period” means the period immediately commencing after 66 (sixty six) months from the First Completion Date and expiring on the earlier of:

- (a) date on which the Company completes the Reinstatement Actions, and
- (b) date on which the shares of the Company are listed on a Recognised Stock Exchange;

It is clarified that the Put Option Period shall commence if the filing of a DRHP by the Company with the SEBI has taken place within 66 (sixty six) months from the First Completion Date but the Company has not completed the Reinstatement Actions in the manner provided in Article 14(IV).

“QIPO” shall have the meaning ascribed to it in Article 12(a);

“QIPO Date” shall have the meaning ascribed to it in Article 12(a);

“Related Party” means (i) any Affiliate, Subsidiary or Minority Joint Ventures of the Company; (ii) any Management Shareholder; (iii) any Director (excluding Independent Directors and Investor Directors); (iv) any key managerial personnel of the Company; (v) any Relative or an Affiliate of a Director or of a Management Shareholder or of a key managerial personnel of the Company (excluding Independent Directors and Investor Directors); (vi) any Person who serves (or has within the past 12 (twelve) months served) as a director, officer or employee of the Company; or (vii) a firm in which a Director, manager or his Relative is a partner; (viii) a private company in which a Director or manager is a member or director; (ix) a public company in which a Director or manager is a director or holds along with his Relatives, more than 2 (two) percent of its paid-up share capital; (x) any body corporate whose board of directors, managing director or manager is accustomed to act in accordance with the advice, directions or instructions of a Director or manager; (xi) any person on whose advice, directions or instructions a Director or manager is accustomed to act (subject to exceptions set forth in the Act); (xii) a director (other than an independent director) or key managerial personnel of a holding company or his Relatives, as applicable; and (xiii) any Person in which any of the foregoing have an interest or Control, and "Related Party Transaction" means any transaction between the Company and a Related Party;

“Relevant Investor” shall have the meaning ascribed to it in the Shareholders Agreement;

“Relative” means a relative as defined under the Act;

“Required Sale Notice” shall have the meaning ascribed to it in Article 15(a);

“Restated Charter Documents” means the amended and restated articles of association of the Company to give effect to the provisions of the Shareholders Agreement;

“ROFO Closing Date” shall have the meaning ascribed to it in Article 4(e);

“ROFO Election Notice” shall have the meaning ascribed to it in Article 4(c);

“ROFO Purchaser” shall have the meaning ascribed to it in Article 4(a);

“Rupees” or **“Rs.”** means Indian rupees or the lawful currency of the Republic of India;

“Sale Securities” shall have the meaning ascribed to it in Article 5(a);

“Savita Gupta Family” means, jointly and severally, Mrs. Savita Gupta, Mr. Himanshu Gupta and Mrs. Ankita Gupta;

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

“Second Adjourned Meeting” shall have the meaning ascribed to it in Article 10(o);

“Selling Shareholder” shall have the meaning ascribed to it in Article 6(a);

“Series A Post Money Valuation” shall have the meaning ascribed to it in the Shareholders Agreement;

“Share Capital” means the aggregate outstanding Equity Securities of the Company on a fully diluted basis;

“Shareholder(s)” means Everstone, IFC, the Management Shareholders and any Person, being holders of Equity Securities, who becomes a shareholder of the Company in accordance with the terms of Part B of these Articles and executes a Deed of Adherence, in each case for so long as such Person remains a Shareholder of the Company, and shall be deemed to include the estate of any Shareholder that is a natural Person and the executor, conservator, committee or other similar legal representative of any Shareholder that is a natural Person or such Shareholder's estate following the death or incapacitation of such Shareholder;

“Shareholders Meeting(s)” shall have the meaning ascribed to it in Article 10(u);

“Share Retention Obligation” shall have the meaning ascribed to it in Article 3(a)(ii);

“Stock Exchanges” means the Bombay Stock Exchange, Mumbai, the National Stock Exchange, Mumbai and such other stock exchange whether in India or outside India as may be mutually agreed in writing between the Parties;

“Strategic Sale” means a Transfer of Equity Securities of the Company, in one or more parts, resulting in a change in Control of the Company to any Person (together with its Affiliates or other Persons acting in concert) (including a Competitor) who is not a Party to the Shareholders Agreement, at a price as specified under the Shareholders Agreement;

“Share Purchase and Subscription Agreement” means the share purchase and subscription agreement dated August 28, 2012, as amended from time to time, entered into by and between Everstone, the Management Shareholders and the Company in relation to the subscription and purchase of the Everstone Series A Securities, as contemplated therein;

“Shareholders Agreement” means the amended and restated shareholders agreement dated October 7, 2015, entered into by and between the Company,

Everstone, IFC and the Management Shareholders, as may be amended from time to time;

“Subsidiary(ies)” means all subsidiaries of the Company as determined under the Act and such other companies which may become Subsidiaries in future in accordance with applicable Law.

“Tag Acceptance Notice” shall have the meaning ascribed to it in Article 5(d);

“Tag Along Notice” shall have the meaning ascribed to it in Article 5(a);

“Tag Along Offeree” shall have the meaning ascribed in Article 5 (b);

“Tag Along Right” shall have the meaning ascribed to it in Article 5(b);

“Tag Along Securities” shall have the meaning ascribed to it in Article 5(d);

“Tag Exercise Period” shall have the meaning ascribed to it in Article 6(c);

“Tag Price” shall have the meaning ascribed to it in Article 5(a);

“Tagged Shares” shall have the meaning ascribed to it in Article 6(c);

“Tag Transferee” shall have the meaning ascribed to it in Article 5(a);

“Tag Transfer Notice” shall have the meaning ascribed to it in Article 6(c);

“Tax(es)/Taxation” includes all forms of taxation, duties, levies, imposts, including without limitation corporate income tax, withholding tax, value added tax, customs and excise duties, capital tax and other transaction taxes, dividend withholding tax, real estate taxes, stamp duties, other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties in any relevant jurisdiction;

“Third Party Transfer” shall have the meaning ascribed to it in Article 4(g);

“Transaction Documents” means the Shareholders Agreement, the Charter Documents and any Ancillary Agreements;

“Transfer” means to sell, gift, give, assign, transfer, transfer of any interest in trust, mortgage, alienation, hypothecate, pledge, encumber, grant a security interest in, amalgamate, merge or suffer to exist (whether by operation of law or otherwise) any Encumbrance on, any Equity Securities or any right, title or interest therein or to otherwise dispose of in any manner whatsoever voluntarily or involuntarily, but shall not include transfer by way of testamentary or intestate successions;

“Transferee” shall have the meaning ascribed to it in Article 11(h);

“Transfer Notice” shall have the meaning ascribed to it in Article 4(b);

“Transferring Shareholder” shall have the meaning ascribed to it in Article 4(a);

“Winning Bidder” shall have the meaning ascribed to it in Article 4(d).

- (b) In Part B of these Articles, (unless the context requires otherwise):
- (i) Any reference herein to any Clause, Schedule or Exhibit is to such Clause of or Schedule or Exhibit to the Shareholders Agreement unless the context otherwise requires. The Schedules and Exhibits to the Shareholders Agreement shall be deemed to form part of Part B of these Articles.
 - (ii) References to a Party shall, where the context permits, include such Party’s respective successors, legal representatives and permitted assigns;
 - (iii) References to Affiliates of Everstone shall include any fund (present or future) or such fund's Affiliate managed by or any entity that is being managed by either the investment manager of Everstone or managed by Affiliates of the investment manager, or managed by any Persons(s) who own or Control the investment manager of Everstone;
 - (iv) The headings are inserted for convenience only and shall not affect the construction of Part B of these Articles;
 - (v) Unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders;
 - (vi) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the coming into effect of Part B of these Articles) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;
 - (vii) In calculations of share numbers, references to a “fully diluted basis” mean that the calculation should be made assuming that any and all outstanding stock options (under ESOP Plan) and other options, warrants, debentures and other Equity Securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable), have been so converted, exercised or exchanged and Equity Shares have been issued and allotted pursuant thereto;
 - (viii) The words “directly” or “indirectly” mean directly, or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" have the correlative meanings;
 - (ix) In Part B of these Articles, references to a number or percentage of “Equity Securities”, “Equity Shares” and “Shares” shall be such number or percentage of “Equity Securities”, “Equity Shares” and “Shares” as would be held at the relevant time;

- (x) If, in calculating a price or an amount, the relevant variables for such calculation are expressed in different currencies then all such variables for the purpose of such calculation shall be in Rupees;
- (xi) The word “including” means “including without limitation” and the words “include” or “includes” have correlative meanings;
- (xii) the rights and obligations of each of the Investors under Part B of these Articles shall be several, and not joint, and none of the Investors shall be responsible for any acts or omissions of the other Investor. Accordingly, each of the Investors shall severally and not jointly exercise their rights and comply with their obligations under Part B of these Articles as applicable to it.
- (xiii) In Part B of these Articles, in relation to the Company, reference to ‘consolidated’ or ‘consolidated basis’ means calculations based on the Company together with its Subsidiaries and Minority Joint Ventures (if applicable), and reference to ‘standalone’ or ‘standalone basis’ means calculations based on the Company only;
- (xiv) Unless expressly provided to the contrary or repugnant to the context thereof, representations, warranties, covenants and obligations of the Management Shareholders and/or the Company under Part B of these Articles shall be joint and several on the part of each of them;
- (xv) In these Articles, each of IFC and Everstone are individually referred to as an “**Investor**” and collectively as “**Investors**”;
- (xvi) Each of the Company, Management Shareholders and the Investors are individually referred to as “**Party**” and collectively as “**Parties**”; and
- (xvii) All capitalised terms used herein but not defined shall have the meanings ascribed to them in the Shareholders Agreement.

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3. **TRANSFER OF EQUITY SECURITIES**

- (a) Restriction on Transfer and Encumbrance of Equity Securities. So long as:
 - (i) Everstone has Ownership of at least 10% (ten percent) of the Share Capital, the Management Shareholders shall hold their entire direct and indirect interest in their Equity Securities and shall not directly or indirectly Transfer or attempt to Transfer any of their Equity Securities or any right, title or interest therein or thereto, except:
 - (A) as permitted under Article 3(d); and
 - (B) in accordance with Article 12 in a QIPO, Article 13 in a Demand

QIPO, Article 15 in a Drag Exit or Article 17 in an Everstone Call Right.

- (ii) IFC has Ownership of at least 5% (five percent) of the Share Capital, Mr. Himanshu Gupta, Mr. Dinesh Kumar Jhunjhnuwala and the Management Shareholders shall, at all times, hold and maintain an Ownership of 15% (fifteen percent), 10% (ten percent) and 51% (fifty one percent) respectively in the Share Capital of the Company, free from all Encumbrances (“**Share Retention Obligation**”) and shall not directly or indirectly Transfer or attempt to Transfer any of their Equity Securities or any right, title or interest therein or thereto, except:

- (A) as permitted under Article 3(d), and

- (B) in accordance with Article 12 in a QIPO, Article 13 in a Demand QIPO, Article 15 in a Drag Exit, or Article 17 in a Everstone Call Right.

- (iii) The Equity Securities issued pursuant to the ESOP Plan shall be held and Transferred in accordance with the ESOP Plan.

- (b) Any Transfer or attempt to Transfer any Equity Securities by the Management Shareholders or a Shareholder holding Equity Securities pursuant to the ESOP Plan in violation of the preceding paragraph without the prior written Consent of the Investors shall be null and *void ab initio*, and the Company shall not register any such Transfer. It is clarified that restrictions on Transfer of Equity Securities under this Article 3 and other provisions of Part B of these Articles shall not be capable of being avoided by the Management Shareholders through any indirect means, including by transferring shares of or capitalizing or reorganizing any entity holding Equity Securities of the Company.

Provided, that the Management Shareholders shall be permitted to create Encumbrance over their Equity Securities solely for the purpose of securing Company's Indebtedness only with the prior written approval of each of the Investors. Other than as provided under the Shareholders Agreement, the Management Shareholders and/or the Company shall not be permitted to (a) create any Encumbrance on the shares/securities of the Subsidiaries, or (b) Transfer shares/securities of the Subsidiaries, such that the Company ceases to hold, directly or indirectly, more than 50% (fifty percent) of the equity share capital of a Subsidiary, or (c) cause the Subsidiaries to Transfer or create any Encumbrance on the securities held by such Subsidiaries in any other Person.

- (c) Transfer Procedure. No Transfer of Equity Securities by the Management Shareholders shall be made unless the Transfer complies in all respects with all applicable provisions of Part B of these Articles and the applicable Laws.
- (d) Permitted Transfers. Notwithstanding anything to the contrary contained in Article 3(a)(i) above, and provided however that such transferee (other than the Investors) executes a Deed of Adherence agreeing to abide by the terms and conditions of the Transaction Documents, the Management Shareholders shall be entitled to Transfer

the Equity Securities held by them in accordance with the provisions of this Article 3(d):

- (i) subject to the Share Retention Obligation, any Transfer by a Management Shareholder to another Management Shareholder belonging to the same Family to which the transferring Management Shareholder belongs. Upon such Transfer (including through succession or inheritance), the Management Shareholders transferring their Equity Securities under this Article 3(d)(i) and the transferee shall be jointly and severally responsible to comply with the duties, obligations and responsibilities as applicable to the Management Shareholders under Part B of these Articles;
 - (ii) subject to the Share Retention Obligation, any Transfer by the Management Shareholders of up to 5% (five percent) of their Equity Securities held as on the Effective Date, through Transfers in one or more tranches, to any Person who is not a Party to the Shareholders Agreement only for the purpose of liquidity and without creation of any rights in favour of such third party purchaser under Part B of these Articles, subject to the First Offer Right of the Investors in accordance with Article 4 (but shall not be subject to Tag Along Right of IFC under Article 6), provided that the Ownership of each Family shall not fall below 26% (twenty six percent) as a result of such Transfer by the Management Shareholders;
 - (iii) notwithstanding anything to the contrary contained in Article 3(a)(ii) above, any Transfer approved by a unanimous vote of the entire Board and approved by each of the Investors in writing;
 - (iv) notwithstanding anything to the contrary contained in Article 3(a)(ii) above, any Transfer in accordance with Article 5 pursuant to a Strategic Sale; and
 - (v) subject to the Share Retention Obligation, any Transfer by a Management Shareholder to a Management Shareholder belonging to a Family to which the transferring Management Shareholder does not belong, provided that if such Transfers, in one or more parts, results in a Family Transferring 20% (twenty percent) or more of their Equity Securities held as on the Effective Date (“**Inter-Family Transfer**”), such Transfers shall be subject to the Tag Along Right of each of the Investors in accordance with Article 5 and Article 6, provided further that the Ownership of each Family shall not fall below 26% (twenty six percent) as a result of such Transfers by the Management Shareholders. It is clarified that the provisions of Article 5 as applicable to Strategic Sale shall apply *mutatis mutandis* to each Inter-Family Transfer by the Management Shareholders.
- (e) Approval of the Investors. With regard to any Transfer of Equity Securities by the Management Shareholders that may be approved by each of the Investor under any provision of Part B of these Articles, while granting such approval, each Investor shall have the absolute power to seek such details as it may deem fit including know your customer (“**KYC**”) requirements.

