

THE COMPANIES ACT, 1956
(COMPANY LIMITED BY SHARES)
ARTICLES OF ASSOCIATION
OF
FLEXITUFF VENTURES INTERNATIONAL LIMITED*

1. Table A not to Apply, but Company to be governed by these Articles.

- 1.1 No regulation contained in Table "A" in the First Schedule to Companies Act, 1956 and Companies Act, 2013 (as applicable) shall apply to this Company but the regulations for the Management of the Company and for the observance of the Members thereof and their representatives shall be as set out in the relevant provisions of the Companies Act, 1956 and Companies Act, 2013 (as applicable) and subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of or addition to its regulations by Special Resolution as prescribed by the said Companies Act, 1956 and Companies Act, 2013 (as applicable) be such as are contained in these Articles unless the same are repugnant or contrary to the provisions of the Companies Act, 1956 and Companies Act, 2013 (as applicable) or any re-enactment thereof.

2. DEFINITIONS AND INTERPRETATION

- 2.1 The following capitalised terms shall have the meanings set out in this Article 2 for the purposes of these Articles. Unless words or expressions contained in these regulations are not defined in these Articles they shall bear the same meaning as in the Act or any statutory modification thereof in force and if not defined therein to the Depositories Act.

"Act" shall mean the Companies Act, 1956, as amended, modified or re-enacted by the Companies Act, 2013 and any other enactment from time to time.

"Affiliate" of a Person shall mean (i) in the case of any 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 such first mentioned Person; and (ii) in the case of any Person that is a natural person, any other Person who is a Relative of such first mentioned Person and any Person (other than a natural person) that is Controlled by such first mentioned Person; provided that the Investors shall not be deemed to be an Affiliate of any Sponsors by reason of any investment in the Company.

"Annual General Meeting" means a General Meeting of the members held in accordance with Section 166 of the Companies Act, 1956;

"Applicable Laws" means all applicable:

- a) statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines or policies of any applicable country and/or jurisdiction (including the countries and jurisdictions in which any Investor, the Company and/or the Subsidiaries are incorporated and/or carry on any business or activities);
- b) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or governmental approvals of, or agreements with, any Governmental Authority or recognized stock exchange; and
- c) international treaties, conventions and protocols; as may be in force from time to time.

"Approvals" shall mean permission, approval, consent, license, order, decree, authorization, authentication of, or registration, qualification, designation, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation.

"Articles of Association" or "Articles" shall mean the Articles of Association of Flexituff Ventures International Limited;

Members of the Company approved following amendments to the Article of Association of the Company at 21st Annual General Meeting of the Company:-

-The definition of "The Act" be amended by replacing the words "The Companies Act, 1956" with "The Companies Act 2013 and Rules thereunder"

- Article 26.1 a): be amended by adding the following proviso: "Provided that the

Independent Directors of the Company shall not be eligible to retire by rotation."

- Reference to Section numbers under Companies Act, 1956 be deleted.

- The amount of fees given under various heads be replaced by "as given in the Act or as may be decided by the Board."

CERTIFIED TRUE-COPY

**The Company at its 25th Annual General Meeting dated 19th September, 2018 changed the name from "Flexituff International Limited to Flexituff Ventures International Limited"*

| |

For Flexituff Ventures International Limited


Authorised Signatory

"Auditors" means and includes persons appointed as such for the time being by the Company;

"Beneficial Owner" means the beneficial owner as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996.

"Board" or **"Board of Directors"** means a meeting of the Directors or a Committee thereof duly called and constituted, or as the case may be, the Directors assembled at a Board or through such other mode as may be approved under the Act or the Directors of the Company collectively.

"Board Meeting" means meeting of the Directors duly called and constituted or the requisite number of Directors entitled to pass a Circular Resolution;

"Business Day" means a day on which scheduled banks are open for normal banking transactions (including for dealings in foreign currency, deposits and exchange), other than a Saturday or Sunday, in (i) New York, (ii) Singapore, (iii) Mumbai, India and (iv) Indore, India.

"Buyout Offer" shall mean the TPG-Buyout Offer or the IFC-Buyout Offer, as the case may be;

"Capital" or **"Share Capital"** means the equity share capital for the time being raised or authorized to be raised for the purpose of the Company.

"Debenture" includes debenture-stock, bonds and any other securities of the Company whether constituting a charge on the assets of the Company or not;

"CCP" means Clearwater Capital Partners (Cyprus) Limited;

"Charter Documents" shall mean, collectively, the memorandum of association and Articles of Association of the Company, as amended from time to time.

"Claim" shall mean, in relation to a Person, any action, demand, legal action, claim, proceeding, suit, litigation, prosecution, mediation, arbitration whether civil, criminal, administrative or investigative, made or brought by or against the Person, however arising.

"Company" shall refer to Flexituff Ventures International Limited, a public limited company incorporated under the Companies Act, 1956;

"Control" including, with its correlative meanings, the terms "Controlled by" and "under common Control", means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of any entity, whether through (i) the ownership of more than 26% of the voting securities of such entity, (ii) the right to appoint at least 50% of the members of the board of directors of such entity, (iii) contract, or (iv) otherwise;

"Debenture Holders" mean persons and/or entities who are holding Debentures issued by the Company from time to time;

"Depository" means a company formed and registered under the Companies Act, 1956 (I of 1956) and which has been granted a certificate of registration under Section 12(1A) of the Securities Exchange Board of India Act, 1992 (15 of 1992);

"Directors" means the Directors for the time being of the Company or as the case may be the Directors assembled at a Board;

"Dispute" means any dispute that may arise between the Sponsors, Company, TPG and/or IFC, as applicable, in respect of the validity, interpretation, implementation or alleged breach of any provision of, or arising out of or in connection with, these Articles, which has not been resolved through discussions in accordance with the terms agreed between the Sponsors, Company, TPG and IFC;

"Dividend" means dividends that may be declared by the Company from time to time from its profits as per the provisions of the Act;

"Drag-Along Notice" shall mean the TPG-Drag Along Notice and/or the IFC-Drag Along Notice, as the context may require;

"Drag-Along Sale" shall mean the TPG-Drag Along Sale and/or the IFC-Drag Along Sale, as the context may require;

"Dragged Shareholder(s)" shall mean the TPG-Dragged Shareholder(s) and/or the IFC-Dragged Shareholder(s), as the context may require;

"Extraordinary General Meeting" means a General Meeting (other than an Annual General Meeting) of the Members duly called and constituted and any adjournment thereof;

"Encumbrance(s)" shall mean (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, 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 the Applicable Law, (ii) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favor of any Person, and (iii) any adverse claim as to title, possession or use;

"Equity Securities" means, with respect to the Company, the Company's equity capital, membership interests, or other ownership interests (including Equity Shares) and/or any options, warrants, convertible debentures, bonds (including foreign currency convertible bonds), convertible preference shares, loans or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, the Equity Shares (whether or not such securities are issued by the Company and whether or not then currently convertible, exercisable or exchangeable and whether with or without payment of additional consideration);

"Equity Shares" means the equity shares of the Company having a face value of Rs.10/- (Rupees Ten) each;

"ESOP Scheme" means the Company's Employees Stock Option Scheme, 2011 under which the maximum number of Equity Shares that may be issued pursuant to exercise of all options granted to participants is 1,075,000 (One Million and Seventy Five Thousand);

"Financial Year" shall have the meaning assigned thereto by Section 2(17) of the Companies Act, 1956;

"FIPB" shall mean the Foreign Investment Promotion Board, Department of Economic Affairs, Ministry of Finance, Government of India;

"Fully Diluted Basis" means that the calculation is to be made assuming that all Equity Securities issued by the Company are converted into Equity Shares of the Company (whether or not by their terms then currently convertible, exercisable or exchangeable), including without limitation employee stock options pursuant to the Employee Stock Option Scheme, warrants and any outstanding commitments to issue Equity Shares at a future date, whether on occurrence of an event or otherwise, have been so converted, exercised or exchanged into Equity Shares of the Company in accordance with the terms of their issuance;

"General Meeting" means a meeting of members;