- (f) Transfers by the Existing Shareholders. Notwithstanding anything contained in Part B of these Articles, the Existing Shareholders shall not Transfer any Equity Securities in the Company to any of the individuals or entities named on (A) lists promulgated by the United Nations Security Council or its committees pursuant to resolutions issued under Chapter VII of the United Nations Charter; or (B) the World Bank Listing of Ineligible Firms (see www.worldbank.org/debarr). The Existing Shareholders shall cause the Company to, and the Company shall, refuse to recognize any purported Transfer of Equity Securities in the Company in violation of this Article 3(f), and shall issue appropriate instructions to its depository to refuse to record, register or accept any instruction or delivery slip or any other authorization in relation to any such Transfer of Equity Securities in the Company. Any Transfer made in breach of this Article 3(f) shall be null and *void ab initio*. It is clarified that the said restriction on Transfer of Equity Securities by the Existing Shareholders shall not apply in case such Transfer takes place on the floor of a stock exchange (other than through a block deal).
- (g) Transfers by Investors. Subject to the First Offer Right of the Management Shareholders pursuant to Article 4, the Equity Securities held by the Investors and all their rights and obligations under Part B of these Articles (including the board representation and pre-emptive rights) shall be freely transferable, provided that: (i) for a period of 72 (seventy two) months from the First Completion Date, the Investors shall not Transfer their respective Equity Securities to a Competitor; and (ii) the right of Everstone to Transfer its Equity Securities shall be subject to the provisions of Article 6. Subject to the restriction in the preceding sentence, each of the Investors may Transfer its Equity Securities to any Person (including a Competitor) subject to the First Offer Right of the Management Shareholders pursuant to Article 4. Any Transfer by an Investor to its Affiliate shall not be subject to First Offer Right of the Management Shareholders or any other restriction on Transfer under Part B of these Articles. Each Investor shall be entitled to assign its rights and obligations under Part B of these Articles, including its Pre-Emptive Right and Board representation right, without any condition in connection with any Transfer of the Equity Securities. In case of Everstone, such rights may thereafter be exercised either by Everstone or by the transferee to whom the Equity Securities are Transferred.
- (h) Depositories. The Company and the Management Shareholders shall issue appropriate instructions to their depository not to Transfer the Equity Securities of any Management Shareholder except in accordance with the Charter Documents and the Shareholders Agreement. The Company shall cause the Management Shareholders to direct their respective depository participants not to accept any instruction slip or delivery slip or other authorization for Transfer contrary to the terms of the Charter Documents and the Shareholders Agreement.
- (i) As a pre-condition to any Transfer of Equity Securities permitted under Part B of these Articles, all transferees of Equity Securities (including an Affiliate of a Shareholder) shall agree to be bound by the provisions of the Shareholders Agreement and the Charter Documents and shall execute a Deed of Adherence.
- (j) Where an Investor is purchasing any Equity Securities pursuant to Part B of these Articles, it shall have the option of purchasing the Equity Securities by itself or

through its Affiliate nominated by such Investor at the sole discretion of such Investor.

- (k) The Company and the Management Shareholders shall facilitate, and fully cooperate, from time to time, any proposed transaction of Transfer of Equity Securities by any Investor pursuant to Part B of these Articles, including by providing all required information for and facilitating due diligence by one or more proposed purchasers of such Investor's Equity Securities. It is clarified that each Party shall bear its own costs in relation to any proposed transaction of Transfer of the Equity Securities by any Investor pursuant to Part B of these Articles.

4. RIGHT OF FIRST OFFER

- (a) Without prejudice to restrictions under Article 3, in the event (i) any Investor and/or such Investor's Affiliates, or (ii) the Management Shareholders pursuant to Article 3(d)(ii), (the “**Transferring Shareholder**”) propose to Transfer their Equity Securities, then each of the non-selling Shareholders (the “**ROFO Purchaser**”) shall have a right of first offer (the “**First Offer Right**”) with respect to such Transfer as provided in this Article 4.
- (b) If the Transferring Shareholder proposes to Transfer any of the Equity Securities (“**Offered Securities**”) to any third party purchaser, then such Transferring Shareholder shall send a written notice to the ROFO Purchaser specifying the number of Offered Securities proposed to be Transferred and giving the ROFO Purchaser a right to make the first offer in respect of the Offered Securities (“**Transfer Notice**”).
- (c) Within 7 (seven) Business Days of the receipt of the Transfer Notice (the “**Exercise Period**”), the ROFO Purchaser shall have the right to offer to purchase all, but not less than all, of the Offered Securities by issuing a written notice of such election to the Transferring Shareholder within the Exercise Period (the “**ROFO Election Notice**”). The ROFO Election Notice shall specify the price per Equity Security offered by the ROFO Purchaser (“**Offer Price**”). If a ROFO Purchaser delivers a ROFO Election Notice within the Exercise Period, such ROFO Election Notice shall constitute a binding offer (only with respect to such ROFO Purchaser) to acquire the Offered Securities at the Offer Price. Each ROFO Election Notice shall be irrevocable by the ROFO Purchaser until the expiry of the Acceptance Period.
- (d) If the Transferring Shareholder receives at least one ROFO Election Notice during the Exercise Period and the Transferring Shareholder is willing to sell the Offered Securities at the highest price per Offered Security specified in any of those ROFO Election Notices (the “**Highest Price**”), the Transferring Shareholder shall deliver a written notice (an “**Acceptance Notice**”), within 15 (fifteen) calendar days after the end of the Exercise Period (the “**Acceptance Period**”), to the ROFO Purchaser that has delivered a timely ROFO Election Notice which specifies the Highest Price (each a “**Winning Bidder**”) stating that: (i) its offer has been accepted; (ii) if there is more than one Winning Bidder, the names of the other Winning Bidders; and (iii) shall also provide the details of bank accounts for transfer of funds . If there is only one Winning Bidder, that Winning Bidder shall acquire all (but not

less than all) of the Offered Securities at the Highest Price per Offered Security. If there is more than one Winning Bidder, each Winning Bidder shall acquire its pro-rata portion of the Offered Securities based on the proportion that its shareholding in the Company bears to the aggregate shareholding in the Company of all the Winning Bidders at the Highest Price per Offered Security, provided always that the aggregate number of Offered Securities to be acquired by all Winning Bidders shall be not less than all the Offered Securities.

- (e) If the Transferring Shareholder delivers an Acceptance Notice within the Acceptance Period, such Acceptance Notice shall constitute a binding agreement between the Transferring Shareholder and the Winning Bidder whereby the Winning Bidder shall acquire the Offered Securities (or, in the case of more than one Winning Bidder, each Winning Bidder shall acquire the relevant portion thereof) as set forth in this paragraph. On the 15th (fifteenth) calendar day after the end of the Acceptance Period (or such earlier date as may be agreed by the Transferring Shareholder and all of the Winning Bidders) (the “**ROFO Closing Date**”), each Winning Bidder shall pay to the Transferring Shareholder in cash (in immediately available funds, wired to the bank account specified by the Transferring Shareholder) the entire purchase price for all of the Offered Securities at the Highest Price per Offered Securities (or, in the case of more than one Winning Bidder, the relevant portion thereof), against which payment the Transferring Shareholder shall Transfer the relevant number of Offered Securities to each Winning Bidder subject to the terms and conditions provided in the Transfer Notice, free and clear of all Encumbrances *provided that* the Transferring Shareholder shall have no obligation to Transfer any Offered Securities unless the Transferring Shareholder receives payment in full for the entire purchase price for all the Offered Securities in cash (in immediately available funds, wired to the bank account specified by the Transferring Shareholder) from all of the Winning Bidders. Between the end of the Acceptance Period and the ROFO Closing Date, each Winning Bidder shall obtain any Authorizations required in connection with the Transfer of the relevant Offered Securities before the ROFO Closing Date.
- (f) Neither of the Investors (in their capacity as the Transferring Shareholders) shall make (or be required to make) any representation or warranty to the Winning Bidders, other than good title to the Offered Securities and customary representations and warranties concerning the Transferring Shareholder's power and authority to undertake the proposed Transfer.
- (g) If the Transferring Shareholder does not serve an Acceptance Notice within the Acceptance Period, then the Transferring Shareholder shall be free to enter into a binding agreement to Transfer all or any part of the Offered Securities to any third party within 1 (one) year after the end of the Acceptance Period at a price per Offered Security not less than the Highest Price per Offered Security adjusted for stock splits, stock dividends, re-combinations, special dividends and any other corporate actions having a dilutive effect on the share price of the Company (the “**Third Party Transfer**”). Provided that, in the event the Transferring Shareholder desires to undertake a Third Party Transfer pursuant to this Article 4(g), the Transferring Shareholder shall be required to (i) determine the price per Offered Security at which such Transfer shall take place (“**Negotiated Price**”) and notify the ROFO Purchasers of the Negotiated Price, within a period of 120 (one hundred

and twenty) days after the end of the Acceptance Period; and (ii) consummate the Transfer of all or any of the Offered Securities to a third party at the Negotiated Price within 1 (one) year after the end of the Acceptance Period. If the Transferring Shareholder does not undertake the Third Party Transfer at the Negotiated Price within 1 (one) year after the end of the Acceptance Period, any subsequent proposed Transfer by it of some or all of the Offered Securities shall again be subject to the provisions of this Article 4.

- (h) If: (i) the Transferring Shareholder does not receive any ROFO Election Notice during the Exercise Period or (ii) the Transferring Shareholder receives an ROFO Election Notice or ROFO Election Notices, as the case may be, but (A) the Transferring Shareholder does not receive payment in full of the purchase price for all the Offered Securities on the ROFO Closing Date or (B) the Transfer of all the Offered Securities is not consummated for any reason, including but not limited to any Consent required in connection with the Transfer of the Offered Securities not being obtained by the ROFO Closing Date, then the Transferring Shareholder shall be free to Transfer all or any part of the Transferring Shareholder's Equity Securities to any third party at any time within 1 (one) year after the end of the Exercise Period or after the ROFO Closing Date (as the case may be) at any price.
- (i) Nothing contained in this Article 4 shall apply to a Transfer (i) by the Investor to its Affiliates; (ii) pursuant to exercise of Tag Along Right under Article 5; or (iii) pursuant to exercise of IFC Tag Along Right under Article 6. It is clarified that the provisions of this Article 4 shall not be applicable to Transfer: (A) by IFC upon occurrence of the IFC Material Breach; and (B) by Everstone upon occurrence of the Everstone Material Breach.

5. SALE OF CONTROL

- (a) If the Management Shareholders (together with its Affiliates) propose to Transfer their Equity Securities resulting in a Strategic Sale, through Transfer in one or more tranches, the Management Shareholders shall send a written notice (the “**Tag-Along Notice**”) to each of the Investors of not less than 45 (forty five) Business Days before such proposed Transfer by the Management Shareholders (and in case of a Transfer in two or more tranches, not less than 45 (forty five) Business Days prior to each of the tranches of the proposed Transfer) which notice shall state: (i) the name and address and identity of the proposed transferee (the “**Tag Transferee**”), (ii) the aggregate number of Equity Securities to be acquired by the Tag Transferee (the “**Sale Securities**”), (iii) the other terms and conditions of the proposed Transfer including the highest price per Equity Security (“**Tag Price**”) after providing for any escalation, non-compete fee or earn-out for future Transfers contemplated, directly or indirectly, on or before the Transfer of the Sale Securities to the Tag Transferee, *provided that* such proposed Transfer is permitted only for cash consideration payable entirely at the time of Transfer (i.e. there is no consideration for the Transfer other than the stated cash consideration and the cash consideration is not deferred to be paid after the Transfer), (iv) the number of Equity Securities the Management Shareholders then hold, and (v) a representation that the Tag Transferee has been informed of the "tag-along" rights provided for in Part B of these Articles.

- (b) Tag-Along Rights. Upon the receipt of the Tag Along Notice from the Management Shareholders, each Investor (“**Tag Along Offeree**”) shall have the right (the “**Tag-Along Right**”) but not the obligation to require the Management Shareholders to cause the Tag Transferee to purchase from the Tag Along Offeree, prior to acquiring any Equity Securities from the Management Shareholders, at the Tag Along Offeree’s option, either (i) all the Equity Securities held by the Tag Along Offeree; or (ii) a proportionate extent of the Equity Securities held by the Tag Along Offeree based on the proportion of the Management Shareholders Equity Securities sought to be Transferred (in one or more parts), for the Tag Price payable in cash at the time of Transfer and upon the same terms and conditions as are to be paid and given to the Management Shareholders; *provided that* (A) in any such transaction, each Tag Along Offeree receives its respective minimum return in accordance with Article 5(c) below from the Strategic Sale; and (B) the consideration received by each Tag Along Offeree for its Equity Securities from the Strategic Sale shall be subject to the Promote Structure in accordance with Article 7. It is clarified that each Tag Along Offeree shall have a Tag-Along Right on each Transfer of Equity Securities by the Management Shareholders forming part of or leading to the Strategic Sale. It is further clarified that the Tag Along Offeree shall not be required to provide any representations or warranties other than with respect to due authorization by the Tag Along Offeree and/or its Affiliates and their title to the Equity Securities proposed to be transferred to the Tag Transferee. The Transfer of Equity Securities by the Management Shareholders to the Tag Transferee shall be on such terms and conditions whereby the Tag Along Offeree would be permitted by applicable Laws to exercise fully its rights under this Article 5.
- (c) Minimum Return. The Management Shareholders shall be permitted to Transfer their Equity Securities under this Article 5 only if the Tag Price is at an equity valuation of the Company as provided under the Shareholders Agreement.

For the purpose of these Articles, the Tag Along Offeree's cash realization shall be calculated after deducting from the sale consideration as received by such Tag Along Offeree all costs and expenses incurred by the Tag Along Offeree in relation to such Transfer.

- (d) Tag-Along Notice. Within 21 (twenty one) days following the receipt of the Tag-Along Notice, in the event the Tag Along Offeree elects to exercise its Tag-Along Right, it shall deliver a written notice of such election to the Management Shareholders (“**Tag Acceptance Notice**”) and shall indicate that it proposes to Transfer at its option either all the Equity Securities held by it or a proportionate extent of the Equity Securities held by the Tag Along Offeree based on the proportion of the Management Shareholders' Equity Securities sought to be Transferred (“**Tag-Along Securities**”).
- (e) Non-Consummation. Where a Tag Along Offeree has elected to exercise its Tag-Along Right and the Tag Transferee fails to purchase the Tag-Along Securities from such Tag Along Offeree, neither the Management Shareholders nor their Affiliates, as applicable, shall make the proposed Transfer of its Sale Securities, and if purported to be made, such Transfer shall be void and the Company shall not register any such Transfer of Equity Securities.

- (f) In the event the Tag Along Offeree fails to exercise its Tag Along Right by providing a Tag Acceptance Notice within 21 (twenty one) days following the receipt of the Tag Along Notice, then upon expiry of such period the Management Shareholders shall be entitled to Transfer the Sale Securities to the Tag Transferee on the same terms and conditions and for the same consideration as specified in the Tag-Along Notice. If such sale of Equity Securities is not completed within 120 (one hundred and twenty) days following the expiry of such 21 (twenty one) days period, the right of the Management Shareholders to Transfer the Equity Securities to the Tag Transferee shall lapse and the provisions of this Article 5 shall again become applicable, except when such 120 (one hundred and twenty) days period is extended by mutual consent of the Parties.
- (g) Closing. The closing of any purchase of Equity Securities by the Tag Transferee from the Tag Along Offeree shall take place within the 120 (one hundred and twenty) days period set out in Article 5(f) and prior to the closing of the purchase of Equity Securities by the Tag Transferee from the Management Shareholders or at such other time and place as the Tag Along Offeree may agree in writing. At such closing, the Tag Along Offeree shall deliver the Tag-Along Securities, accompanied by duly executed instruments of Transfer or duly executed Transfer instructions to the relevant depository participant (if the Equity Securities are in dematerialized form) and the Tag Transferee shall pay the applicable purchase consideration in cash in full.