"Governmental Authority" means any governmental or statutory authority, government department, agency, commission, board, tribunal or court or other entity authorized to make laws, rules or regulations or pass directions having or purporting to have jurisdiction or any state or other subdivision thereof or any municipality, district or other subdivision thereof having jurisdiction pursuant to the Applicable Laws, including but not limited to the SEBI, FIPB, Competition Commission of India and RBI;

"IFC Equity Subscription Date" shall mean December 24, 2013;

"IFC FCCBs" means the foreign currency convertible bonds of U.S.\$ 9,000,000 (Nine Million) in aggregate principal amount having a coupon rate of five point three four per cent (5.34%), which are issued to IFC by the Company;

"IFC Pledge Agreement" means the pledge agreement to be entered into by and among Kalani Industries Private Limited, Sanovi Trading Private Limited, Miscellani Global Private Limited and High Skey Properties Private Limited (as the pledgors) and IFC (as the pledgee);

"IFC Securities" shall mean the IFC Shares, IFC FCCBs and any Equity Shares issued upon the conversion of the IFC FCCBs and/or Equity Securities otherwise held by IFC from time to time; provided that the Equity Securities acquired by IFC and/or its Affiliates by way of a secondary purchase from any Person (other than *inter se* Transfer between IFC and its Affiliates of the IFC Securities) shall not be included in the IFC Securities;

"IFC Shares" shall mean 1,902,173 (one million, nine hundred and two thousand, one hundred and seventy three) Equity Shares issued by the Company to IFC on the IFC Equity Subscription Date;

"Investors" means collectively TPG Growth II SF Pte. Ltd, a company incorporated under the laws of Singapore ("TPG") and International Finance Corporation, an international organization established by Articles of Agreement among its member countries including India ("IFC"); and each of them shall individually be referred to as "Investor";

"Investor Securities" shall mean the TPG Securities and/or the IFC Securities, as the context may require;

"In writing" and **"Written"** include printing lithography and other modes of representing or reproducing words in a visible form;

"Losses" shall mean all direct losses, liabilities, obligations, demands, actions, fines, costs, expenses, royalties, damages (whether or not resulting from third party claims), including interests and penalties with respect thereto and out-of-pocket expenses, including attorneys' and accountants' fees and disbursements; provided that, notwithstanding the aforesaid, such proportion of losses, liabilities, obligations, demands, actions, fines, costs, expenses, royalties, damages etc. suffered by the Company shall be deemed to be the Losses suffered directly by each Investor, as is equal to the proportion that the shareholding of that Investor, calculated on a Fully Diluted Basis, bears to the entire shareholding of the Company calculated on a Fully Diluted Basis;

"Managing Director" means the Managing Director for the time being;

"Month" means a calendar month according to the English style;

"Objectionable Person" means a Person that IFC designates pursuant to or in accordance with Article 15.2 as objectionable due to reputational reasons and requirements of IFC policies;

"Office" means the registered office for the time being of the Company;

"Officer" includes any director, manager or secretary or any person in accordance with whose directions of instructions the Board or any one or more directors are accustomed to act;

"Ordinary Course of Business" means the ordinary course of business consistent with past practice, in accordance with sound and prudent business practices, and consistent with the Applicable Laws; provided that a series of two or more related transactions which taken together are not in the Ordinary Course of Business shall not be deemed to be in the Ordinary Course of Business;

"Ordinary Resolution" is a resolution passed by the shareholders by simple majority;

"Paid-up Capital" or "Capital Paid-up" includes capital credited as paid-up;

"Person" means any individual, sole proprietorship, association (including unincorporated association), unincorporated organization or joint venture, body corporate, corporation (including any non-profit corporation), company (including any limited liability company, joint stock company or joint venture), general partnership, limited partnership, limited liability partnership, estate, trust, firm, Governmental Authority or any other enterprise or other entity (whether or not having separate legal personality);

"Prohibited Persons" shall have the meaning set forth in Article 15.1.7;

"Proxy" means A written authorization given by a shareholder for someone else, to cast their vote at a shareholders meeting;

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

"Register" means all the register's to be kept in pursuant to the Act;

"Registrar" means the Registrar of Companies with whom the Company is registered for the time being;

"Relative" shall have the meaning ascribed to it in the Act;

"Seal" means the common seal for the time being of the Company;

"SEBI" shall mean the Securities and Exchange Board of India;

"SEBI ICDR Regulations" means SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 and shall include any other statutory amendment or re-enactment thereto;

"Secretary" means an individual appointed by the Board to perform the duties of a Company Secretary and includes a temporary or Assistant Company Secretary;

"Security" means such security as may be specified by SEBI from time to time;

"Shares" means the share in the share capital of the Company and includes stock except where a distinction between stock and share is expressed or implied;

"Shareholder" or 'member' means the duly registered holder, from time to time of the shares of the Company and includes the subscribers to the Memorandum of Association of the Company and also every person holding Equity Shares and/or Preference Shares of the Company as also one whose name is entered as a beneficial owner of the shares in the records of a Depository;

"Special Resolution" shall have the meaning assigned to it under the Act;

"Sponsors/Sponsor Entities" means each of the following entities, and any other entity or Person that may be agreed in writing between the Investors and the Company (hereinafter collectively referred to as the "Sponsors" and individually as "Sponsor");

- a) Kalani Industries Private Limited ("KIPL")
- b) Sanovi Trading Private Limited ("STPL")
- c) Miscellani Global Private Limited ("MGPL")
- d) High Skey Properties Private Limited ("HSPPL")

"Sponsor Offer" shall mean the TPG-Sponsor Offer or the IFC-Sponsor Offer, as the context may require;

"Sponsor Securities" shall mean the TPG-Dragged Securities and/or the IFC-Dragged Securities, as the context may require;

"Stock Exchanges" shall mean BSE Limited, the National Stock Exchange of India Limited and/or any other recognized stock exchange on which any Equity Securities of the Company are listed;

"Subsidiaries" means subsidiaries (as defined under Applicable Law) of the Company, and includes (i) Nanofil Technologies Private Limited, India, (ii) Flexiglobal Holdings Limited, Cyprus, (iii) Flexiglobal (UK) Limited, United Kingdom, and (iv) Lakshmi Incorporated, USA;

"These presents" or the Company's regulations or "The Regulations of the Company" or the "Articles" means these Articles of Association as originally framed or altered from time to time and include the Memorandum of Association where the context so required;

"Third Person Acquirer" shall mean the TPG-Drag Acquirer and/or the IFC-Drag Acquirer, as the context may require;

"TPG Completion Date" means March 15, 2013;

"TPG FCCBs" means the foreign currency convertible bonds of U.S.\$25,000,000 in aggregate principal amount having a coupon rate of 5.44%, which are issued to TPG by the Company;

"TPG Pledge Agreement" means the pledge agreement dated March 18, 2013 entered into by and among KIPL, MGPL and STPL (as the pledgors) and TPG (as the pledgee);

"TPG Securities" shall mean the TPG Subscription Shares, TPG FCCBs and any Equity Shares issued upon the conversion of the TPG FCCBs and/or Equity Securities otherwise held by TPG and / or its Affiliates from time to time; provided that the Equity Securities acquired by TPG and/or its Affiliates by way of a secondary purchase from any Person (other than *inter se* Transfer between TPG and its Affiliates of TPG Securities) shall not be included in the TPG Securities;

"TPG Subscription Shares" shall mean the 1,227,273 (one million two hundred and twenty seven thousand two hundred and seventy three) Equity Shares issued by the Company to TPG on the TPG Completion Date; and

"Transfer" means (i) when used as a verb, to sell, assign, dispose of, exchange, pledge, create an Encumbrance on, hypothecate or otherwise transfer beneficial ownership of any securities (including any Equity Securities) or any participation or interest in any of the foregoing, whether directly or indirectly, or agree or commit to do any of the foregoing, and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, and exchange, pledge, creation of Encumbrance, hypothecation, or other transfer of beneficial ownership of such securities (including any Equity Securities) or any participation or interest in any of the foregoing or any agreement or commitment to do any of the foregoing; and **"Transferred"** and **"Transfer-ring"** shall have the corresponding meanings.

2.2 Interpretations:

- a) Words importing the masculine gender also include the feminine gender.

- b) Words importing the singular number include where the context admits or requires the plural number and vice versa.
- c) The heading and subheadings in these Articles are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extend or intent of this Article or any provision hereof in any manner whatsoever.
- d) The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".
- e) Unless the context otherwise requires, (a) all references to Clauses, are to Clauses of these Articles; and (b) the terms "herein", "hereof", "hereunder" and words of similar import refer to these Articles as a whole.
- f) All references in these Articles to statutory provisions shall be construed as meaning and including references to any statutory modification, consolidation or reenactment thereof.
- g) Unless the context otherwise requires, references to any consent, waiver, agreement or election given or made by the Investors shall mean such consent, waiver, agreement or election (or exercise of an option) given or made by each of the Investor severally (and not jointly).

3. CAPITAL

3.1 Authorized Capital

- a) The Authorized share capital of the Company shall be such amount as may be mentioned in Clause V of Memorandum of Association of the Company from time to time.
- b) The minimum paid up Share capital of the Company shall be Rs. 5,00,000/- or such other higher sum as may be prescribed in the Act from time to time.

3.2 Increase of capital by the company and how carried Into effect

The Company in General Meeting may, from time to time, by an ordinary resolution increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. Subject to the provisions of the Act, any shares of the original or increased capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the General Meeting, resolving upon the creation thereof, shall direct, and if no direction be given, as the Directors shall determine and in particular, such shares may be issued with a preferential or qualified right to dividends, and in the distribution of the assets of the Company and with a right of voting at General Meetings of the Company in conformity with Section 87 of the Companies Act, 1956. Whenever the Capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of the Act.

3.3 New Capital same as existing capital

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

3.4 Power to issue Shares/Securities Preference shares

Subject to the provisions of the Act and these Articles, the shares/securities (whether Equity or Preference) shall be under the control of the Directors who may allot, forfeit or otherwise dispose of the same to such persons, on such terms and conditions and at such times as Directors think fit either at premium or at par or at discount, and with full power to give any person the option to call for or be allotted shares of any class of the company either at premium or at par or at discount, such option being exercisable at such times and for such consideration as the Board thinks fit.

Further, subject to the provisions of the Act and these Articles, the Directors may allot and issue shares in the capital of the Company as payment or part payment for any property (including goodwill of any business) sold or transferred, or for services rendered to the Company either in or about the formation or promotion of the Company or the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than in cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares as aforesaid.

3.5 Provisions to apply on issue of Redeemable Preference Shares

On the issue of Redeemable Preference Shares under the provision of Article 3.5 hereof the following provisions shall take effect:-

- a) No such shares shall be redeemed except out of profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of redemption.
- b) No such shares shall be redeemed unless they are fully paid.
- c) The premium, if any, payable on redemption shall have been provided for out of the profits of the Company or out of the Company's share premium account before the shares are redeemed.
- d) Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall, out of the profits which would otherwise have been available for dividend, be transferred to a reserve fund, to be called "The Capital Redemption Reserve Account" a sum equal to the nominal amount of the shares re-deemed and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in Section 80 of the Companies Act, 1956 apply as if the Capital Redemption Reserve Account were paid up share capital of the Company.

Subject to the provisions of Section 80 of the Companies Act, 1956, the redemption of Preference Shares hereunder may be effected in accordance with the terms and conditions of their issue and in the absence of any specific terms and conditions in that behalf, in such manner as the Directors may think fit.

3.6 Issue of sweat equity shares

- 1) The Company may exercise the powers of issuing sweat equity shares conferred by Section 78 of the Companies Act, 1956 of a class of shares already issued subject to the following conditions:
 - a) the issue of sweat equity shares is authorised by a special resolution passed by the Company in general meeting;
 - b) the resolution specifies the number of shares, their value and the class or classes of directors or employees to whom such equity shares are to be issued; and
 - c) not less than one year has at the date of issue elapsed since the date on which the Company was entitled to commence business.
- 2) Subject to the provisions of Section 79A Companies Act, 1956 and other applicable provisions of the Act and the Rules made thereunder, the Company may issue Sweat Equity Shares if such issue is authorised by a Special Resolution passed by the Company in the general meeting. The Company may also issue shares to employees including its Directors, under ESOP Scheme or any other scheme, if authorised by a Special Resolution of the Company in general meeting subject to the provisions of the Act and the Rules and applicable guidelines made thereunder, by whatever name called.

3.7 Assignment of Debenture

Debentures, Debentures-stock, bonds or other security may be assignable by the holder of such instrument free from any equities between the Company and the person to whom the same may be issued

3.8 Buy-back

- a) Pursuant to Section 77A of the Companies Act, 1956, the Company may purchase its own shares or other specified securities out of its free reserves or out of its securities premium account or out of the proceeds of an earlier issue other than fresh issue of shares made specifically for buy-back purposes by passing a special resolution in the general meeting of the Company.
- b) Notwithstanding anything contained in these Articles, the Board of Directors may, when and if thought fit, buy-back such of the Company's own shares or securities, subject to such limits, upon such terms and conditions and subject to such approvals, as may be permitted under Section 77A of the Companies Act, 1956 and the applicable guidelines and regulations that may be issued in this regard.

3.9 Reduction of share capital

The Company may from time to time by Special Resolution reduce its share capital in the manner Authorised by law and in particular may pay off any paid-up share capital upon the footing that it may be called up again or otherwise and may if and so far as is necessary alter its Memorandum by reducing the amount of its share capital and of its shares accordingly.

3.10 Shares with different voting right

The Company may from time to time by Special Resolution issue such shares which may have different voting rights depending upon the class of shares issued by the Company.

3.11 Conversion of loan to shares

Subject to the approval of the Shareholders, the Company may convert loans to issue shares of the

Company. 3.12 Acceptance of shares

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

3.13 Restriction on allotment

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

3.14 Issue of share warrants

The Company may issue share warrants subject to and in accordance with the Act, and accordingly, the Board may in its discretion, with respect to any share which is fully paid up on an application in writing signed by the person registered as holder of the share, and authenticated by such evidence (if any) as the Board may from time to time require as to the identity of the persons 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.

4. CONSOLIDATION, DIVISION AND SUB-DIVISION

4.1 Consolidation, division and Subdivision of Shares

Subject to the provisions of the Act, the Company in general meeting may, from time to time, sub-divide or consolidate all or any of the share capital into shares of larger amount than its existing share or sub-divide its shares, or any of them into shares of smaller amount than is fixed by the Memorandum; subject nevertheless, to the provisions of clause (d) of sub-section (I) of Section 94; and the resolution whereby any share is sub-divided, may determine that, as between the holders of the share resulting from such sub-division one or more of such shares shall have some preference or special advantage as regards dividend, capital or otherwise over or as compared with the others or other. Subject as aforesaid the Company in general meeting may also cancel shares which 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.

5. MODIFICATION OF CLASS RIGHTS

5.1 Modification of Rights

If at any time the share capital, by reason of the issue of Preference Shares or otherwise is divided into different classes of shares, all or any of the rights privileges shares, all or any of the rights privileges attached to any class (unless otherwise provided by the terms of issue of the shares of the class) may, subject to the provisions of Section 106 and 107 of the Companies Act, 1956 and whether or not the Company is being wound-up, be varied, modified or dealt, with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the shares of that class. The provisions of these Articles relating to general meetings shall mutatis mutandis apply to every such separate class of meeting.

5.2 New issue of Shares not to affect rights attached to existing shares of that class

The rights conferred upon the holders of the Shares (including Preference Share, if any) of any class issued with preferred or other rights or privileges shall, unless otherwise expressly provided by the terms of the issue of shares of that class, be deemed not to be modified, commuted, affected, abrogated, dealt with or varied by the creation or issue of further shares ranking *pari passu* therewith.

5.3 Shares at the Disposal of the Directors

Subject to the provisions of Section 81 of the Companies Act, 1956 and these Articles, the shares in the capital of the company for the time being shall be under the control of the Directors who may issue, allot or

otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provision of Section 79 of the Companies Act, 1956) at a discount and at such time as they may from time to time think fit and with the sanction of the company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the company on payment in full or part of any property sold and transferred or for any services rendered to the company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the company in the General Meeting.