6. TAG ALONG RIGHT OF IFC

- (a) Subject to Article 3, if any Existing Shareholder (each, a “**Selling Shareholder**”) (or any group of Selling Shareholders together) proposes to Transfer any Equity Securities in the Company (excluding Strategic Sale under Article 5 above) which it owns, directly or indirectly, to any other Person (including, without limitation, to any other Existing Shareholder) (a “**Buyer**”) (other than by way of granting a security interest in or a lien on such Equity Securities in the Company), IFC shall have the right to participate in such Transfer in accordance with this Article 6 (the “**IFC Tag Along Right**”). For the avoidance of doubt, the Management Shareholders may only propose to Transfer such Equity Securities in the Company hereunder if, after giving effect to the proposed Transfer, the Management Shareholders shall continue to be in compliance with the requirements of Article 3 (a)(ii) read with Article 3(d) (or IFC has provided a written waiver in respect thereof).
- (b) Each Selling Shareholder which owns Equity Securities in the Company indirectly through one or more holding companies shall ensure that any disposal of any indirect interest in the Company is consummated as a Transfer of the Equity Securities in the Company, and not by a sale of any equity securities of any such holding company or holding companies, so as to ensure that IFC will be able to exercise its IFC Tag Along Rights hereunder.
- (c) The Selling Shareholders shall promptly, but in any case not later than 45 (forty five) days prior to the proposed date of closing of any Transfer described in Article 6(a), give a notice (the “**Tag Transfer Notice**”) to IFC. The Tag Transfer Notice

shall describe in reasonable detail the proposed Transfer, including but not limited to the number and type of Equity Securities of the Company proposed to be purchased by the Buyer, the consideration proposed to be paid by the Buyer, other material terms and conditions proposed by the Buyer in respect of such Transfer, and the name and address of each proposed Buyer, accompanied, if available, by a draft share purchase agreement or other information reasonably requested by IFC. If IFC wishes to exercise its IFC Tag Along Right, it shall give notice of the exercise (a “**IFC Tag Notice**”) to the Selling Shareholders within a period of 21 (twenty one) days after IFC's receipt of the Tag Transfer Notice (the “**Tag Exercise Period**”) setting forth the number of Equity Securities held by IFC to be included in the proposed Transfer (the maximum of such number of the Equity Securities held by IFC to be determined with reference to Article 6(d) below) (the “**Tagged Shares**”). For the avoidance of doubt, if the Selling Shareholder is any of the Management Shareholders, then reasonable fees or deal expenses (whether of the Selling Shareholder(s), any other Person or otherwise) in connection with the exercise of IFC's rights under this Article 6 shall be borne by the relevant Management Shareholder.

- (d) Subject to Article 4 above, with respect to each proposed Transfer by a Selling Shareholder, IFC shall have the right to transfer a maximum number of Tagged Shares equal to the number (and if this is not a whole number, such number rounded to the nearest whole number) obtained by multiplying the number of the Equity Securities of the Company on a fully diluted basis proposed to be purchased by the Buyer from the Selling Shareholders by a fraction: (i) the numerator of which shall be the number of Equity Securities of the Company on a fully-diluted basis held by IFC (as of the date of the IFC Tag Notice); and (ii) the denominator of which shall be the aggregate number of Equity Securities of the Company on a fully diluted basis held by all the Selling Shareholders and IFC (as of the date of the IFC Tag Notice). For avoidance of doubt, the number of shares to be Transferred by the Selling Shareholders to the Buyer in such transaction is reduced by the number of Tagged Shares in order to accommodate the Tagged Shares in the transaction.
- (e) Without prejudice to IFC's foregoing rights under this Article 6, if the proposed Transfer by the Selling Shareholders would result (ignoring the effect of any reduction in the number of shares to be Transferred by the Selling Shareholders pursuant to Article 6(d) and Article 6(h)) in IFC holding less than 5% (five percent) of the Ownership of the Company, then the maximum number of Tagged Shares that can be Transferred by IFC shall be all of the Equity Securities of the Company held by IFC.

Provided however, IFC will not be entitled to Transfer all of its Equity Securities in the Company in accordance with this Article 6(e), if IFC has, on or before the date of the IFC Tag Notice, Transferred by way of sale an aggregate of 40% (forty percent) of the Equity Securities subscribed by IFC on the Effective Date. For avoidance of doubt, IFC will continue to have the right to Transfer Tagged Shares in accordance with Article 6(d) above.

- (f) Upon receipt of the IFC Tag Notice, the Selling Shareholders shall make all necessary arrangements with the Buyer in order that the Tagged Shares may be

included in the relevant transaction and purchased by the Buyer on materially the same terms and conditions (including with respect to price) as the Selling Shareholders and as described in the Tag Transfer Notice and at the same time as the sale of the Equity Securities in the Company by such Selling Shareholders in the transaction. IFC shall not be required to make any representation or warranty to the Buyer, other than with respect to due authorization and title to the Tagged Shares.

- (g) The Selling Shareholders shall have a period of 120 (one hundred and twenty) days from the expiration of the Tag Exercise Period to Transfer to the Buyer their Equity Securities originally proposed to be Transferred (less the number of Tagged Shares, if any), upon the terms and conditions (including with respect to price) specified in the IFC Tag Notice. If IFC has delivered an IFC Tag Notice, the Selling Shareholders shall give IFC prior written notice of the closing date of the Transfer (the “**Closing Date**”) at least 10 (ten) Business Days prior to Closing Date for the purchase by the Buyer of the Tagged Shares upon the terms and conditions (including with respect to price) as specified in the IFC Tag Notice and at the same time as the Selling Shareholders. If the Selling Shareholders do not complete the Transfer within such 120 (one hundred and twenty) day period, any proposed subsequent Transfer by them of some or all of the Equity Securities originally proposed to be Transferred shall again be subject to the provisions of this Article 6.
- (h) The Selling Shareholders agree that they shall not Transfer any of their Equity Securities in the Company to a Buyer unless, at the same time, the Buyer purchases all of the Tagged Shares from IFC as specified under this Article 6.

7. **PROMOTE STRUCTURE**

The Parties have agreed to a promote structure on such terms as contained in the Shareholders Agreement.

8. **PRE-EMPTIVE RIGHTS**

- (a) Pre-Emptive Right. Save as otherwise expressly approved by the relevant existing Shareholders in writing, the Company shall not issue any Equity Securities (the “**Primary Issuance Securities**”) to any Person (the “**Proposed Recipient**”) unless the Company has offered to the existing Shareholders the right (the “**Pre-Emptive Right**”) to subscribe to the Shareholders' Pro Rata Share of such issuance for a consideration for each Equity Security, payable solely in cash immediately upon the closing of such issuance, equal to the consideration for each Equity Security to be paid by the Proposed Recipient (the “**Pre-Emptive Right Subscription Price**”) and otherwise on the same terms and conditions as are offered to the Proposed Recipient; provided, however, that the issue of the Primary Issuance Securities shall be on such terms and conditions whereby each Investor would be permitted by applicable Laws to exercise fully its rights under this Article 8.

The restrictions in this Article 8 shall not apply to any issuance of Equity Securities (i) as consideration for the acquisition by the Company of another business entity or the merger of any business entity with or into the Company as approved by the Investor, (ii) in a QIPO or Demand QIPO conducted in accordance with Part B of

these Articles or (iii) pursuant to the exercise of stock options issued under the ESOP Plan, provided that the number of Equity Shares issued under the ESOP Plan shall not be more than 1.22% (one point twenty two percent) of the Share Capital of the Company existing as on the Effective Date.

- (b) Notice. The Company shall give a prior written notice of not less than 45 (forty five) Business Days to all the Shareholders before a proposed issuance of Primary Issuance Securities other than for issuances permitted without compliance with this Article 8 (the “**Proposed Issuance**”). The Company shall deliver to the Shareholders a written notice of the Proposed Issuance setting forth (i) the number, type and terms of the Primary Issuance Securities, (ii) the consideration (which shall only be payable in cash upfront) to be received by the Company in connection with the Proposed Issuance; and (iii) the identity of the Proposed Recipient.
- (c) Exercise of Rights. Within 21 (twenty one) days following delivery of the notice referred to in Article 8(b), any existing Shareholder may give written notice to the Company specifying the number of Equity Securities it seeks to subscribe to pursuant to its Pre-Emptive Right and the calculation of its Pro Rata Share (“**Pre-Emptive Right Acceptance Notice**”). Failure of any existing Shareholder to give such notice within such 21 (twenty one) day period shall be deemed a waiver by such Shareholder of its rights under this Article 8 with respect to such Proposed Issuance. For the avoidance of doubt, it is clarified that even if any Investor does not exercise its Pre-Emptive Right and does not deliver the Pre-Emptive Right Acceptance Notice as required pursuant to this Article 8(c), any Proposed Issuance shall be subject to the rights of Everstone under Article 10(q) (*Everstone Reserved Matters*), IFC under Article 10(r) (*IFC Reserved Matters*), and the Board and Everstone under Article 10(s) (*Board and Everstone Reserved Matters*). However, if Everstone, and if applicable, IFC, has already granted its affirmative approval with respect to the Proposed Issuance pursuant to Article 10(q) (*Everstone Reserved Matters*), or Article 10(r) (*IFC Reserved Matters*), as applicable, any further approval for the same Proposed Issuance for its allotment to the Proposed Recipient under Article 10(q) (*Everstone Reserved Matters*) or Article 10(r) (*IFC Reserved Matters*), as applicable, shall not be required.
- (d) Closing. The closing of any subscription of Equity Securities pursuant to exercise by a Shareholder of its Pre-Emptive Right shall be held within 45 (forty five) Business Days of the date of the Shareholder’s Pre-Emptive Right Acceptance Notice or at such other time and place as the Parties may agree (the “**Pre-Emptive Right Closing Date**”). At such closing, the Company shall deliver the Primary Issuance Securities to such Shareholder, free and clear of any Encumbrance (except pursuant to Part B of these Articles), and the Company shall so represent and warrant. The Shareholders exercising their Pre-Emptive Right shall deliver at such closing payment in full of the Pre-Emptive Right Subscription Price. Any stamp duty or fees payable for such issuance shall be borne by the Company.
- (e) Failure to Subscribe. Subject to the Company’s compliance with the notice provisions of Article 8(b), in the event that any of the existing Shareholders (i) fails to notify the Company in accordance with Article 8(c), (ii) notifies the Company that it declines to exercise its Pre-Emptive Right, in part or in whole, or (iii) exercises its Pre-Emptive Right but fails to pay in full the Pre-Emptive Right

Subscription Price on or before the Pre-emptive Right Closing Date, the Company shall offer the unsubscribed Primary Issuance Securities to the other Shareholders of the Company in proportion of their Pro Rata Share in the Company in accordance with the procedure set out in Article 8(a) to (d). Any Primary Issuance Securities remaining unsubscribed thereafter shall at the discretion of the Board be offered to the same Proposed Recipient at the Pre-Emptive Right Subscription Price no later than 45 (forty five) Business Days after such issuance first becomes permissible, provided that the Investors shall have been given an opportunity pursuant to this Article 8(e) to subscribe to the entire unsubscribed portion before it is offered to the Proposed Recipient. If such issuance to the Proposed Recipient does not occur within such period for any reason, the restrictions provided herein shall again become effective, and any issuance of Equity Securities (except for an issuance exempted pursuant to Article 8(a) shall comply with the provisions of this Article 8.

9. CORPORATE ACTIONS

Each Investor shall be protected against any dilution of (i) its Ownership in the Company in the event of any share split, issuance of bonus shares, share dividends, consolidation of shares, combinations, recapitalizations and share dividends, combinations and such other events pursuant to which the Ownership of such Investor may be diluted from the percentage existing immediately before such event, or (ii) Company's equity holdings in its Subsidiaries or Minority Joint Ventures in the event of any share split, issuance of bonus shares, share dividends, consolidation of shares, combinations, recapitalizations, or otherwise, and share dividends, combinations and such other events pursuant to which the equity holding of the Company may be diluted from the percentage existing immediately before such event (each an "**Anti-Dilution Event**"). On the occurrence of an Anti-Dilution Event, the Management Shareholders shall be under an obligation to co-operate with each Investor and the Company such that the Company forthwith takes all necessary steps to issue additional Equity Securities to such Investor to maintain such Investor's Ownership or indirect equity holding percentage in Subsidiaries or Minority Joint Ventures, as the case may be, existing immediately before the Anti-Dilution Event. If the Company cannot issue additional Equity Securities to such Investor as aforesaid, the Management Shareholders shall dilute their Ownership in the Company and Transfer such additional Equity Securities to such Investor at the lowest price permitted under applicable Laws. The Company shall not issue any Equity Securities or take any other action in relation to an Anti-Dilution Event unless the above terms are first complied with.

10. CORPORATE GOVERNANCE

- (a) Authority of the Board. Subject to Part B of these Articles and the Act, the Board shall be responsible for the management, supervision, direction and control of the Company and shall be entitled to delegate powers to such persons and such committees that the Board may create to assist it in its business and objectives.
- (b) Size of the Board. The maximum number of Directors constituting the Board shall not exceed 15 (fifteen). Everstone shall be entitled to nominate such number of Directors on the Board as would be reflective of its Pro Rata Shares in the Company without including the Independent Directors for determination of such

number and subject to a minimum of 1 (one) Director on the Board, as long as Everstone has Ownership of 5% (five percent) or more of the Share Capital of the Company (the “**Everstone Director**”). Everstone shall not have a right to nominate any Director in case its Ownership falls below 5% (five percent) of the Share Capital of the Company. So long as an individual is an Everstone Director, he/she shall not be appointed by Everstone as a director on the board of directors of any Competitor in India. Provided however that, the Everstone Director can be appointed as a director on the board of directors of any entity (including Competitor) by any fund (present and future) of which Everstone or its Affiliate is an investment manager, investment advisor or general partner or any fund or such fund’s Affiliate managed by or any entity that is managed by either the investment manager of Everstone or managed by the Affiliate of the investment manager, or managed by any Person(s) who singly or jointly Control the investment manager of Everstone. IFC shall be entitled to nominate 1 (one) Director (the “**IFC Director**”) on the Board as long as it has Ownership of at least 5% (five percent) of the Share Capital of the Company. IFC Director shall not be a director on the board of directors of any Competitor in India.

On the Effective Date, the Board shall comprise of up to 9 (nine) Directors, out of which Mr. Dinesh Kumar Jhunjhnuwala and Mr. Himanshu Gupta shall be the Executive Directors, 1 (one) Director shall be the Everstone Director and 1 (one) Director shall be the IFC Director, if nominated by IFC. The Investor Directors shall be non-executive/non-whole-time Directors of the Company and as such shall not be responsible for day to day operations/management of the affairs of the Company. The Investor Directors are not and shall not be considered as "officer in default" for the purposes of the Act and applicable Law. In addition to its Investor Directors, each Investor (excluding IFC) shall also have the right to nominate 1 (one) observer who shall be entitled to notice, attend and participate in all meetings of the Board, but shall not have any right to vote (the “**Observer**”). Such Observer shall be the employee, director or officer of such Investor or such Investor's Affiliates/advisors.

- (c) Any vacancy occurring with respect to the position of the IFC Director by reason of retirement by rotation shall be filled only by another nominee specified by IFC. Each of the Management Shareholders and the Company shall in accordance with Article 10(u)(i) ensure, to the fullest extent of all rights and powers available to them , that such nominee is promptly appointed as a Director. The Company shall reimburse the Investor Directors and the Observer(s) for travel and other out of pocket expenses reasonably incurred for the purpose of attending meetings of the Board and/or any meetings of the committees of the Board or for any other work undertaken by the Investor Directors for the Company in accordance with the travel policy of the Company. The Company shall and the Management Shareholders shall ensure that the Company shall reimburse all the Directors of the Company equally for participating in the meetings of the Board and for any other expenses incurred by them in relation to any work undertaken for the Company without drawing any distinction on the basis that such Director has been appointed by the Management Shareholders or the Investor.
- (d) Independent Directors. The Company shall appoint, and the Management Shareholders shall ensure that the Company appoints Independent Directors as

mutually agreed between the Investors and the Management Shareholders and in accordance with Section 149 of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015]. The Independent Director shall sign an appropriate non-disclosure agreement as required by the Company.