5.4 Further Issue of Shares

- 1) Subject to the provisions of these Articles, where at any time after the expiry of two years from the formation of the company or at any time after the expiry of one year from the allotment of shares in the company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the company by allotment of further shares then:
 - a) such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the company, in proportion, as nearly as circumstances admit, to the capital paid up on those shares at that date;
 - b) such offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less than thirty days from the date of the offer within which the offer if not accepted, will be deemed to have been declined;
 - c) 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 favor of any other person and the notice referred to in sub clause (b) shall contain a statement of this right;
 - d) 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 of Directors may dispose off them in such manner as they think most beneficial to the company.
- 2) Notwithstanding anything contained in sub-clause (1) the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub-clause (1) hereof) in any manner whatsoever:
 - a) if a special resolution to that effect is passed by the company in General Meeting, or
 - b) where no such resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote, if any, of the Chairman) by members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the company.
- 3) Nothing in sub-clause (c) of (1) hereof shall be deemed:
 - a) to extend the time within which the offer should be accepted; or
 - b) to authorize any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
- 4) 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 by the company:
 - (i) to convert such debentures or loans into shares in the company; or
 - (ii) to subscribe for shares in the company.

PROVIDED THAT the terms of 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 Rules, if any, made by that Government in this behalf; and

b) in the case of debentures or loans 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 debenture or raising of the loans.

5) In addition to and without derogating from the powers for that purpose conferred on the Board under Article 5.2 the Company in General Meeting may, subject to the provisions of Section 81 of the Companies Act, 1956, determine that any shares (whether forming part of the original capital or of any increased capital of the company) shall be offered to such persons (whether members or not) in such proportion and on such terms and conditions and either (subject to compliance with the provisions of Section 78 and 79 of the Act) at a premium or at par or at a discount as the meeting shall determine and with full power to give any person (whether a member or not) the option of any class of the Company either (subject to compliance with the provisions of Section 78 and 79 of the Act) at a premium or at par or at a discount such option being exercisable at such time and for such consideration as may be directed by such General Meeting or the Company in General Meeting may make any other provision whatsoever for the issue, allotment or disposal of any shares.

5.5 Shares should be numbered progressively and no share to be subdivided

The shares in the capital shall be numbered progressively according to their several denominations, and except in the manner hereinbefore mentioned no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

5.6 Acceptance of Shares

An application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any share 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 shall for the purposes of these Articles, be a Member.

5.7 Directors may allot Shares as fully paid-up

Subject to the provisions of the Act and these Articles, the Directors may allot and issue shares in the Capital of the Company as payment or part payment for any property (including goodwill of any business) sold or transferred, goods or machinery supplied or for services rendered to the Company either in or about the formation or promotion of the Company or the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than in cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares as aforesaid.

5.8 Deposit and call etc. to be a debt payable Immediately

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 become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him, accordingly.

5.9 Liability of Members

Every Member, or his heirs, executors, administrators, or legal representatives, 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 Company's regulations, require on date fixed for the payment thereof.

5.10 Registration of Shares

Shares may be registered in the name of any limited company or other corporate body but not in the name of firm, an insolvent person or a person of unsound mind.

6. CERTIFICATES

6.1 Limitation of Time for Issue of Certificates

a) Every member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors so 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 three months

from the date of allotment, unless the conditions of issue thereof otherwise provide, or within two months of the receipt of application for registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the seal of the company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid up thereon and shall be in such form as the directors may prescribe and approve, provided that 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 one of several joint holders shall be sufficient delivery to all such holder. Such certificate 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 coupons of requisite value, save in cases of issues against letter of acceptance or of renunciation or in cases of issue of bonus shares. Every such certificate shall be issued under the seal of the Company, which shall be affixed in the presence of two Directors or persons acting on behalf of the Directors under a duly registered power of attorney and the Secretary or some other person appointed by the Board for the purpose and two Directors or their attorneys and the Secretary or other person shall sign the share certificate, provided that if the composition of the Board permits of it, at least one of the aforesaid two Directors shall be a person other than a Managing or a whole-time Director. 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.

- b) Any two or more joint allottees of shares shall, for the purpose of this Article, be treated as a single member, and the certificate of any shares which may be the subject of joint ownership, may be delivered to anyone of such joint owners on behalf of all of them. For any further certificate the Board shall be entitled, but shall not be bound, to prescribe a charge not exceeding Rupee One. The Company shall comply with the provisions of Section 113 of the Companies Act, 1956.
- c) 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.

6.2 Issue of new certificates in place of one defaced, lost or destroyed

If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, being given, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every Certificate under the Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs. 2/- for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

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

The provisions of this Article shall mutatis mutandis apply to debentures of the Company. This Article shall be in accordance with the procedures set out under the Act and rules prescribed thereunder.

6.3 The first named Joint holder deemed sole holder

If any share stands in the names of two or more persons, the person first named in the Register shall as regard receipts of dividends or bonus or service of notices and all or any other matter connected with the Company except voting at meetings, and the transfer of the shares, be deemed sole holder thereof but the joint-holders of a share shall be severally as well as jointly liable for the payment of all calls and other payments due in respect of such share and for all incidentals thereof according to the Company's regulations.

6.4 Maximum number of Joint holders

The Company shall not be bound to register more than three persons as the joint holders of any share. Except as ordered by a Court of competent jurisdiction or as by law required, the Company shall not be bound to recognize any equitable, contingent, future or partial interest in any share, or (except only as is by these

Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto, in accordance with these Articles, in the person from time to time registered as the holder thereof but the Board shall be at liberty at its sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.

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

Particulars of all duplicate share certificates issued by the Company shall be recorded in the Renewed and Duplicate Certificate registered in accordance with the provisions of the Act.

7. UNDERWRITING AND BROKERAGE

7.1 Subject to the provisions of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing, to subscribe (whether absolutely or conditionally) for any shares or debentures in the Company, or procuring, or agreeing to procure subscriptions (whether absolutely or conditionally) for any shares or debentures in the Company but so that the commission shall not exceed the maximum rates laid down by the Act and the rules made in that regard. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or partly in one way and partly in the other.

7.2 The Company may pay on any issue of shares and debentures such brokerage as may be reasonable and lawful.

8. INTEREST OUT OF CAPITAL

8.1 Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any work or building the provision of any plant, or onshore or offshore rigs, which cannot be made profitable for a lengthy period, the Company may pay interest on so much of that share capital at a rate and subject to the conditions and restrictions provided by Section 208 of the Companies Act, 1956 and may charge the same to capital as part of the cost of construction of the work or building, or the provision of plant.

9. CALLS

9.1 Directors may make calls

1) 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 a circular resolution, make such calls as it thinks fit, upon the Members in respect of all the moneys unpaid on the shares held by them respectively and each Member shall pay the amount of every call so made on him to the persons and at the time and places appointed by the Board.

2) A call may be provoked or postponed at the discretion of the Board.

3) A call may be made payable by installments.

9.2 Notice of Calls

Fifteen days' notice in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid.

9.3 Calls to date from resolution

A call be deemed to have been made at the time when the resolution of the Board of Directors authorising such call was passed and may be made payable by the members whose names appear on the Register of Members on such date or at the discretion of the Directors on such subsequent date as may be fixed by Directors.

9.4 Calls on uniform basis

Whenever any calls for further share capital are made on shares, such calls shall be made on uniform basis on all shares falling under the same class. For the purposes of this Article shares of the same nominal value of which different amounts have been paid up shall not be deemed to fall under the same class.

9.5 Directors may extend time

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 members who on account of the resident at a distance or other cause, which the Board may deem fairly entitled to such extension, but no member shall be entitled to such extension save as a matter of grace and favour.

9.6 Calls to carry Interest

If any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board not exceeding 21% per annum but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member.

9.7 Sums deemed to be calls

If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by installments at fixed time (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 Directors and of which due notice has been given and all the provisions herein contained in respect of calls shall apply to such amount or installment accordingly.

9.8 Proof on trial of Suit for money due on shares

On the trial or hearing of any action or suit brought by the Company against any Member or his 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 Member in respect of whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder, at or subsequent to the date at which the money is sought to be recovered is alleged to have become due on the share in respect of which such money is sought to be recovered in the Minute Books: and that notice of such call was duly given to the Member or his representatives used in pursuance of these Articles: and that 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 was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

9.9 Judgment, decree, partial payment not to proceed for forfeiture

Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereunder nor the receipt by the Company of a portion of any money which shall from time to time be due from any Member of 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 forfeiture of such shares as hereinafter provided.