- (e) Committees of the Board. The Board shall constitute such committees or sub committees of the Board and delegate such of the Board's powers to the aforesaid committees as the Board may deem fit. Each of Everstone and IFC shall have the right of nominating their respective Investor Directors on each such committee or sub-committee of the Company and such Investor Directors shall be entitled to the same rights as other members of such committees, except with respect to the Administrative Committee (defined below) which shall be comprised of Directors (save for Investor Directors) and the Subsidiaries and Joint Ventures Governance Committee where only Everstone, and not IFC, shall have the right to nominate its Investor Director. Unless agreed in writing by the Parties or otherwise permitted under these Articles, all provisions of these Articles relating to the Board and its meetings shall be applicable to the proceedings, decisions and actions of the committees mentioned in this Article 10(e).
- (f) Administrative Committee. The Board shall maintain an Administrative Committee which shall be constituted for the purpose of looking after the matters, as set forth below as the Administrative Committee Matters and for the avoidance of doubt, shall not take up and/or discuss any Board and Everstone Reserved Matters, any Everstone Reserved Matters or IFC Reserved Matters or Related Party Transactions. The Administrative Committee shall meet at such times as may be determined by its members and the minutes of the meetings of the Administrative Committee shall be placed before the Board at the next meeting of the Board. Everstone shall have the right to appoint one observer to attend, observe the proceedings, recommend suggestions and have the same recorded as part of the minutes of the Administrative Committee meetings.

Administrative Committee Matters

- (i) To approve opening, operation and closing of banking account(s) of the Company and to authorize any person(s) or Director(s) of the Company to operate the same for and on behalf of the Company and/ or amend / modify any such authorization(s).
- (ii) To take such licenses/ approvals, consents, registrations and permits ("**Authorizations**") under the applicable laws from various authorities, as the Company may be required to take in relation to its business operations and to authorize any person(s) or Director(s) of the Company to deal with the concerned authorities for obtaining such Authorizations.
- (iii) To apply and bid for government, semi government and private sector tenders for supply of books and other educational/study material and to authorize any person(s) or Director(s) of the Company to sign bid application and other tender documents and to deal with tender awarding authorities for and on behalf of the Company.

- (iv) To take new utility connections as and when required (including but not limited to electricity, telephone, internet, and gas connections) /transfer existing connections to new premises and to authorize any person(s) or Director(s) of the Company to deal with concerned authorities for obtaining/transferring such connections.
- (v) Except any Related Party Transaction, to approve taking on lease or on rent immovable properties including but not limited to, office premises, or for guest house purposes, storerooms, godowns or other suitable premises for storing the products of the Company and authorize any person(s) or Director(s) of the Company to execute necessary agreement(s), deed(s), document(s), paper(s), affix common seal of the Company on such documents if required, present such documents to concerned government authorities for registration and appear before such authorities for and on behalf of the Company. Provided, that the monthly rent with respect to such leases shall not exceed INR 20,000 (Rupees Twenty Thousand) per month and the deposit amount with respect to such leases shall not exceed INR 100,000 (Rupees One Hundred Thousand).
- (vi) Subject to the approval of the cost control committee of the Company, to purchase/take on lease vehicles for official use of the Company and/or to take loans for financing such vehicles from bank and other financial institutions and to authorize a person to execute necessary documents for such purchase and financing of vehicles other than any Related Party Transaction.
- (vii) To commence and prosecute any suit or other legal action or proceedings in relation to the business of the Company and for recovery of any moneys, goods or other properties of the Company or establishing a right related to the business of the Company and to defend any suit or legal proceedings against the Company and for that purposes to authorize any person(s) or Director(s) of the Company to sign, affirm, or declare complaints, statements of defense, petitions, affidavits and other papers as may be required and to appoint any advocate or solicitor for that purpose.
- (viii) To refer to arbitration any dispute in connection with the business of the Company and to authorize any person(s) or Director(s) to attend to such arbitration proceedings personally or through advocates and to do all such acts or things as may be required in that behalf.
- (ix) To generally do all acts and things incidental to the powers hereinabove mentioned herein and to delegate all or any of the power(s) mentioned above in favour of any Person(s) (except the Investors) or Director (s) of the Company (except the Investor Directors).
- (g) Management Committee. The Board shall maintain a Management Committee to oversee the day-to-day operations of the Company and its Subsidiaries. The Management Committee shall also oversee the day-to-day operations of the

Subsidiaries and Minority Joint Ventures to the extent permitted by their respective joint venture agreements and articles of association. The Management Committee shall have the responsibility to manage and resolve operational matters of the Company and its Subsidiaries and Minority Joint Ventures (to the extent permitted by their respective joint venture agreements and articles of association), including reviewing monthly performance on all fronts like planning, procurement, production, distribution, sales or service, hiring plans, realization etc. and shall include such other terms of reference which may be included by the Board from time to time.

The Management Committee shall meet at least once every month and the minutes of the meeting of the Management Committee shall be placed before the Board at the next meeting of the Board. The Management Committee shall comprise of the Executive Directors, the chief executive officer, the chief financial officer, the executive vice president, and/or such other senior employees of the Company as agreed from time to time among the Executive Directors, and if the discussion is relating to a Subsidiary or Minority Joint Ventures, the chief executive officer/business heads, the chief financial officer and/or the executive vice president of such Subsidiary or Minority Joint Venture and /or such senior employees as agreed time to time between the Executive Directors. The decisions and recommendations of this Management Committee to the Board will be by a majority consensus. The Investors shall have the right to appoint one observer to attend, observe the proceedings, recommend suggestions and have the same recorded as part of the minutes of the Management Committee meetings. All other procedures for the conduct of the Management Committee shall be mutually agreed between the Executive Directors and the Investors' representatives.

- (h) Audit Committee. The Board shall maintain an Audit Committee, whose members shall be all Directors, and shall be headed by an Independent Director, who shall be appointed within 6 (six) months from the Effective Date. Any financial audit of the Company must be in compliance with Indian GAAP and/or Ind AS and/or any other applicable accounting standards, as may be prescribed by the Governmental Authority, and shall be approved by the Audit Committee.
- (i) Compensation Committee. The Board shall maintain a Compensation Committee for the purpose of recommending to the Board the terms of the appointment and removal of any key managerial person of the Company and its Subsidiaries. The Compensation Committee shall comprise of non-executive directors out of which not less than half shall be Independent Directors and shall include at least one Everstone Director (if Everstone exercises its right to nominate a Director on the Compensation Committee) and the IFC Director (if IFC exercises its right to nominate the IFC Director on the Compensation Committee). The Chairperson of the Compensation Committee shall be an Independent Director. The recommendations of this Compensation Committee to the Board will be by unanimous consensus. This Compensation Committee may also invite, at its discretion and as a special invitee, the chief executive officer of the Company, the chief executive officer of the relevant Subsidiary, as the case may be.
- (j) Election of Directors. The Management Shareholders shall exercise their votes in relation to all the Equity Securities held by them at any Shareholders Meeting

called for the purpose of filling the positions on the Board, and shall cause any Director appointed by them to vote on any decision of the Board for such purpose, to elect, and shall take all other actions necessary to ensure the election to, and continuance on, the Board of the Investor Directors if required pursuant to Article 10(b).

- (k) Removal and Replacement of Directors. The Everstone Director(s) may be removed from the Board only upon the written Consent of Everstone. The IFC Director may be removed from the Board only upon the written Consent of IFC. The Investors shall have the absolute right to appoint, substitute and remove any of their respective Investor Directors at their sole discretion. In the event an Investor Director resigns or is removed in accordance with this Article 10(k), such Relevant Investor will have the right to nominate such Investor Director's successor or replacement, and such successor or replacement Director shall be nominated and elected on or as soon as practicable after the date of such resignation or removal subject to timely submission of necessary documents and in any event within 15 (fifteen) Business Days after such resignation or removal.
- (l) Alternate Director. Each Investor shall be entitled through its respective Investor Directors to nominate an alternate Director to act in accordance with the Act for any of the Director(s) nominated by such Investor. Such Investor shall issue a written notice to the Company in accordance with Clause 24 of the Shareholders Agreement at its registered office, providing the name and contact address of such alternate Director ("**Alternate Director Nomination Notice**"). The Board shall appoint the alternate Director so nominated within 5 (five) Business Days of the receipt of such Alternate Director Nomination Notice. The Investors shall also have a right to withdraw their respective nominated alternate Director and nominate another in his/her place. Reference to the Investor Directors in Part B of these Articles shall include reference to any alternate Director appointed in accordance with the provisions of Part B of these Articles and the Act.
- (m) Frequency of Board Meetings. The Management Shareholders shall ensure that a minimum of four (4) meetings of its Board are held every year in such a manner that not more than one hundred and twenty (120) days shall intervene between two (2) consecutive meetings of the Board.
- (n) Notice. A meeting of the Board may be called by any of the Directors by giving notice in writing to all the other Directors on the Board of the Company specifying the date and time for such meeting, accompanied by a written agenda specifying in reasonable detail the business of such meeting. The Company shall also ensure that notice of a meeting of the Board shall be accompanied by necessary background and other information and/or supporting documents pertaining to the business proposed to be transacted thereat. Not less than 7 (seven) Business Days prior notice of a meeting of the Board shall be given to all Directors; however, such notice period may be reduced in accordance with applicable Law and with the written Consent of a majority of the Directors, provided, however, that such majority shall include (i) at least one of the Everstone Directors and (ii) the IFC Director, if such Director is nominated by IFC.
- (o) Quorum. In accordance with the provisions of the Act, all meetings of the Board

shall require a quorum of 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; provided, however, that the quorum must include (i) at least one of the Everstone Director(s) unless the Everstone Director(s) individually waive such requirement in writing; and (ii) at least one of the Director(s) nominated by the Management Shareholders unless any of the Directors nominated by the Management Shareholders individually waive such requirement in writing. In the event that a quorum cannot be constituted solely because of the absence of the Everstone Director(s) after proper notice under Article 10(n), the meeting of the Board shall be adjourned to the same day of the following week, if such day is not a Business Day, then the following Business Day (“**First Adjourned Meeting**”).

In the event that a quorum cannot be constituted at the First Adjourned Meeting solely because of the absence of the Everstone Director after proper notice under Article 10(o) is given, the First Adjourned Meeting shall be adjourned to the same day of the following week, if such day is not a Business Day, then the following Business Day (“**Second Adjourned Meeting**”). If a quorum exists as per applicable Law at the Second Adjourned Meeting, the presence of the Everstone Director shall not be required for a quorum under Part B of these Articles solely with respect to the matters specified in the agenda for the original meeting excluding any Everstone Reserved Matters. With respect to the Everstone Reserved Matters, if the Everstone Director (as applicable) is absent at the Second Adjourned Meeting, Everstone shall be deemed to have declined to grant its approval for such Everstone Reserved Matters.

- (p) Voting. At any Board meeting, each Director shall exercise one vote. Subject to the rights of Everstone under Article 10(q) (*Everstone Reserved Matters*), IFC under Article 10(r) (*IFC Reserved Matters*) and subject to Article 10(s) (*Board and Everstone Reserved Matters*), the adoption of any resolution of the Board shall require the affirmative vote of a majority of the Directors present at a duly constituted meeting of the Board or in the case of a circular resolution, affirmative approval, signed by the majority of the Directors including at least 1 (one) of the Everstone Director(s). Subject to the rights of Everstone under Article 10(q) (*Everstone Reserved Matters*), IFC under Article 10(r) (*IFC Reserved Matters*) and subject to Article 10(s) (*Board and Everstone Reserved Matters*), the Board shall not at any meeting adopt any resolution covering any matter that is not mentioned in the agenda for such meeting unless a majority of the Directors present at such meeting which shall include at least 1 (one) of the Everstone Director(s), vote in favour of such resolution.
- (q) Everstone Reserved Matters. The Shareholders agree that neither the Company nor any Shareholder, Director, officer, committee, committee member, employee, agent or any of their respective delegates shall, whether at a meeting of the Shareholders, Directors, committees or otherwise, without the prior written Consent of Everstone, take any of the actions in relation to the Everstone Reserved Matters with respect to the Company and its Subsidiaries. Further, the Shareholders agree that neither the Company nor any Shareholder, Director, officer, committee, committee member, employee, agent or any of their respective delegates shall without the prior written

Consent of Everstone take any of the actions, with respect to the Minority Joint Ventures, on which the Company has a veto, affirmative vote or consent right under the joint venture agreement or articles of association of such Minority Joint Venture. The matters set out below in this Article 10(q) with respect to the Company, its Subsidiary and the matters on which the Company has a veto, affirmative vote or consent right under the joint venture agreement or articles of association of the Minority Joint Ventures are collectively referred as ‘**Everstone Reserved Matters**’.

Any proposed actions in respect of Everstone Reserved Matters must be referred to Everstone for its prior written Consent.

If the appointment of statutory auditors of the Company (being an Everstone Reserved Matter) is rejected or deemed to have been declined by Everstone, then Everstone shall nominate for appointment of the statutory auditors of the Company from amongst the Big Four Accounting Firms.

The Parties agree that in the event (i) Everstone Transfers its Ownership in the Company and no longer holds (directly or indirectly) any Equity Securities in the Company; and (ii) IFC holds at least the IFC Minimum Ownership, then the Company shall obtain and shall ensure that the Subsidiaries obtain the prior written Consent of the Board and IFC for taking any action or decision on matters set forth in paragraph 20 of the Everstone Reserved Matters.

Everstone Reserved Matters:

- (1) Transfer (except in the event of Strategic Sale), allot, issue, redeem, vary or repurchase or agree to transfer, allot, issue, redeem, vary or repurchase any share capital, Equity Securities or the equity securities of any of its Subsidiaries or Minority Joint Ventures (or option or right to subscribe for the same) including without limitation the terms, timing and final pricing of any public offering of equity shares including a IPO/QIPO or a Demand QIPO, or follow on offering or any offer for sale.
- (2) Entering into any action that would adversely affect the rights, preferences, powers (including voting powers) and privileges of the Equity Securities or equity securities of the Company or any of its Subsidiaries.
- (3) Any alteration of, amendment to, or waiver of any provision of the memorandum of association and articles of association of the Company or any of its Subsidiaries.
- (4) Any action in relation to the appointment and removal of the Investor Director(s).
- (5) Change of Business or the diversification of the Business of the Company or any of its Subsidiaries.
- (6) Any reduction in the authorized share capital of the Company or any of

its Subsidiaries either by lowering the par value of equity shares or by decreasing the number of equity shares issued, any sub-division or amalgamation of the authorized or issued share capital of the Company or any of its Subsidiaries or of any rights or privileges attached to any equity shares or class of equity shares of the Company or any of its Subsidiaries.

- (7) Any increase or decrease in the number of Directors on the Board of the Company or the number of directors in any of the Subsidiaries.
- (8) Any acquisition, purchase, sale, Transfer, licensing, sub-licensing, franchising, consulting or assigning brands or Intellectual Properties of the Company or any of its Subsidiaries.
- (9) Any proposal for:
 - (a) The creation of any Subsidiary or the reconstruction, consolidation or reorganization of the Company or any of its Subsidiaries; or
 - (b) The amalgamation or merger of the Company or any of its Subsidiaries; or
 - (c) The winding up or dissolution of the Company or any of its Subsidiaries; or
 - (d) Transfer or sale, licensing, sub-licensing, franchising and assigning of any Intellectual Property of the Company or any of its Subsidiaries or of any tangible or intangible assets.
- (10) Any payment of dividends or other distribution by the Company or any of its Subsidiaries.
- (11) Any change in the name of the Company or any of its Subsidiaries.
- (12) Create or adopt any new or additional equity option plan by the Company or any of its Subsidiaries.
- (13) The acquisition by the Company or any of its Subsidiaries of any share capital or other securities of any body corporate (including any form of domestic or international entity, whether incorporated or not) or the incorporation or setting up of a Subsidiary, including any acquisition of any business on a going concern basis.
- (14) The Company or any of its Subsidiaries making any advance or loan or providing any credit to any Person, except in the ordinary course of Business.
- (15) The Company or any of its Subsidiaries giving any guarantee, indemnity or security in respect of the obligations of any Person.

- (16) Formation of or entry by the Company or any of its Subsidiaries into joint ventures, consortium, partnership or similar arrangement with any other Person or business.
- (17) The making by the Company or any of its Subsidiaries of any arrangement with its creditors and any decision in relation to insolvency, receivership or bankruptcy.
- (18) Change/appointment of auditors of the Company or any of its Subsidiaries.
- (19) Any change in the Financial Year for preparation of audited accounts of the Company or any of its Subsidiaries.
- (20) Affiliated or Related Party Transactions, agreements or arrangements between the Company or any of its Subsidiaries and the Management Shareholders or their Affiliates.
- (21) Approval of the annual Business Plan/budgets including sanctioned and non-sanctioned loan limits of the Company or any of its Subsidiaries or any deviations thereto.
- (22) Revise the salaries/compensation paid to the Directors and/or any key managerial personnel (whose salary/compensation is Rs. 2,000,000 (Rupees Two Million) or more) of the Company or directors and/or key managerial personnel (whose salary/compensation is Rs. 2,000,000 (Rupees Two Million) or more) of any of its Subsidiaries.
- (23) Appointment or removal of chief executive office, chief financial officer, chief operating officer / executive vice president and/or key managerial personnel (whose salary/total compensation is Rs. 2,000,000 (Rupees Two Million) or more per annum) of the Company and its Subsidiaries in future.
- (24) Capital expenditure, including constructions and leases, and Indebtedness in excess of the levels agreed upon in the annual Business Plan/ budgets of the Company or any of its Subsidiaries.
- (25) Changes to material accounting or tax policies or practices other than those required by applicable Law.
- (26) Entering into any derivative transactions which are not as per the derivatives policy adopted by the Company or its Subsidiary in agreement with the Investor.
- (27) Entering into any contract outside the ordinary course of Business.
- (28) Any commitment or agreement to do any of the foregoing.

- (r) IFC Reserved Matters. The Company shall not and shall ensure that each of its Subsidiaries shall not take the decisions or actions in relation to the IFC Reserved Matters without the prior written Consent of IFC. The IFC Reserved Matters set forth below with respect to the Company and its Subsidiaries are collectively referred as “**IFC Reserved Matters**”. The Company shall ensure, and the Management Shareholders shall cause the Company to ensure that, any proposed actions in respect of IFC Reserved Matters shall be referred to IFC for its prior written Consent.

Notwithstanding the foregoing, in relation to actions and matters set forth under paragraphs (7), (9), (10), (11) and (14) of the IFC Reserved Matters (IFC Reserved Matters), prior written consent of IFC under this Article 10(r) shall not be required in case IFC's Ownership in the Company is less than seven percent (7%) of the Share Capital of the Company (on a fully diluted basis and assuming that all stock options granted under the ESOP Plan are vested and Equity Shares have been issued and allotted for such stock options) (“**IFC Minimum Ownership**”).

IFC Reserved Matters:

- (1) Amend or repeal the Company's Charter Documents or the charter documents of any Subsidiary (i) in any material manner or (ii) in contravention of the terms of Part B of these Articles. Provided however, the following amendments in the Company's Charter Documents or charter documents of any Subsidiary shall not require consent of IFC:
 - (i) any increase in the authorized share capital of the Company or its Subsidiaries in accordance with the Business Plan approved in terms of Part B of these Articles;
 - (ii) change in the registered office of the company or its Subsidiaries; and
 - (iii) any addition in the 'object' clause under the Charter Documents of the Company or charter documents of its Subsidiary, provided that such addition in the 'object' clause is accordance with and falls within the ambit of the Company's Business.
- (2) Change the designations, powers, rights, preferences or privileges, or the qualifications, limitations or restrictions of the Equity Securities held by IFC, through amendment or repeal of the Charter Documents or otherwise;
- (3) Create, authorize or issue any Equity Securities in the Company, having rights, privileges and preferences more favourable or senior to the rights, privileges and preferences granted to IFC or incurring any Shareholder loan;
- (4) Change in the Business or its nature or in the business or nature of business of any Subsidiaries;

- (5) Any amalgamation, merger, consolidation, reconstitution, restructuring or similar transaction that results in a change in Control of the Company or any Subsidiary, except:
- (a) in case of Strategic Sale where (i) the consideration offered to IFC for the Equity Securities held by it, is in form of cash only; and (ii) such Strategic Sale is undertaken in accordance with the provisions of Part B of these Articles; and
 - (b) as a consequence of Everstone exercising its right of Drag Exit under Part B of these Articles;
- (6) Authorize or undertake any Liquidation Event;
- (7) Authorize or undertake any reduction of capital or share repurchase, other than any repurchase of Equity Securities of the Company under the ESOP Plan;
- (8) The sale of any Intellectual Property rights (including those relating to copyrights, trademarks, patents and designs) of the Company or its Subsidiaries, that is required for current or future operations of the Company, which account for more than 10% (ten percent) of the revenues of the Company on a consolidated basis;
- (9) Grant or enter into any material license, agreement or arrangement concerning any Intellectual Property rights, other than in the ordinary course of business;
- (10) Adopt, amend or revise any policy in relation to or in connection with payment of dividends by the Company;
- (11) Adopt (except the ESOP Plan), amend or revise any employee stock option plan (including ESOP Plan);
- (12) Authorize or undertake any arrangement for the disposal (including but not limited to any sale, exchange or lease), whether in one or a series of transactions, of any shares of any Subsidiary that results in the Company owning (directly or indirectly) less than 51% (fifty one percent) of any such Subsidiary;
- (13) Entering into transactions with any Related Party (other than Subsidiaries in the ordinary course of business), including Persons holding any material interest in the Company, Affiliates of the Company, Subsidiaries, Directors of the Company or any Subsidiary's directors, officers or members of their families, in excess of Rs. 6,00,00,000 in the aggregate in any Financial Year;
- (14) Entering into any commitment, arrangement or agreement in relation to acquisition of other Persons (whether by direct acquisition of shares, assets or otherwise) for a consideration exceeding Rs. 180,000,000

(Rupees One Hundred and Eighty Million); and

- (15) Authorize or undertake any listing, offering or any delisting of any Equity Securities of the Company or any Subsidiary, other than a QIPO undertaken in accordance with the terms of Part B of these Articles.
- (s) Board and Everstone Reserved Matters. The Company shall not, and shall ensure that the Subsidiaries shall not, without the prior written Consent of the Board and Everstone, take any of the actions in relation to the Board and Everstone Reserved Matters with respect to the Company and the Subsidiaries (“**Board and Everstone Reserved Matters**”). The Parties agree that in the event (i) Everstone Transfers its Ownership in the Company and no longer holds (directly or indirectly) any Equity Securities in the Company; and (ii) IFC holds at least the IFC Minimum Ownership, then the Company shall obtain and shall ensure that the Subsidiaries obtain the prior written Consent of the Board and IFC for taking any action or decision on the Board and Everstone Reserved Matters.

Further, upon the shareholding of IFC falling below the IFC Minimum Ownership, the actions under paragraphs (7), (9), (10), (11) and (14) of the IFC Reserved Matters shall also require prior written consent of the Board and Everstone in accordance with the provisions of this Article 10(s).

Board and Everstone Reserved Matters:

- (1) material transactions with any Related Party (other than Subsidiaries in the ordinary course of business), including Persons holding any material interest in the Company, Affiliates of the Company, Subsidiaries, Directors of the Company or any Subsidiary's directors, officers or members of their families;
 - (2) removing or replacing the auditors of the Company;
 - (3) approving or amending the Business Plan or annual budget;
 - (4) entering into any obligation outside the normal course of business of the Company or its Subsidiaries;
 - (5) entering into any commitments for capital investments in excess of the Business Plan;
 - (6) incurring Indebtedness in excess of debt specified in Business Plan approved in accordance with Part B of these Articles;
 - (7) creating any Subsidiary or entering into any joint ventures.
- (t) Subsidiaries and Minority Joint Ventures.
 - (i) *For Minority Joint Ventures:* Everstone shall have the right to nominate a director on the board of directors of each Minority Joint Venture of the Company (provided that the Company has the right to appoint more than one

director to the board of such Minority Joint Venture), whose office shall not be capable of being vacated by rotation. In the event the Company has the right to appoint only one director to the board of directors of such Minority Joint Venture, then on a written request by Everstone, the Company shall arrange for a representative of Everstone to act as an observer at the meetings of the board of directors of such Minority Joint Venture.

- (ii) *For Subsidiaries:* Unless otherwise agreed by Everstone in writing, the board composition of the Subsidiaries shall be same as the Board of the Company as regards representation of the Management Shareholders and Everstone.
- (iii) The Company shall ensure that the Subsidiary or the Minority Joint Venture reimburses each Everstone nominee director/observer for all travel and other out of pocket expenses reasonably incurred for the purpose of attending meetings of the board of directors or for any other work undertaken for such Subsidiary or Minority Joint Venture in accordance with the travel policy of such Subsidiary or Minority Joint Venture.
- (iv) All provisions of Part B of these Articles relating to the Board, committees thereof and their meetings and the Shareholders Meeting shall be applicable to the proceedings, decisions and actions of the board of directors, committees thereof and the shareholders meetings of the Subsidiaries as regards representation and rights of the Management Shareholders and Everstone. The articles of association of each Subsidiary shall be amended to confirm to Article 10(n)(o) and (p).

Subject to applicable Law, the Company shall, and the Management Shareholders shall cause the Company to, take all such action, including voting the equity shares held by it in any of its Subsidiaries and Minority Joint Ventures, and causing the directors appointed by it to the board of directors of any of its Subsidiary and Minority Joint Ventures, to implement and give effect to the provisions of Article 10(n)(o) and (p).

- (v) IFC shall not have any right to nominate a director on the board of directors of any of the Subsidiaries and/or Minority Joint Ventures of the Company.
- (u) Complete Effect.
 - (i) Each Management Shareholder shall vote its Equity Shares at any general or extraordinary general meeting of the Shareholders (a “**Shareholders Meeting**”), and each Shareholder shall take all other actions necessary, to give effect to the provisions of the Shareholders Agreement. In addition, each Management Shareholder shall vote its Equity Shares at any Shareholders Meeting upon any matter submitted for action by the Shareholders or with respect to which the Shareholders may vote, and shall cause its Directors on the Board to vote, in conformity with the specific terms and provisions of the Shareholders Agreement to the extent legally permissible to give complete legal effect to the Shareholders Agreement. The Parties shall use their best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Law to consummate or implement

expeditiously the transactions contemplated by, and the agreements and understanding contained in the Shareholders Agreement. The Management Shareholders shall vote their Equity Shares and shall take all other actions necessary or required, to ensure that at all times the Charter Documents conform to the Shareholders Agreement.

- (ii) After the Transfer of all Equity Securities from the Management Shareholders and/or their Affiliates to Everstone pursuant to the exercise of the Everstone Call Right (in accordance with Article 17), the Parties undertake to take all actions and to do all things necessary (including to vote at any general or extraordinary general meeting of the Shareholders) to give effect to the provisions of the Shareholders Agreement. Nothing in this Article 10(u)(ii) will require Everstone to assume or accept any financial obligation.
- (v) Shareholders Meetings. Any Shareholders Meeting shall be called and held in accordance with the provisions of the Act and these Articles.
- (w) Notice. Prior written notice of 21 (twenty one) days for a Shareholders Meeting shall be given in writing to all Shareholders of the Company. It is provided further that any Shareholders Meeting may be held upon shorter notice in accordance with the provisions of the Act and the Charter Documents and subject to the prior written approval of each of the Investors. All notices shall be accompanied by an agenda setting out in detail the particular business proposed to be transacted at such Shareholders Meeting and supporting material. The Shareholders Meeting shall be conducted in accordance with the Act, subject to the rights of IFC and Everstone with respect to the IFC Reserved Matters, Everstone Reserved Matters, respectively, and the Board and Everstone Reserved Matters.
- (x) Quorum.
 - (i) The quorum for a Shareholders Meeting shall be in accordance with the provisions of the Act, provided, that such quorum must include the presence of a representative of Everstone and a representative of IFC unless the relevant Investor waives such requirement in writing and such quorum must also include the presence of at least one Management Shareholder or a representative of the Management Shareholders unless the Management Shareholders waive such requirement in writing.
 - (ii) In the event that a quorum cannot be constituted solely because of either the absence of the representative of Everstone or the absence of the representative of IFC or the absence of at least one Management Shareholder or a representative of the Management Shareholder after proper notice under Article 10(w) or lack of quorum as per applicable Law, the Shareholders Meeting shall be adjourned to the same day of the following week, if such day is not a Business Day, then the following Business Day (“**Adjourned Meeting**”).
 - (iii) In the event that a quorum (as required for the original Shareholders Meeting) cannot be constituted at the Adjourned Meeting because of either

the absence of the representative of Everstone or the absence of the representative of IFC or the absence of a Management Shareholder or a representative of the Management Shareholders or lack of quorum (as required for the original Shareholders Meeting) as per applicable Law, the members present shall form quorum, provided that no Everstone Reserved Matter or IFC Reserved Matter or Board and Everstone Reserved Matters shall be taken up at such Adjourned Meeting.

- (y) Business Plan. The Company, its Subsidiaries and Minority Joint Ventures shall each have an annual operating business plan (the “**Business Plan**”), a draft of which shall be provided to Everstone by 31st March of the preceding Financial Year by the Company and shall be approved by the Board before 15th April of the Financial Year to which such Business Plan pertains to, subject to the Everstone Reserved Matters rights of Everstone. If the Business Plan is not approved by the Board and Everstone before 15th April of any Financial Year, the Company shall in the interim, and till the time the revised Business Plan is approved by the Board and Everstone conduct its affairs in accordance with the Business Plan of the preceding Financial Year as increased by 10% (ten percent) in terms of values of each line item of such Business Plan.

The Company shall at all times conduct its affairs in accordance with a current/subsisting Everstone approved Business Plan. Any deviation in terms of value from the Business Plan including in respect of any line item of the Business Plan, including borrowings or guarantees, capex, investments, divestments, pre-payment of loans or varying or entering into material contracts, outside the ordinary course of Business will require the prior written approval of Everstone and the Company shall be bound to conduct Business only in accordance with the current and subsisting Business Plan approved by Everstone.

- (z) Annual Audited Financial Statements: The annual audited financial statements of the Company, its Subsidiary and the Minority Joint Ventures shall not be taken up for discussion at their respective annual general meetings unless they have been approved by each of the Investors. If the annual audited financial statements are not approved by each of the Investors in time to meet the Company’s statutory obligations to file the same with the registrar of companies, the Company, its Subsidiary and the Minority Joint Ventures may file the annual audited financial statements as approved by a majority of their shareholders with the registrar of companies, without prejudice to the rights of the Investors. In any event, the Company shall address any objections that the Investors may have on the annual audited financial statements of the Company, its Subsidiaries and Minority Joint Ventures to the Investor's satisfaction. Further, the Investors shall have a right to seek clarifications and further information on the annual audited financial statements, which shall be provided by the Company to the Investor's satisfaction.

11. COVENANTS OF THE COMPANY AND THE MANAGEMENT SHAREHOLDERS

- (a) Access. The Company and its Subsidiaries shall, and the Company shall procure that the Subsidiaries and Minority Joint Ventures shall to the extent permitted by their respective joint venture agreements and articles of association, upon prior

notice from the Investors, allow each of the Investor and its authorized Representatives during normal business hours to inspect its books and accounting records, to make extracts and copies there from at its own expense, to access the Company, its Subsidiaries and Minority Ventures facilities, and to have access to the Company, its Subsidiaries and Minority Joint Ventures management, key employees, consultants and accounting and legal advisors to seek clarifications regarding the affairs of the Company, its Subsidiaries and Minority Joint Ventures. In addition, the Investor Directors shall have access to all such information of the Company access to which is available to any other Director. The respective Investor Directors and Observer(s) shall be free to disclose all information of the Company they have to the respective Investors.