9.10 Payments in anticipation of call may carry interest

- a) The Directors may, if they think fit, subject to the provisions of Section 92 of the Companies Act, 1956, agree to and receive from any Member willing to advance the same, whole or any part of the moneys due upon the shares held by him beyond the sums, actually called for, and upon the amount so paid or satisfied in advance, or so much thereof, as from time to time exceeds the amount of the calls then made upon the shares in respect of such advance has been made, the company may pay interest at such rate, as the member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced.
- b) The Members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.

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

10. LIEN

10.1 Company's lien on Shares/ Debentures

The Company shall have a first and paramount lien upon all the shares/ debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect and such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed the registration of a transfer of 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.

10.2 As to enforcing lien by sale

For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they shall think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member or the person (if any) entitled by transmission to the shares and default shall have been made by him in payment, fulfilment of discharge of such debts, liabilities or engagements for seven days after such notice. To give effect to any such sale the Board may authorize some person to transfer the shares sold to the purchaser thereof and purchaser shall be registered as the holder of the shares comprised in any such transfer. Upon any such sale as the Certificates in respect of the shares sold shall stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new Certificate or Certificates in lieu thereof to the purchaser or purchasers concerned.

10.3 Application of proceeds of sale

The net proceeds of any such 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 lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

11. FORFEITURE AND SURRENDER OF SHARES

11.1 If call or installment not paid, notice may be given

If any Member fails to pay the whole or any part of any call or installment or any moneys due to in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same, the Directors may, at any time thereafter, during such time as the call or installment or any part thereof or other moneys as aforesaid remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such Member or on the person (if any) entitled to the shares by transmission, requiring him to pay such call or installment of such part thereof or other moneys as remain unpaid together with any interest that may have accrued and all reasonable expenses (legal or otherwise) that may have been accrued by the Company by reason of such non-payment. Provided that no such shares shall be forfeited if any moneys shall remain unpaid in respect of any call or installment or any part thereof as aforesaid by reason of the delay occasioned in payment due to the necessity of complying with the provisions contained in the relevant exchange control laws or other applicable laws of India, for the time being in force. It is clarified that that the Company shall not have a right to forfeit fully paid up equity shares.

11.2 Terms of notice

The notice shall name a day (not being less than fourteen days from the date of notice) and a place or places on and at which such call or installment and such interest thereon as the Directors shall determine from the day on which such call or installment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that, in the event of the non-payment at or before the time and at the place or places appointed, the shares in respect of which the call was made or installment is payable, will be liable to be forfeited.

11.3 On default of payment, shares to be forfeited

If the requirements of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given, may at any time thereafter but before payment of all calls or installments, interest and expenses, due in respect thereof, be forfeited by resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.

11.4 Notice of forfeiture to a Member

When any shares have been forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof shall forthwith be made in the Register of Members.

11.5 Forfeited shares to be property of the Company and may be sold etc

Any shares so forfeited, shall be deemed to be the property of the Company and may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board in their absolute discretion shall think fit.

11.6 Members still liable to pay money owing at time of forfeiture and interest

Any Member whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment, at such rate as the Board may determine and the Board may enforce the payment of the whole or a portion thereof as if it were a new call made at the date of the forfeiture, but shall not be under any obligation to do so.

11.7 Effect of forfeiture

The forfeiture shares shall involve extinction at the time of the forfeiture, of all interest in all claims and demand against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.

11.8 Evidence of Forfeiture

A declaration in writing that the declarant is a Director or Secretary of the Company and that shares in the Company have been duly forfeited in accordance with these articles 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 shares.

11.9 Title of purchaser and allottee of forfeited shares

The Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof and the person to whom such share is sold, re-allotted or disposed of may be registered as the holder of the share and he shall not be bound to see to the application of the consideration: if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the shares.

11.10 Cancellation of share Certificate in respect of forfeited shares

Upon any sale, re-allotment or other disposal under the provisions of the preceding Article, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons entitled thereto.

11.11 Forfeiture may be remitted

In the meantime and until any share so forfeited shall be sold, re-allotted, or otherwise dealt with as aforesaid, the forfeiture thereof may, at the discretion and by a resolution of the Directors, be remitted as a matter of grace and favour, and not as was owing thereon to the Company at the time of forfeiture being declared with interest for the same unto the time of the actual payment thereof if the Directors shall think fit to receive the same, or on any other terms which the Director may deem reasonable.

11.12 Surrender of shares

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

12. TRANSFER AND TRANSMISSION OF SHARES

12.1 Execution of the instrument of shares

- a) The instrument of transfer of any share in or debenture of the Company shall be executed by or on behalf of both the transferor and transferee.
- b) The transferor shall be deemed to remain a holder of the share or debenture until the name of the transferee is entered in the Register of Members or Register of Debenture holders in respect thereof.

12.2 Common form of Transfer

The instrument of transfer shall be in writing, duly stamped and all the provisions of Section 108 of the Companies Act, 1956 and statutory modifications thereof for the time being shall be duly complied with in respect of all transfers of shares and registration thereof.

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

The Company shall not register a transfer in the Company unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name,

address and occupation if any, of the transferee, has been delivered to the Company along with the certificate relating to the shares or if no such share certificate is in existence along with the letter of allotment of the shares: Provided that where, on an application in writing made to the Company by the transferee and bearing the stamp, required for an instrument of transfer, it is proved to the satisfaction of the Board of Directors that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost, the Company may register the transfer on such terms as to indemnity as the Board may think fit, provided further that nothing in this Article shall prejudice any power of the Company to register as shareholder any person to whom the right to any shares in the Company has been transmitted by operation of law. Upon being satisfied with the transfer instruments submitted to the Company, the Company shall record such transfer in the Register of Transfer maintained by the Company and make appropriate noting in the Register of Members.

12.4 Directors may refuse to register transfer

Subject to the provisions of Act, Section 22A of the Securities Contracts Regulation Act, 1956, and Articles 15 to 19 of these Articles, the Directors may, at their own absolute and uncontrolled discretion and by giving reason, 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 circumstance that the proposed transferee is already a member of the Company but in such cases, the Directors shall within one month from the date on which the instrument of transfer was lodged with the Company, send to the transferee and transferor notice of the refusal to register such transfer provided that registration of 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 or any account whatsoever except when the company has a lien on the shares. However, no transfer of shares/debentures shall be refused on the ground of them not being held in marketable lots.

12.5 Endorsement of Transfer

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

12.6 Notice of refusal to be give to transferor and transferee

If the Company refuses to register the transfer of any share or transmission of any rights therein, the Company shall within one month from the date on which the instrument of transfer or intimation of transmission was lodged with the Company, send notice of refusal to the transferee and transferor or to the person giving intimation of the transmission, as the case may be, and there upon the provisions of the Act or any statutory modification thereof for the time being in force shall apply.

12.7 No fee on transfer or transmission

No fee shall be charged for registration of transfer, transmission, probate, succession certificate and Letters of administration, Certificate of Death or Marriage, Power of Attorney or similar other document.

12.8 Closure of Register of Members

Subject to the provisions of the Act, the registration of transfers may be suspended at such times and for such periods as the Board may, from time to time, determine.

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year or any statutory modification thereof.

12.9 Custody of transfer Deeds

The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All instruments of transfer which the Directors may decline to register shall on demand be returned to the persons depositing the same. The Directors may cause to be destroyed all the transfer deeds with the Company after such period as they may determine.

12.10 Application for transfer of partly paid shares

Where an application of transfer relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the receipt of the notice.

12.11 Notice to transferee

For this purpose the notice to the transferee shall be deemed to have been duly given if it is dispatched by prepaid registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been duly delivered at the time at which it would have been delivered in the ordinary course of post.

12.12 Recognition of legal representative

- a) On the death of a Member, the survivor or survivors, where the Member was a joint holder, and his legal representatives where he was a sole holder, shall be the only person recognized by the Company as having any title to his interest in the shares.
- b) Before recognizing any executor or administrator or legal representative, the Board may require him to obtain a Grant of Probate or Letters Administration or other legal representation as the case may be, from some competent court in India.