(b) Reports. The Company shall provide to each Investor:

- (i) within 120 (one hundred and twenty) days after the end of each Financial Year, the annual audited consolidated and unconsolidated financial statements (consisting of a balance sheet, profit and loss account and cash flow statement) of the Company and its Subsidiaries and Minority Joint Ventures for such Financial Year;
- (ii) within 20 (twenty) days after the end of each fiscal quarter, unaudited quarterly unconsolidated and consolidated financial statements (consisting of a balance sheet, profit and loss account and cash flow statement) for such quarter of the Company and its Subsidiaries and Minority Joint Ventures;
- (iii) within 15 (fifteen) days after the end of each month, monthly management reports (including consolidated and unconsolidated Profit & loss account, Balance Sheet) of the Company and its Subsidiaries and Minority Joint Ventures;
- (iv) within 10 (ten) days of such request, copies of any reports filed by the Company and its Subsidiaries and Minority Joint Ventures with any regulatory authority as may be requested by the Investor;
- (v) within 10 (ten) days after receiving a request, such other information relating to the Business of the Company, its Subsidiaries and Minority Joint Ventures as the Investor may reasonably request from time to time;
- (vi) no later than 30 (thirty) days after each Financial Year, the proposed annual Business Plan for the current and applicable Financial Year;
- (vii) no later than 15 (fifteen) days after receipt thereof, any management letter or similar letter from the statutory auditors of the Company;
- (viii) no later than 15 (fifteen) days after each Shareholders Meeting, the minutes thereof reflecting decisions adopted at such meeting;
- (ix) until the implementation of the Corporate Governance Improvement Plan is satisfactorily completed, no later than 90 (ninety) days after the end of each Financial Year, a written report outlining the Company's progress in

implementing the Corporate Governance Improvement Plan;

- (x) no later than 15 (fifteen) days after each meeting of the Board, the minutes thereof reflecting decisions adopted at such meeting;
- (xi) simultaneously with the Board meeting, the notice, agenda and relevant material relating to a Board meeting; and
- (xii) such information as may be required by Investors from time to time requests with regard to the Company, any of its Subsidiaries and Minority Joint Ventures, including, without limitation, copies of correspondence from any Governmental Authority.

All the financial statements of the Company, its Subsidiaries and Minority Joint Ventures shall be prepared in accordance with the Indian GAAP and/or Ind AS and/or any other applicable accounting standards, as may be prescribed by the relevant Governmental Authority. Additionally, all management reports prepared by the Company and its Subsidiaries and Minority Joint Ventures shall include a comparison of the financial results with the corresponding quarterly and annual budgets.

- (c) Other Matters. The Company shall promptly notify each Investor of:
 - (i) any breach by the Company, its Subsidiary or Minority Joint Venture of any Law, which in any respect may have or had a Material Adverse Effect on the Company, its Subsidiary or Minority Joint Venture;
 - (ii) any material litigation including any litigation creating a financial liability of Rs. 1,000,000 (Rupees one million) to which the Company, its Subsidiary or Minority Joint Venture becomes a party, or of circumstances known to the Company that are expected to give rise to such litigation;
 - (iii) any material change in the proportionate equity ownership of the Company in any Minority Joint Venture or a Subsidiary;
 - (iv) withdrawal of any material banking or credit facilities of the Company, its Subsidiaries and Minority Joint Ventures, and their efforts to restore adequate banking facilities;
 - (v) periodic reports regarding the status and progress of the QIPO; and
 - (vi) any breach or threatened breach of the Part B of these Articles and Transaction Documents.
- (d) Additional Reporting Requirement. The Company shall, without prejudice to the provisions of Article 11 (b), irrevocably authorize and instruct the auditors of the Company (whose fees and expenses shall be for the account of the Company), in the forms set forth in Schedule 6 of the IFC Subscription Agreement and Schedule 6 of the Everstone Subscription Agreement respectively, to communicate directly with the Investors at any time regarding the Company's financial statements,

accounts and operations. No later than thirty (30) days after any change in the auditors of the Company, the Company shall repeat the process in the immediately preceding sentence with the new auditors of the Company and provide a copy of the Company's instructions and any other related documentation to the Investors.

- (e) IFC Policy Covenants. The Existing Shareholders and the Company undertake that they shall, and the Management Shareholders shall cause the Company and each of the Subsidiaries to, comply with the policy covenants listed in Schedule 9 (IFC Policy Covenants) at all times during the term of the Shareholders Agreement.
- (f) Most Favourable Rights. Without the prior written Consent of each of the Investors, the Company shall not, and the Management Shareholders shall not cause the Company to, issue any Equity Securities or enter into any management agreement or shareholders agreement or any other agreements with any Person, which agreement confers on such Person terms which, considered in the aggregate, are more favourable than the terms granted herein to any of the Investors. In the event, the Company and the Management Shareholders (upon obtaining the prior Consent of each of the Investor) confer on such Person terms which are more favourable than the terms granted herein to any Investor, then notwithstanding anything in the Shareholders Agreement or the Charter Documents, each Investor may, subject to applicable Law, require that its rights as provided for in the Shareholders Agreement and the Charter Documents be modified and amended in accordance with the terms granted to such Person to confer on such Investor terms at least as favourable as those conferred on such Person as of the Effective Date, including that the effective weighted average price per Equity Share for such Investor is not above the terms offered to any such Person. In such a case, the Company and the Management Shareholders shall take all necessary steps to amend the Charter Documents to give effect to such modification of terms of such Investor.
- (g) Other Covenants. The Company undertakes as follows:
 - (i) The Company shall obtain, and shall cause its Subsidiaries and Minority Joint Ventures to obtain, and to maintain at all times insurance for its assets and businesses as required in Annexure C of Schedule 9 of the Shareholders Agreement from a reputed insurance company Subject to applicable Law, the Company and/or its Subsidiaries and/or its Minority Joint Ventures shall indemnify each Investor Directors in respect of any losses suffered or any costs, expenses or liabilities incurred by such Investor Director(s) in connection with their appointment as Director or in the course of, or in any way related to, his or her activities or his or her position as a Director;
 - (ii) Key Man Insurance. The Company shall obtain key man insurance with respect to the Executive Directors of the Company, for an amount of Rs. 50,000,000 (Rupees fifty million) and on terms that are customary for similarly situated companies. Such key man insurance policy shall name the Company as the sole nominee/beneficiary.
- (h) Arch Papier Transfer: Within a period of 12 (twelve) months from the Effective

Date, the Company intends to sell the shareholding of Vikas Publishing House Private Limited (a Subsidiary of the Company) (“VPHPL”) in Arch Papier-Mache Private Limited (“**Transferee**”) (“**Arch Papier Transfer**”) at a value not being less than the net asset value as per the audited financial statements of the Company, preceding the date on which consummation of the Arch Papier Transfer occurs. Subject to the following conditions, the Investors hereby agree to and have no objection to the Arch Papier Transfer and the Investors shall take all such reasonable actions, including exercising their voting powers at any Board meeting and/or Shareholders Meeting so as to implement and give effect to the Arch Papier Transfer as contemplated herein:

- (i) The relevant purchaser shall not be a director or employee of the Company, VPHPL, any of the Subsidiaries of VPHPL, or any of the associate companies of VPHPL;
 - (ii) The structure relating to the Arch Papier Transfer shall be in a form and substance acceptable to an Independent Valuer (including absence of any perquisite tax or similar tax in the hands of the Transferee);
 - (iii) The lease in relation to the basement, ground and mezzanine floors of the property located at 7361, Ramnagar, New Delhi - 110055, which was entered into by Arch Papier-Mache Private Limited with the Company by way of lease deed dated April 2, 2015 shall continue to remain in force on the same terms and conditions;
 - (iv) The Management Shareholders shall bear any liability (including any Tax liability along with surcharge, cess, interest, penalties, etc.) that may arise out of, pursuant to, or relating to, the Arch Papier Transfer. This liability will include any present liability as well as past liability; and
 - (v) The Management Shareholders shall jointly and severally, indemnify and hold each Investor and/or the Company and/or VPHPL harmless, on demand, for any damage, loss, charge, demand, liability (including any Tax liability), payment, penalty or expense imposed on, sustained, incurred or suffered by or against, the Investor and/or the Company and/or VPHPL, directly or indirectly, relating to or arising out of the Arch Papier Transfer. The indemnification amount shall be grossed for any Tax liability that would arise in the hands of the Investors and/or the Company and/or VPHPL as a result of such payment.
- (i) The Company and the Management Shareholders agree to cause the proper and timely implementation of the Corporate Governance Improvement Plan, attached as Schedule 10 to the Shareholders Agreement.
 - (j) In addition to the compliance with the provisions of the Act, all Related Party Transactions, including all investments, loans or guarantees to any Related Parties and formation of any new Subsidiaries or Affiliates, shall be on an arm's length basis as approved in writing by each of the Investor or as applicable, the respective Investor Directors. A set of policies and procedures shall be prepared by the Management Shareholders and the Company in consultation with each Investor

incorporating the inputs of each Investor, to ensure that best corporate governance practices are followed in this regard.

- (k) The Company and Management Shareholders shall procure all Consents and approvals of Governmental Authority or any other Person and take all actions required in order to ensure compliance with applicable Law while implementing the terms and conditions of the Shareholders Agreement and giving effect to the transactions contemplated hereby.
- (l) The Company shall and the Management Shareholders shall ensure that the Company shall engage only in activities in which foreign direct investment is permitted under the 'automatic route' without the requirement for any Governmental Approvals.
- (m) The Management Shareholders and the Company shall be jointly and severally liable to ensure the performance of the Shareholders Agreement.

12. INITIAL PUBLIC OFFERING

- (a) The Company and the Management Shareholders undertake to conduct an IPO (initial public offering) of the Company as per the timelines provided under the Shareholders Agreement, or within such other extended time as may be communicated in writing by the Investors in their sole discretion (the "**QIPO Date**"), that satisfies all the following conditions (a "**QIPO**"):
 - (i) the price at which Equity Shares are issued or transferred in such an IPO shall be based on a valuation of the Company which is no less than the higher of:
 - (A) the Everstone Series A IPO Price;
 - (B) the Everstone Series B IPO Price; and
 - (C) the IFC IPO Price.

In any event, the terms, timing, offer size and final pricing shall be: (W) subject to the right of Everstone under Article 10(q) and 10 (s); (X) subject to the prior written approval of IFC under Article 10 (r) and 10 (s) (if applicable); (Y) structured to maximize value for the Shareholders; and (Z) based on the advice of reputed investment bank(s) acceptable to the Investors ("**Merchant Banker**");
 - (ii) the Equity Shares issued or transferred in such an IPO are duly listed/quoted on one or more Stock Exchanges;
 - (iii) the Equity Shares held by each of the Investors are freely tradable by them immediately following the QIPO (subject to any statutory restriction imposed on the Equity Shares held by any Investor pursuant to Article 12(n));
 - (iv) the IPO consists of at least such number of Equity Shares of the Company as are required under applicable Law;

- (v) the IPO is based on the advice of, managed and underwritten by the Merchant Banker; and
 - (vi) the IPO complies with all applicable Laws including the listing requirements as prescribed by SEBI.
- (b) If the Company is not able to undertake an IPO at a valuation as determined under Article 12 (a) (i) above, the Company may undertake an IPO at a lesser valuation if agreed in writing by each of the Investors.
 - (c) If the Company proposes to undertake a QIPO, it shall give prompt notice to each of the Investors of its intention to do so, specifying the material terms of QIPO.
 - (d) Subject to the applicable Law, each Investor shall have the right, but not the obligation, to require an offer for sale of any or all of the Equity Shares held by them, as a part of the Equity Shares being offered in the QIPO, and in priority over the other existing Shareholders, up to 100% (one hundred per cent) of its Equity Shares, on the same terms and conditions as the fresh issue of any Equity Shares offered to the public by the Company. Within thirty (30) days after receipt of the notice under Articles 12(c), each Investor may deliver a notice to the Company requiring it to use its best efforts to include in the QIPO such Equity Shares as such Investor may specify.
 - (e) In the event, each Investor requires the Company to include the Equity Share held by it in the QIPO as part of an offer for sale and the total number of Equity Shares specified by the Investors is higher than the number of Equity Shares that should be offered as part of offer for sale in terms of the advice provided by the Merchant Banker, then each Investor shall at its option be entitled to offer such number of Equity Shares as part of such offer for sale in a QIPO that is proportionate to the shareholding of other Investor.
 - (f) In the event, only one of the Investors requires the Company to include the Equity Shares held by it in the QIPO as part of an offer for sale, then such Investor shall at its option be entitled to offer up to maximum number of Equity Shares, advised by the Merchant Banker as size of an offer for sale in the QIPO, in priority over the other existing Shareholders.
 - (g) In case, (i) IFC and/or Everstone elects to not offer the Equity Shares held by them in the QIPO as part of an offer for sale; or (ii) the number of Equity Shares required by the Investors to be included in the QIPO as part of an offer for sale is lower than the number of Equity Shares that should be offered as part of offer for sale in terms of the advice provided by the Merchant Banker, then the Management Shareholders shall at their option (and subject to Management Shareholders complying with any promoter's lock-in requirement under applicable Law) be entitled to offer the Equity Shares held by them as part of the offer for sale in such QIPO, however, only to the extent advised by the Merchant Banker.
 - (h) The Company and the Management Shareholders shall provide all assistance and undertake any obligation in this respect as may be necessary. The Company shall

offer, and if required by the Investors, the Management Shareholders shall contribute, such number of Equity Shares as required to meet the minimum requirements applicable for the amount of Equity Shares to be offered in the QIPO, provided, that the Investors shall not have a right to require the Management Shareholders to offer Equity Shares in the QIPO such that their aggregate Ownership in the Company falls below 51% (fifty one percent).

- (i) Neither of the Investors (whether jointly or severally) shall be considered a promoter or part of the promoter group of the Company, or as 'Anchor Investors' (as understood by SEBI in connection with an IPO), and the Management Shareholders and the Company shall use their best efforts to ensure the same, and further, to ensure that the Investors are not required to undertake any obligation relating to disclosure or certification in the offering documents or any agreement in any offering and that the Equity Shares of any of the Investors will not be subject to any lock-in restriction. The Company and the Management Shareholder shall keep IFC and Everstone fully informed of all material activities undertaken in connection with the QIPO.
- (j) The Company and the Management Shareholders agree that none of the Investors shall, in connection with a QIPO or upon listing or sale of the Equity Shares held by the Investors, be required to give any representations, warranties or indemnities or provide any undertaking, certification, disclosure, etc., to any Merchant Banker, book running lead manager, underwriter, broker, Stock Exchanges, any Governmental Authority or any other Person other than in relation to clear title of their Equity Shares if the Investors are participating in an offer for sale in the QIPO.
- (k) The Company and the Management Shareholders jointly and severally undertake to indemnify the Investors and their respective Affiliates both in India and elsewhere, as well as their respective directors, partners and officers (the **"IPO Indemnified Party"**) from and against any losses in connection with any misrepresentation, untrue statement or omission to state a material fact, or any non-compliance with the applicable Laws in relation to the QIPO, including arising out of or based on any draft red herring prospectus, red herring prospectus or the prospectus in relation to the QIPO.
- (l) Subject to applicable Law, the Company shall bear and pay all costs and expenses incurred in connection with the QIPO, and the sale by the Investors of their Equity Shares in the QIPO, including, without limitation all underwriting, selling, distribution, registration, filing and qualification costs, fees, and expenses, and printers, legal and accounting fees and disbursements.
- (m) Without prejudice to the other rights of the Investors, in the event of an overseas offering by way of issue of American depository receipts, global depository receipts or such other similar instruments on an overseas Stock Exchange, the Company shall comply with the applicable Laws relating to such offering and undertake all actions required to enable the Investors to obtain customary registration rights generally available to private equity investors, allowing the Investors to offer their respective Equity Shares for sale as part of such offering. The decision of the merchant bankers managing the transaction as to what

constitutes customary registration rights and related rights shall be final and binding on the Company and Management Shareholders.