Provided nevertheless that in any case where the Board in its absolute discretion thinks fit, it shall be lawful for the Board to dispense with the production of Probate or letter of Administration or such other legal representation upon such terms as to indemnify or otherwise, as the Board in its absolute discretion, may consider adequate.

- c) Nothing in clause (a) above shall release the estate of the deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

12.13 Registration of persons entitled to share otherwise than by transfer (transmission clause)

Subject to the provisions of the Act and these Articles, any person becoming entitled to any share in consequence of the death, lunacy, bankruptcy, insolvency of any member or by any lawful means other than by a transfer in accordance with these presents, may, with the consent of the Directors (which they 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 this title as the Director shall require either be registered as member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as Member in respect of such shares; provided nevertheless that if such person shall elect to have his nominee registered he shall testify his election by executing in favour of his nominee as instrument of transfer in accordance so he shall not be freed from any liability in respect of such shares. This Article is hereinafter referred to as the 'Transmission Clause'.

12.14 Refusal to register nominee

Subject to the provisions of the Act and these Articles, the Directors shall have the same right to refuse register a person entitled by the transmission to any shares or his nominee as if he were the transferee named in any ordinary transfer presented for registration.

Board may require evidence of transmission

Every transmission of a share shall be verified in such manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or until or unless an indemnity be given to the Company with regard to such registration which the Directors at their discretion shall consider sufficient, provided nevertheless that there shall not be any obligation on the Company or the Directors to accept any indemnity.

12.15 Company not liable for disregard of a notice prohibiting registration of transfer

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 or Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares notwithstanding that the Company may have had 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 require to regard or attend or give effect to any notice which may be given to them 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 Directors shall so think fit.

12.16 Form of transfer outside India

In the case of any share registered in any register maintained outside India the instrument of transfer shall be in a form recognized by the law of the place where the register is maintained but subject thereto shall be as near to the form prescribed in Article 12.1 hereof as circumstances permit.

12.17 No transfer to insolvent etc

No transfer shall be made to any infant, insolvent or person of unsound mind except fully paid shares through a legal guardian.

13. NOMINATION

13.1 Nomination

- i) Notwithstanding anything contained in the articles, every holder of shares or debentures of the Company may, at any time, nominate a person in whom his/her shares or debentures shall vest in the event of his/her death and the provisions of Section 109 A and 109 B of the Companies Act, 1956 shall apply in respect of such nomination.
- ii) No person shall be recognized by the Company as a nominee unless an intimation of the appointment of the said person as nominee has been given to the Company during the lifetime of the holder(s) of the shares or debentures of the Company in the manner specified under Section 109A of the Companies Act, 1956
- iii) The Company shall not be in any way responsible for transferring the shares and/or debentures consequent upon such nomination.
- iv) If the holder(s) of the shares or debentures survive(s) nominee, then the nomination made by the holder(s) shall be of no effect and shall automatically stand revoked.

13.2 Transmission of Securities by nominee

A nominee, upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either:-

- i) to be registered himself as holder of the share or debenture, as the case may be; or
- ii) to make such transfer of the share or debenture, as the case may be, as the deceased shareholder or debentureholder, could have made;
- iii) If the nominee elects to be registered as holder of the share or debenture, himself, as the case may be, he shall deliver or send to the Company, a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased shareholder or debenture holder as the case may be;
- iv) a nominee shall be entitled to the same dividends and other advantages to which he would be entitled to, if he were the registered holder of the share or debenture except that he shall not, before being registered as a member in respect of his share or debenture, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

Provided further that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share or debenture, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable or rights accruing in respect of the share or debenture, until the requirements of the notice have been complied with.

14. DEMATERIALIZATION OF SECURITIES

14.1 Dematerialization of Securities

For the purpose of this Article, unless the context otherwise requires:

A. Definitions:

In the following Article, Depositories Act, Beneficial Owner, Depository, SEBI, Security, Shareholder or member shall mean and include Depositories Act, Beneficial Owner, Depository, SEBI, Security, Shareholder or member as defined in the definition portion.

B. Dematerialization/ Rematerialisation of Securities:

Notwithstanding anything contained in these Articles, the company shall be entitled to dematerialize or rematerialize its shares, debentures and other securities (both existing and future) held by it with the Depository and to offer its shares, debentures and other securities for subscription in a dematerialized form pursuant to the Depositories Act and the Rules framed thereunder, if any;

C. Option for Investors:

Every person subscribing to securities offered by the Company shall have the option to receive the security certificates or to hold securities with a Depository. Such a person who is the beneficial owner of the securities can at any time opt out of a Depository, if permitted by law, in respect of any security in the manner provided by the Depositories Act and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificates of securities.

Where a person opts to hold his security with a Depository, the Company shall intimate such Depository the details of allotment of the security, and on receipt of such information, the Depository shall enter in its record the name of the allottee as the beneficial owner of the security;

D. Securities in Depositories to be in fungible form:

All securities held by a Depository shall be dematerialized and shall be in a fungible form. Nothing contained in Sections 153, 153A, 153B, 187A, 187B, 187C and 372A of the Companies Act, 1956 of the Act shall apply to a Depository in respect of the securities held by it on behalf of the beneficial owners;

E. Rights of Depositories and 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 security on behalf of the beneficial owner;
- ii) Save as otherwise provided in (i) above, the Depository as a registered owner of the Securities shall not have any voting rights or any other right in respect of the securities held by it;
- iii) Every person holding securities of the Company and whose name is entered as a beneficial owner in the records of the Depository shall be deemed to be a member of the Company. The beneficial owner of the securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities held by a Depository.

F. Service of information:

Notwithstanding anything to the contrary contained in these Articles, where the 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 and discs.

G. Transfer of Security:

If a beneficial owner seeks to opt out of a Depository in respect of any security, the beneficial owner shall inform the Depository accordingly. The Depository shall, on receipt of the intimation as above, make appropriate entries in its record and shall inform the Company accordingly.

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

H. Section 83 and 108 of the Companies Act, 1956 not apply:

- i) Section 83 of the Companies Act, 1956 shall not apply to the shares with a Depository;
- ii) Section 108 of the Companies Act, 1956 shall not apply to transfer of security effected by the transferor and the transferee both of whom are entered as beneficial owners in the records of a Depository.

I. Register and Index of beneficial owners:

The Register and Index of Beneficial Owner, maintained by a Depository under Section 11 of the Depositories Act shall be deemed to be the Register and Index of Members and Security holders as the case may be for the purposes of these Articles.

J. Intimation to Depository:

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

K. Stamp duty on securities held in dematerialization form:

No stamp duty would be payable on shares and securities held in dematerialized form in any medium as may be permitted by law including any form of electronic medium.

L. Applicability of the Depositories Act:

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

M. Company to recognize the rights of registered Holders as also the beneficial Owners in the records of the Depository:

Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share, as also the Beneficial Owner of the shares in records of the Depository as the absolute owner thereof as regards to receipt of dividend or bonus or service of notices and all or any other matters connected with the Company and accordingly, the Company shall not except as ordered by a Court of competent jurisdiction or as by law required be bound to recognize any benami trust or equity or equitable, contingent or other claim to or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof.

15. NON DISPOSAL

15.1 Restrictions on Transfer

15.1.1 Any direct or indirect Transfer of any Equity Securities in the Company or any legal or beneficial interest therein, by the Sponsors, shall be made only in compliance with this Article, or, if such Transfer is not in compliance with this Article, only pursuant to the receipt of a written waiver from each of the Investors hereto, waiving the applicability of the provisions of this Article in relation to such Transfer. It is acknowledged by the Sponsors that the Transfer restrictions contained in these Articles shall not be breached or indirectly circumvented in any manner. Any Transfer amongst the Sponsors *inter se* (and not to any other Persons including to their respective Affiliates) may be made at any time without compliance with the provisions of this Article 15.1, provided that the named "promoters" of the Company (in accordance with Applicable Laws) shall maintain at all times at least their shareholding in the Company as on December 21, 2013.