- (n) The Investors shall not be required to offer or make available any Equity Shares held by them for the purposes of any lock-in as applicable to 'promoters' under applicable Law. If any Equity Shares are to be made subject to any lock-in for the purposes of a QIPO, then the Management Shareholders shall first offer the Equity Shares held by them towards such lock-in. For the purposes of a QIPO, to the extent mandatorily required under Law, the Equity Shares held by the Investors may be made subject to lock-in applicable to 'non-promoters' under applicable Law.
- (o) In the event that the Charter Documents are required to be amended for the purpose of the QIPO by SEBI in such a manner that any of the rights granted to the Investors under Part B of these Articles cease to have effect, the Management Shareholders and the Company shall convene a Shareholders Meeting for passing an appropriate resolution, to the satisfaction of the Investors, for effecting such amendment subject to the condition that such amendment would automatically cease to have effect and the Charter Documents as in effect immediately prior to the date of such Shareholders Meeting shall stand reinstated upon the expiry of 6 (six) months from the date of such Shareholders Meeting if the QIPO is not implemented within such 6 (six) month period, without requiring any further action on the part of the Investors or the Management Shareholders.
- (p) Additionally, as a condition to the amendment of the Charter Documents in relation to the QIPO, the Company and the Management Shareholders shall enter into such agreements with the Investors as the Investors may deem fit and take such other actions as the Investors may require to ensure that the terms and conditions in the Charter Documents prior to such amendment, including the right of each Investor to appoint the Investor Directors, is automatically reinstated without requiring any further action in the event of such QIPO is not implemented within the 6 (six) month period mentioned above.
- (q) Notwithstanding anything contained in these Articles, it is hereby agreed that the (i) Company shall take all steps and actions (including preparing and signing relevant offer documents, conducting road shows, entering into such documents, providing all necessary information and documents, obtaining such regulatory or other approvals and coordinating with investment advisors) and doing such further acts or deeds as may be required or customary in order to effect the IPO and the listing of the Company pursuant to the IPO; and (ii) Management Shareholders shall take and cause the Company to take all such steps and actions (including exercise of voting rights and any other rights, finalization and execution of documents) in order to effect the IPO and listing of shares pursuant to IPO.

13. OTHER EXIT RIGHTS

In the event the Company fails to undertake a QIPO within the timelines provided under the Shareholders Agreement for reasons other than the Investors not approving under Article 10(q) or Article 10(r) or Article 10(s), as the case may be, such QIPO that

otherwise fulfils the criteria required in Article 12, then without prejudice to any other rights that the Investors may have, the Investors shall have any or all of the following rights:

- (a) Each of the Investors shall be entitled (subject to applicable Law) to trigger a public offering including an offer for sale of its Equity Securities and require the Management Shareholders to join in making such an offer for sale and achieve a listing of the Equity Shares on one or more Stock Exchanges in accordance with this Article 13 (the “**Demand QIPO**”). Each of the Investors may require Management Shareholders to contribute and/or the Company to issue such number of Equity Shares as required for the listing of the Company as desired by the Investors, subject to applicable laws and regulations, including but not limited to offer requirements of SEBI and/or the relevant Stock Exchange, provided that the Investors shall not have a right to require the Management Shareholders to offer Equity Shares or require the Company to issue Equity Shares in the Demand QIPO such that their aggregate Ownership in the Company falls below 51% (fifty one percent). The Investors shall have a right to offer all its Equity Shares for sale in the Demand QIPO in preference to the other Shareholders.

The Management Shareholders and the Company will take all actions as are required to consummate the Demand QIPO at such valuation as may be acceptable to each Investor. All costs and expenses in relation to the Demand QIPO shall be borne by the Company. Subject to the above, the provisions of Article 12 as applicable in the event of QIPO shall apply to a Demand QIPO, including the rights of each of the Investors set out therein.

- (b) If the Company and the Management Shareholders fail to undertake a QIPO/Demand QIPO within the timelines provided under the Shareholders Agreement, the Management Shareholders shall, on a written request of the Investors, use their best efforts to assist the Investors in identifying a third party (excluding a Competitor) to acquire the Investors’ Equity Securities at such price and terms of payment, together with all rights under Part B of these Articles, as may be acceptable to each Investor.

- (c) IFC Liquidity Exit:

- (i) *IFC may, at its option, offer all or any of the IFC Securities held by it to the Company (by way of IFC Buy Back) in accordance with Article 14(II)(A), at any time after 66 (sixty-six) months from the First Completion Date:*

- (A) *if the filing of a DRHP by the Company with SEBI has not taken place within 66 (sixty-six) months from the First Completion Date; or*

- (B) *if the filing of a DRHP by the Company with the SEBI has taken place within 66 (sixty-six) months from the First Completion Date but the Company has also completed the Reinstatement Actions (in the manner provided in Article 14(IV) below) with respect to IFC Buy Back.*

- (ii) *IFC may, at its option, offer all or any of the IFC Securities held by it to the Management Shareholders in accordance with Article 14(II)(B), at any time during the Put Option Period.*

The Company and/or the Management Shareholders shall compulsorily be required to effect buy back of such Equity Securities and/or the Management Shareholder shall purchase the IFC Securities, if required by IFC, in accordance with the provisions of Article 14(II) (as may be applicable)

(c-1) Everstone Liquidity Exit

- (i) If the filing of a DRHP by the Company with SEBI (i) has not taken place within 66 (sixty-six) months from the First Completion Date, or (ii) has taken place within 66 (sixty-six) months from the First Completion Date and the Company has completed the Reinstatement Actions (in the manner provided in Article 14(IV) below) with respect to Everstone Liquidity Exit under Article 14(I), then, Everstone may, at its option, offer:

- (A) all or any of the Everstone Series A Securities held by it:

- IX. to the Company (in the form of Everstone Series A Buy Back) in accordance with Article 14(I); and/or

- X. to the Management Shareholders (in the form of Liquidity Purchase) in accordance with Article 14(I); and/or

- (B) all of the Everstone Series B Securities held by it to the Company (in the form of Everstone Series B Buy Back) in accordance with Article 14(I).

The Company and/or the Management Shareholders shall compulsorily be required to effect buy back of such Equity Securities and/or the Management Shareholder shall purchase the Everstone Series A Securities, if required by Everstone, in accordance with the provisions of Article 14(I) (as may be applicable)."

- (d) Without prejudice to any other rights under Part B of these Articles, in the event an exit in accordance with Part B of these Articles is not provided to the Investors within the timelines provided under the Shareholders Agreement or if the Management Shareholders or the Company commit a IFC Material Breach and/or a Everstone Material Breach (as the case may be) at any point in time, each of the Investors shall be entitled to Transfer freely (without being subject to any restrictions on such Transfer under Part B of these Articles or otherwise) all or part of its Equity Securities along with its rights under Part B of these Articles to any third party purchaser, including to a strategic investor or a Competitor. Along with such Transfer, Everstone may at its option require the Management Shareholders to compulsorily Transfer all or part of their Equity Securities to the third party purchaser (the "**Drag Exit**") in accordance with Article 15 such that the third party purchaser acquires the Ownership of 51% (fifty one percent) in the Company.

14. LIQUIDITY EXIT

(I) EVERSTONE LIQUIDITY EXIT

- (a) In the event (i) the filing of a DRHP by the Company with SEBI, has not taken place within 66 (sixty six) months from the First Completion Date; or (ii) an Everstone Material Breach occurs at any point in time, then Everstone shall by delivering a written notice (the “**Everstone Liquidity Notice**”) to the Company and the Management Shareholders (“**Obligors**”) have the right (“**Everstone Liquidity Exit**”) to require the :

- (i) Management Shareholders and/or the Company to purchase all or any of the Everstone Series A Securities held by it (“**Everstone Series A Liquidity Securities**”);
- (ii) the Company to purchase all or any of the Everstone Series B Securities held by it (“**Everstone Series B Liquidity Securities**”),

in accordance with the provisions of Article 14(I);

- (b) Notwithstanding anything to the contrary contained in these Articles, in the event the Company has completed the Reinstatement Actions (in the manner provided in Article 14(IV) below) with respect to the Everstone Liquidity Exit under Article 14(I), then Everstone shall, have the right to require the Company and/or the Management Shareholders to purchase the Everstone Series A Liquidity Securities and the Everstone Series B Liquidity Securities, as the case may be, in the manner as provided in this Article 14(I).

- (c) The Liquidity Price (defined below) payable to Everstone (“**Everstone Liquidity Price**”) pursuant to the exercise of the Everstone Liquidity Exit:

- (i) with respect to the Everstone Series A Liquidity Securities, shall be satisfied by:

(A) payment in full by the Management Shareholders against Transfer of the Everstone Series A Liquidity Securities (the “**Liquidity Purchase**”) to the Management Shareholders;

(B) payment in full by the Company by way of a buy-back of the Everstone Series A Liquidity Securities (the “**Everstone Series A Buy Back**”) by the Company; and/or

(C) a combination of (A) and (B) above,

provided that it shall be the obligation of the Management Shareholders to provide the Everstone Liquidity Exit for the Everstone Series A Securities through a Liquidity Purchase if the Company is unable to satisfy the same through an Everstone Series A Buy Back.

- (ii) with respect to the Everstone Series B Securities, shall be satisfied by way of a buy- back of the Everstone Series B Liquidity Securities (the “**Everstone Series B Buy Back**”) by the Company.
- (d) Upon payment of the Everstone Liquidity Price, Everstone shall deliver the Everstone Series A Liquidity Securities and/or Everstone Series B Liquidity Securities by giving appropriate instructions of Transfer to its depository participant. Such Everstone Series A Liquidity Securities and/or Everstone Series B Liquidity Securities shall be free and clear of any Encumbrance (other than Encumbrances attributable to actions of the Obligors), and if the Obligors so require, Everstone shall represent and warrant that is the beneficial and legal owner of the Everstone Series A Liquidity Securities. Other than the representation and warranty specified above, Everstone shall not be required to provide any other representation and warranty to the Obligors. The Obligors shall be responsible for all Taxes (including stamp duties, but excluding income tax payable by or on behalf of Everstone), costs and expenses for the exercise of the Everstone Liquidity Exit, including the fees of the Independent Valuer and legal expenses of Everstone.
- (e) The Company and the Management Shareholder shall be jointly and severally responsible to ensure that: (i) the Liquidity Purchase and/or Everstone Series A Buy Back; and/or (ii) the Everstone Series B Buy Back, takes place within a period of 6 (six) months from the date of receipt of Everstone Liquidity Notice.
- (f) Subject to the terms and conditions hereof, the Management Shareholders and the Company shall take all steps necessary to consummate the exercise of the Everstone Liquidity Exit contemplated in this Article 14(I), including execution of documents and undertakings, exercising their voting rights, obtaining all necessary permits, approvals or Consents (statutory or otherwise), maintaining sufficient reserves and cash flows, incurring indebtedness, raising capital, effecting asset sales or dispositions, and otherwise extending all such cooperation as may be required to facilitate the exit of the Investor(s) at the Company’s costs and charges. It is clarified that in order to comply with their obligation under this Article 14 (I) (e) in relation to Everstone Series B Buy Back, the Management Shareholders shall not be required to infuse funds into the Company upon receipt of Everstone Liquidity Notice specifically for the purpose of enabling the Company to undertake Everstone Series B Buy Back. Provided however that nothing in the immediately preceding sentence shall operate to make the Management Shareholders less liable (in any manner whatsoever) to perform any of their obligations, covenants, undertakings, representations, warranties, acts, deeds, agreements and/or statements under Part B of these Articles.

(II) IFC LIQUIDITY EXIT

(A) Buy back by Company

- (a) In the event (i) the filing of a DRHP by the Company with the SEBI, has not taken place within 66 (sixty six) months from the First Completion Date; or (ii) an IFC Material Breach occurs, IFC shall, by delivering a written notice to the Company and the Management Shareholders (the “**IFC Liquidity Notice I**”) have the right (“**IFC Liquidity Exit I**”) to require the Company to

purchase all or any of the IFC Securities held by it (“**IFC Liquidity Securities**”), in accordance with the provisions of this Article 14(II). It is clarified that the right of IFC under this Article 14(II)(a) shall fall away upon filing of a DRHP within 66 (sixty Six) months from the First Completion Date. Notwithstanding anything contained in these Articles, IFC shall continue to have the IFC Liquidity Exit I, at all times, in case of occurrence of IFC Material Breach.

- (b) The Liquidity Price (defined below) payable to IFC pursuant to the exercise of the IFC Liquidity Exit I (“**IFC Liquidity Price I**”) shall be satisfied by payment in full by the Company by way of a buy-back of the IFC Securities (the “**IFC Buy Back**”) by the Company.
- (c) Upon payment of the IFC Liquidity Price I, IFC shall deliver the IFC Liquidity Securities to the Company by giving appropriate instructions of Transfer to its depository participant. Such IFC Liquidity Securities shall be free and clear of any Encumbrance (other than Encumbrances attributable to actions of the Obligors). The Company shall be responsible for all Taxes (including stamp duties, but excluding income tax payable by or on behalf of IFC), costs and expenses for the exercise of IFC Liquidity Exit I, including the fees of the Independent Valuer and legal expenses of IFC.
- (d) The Company and the Management Shareholders shall be jointly and severally responsible to ensure that IFC Liquidity Exit I takes place within a period of 6 (six) months from the receipt of the IFC Liquidity Notice I.
- (e) Subject to the terms and conditions hereof, the Company and the Management Shareholders shall take all steps necessary to consummate the exercise of the IFC Liquidity Exit I contemplated in this Article 14 (II), including execution of documents and undertakings, exercising their voting rights, obtaining all necessary permits, approvals or consents (statutory or otherwise), maintaining sufficient reserves and cash flows, incurring indebtedness, raising capital, effecting asset sales or dispositions and otherwise extending all such cooperation as may be required to facilitate the IFC Liquidity Exit I at the Company's costs and charge. It is clarified that in order to comply with their obligation under this Article 14 (II)(d) and (e), the Management Shareholders shall not be required to infuse funds into the Company upon receipt of IFC Liquidity Notice I specifically for the purpose of enabling the Company to undertake IFC Buy Back. Provided however that nothing in the immediately preceding sentence shall operate to make the Management Shareholders less liable (in any manner whatsoever) to perform any of their obligations, covenants, undertakings, representations, warranties, acts, deeds, agreements and/or statements under Part B of these Articles.
- (f) Notwithstanding anything to the contrary contained in Part B of these Articles, in the event the Company has completed the Reinstatement Actions (in the manner provided in Article 14 (IV) below) with respect to IFC Buy Back under this Article 14(II), then IFC shall, have the right to require the Company to purchase the IFC Liquidity Securities, in the manner as provided in Article 14 (II) (A) above. It is clarified that the right of IFC under Article 14 (II) (A)

shall become effective only upon completion of the Reinstatement Actions by the Company in accordance with Article 14 (IV).

(B) Buy back by Management Shareholders

- (a) In the event the filing of a DRHP by the Company with the SEBI has taken place within 66 (sixty six) months from the First Completion Date, then anytime during the Put Option Period, IFC shall, by delivering a written notice to the Company and the Management Shareholders (the "**IFC Liquidity Notice II**"), have the right ("**IFC Liquidity Exit II**") to require the Management Shareholders to purchase all or any of the IFC Liquidity Securities held by it, in accordance with the provisions of this Article 14(II)(B). The right of IFC under this Article 14(II)(B), shall fall away upon completion of the Reinstatement Actions in accordance with Article 14(IV).
- (b) The Liquidity Price payable to IFC pursuant to the exercise of the IFC Liquidity Exit II ("**IFC Liquidity Price II**") shall be satisfied by payment in full by the Management Shareholders by way of purchase of the IFC Liquidity Securities (the "**IFC Put Option**") by the Management Shareholders.
- (c) Upon payment of the IFC Liquidity Price II, IFC shall deliver the IFC Liquidity Securities to the Company by giving appropriate instructions of Transfer to its depository participant. Such IFC Liquidity Securities shall be free and clear of any Encumbrance (other than Encumbrances attributable to actions of the Obligors). The Management Shareholders shall be responsible for all Taxes (including stamp duties, but excluding income tax payable by or on behalf of IFC), costs and expenses for the exercise of IFC Liquidity Exit II, including the fees of the Independent Valuer and legal expenses of IFC.
- (d) The Company and the Management Shareholders shall be jointly and severally responsible to ensure that IFC Liquidity Exit II takes place within a period of 6 (six) months from the receipt of the IFC Liquidity Notice II
- (e) Subject to the terms and conditions hereof, the Company and the Management Shareholders shall take all steps necessary to consummate the exercise of the IFC Liquidity Exit II contemplated in this Article 14(II)(B), including execution of documents and undertakings, exercising their voting rights, obtaining all necessary permits, approvals or consents (statutory or otherwise), incurring indebtedness, raising capital, effecting asset sales or dispositions and otherwise extending all such cooperation as may be required to facilitate the IFC Liquidity Exit II at the Company's costs and charge. Provided however that nothing in the immediately preceding sentence shall operate to make either of the Company or the Management Shareholders less liable (in any manner whatsoever) to perform any of their

obligations, covenants, undertakings, representations, warranties, acts, deeds, agreements and/or statements under the Shareholders Agreement.

(III) DETERMINATION OF LIQUIDITY PRICE FOR IFC LIQUIDITY EXIT AND EVERSTONE LIQUIDITY EXIT:

The price at which:

- (a) the Company or the Management Shareholders shall buy-back the IFC Liquidity Securities and/or Everstone Series B Liquidity Securities and/or Everstone Series A Liquidity Securities; or
- (b) the Obligors shall purchase the Everstone Series A Liquidity Securities and/or IFC Liquidity Securities (as the case may be)

shall be the fair value per Equity Share as determined by an Independent Valuer for at least 51% (fifty one percent) of the Company on a consolidated basis (“**Liquidity Price**”).

The Independent Valuer shall be appointed in the following manner:

- (i) If, , the Everstone Liquidity Exit is exercised by Everstone and/or IFC Liquidity Exit I or IFC Liquidity Exit II is exercised by IFC, the Independent Valuer shall be appointed by the Board within 15 (fifteen) days of receipt of the Everstone Liquidity Notice or IFC Liquidity Notice I or IFC Liquidity Notice II (as the case may be). If the Board fails to appoint an Independent Valuer within such 15 (fifteen) days period, the relevant Investor(s) shall have the right to appoint an Independent Valuer at its discretion.
- (ii) If the IFC Liquidity Exit is exercised by IFC pursuant to an IFC Material Breach or Everstone Liquidity Exit is exercised by Everstone pursuant to an Everstone Material Breach (as the case may be) by the Management Shareholders or the Company, the relevant Investor shall appoint the Independent Valuer and intimate such appointment to the Management Shareholders and the Company.

In case the fair value of the IFC Liquidity Securities and/or Everstone Series B Liquidity Securities and/or Everstone Series A Liquidity Securities, determined by the Independent Valuer in accordance with this Article 14(III) is not acceptable to IFC or Everstone (as the case may be), then such Investor shall not be obligated to complete the Transfer of the Equity Securities held by it, to the Obligors and/or the Company (as the case may be).

(IV) REINSTATEMENT ACTIONS

- (a) In the event the listing of the shares on the Recognized Exchange by the Company is not completed within the earlier of (i) 66 (sixty-six) months from the First Completion Date and (ii) 180 days from the filing of the DRHP, the Company shall have the right, exercisable at its sole discretion, to reinstate the IFC Buy Back and Everstone Liquidity Exit in full force and effect in all respects and the provisions set forth in Article 14(II)(B) shall accordingly stand deleted;

- (b) The Management Shareholders shall take all actions (including exercising of voting rights at board meetings through their nominee directors or shareholder meetings and execution of documents) as may be required to cause the Company to reinstate the IFC Buy Back and Everstone Liquidity Exit.
- (c) The Investors hereby agree that, notwithstanding anything to the contrary contained in Part B of these Articles, none of the Investors shall have any affirmative veto right to block the exercise of the right of the Company under this Article 14(IV) and at any board or shareholder meeting, at which such matter is tabled for discussion, the Investors (including the Investor Directors) shall vote in favour of exercise of such election by the Company.
- (d) It is hereby further agreed and acknowledged by all Parties that upon such election by the Company, the Investors shall take all actions, (including exercising of voting rights at board meetings, through their nominee directors or shareholder meetings and execution of documents) within their control and ability in order to procure the reinstatement of the IFC Buy Back and Everstone Liquidity Exit and the deletion of the provisions set forth in Article 14(II)(B).

15. DRAG EXIT

- (a) If Everstone proposes to Transfer its Equity Securities to a third party purchaser (the “**Drag Purchaser**”) in accordance with Article 13 (d), then Everstone (the “**Drag Seller**”) shall have the right to require the Management Shareholders to sell such number of their Equity Securities to the Drag Purchaser as would give the Drag Purchaser the Ownership of 51% (fifty one percent) in the Company on the same price and terms at which the Drag Seller is Transferring its Equity Securities by delivering a written notice (the “**Required Sale Notice**”) to the Management Shareholders and IFC at least 30 (thirty) Business Days prior to the anticipated closing date of such Transfer.
- (b) The Required Sale Notice shall include the terms and conditions of the Transfer to the third party purchaser, including: (A) the identity of the proposed Drag Purchaser; (B) the number of Equity Securities proposed to be Transferred to the Drag Purchaser, (C) the proposed amount of consideration per Equity Security and (D) the anticipated closing date for such Transfer.
- (c) The Management Shareholders, upon receipt of a Required Sale Notice, shall be obligated to duly Transfer and sell such number of Equity Securities as indicated by the Drag Seller in the Required Sale Notice, provided that the Management Shareholders may require the Drag Purchaser to purchase all (but not less than all) of the Equity Securities held by the Management Shareholders. It is clarified that the Management Shareholders shall not have the right to require the Drag Purchaser to purchase all (but not less than all) of the Equity Securities held by the Management Shareholders if the Drag Exit is exercised by the Drag Seller pursuant to a Everstone Material Breach.

- (d) IFC's Tag Along Right, in case of Drag Exit: Upon exercise by Drag Seller of its right under Article 15 (a) above, and upon the receipt of the Required Sale Notice, IFC shall, at its sole discretion, have a right to exercise the Tag Along Right in accordance with Article 5 (Sale of Control) (save and except for any terms and conditions relating to IFC Minimum Exit Price) and Transfer all or part of its Equity Securities held in the Company at the same terms (including per Equity Security price) as offered to the Drag Seller by the Drag Purchaser Everstone. In the event, IFC exercises its Tag Along Right in accordance with this Article 15 (d), and if the Drag Purchaser fails to acquire the relevant Equity Securities of IFC, then the Parties agree that Drag Seller shall not be permitted to exercise its Drag Exit right under this Article 15, and if such right is exercised or purported to be exercised by the Drag Seller, such Transfer shall be void and the Company shall not, and shall cause its depository participant to not, register such Transfer. It is further clarified that upon exercise of Tag Along Right in accordance with Article 5 (Sale of Control), IFC shall not be required to provide any representations or warranties other than with respect to due authorization by IFC and its title to the Equity Securities proposed to be transferred to the Drag Purchaser.
- (e) In the event that the transaction is not completed on or before the anticipated closing date intimated in the Required Sale Notice for any reason, it is clarified that the Drag Seller shall continue to be entitled to exercise its rights under this Article 15 with respect to the same Required Sale Notice or, to issue another Required Sale Notice, such number of times as the Drag Seller deems fit until the consummation of a sale to a third party purchaser pursuant to Article 13(d) and this Article 15.
- (f) Any transactional costs and expenses incurred in connection with the Transfer of the Equity Securities to the Drag Purchaser shall be payable by the Company (including Transfer of Equity Securities held by IFC pursuant to Article 15(d) above). Representations and warranties as required by the Drag Purchaser shall be provided by the Company and the Management Shareholders and if the Drag Seller so requests, the Company shall provide and the Management Shareholders shall ensure that the Company provides access to the proposed Drag Purchaser(s) and its authorized representatives (including lawyers, accountants, auditors and other professional advisors) to visit and inspect all properties, assets, corporate, financial and other records, reports, books, contracts and commitments of the Company in relation to a due diligence exercise as required by the Drag Purchaser and to discuss and consult with respect to its Business, actions plans, budgets and finances with the management of the Company and shall otherwise facilitate the transaction in all respects.
- (g) Subject to the terms and conditions hereof, the Management Shareholders and the Company shall take all steps necessary to consummate the Transfer of Equity Securities contemplated hereby, including execution of documents and undertakings, exercising their voting rights, obtaining all necessary permits, approvals or Consents (statutory or otherwise) and otherwise extending all such cooperation as may be required to facilitate the exit of the Drag Seller and IFC (if it has exercised its right under Article 15 (d) above) at the Company's costs and expense.

16. LIQUIDATION PREFERENCE

In the event of (i) liquidation, dissolution or admission of winding up proceedings by an appropriate court or tribunal of the Company or of any Subsidiary, either voluntary or involuntary, or (ii) any sale of all or substantially all of the assets of the Company or its Subsidiaries resulting in the erosion of 50% (fifty percent) or more of the Net Worth of the Company (on a consolidated basis) as of the Effective Date or as per the audited accounts of the Company for the Financial Year preceding the then current Financial Year, whichever is higher (any such event, a “**Liquidation Event**”), the Investors shall have the right to either:

- (i) exercise the IFC Liquidity Exit and/or Everstone Liquidity Exit, at the Liquidation Price (as defined below) in accordance with Article 14(II) and/or Article 14(I) to Transfer all or part of Equity Securities held by the Investors; or
- (ii) require the Company and the Management Shareholders to ensure that the liquidator is appointed to liquidate the Company in order to distribute the proceeds from the liquidation of the Company which remains after discharging the liabilities of the Company, first to each of the Investors on a pro rata basis such that each Investor receives the Liquidation Price in priority over any amounts received by any other existing Shareholders of the Company.

For the purpose of this Article, the “**Liquidation Price**” shall have the meaning ascribed to it in the Shareholders Agreement.

17. CALL OPTION

- (a) Call Rights. On the occurrence of any Everstone Material Breach, if Everstone decides to exercise its right to buy out the Management Shareholders pursuant to Article 18(a)(iv), then Everstone shall have the right (the “**Everstone Call Right**”) to purchase from the Management Shareholders and/or its Affiliates all (but not less than all) of their Equity Securities under this Article 17 either by itself or through its Affiliates or nominees.
- (b) Exercise. Everstone may exercise the Everstone Right by delivering a written notice (the “**Everstone Call Notice**”) of such exercise to the Management Shareholders and IFC. Upon receipt of the Everstone Call Notice, the Management Shareholders shall be obligated to sell their Equity Securities in accordance with the provisions of this Article 17. The purchase price payable by Everstone per Equity Security shall be indicated in the Everstone Call Notice, which shall be the fair value as calculated by the Independent Valuer (the valuation report of the Independent Valuer to be attached with the Everstone Call Notice) appointed by Everstone. Everstone’s Call Right pursuant to this Article 17 shall be exercisable either by Everstone, its Affiliates and/or any nominee designated by Everstone.
- (c) The closing of the purchase of the Equity Securities pursuant to this Article 17 shall occur as soon as possible after the delivery of the Everstone Call Notice (“**Everstone Call Closing**”). In the event the Transfer of the Equity Securities of the Management Shareholders is subject to any prior Governmental Approval, the period in which it may be consummated shall be 5 (five) Business Days after all

such approvals shall have been received. Subject to the terms and conditions hereof, the Management Shareholders and the Company shall take all steps necessary to consummate the Transfer of Equity Securities contemplated hereby, including execution of documents and undertakings, exercising their voting rights, obtaining all necessary permits, approvals or consents (statutory or otherwise) and otherwise extending all such cooperation as may be required.

(d) Closing. At the closing:

- (i) Everstone shall pay to the Management Shareholders the aggregate purchase consideration for the Equity Securities being purchased from the Management Shareholders by wire transfer of immediately available funds to such bank account as the Management Shareholders have specified in writing no later than 2 (two) Business Days prior to the closing;
- (ii) The Management Shareholders shall deliver to Everstone share certificates representing all the Equity Securities held by them, accompanied by duly executed instructions to the relevant depository participant; and
- (iii) The Company shall and the Management Shareholders shall ensure that the Company shall pass such resolutions as are required to register the Transfer of Equity Securities to the Investor and remove the Directors nominated by the Management Shareholders as directed by Everstone.

(e) IFC's Tag Along after Everstone Call Closing:

- (i) Following the Everstone Call Closing in accordance with this Article 17, if Everstone proposes to Transfer any Equity Securities held by it (directly or indirectly through its Affiliates and/or its nominees) in the Company to a Buyer (as defined in Article 6(a)), then IFC shall have the right (but not the obligation) to participate in such subsequent Transfer by exercising the IFC Tag Along Right, in accordance with the provisions of Article 6 (Tag Along Right of IFC). It is clarified that IFC's right to tag along shall not be available in case of Transfer of any Equity Securities to Everstone on exercise of the Everstone Call Right under this Article 17.
- (ii) If the proposed Transfer under this paragraph (e) by Everstone (directly or indirectly through its Affiliates and/or its nominees) would result in (i) a change of Control of the Company; or (ii) if following the proposed Transfer by Everstone (directly or indirectly through its Affiliates and/or its nominees) under this paragraph (e), the Equity Securities held by IFC would account for less than 5% (five percent) of the Ownership of the Company, then the maximum number of Equity Securities that can be Transferred by IFC shall be all of the Equity Securities of the Company held by IFC, in accordance with the procedure provided in Article 6 (Tag Along Right of IFC).
- (iii) In the event, IFC exercises the IFC Tag Along Right in accordance with this Article 17 (e), and if the Buyer fails to acquire the relevant Equity Securities of IFC, then Everstone agrees that Everstone and/or Affiliates and/or its

nominees shall not be permitted to sell its Equity Securities to the Buyer, and if such Transfer is undertaken or purported to be undertaken by Everstone and/or Affiliates and/or its nominees, such Transfer shall be void and the Company shall not, and shall cause its depository participant to not, register such Transfer.

18. *[left blank]*

19. **DISPUTE RESOLUTION**

Subject to the applicable Law, any dispute or claim arising out of or in connection with or relating to Part B of these Articles or the breach, termination or invalidity hereof, shall be in accordance with Clause 26 of the Shareholders Agreement.

20. **MISCELLANEOUS**

- (a) Indemnity. The Company and the Management Shareholders, shall jointly and severally, (referred to herein as the “**Indemnifying Party**”), indemnify and hold harmless each of the Investors, and each Investor's trustees, managers, officers, directors and employees (individually, an “**Indemnified Party**” and, collectively, the “**Indemnified Parties**”) from and against any and all losses to which any Indemnified Party may become subject, in so far as such losses arise out of, in any way relate to, or result from (i) any breach of any representation or warranty made by the Company and/or the Management Shareholders under Part B of these Articles; or (ii) the failure by the Company and/or the Management Shareholders to fulfil any covenant or condition contained in Part B of these Articles.

In order to bring an indemnity claim pursuant to this Article 21(a), the Indemnified Party shall give notice (“**Claim Notice**”) to the Indemnifying Party at the time of making such claim, which Claim Notice shall provide with reasonable specificity, to the extent that the Indemnified Party is aware of the same: (i) the amount and nature of such claim, (ii) a description of the Loss in respect of which such claim is sought to be made, and (iii) a description of the facts and circumstances on the basis of which such claim is sought to be made. Upon receipt of the Claim Notice, the Indemnifying Party shall have the right to cure, rectify or remedy the breach asserted in the Claim Notice within a period of 45 (forty five) days. Notwithstanding anything in this Article 21(a), to the extent that the breach as set forth in the Claim Notice is cured, rectified or remedied, the Indemnified Party shall not be entitled to seek any indemnity pursuant to this Article 21(a), except insofar as the loss to which such claim refers has been suffered by the Indemnified Party prior to such breach being cured, rectified or remedied or is suffered despite such cure, rectification or remedy.

- (b) Dividends received by the Investors from the Company shall be included in calculating the return or cash realization to the Investors under Article 5(c), Clause 7(a)(i) of the Shareholders Agreement and Article 12(a)(i).
- (c) Any breach of the Employment Agreements by Mr. Himanshu Gupta and/or Mr. Dinesh Kumar Jhunjhnuwala shall be considered as a breach of Part B of these Articles by the Management Shareholders.