15.1.2 Any agreement or arrangement to Transfer any of the Equity Securities in contravention of this Article shall be null and void. The Company shall not record a Transfer or agreement or arrangement to Transfer on its books and shall not recognize or register any equitable or other claim to, or any interest in, such Equity Securities, which have been (or are proposed to be) Transferred in a manner that is in contravention of these Articles.

15.1.3 The Sponsors, as long as the Investors hold any Investor Securities, shall hold, in the aggregate, at least 10,900,000 Equity Shares (subject to adjustment for any bonus, stock splits, etc.) free from all Encumbrances and not Transfer such shareholding, save and except for (i) any Equity Shares held by the Sponsor Entities that have been pledged with lenders to the Company or the relevant Sponsor Entities pursuant to the existing loan arrangements as on the IFC Equity Subscription Date, which Equity Shares may be further pledged in future with any lender(s) to the Company in the Ordinary Course of Business, (ii) the Equity Shares which are pledged or are proposed to be pledged pursuant to the TPG Pledge Agreement, and in such case only in compliance with the TPG Pledge Agreement, (iii) any Equity Securities Transferred pursuant to Article 16.1, Article 16.2(b), Article 16.3, Article 16.4(b) and Article 18.6 (*Sponsor-Tag Along Right*), (iv) the Equity Shares which are proposed to be pledged pursuant to the IFC Pledge Agreement, and in such case only in compliance with the IFC Pledge Agreement, and (v) any Equity Shares that are to be divested in order to maintain the minimum public float under the Applicable Law in accordance with the listing agreement entered into between the Company and the relevant Stock Exchanges. For the purpose of this Article 15.1.3 reference to the IFC Pledge Agreement and the TPG Pledge Agreement shall mean reference to such agreements as existed on the date of their execution, including reference to the number of Equity Shares pledged (or to be pledged) as specified therein on the date of the execution of such agreements, notwithstanding any subsequent amendments or modifications thereto.

15.1.4 Notwithstanding anything stated in Article 15.1.3 above, within a period of 24 months from the IFC Equity Subscription Date, the Sponsors shall hold and maintain 6,488,487 Equity Shares free from all Encumbrances.

and the Sponsors shall hold such number of Equity Shares free from all Encumbrances till such time as IFC holds not less than 5% (five percent) of the Share Capital on a Fully Diluted Basis. During this period of 24 months, the Sponsors shall not create any further or new Encumbrances on the Equity Shares held by them, save and except for those specified in serial no. (ii), (iii) and (iv) of Article 15.1.3.

15.1.5 TPG and IFC shall not purchase Equity Shares through secondary market purchases on or off the Stock Exchanges without having obtained the prior written consent of Mr. Saurabh Kalani.

15.1.6 Except as otherwise set forth in these Articles, the Equity Securities held by each of the Investors shall be freely Transferable and there shall be no restriction on the Transfer of any Equity Securities held by any Investor other than any mandatory lock-in period prescribed under the SEBI ICDR Regulations for the preferential issue.

15.1.7 As long as IFC holds any IFC Securities, the Sponsors shall not Transfer any Equity Securities of the Company and the Company shall not issue any Equity Securities of 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) (such individuals or entities as mentioned in (A) or (B) above are collectively referred to as the "**Prohibited Persons**"). The Company shall, refuse to recognize any purported Transfer by the Sponsors or issue of Equity Securities in the Company in violation of this Article 15.1.7, or record or register any such Transfer of Equity Securities in the Company in the Company's records. Any Transfer or issue of Equity Securities made in breach of this Article 15.1.7 shall be null and void.

It is clarified that the restrictions contained in this Article 15.1.7 shall not apply in the case of (i) sale or issue of the Equity Securities of the Company on any open market where the identity of the transferee cannot be ascertained by the transferor or the Company, as the case may be (but shall apply in case where the identity of the transferee is known, including but not limited to sales in a privately negotiated transaction and block deals on the Stock Exchanges), or (ii) a Transfer of Equity Securities by the Sponsors pursuant to Article 16.1 (TPG-Drag Along Right) and Article 16.2(b).

15.2 **Objectionable Person.**

15.2.1 The Sponsors shall not Transfer any Equity Securities to an Objectionable Person. Provided that the above restriction shall not be applicable (i) to a sale of Equity Securities by the Sponsors on the Stock Exchanges where the identity of the third party purchaser is not known to the Sponsors (but shall apply in case where the identity of the purchaser is known to the Sponsors, including but not limited to sales in a privately negotiated transaction and block deals on the Stock Exchanges); or (ii) to a Transfer of Equity Securities by the Sponsors pursuant to Article 16.1 (*TPG-Drag Along Right*) and Article 16.2 (b).

15.2.2 The Sponsors and IFC shall consult with each other for the purpose of determining whether a Person is or is not an Objectionable Person, and a Person shall be designated as an Objectionable Person only if both the Sponsors and IFC agree that such Person is an Objectionable Person; provided however that, if both IFC and the Sponsors do not agree that such Person is not an Objectionable Person within a period of 15 days of the intimation by the Sponsors, then such Person shall be deemed to be an Objectionable Person. It is clarified that this process of consultation shall be repeated for every Transfer of Equity Securities made by the Sponsors (except for Transfer of Equity Securities by the Sponsors pursuant to Article 16.1 (*TPG-Drag Along Right*) and Article 16.2 (b)) or specifically wherever applicable under the terms of these Articles. Any intimation by IFC that a Person is not an Objectionable Person for a specific Transfer of Equity Securities shall not be applicable for future Transfers of Equity Securities to such Person.

16. **EXIT RIGHT OF INVESTOR**

16.1 **TPG-Drag Along Right**

- (A) At any time after the completion of 60 months from the TPG Completion Date and anytime thereafter, in the event that TPG and/ or its Affiliates, in aggregate, hold not less than 10% (ten percent) of the Share Capital of the Company on a Fully Diluted Basis (taking into account all Equity Securities held by TPG and/ or its Affiliates); or
- (B) At any time, and from time to time, upon the occurrence of a TPG Specified Event, in the manner more particularly set out under Article 19.3,

TPG shall have the right but not the obligation, by issuance of a written notice ("**TPG-Drag Along Notice**") to require the Transfer of all of the Equity Securities ("**TPG-Dragged Securities**") held by the Sponsors in the Company ("**TPG-Dragged Shareholder(s)**") to take place, along with the Transfer of TPG Securities to a third Person ("**TPG-Drag Acquirer**", and such Transfer, the "**TPG-Drag Along**

Sale"), at a price per Equity Security which is equal to the price per Equity Security proposed to be paid to TPG and / or its Affiliates, and in accordance with the process set out in Article 16.5.

PROVIDED however that TPG may provide a TPG-Drag Along Notice to require the Transfer of less than all of the TPG-Dragged Securities upon mutual agreement with the Sponsors (and in which case the TPG-Drag Along Sale shall take place with respect to such number of TPG-Dragged Securities as is set forth in the TPG-Drag Along Notice and agreed with the Sponsors).

PROVIDED further that if prior to the occurrence of any event which would entitle TPG to exercise the TPG-Drag Along Sale right, the Sponsors make, or shall find a third party who shall make (for the purposes of this Article, each, along with the Sponsors, a **"TPG-Buyout Acquirer"**), a TPG-Buyout Offer (as hereinafter defined), and TPG does not accept the TPG-Buyout Offer in writing or does not respond within the TPG-Buyout Acceptance Period (as hereinafter defined), the rights under paragraph (A) of Article 16.1 shall cease to apply (**"TPG-Drag Termination"**). For this purpose, a **"TPG-Buyout Offer"** shall mean a binding and written offer to acquire all (and not less than all) of the TPG Securities, pursuant to which (i) TPG is entitled to accept such TPG-Buyout Offer at any time until the completion of 2 (two) months from the date of receipt of the TPG-Buyout Offer in writing (**"TPG-Buyout Acceptance Period"**), (ii) each TPG Security is to be acquired at a price which is higher of (a) the Current Market Price; or (b) 3 (three) times the total acquisition price of such TPG Securities (such price, the **"TPG-Buyout Exit Price"**), (iii) the TPG-Buyout Exit Price is payable in immediately available cash, and (iv) the TPG-Buyout Acquirer(s) have confirmed their sources of financing for the consummation of the TPG-Buyout Offer with respect to the entire TPG-Buyout Exit Price and have provided written evidence of the same to TPG, along with sufficient and binding details with respect to the manner of consummation of the transactions in pursuance of the TPG-Buyout Offer. For the avoidance of doubt, it is clarified that save and except where TPG does not accept the TPG-Buyout Offer in writing during the TPG-Buyout Acceptance Period as set forth in this paragraph, under no other circumstances shall TPG's rights under paragraph (A) of Article 16.1 cease to apply or be suspended, including but not limited to a situation where the TPG-Sponsor Offer (as hereafter defined) is not accepted, or where the TPG-Buyout Offer is accepted by TPG but not consummated in entirety within 60 days of acceptance of such TPG-Buyout Offer. The Sponsors shall procure all Approvals and take all steps necessary or desirable in connection with the consummation of the TPG-Buyout Offer. Only the TPG-Buyout Offers made by TPG-Buyout Acquirer(s) prior to and up to 54 months from the TPG Completion Date shall qualify for a TPG-Drag Termination, and any subsequent TPG-Buyout Offers shall not be relevant for any suspension or termination of the TPG's rights under paragraph (A) of Article 16.1.

16.2 TPG-Sponsor Offer

- (a) At any time after the completion of 54 months from the TPG Completion Date, but prior to the completion of 63 months from the TPG Completion Date, the Sponsors may make, or shall find a third party who shall make (for the purposes of this Article, each, along with the Sponsors, an **"TPG Exit Acquirer"**) a TPG-Sponsor Offer (as hereafter defined). A **"TPG-Sponsor Offer"** shall mean a binding and written offer to acquire all (and not less than all) of the TPG Securities, pursuant to which (i) TPG is entitled to accept the TPG-Sponsor Offer until the completion of the TPG Acceptance Period (hereinafter defined), (ii) the TPG-Sponsor Offer is made at a price per Equity Security which is higher than (a) the Current Market Price; or (b) the total acquisition price of such TPG Securities (such price, the **"Sponsor Exit Price"**), (iii) the Sponsor Exit Price is payable in immediately available cash and (iv) the TPG Exit Acquirer has confirmed its source of financing for the consummation of the TPG-Sponsor Offer with respect to the entire Sponsor Exit Price and have provided written evidence of the same to TPG, along with sufficient and binding details with respect to the manner of consummation of the transactions in pursuance of the TPG-Sponsor Offer.
- (b) At any time following the receipt of a valid TPG-Sponsor Offer, TPG shall be entitled to accept the TPG-Sponsor Offer in writing and at any time commencing from the date of receipt of the TPG-Sponsor Offer by TPG, and ending on the completion of 30 days after the date of receipt of the TPG-Sponsor Offer (such period being referred to as the **"TPG Acceptance Period"**). If TPG does not accept the TPG-Sponsor Offer within the TPG Acceptance Period, then TPG shall be entitled to exercise its TPG-Drag Along Sale right at a price that is higher than the price specified in the TPG-Sponsor Offer. If TPG accepts the TPG-Sponsor Offer but the purchase of the TPG Securities (on an as-converted basis) is not consummated within 60 days of acceptance of the TPG-Sponsor Offer by TPG, for any reason whatsoever, then the TPG-Drag Along Sale right of TPG shall continue to apply in accordance with Article 16.1, and TPG shall not be bound by any limitation whatsoever as to the price at which any such TPG-Drag Along Sale may be consummated. In relation to the TPG-Sponsor Offer, the Sponsors shall procure all Approvals and take all steps necessary or desirable in connection with the consummation of the TPG-Sponsor Offer.

16.3 IFC-Drag Along Right

- (A) At any time after the completion of 60 months from the IFC Equity Subscription Date and anytime thereafter, in the event that IFC and/ or its Affiliates, in aggregate, hold not less than 10% (ten percent) of the Share Capital on a Fully Diluted Basis (taking into account all Equity Securities held by IFC and/ or its Affiliates); or
- (B) At any time, and from time to time, upon the occurrence of a IFC Specified Event, in the manner more particularly set out under Article 19.2,

IFC shall have the right but not the obligation, by issuance of a written notice ("**IFC-Drag Along Notice**") to require the Transfer of all of the Equity Securities ("**IFC-Dragged Securities**") held by the Sponsors in the Company ("**IFC-Dragged Shareholder(s)**") to take place, along with the Transfer of IFC Securities to a third Person ("**IFC-Drag Acquirer**", and such Transfer, the "**IFC-Drag Along Sale**"), at a price per Equity Security which is equal to the price per Equity Security proposed to be paid to IFC and / or its Affiliates, and in accordance with the process set out in Article 16.5.

PROVIDED however that IFC shall be entitled to exercise its right to cause IFC-Drag Along Sale for the event specified in paragraph (A) of Article 16.3 above if (i) TPG's shareholding in the Company (along with its Affiliates) on a Fully Diluted Basis is less than 10% of the Share Capital or (ii) the TPG-Drag Termination has occurred.

PROVIDED further that IFC may provide a IFC-Drag Along Notice to require the Transfer of less than all of the IFC-Dragged Securities upon mutual agreement with the Sponsors (and in which case the IFC-Drag Along Sale shall take place with respect to such number of IFC-Dragged Securities as is set forth in the IFC-Drag Along Notice and agreed with the Sponsors).

PROVIDED further that if prior to the occurrence of any event which would entitle IFC to exercise the IFC-Drag Along Sale right, the Sponsors make, or shall find a third party who shall make (for the purposes of this Article, each, along with the Sponsors, a "**IFC-Buyout Acquirer**"), a IFC-Buyout Offer (as hereinafter defined), and IFC does not accept the IFC-Buyout Offer in writing or does not respond within the IFC-Buyout Acceptance Period (as hereinafter defined), the rights under paragraph (A) of Article 16.3 shall cease to apply ("**IFC-Drag Termination**") irrespective of whether according to the first proviso above such right has accrued to IFC or not. For this purpose, a "**IFC-Buyout Offer**" shall mean a binding and written offer to acquire all (and not less than all) of the IFC Securities, pursuant to which (i) IFC is entitled to accept such IFC-Buyout Offer at any time until the completion of 2 (two) months from the date of receipt of the IFC-Buyout Offer in writing ("**IFC-Buyout Acceptance Period**"),

(ii) each IFC Security is to be acquired at a price which is higher of (a) the Current Market Price; or (b) 3 (three) times the total acquisition price of such IFC Security (such price, the "**IFC-Buyout Exit Price**"), (iii) the IFC-Buyout Exit Price is payable in immediately available cash, (iv) the IFC-Buyout Acquirer(s) have confirmed their sources of financing for the consummation of the IFC-Buyout Offer with respect to the entire IFC-Buyout Exit Price and have provided written evidence of the same to IFC, along with sufficient and binding details with respect to the manner of consummation of the transactions pursuant to the IFC-Buyout Offer; and (v) the IFC-Buyout Acquirer is not an Objectionable Person or a Prohibited Person. For the avoidance of doubt, it is clarified that save and except where IFC does not accept the IFC-Buyout Offer in writing during the IFC-Buyout Acceptance Period as set forth in this paragraph, under no other circumstances shall IFC's rights under paragraph (A) of Article 16.3 cease to apply or be suspended, including but not limited to a situation where the IFC-Sponsor Offer (as hereafter defined) is not accepted, any other IFC Exit Offer (as hereafter defined) is not accepted, or where the IFC-Buyout Offer is accepted by IFC but not consummated in entirety within 60 days of acceptance of such IFC-Buyout Offer. The Sponsors shall procure all Approvals and take all steps necessary or desirable in connection with the consummation of the IFC-Buyout Offer. For the avoidance of any doubt, the Parties agree that only the IFC-Buyout Offers made by the IFC-Buyout Acquirer(s) prior to and up to 54 months from the IFC Equity Subscription Date shall qualify for an IFC-Drag Termination, and any subsequent IFC-Buyout Offers shall not be relevant for any suspension or termination of the IFC's rights under paragraph (A) of Article 16.3.

16.4 IFC-Sponsor Offer

- (a) At any time after the completion of 54 months from the IFC Equity Subscription Date, but prior to the completion of 63 months from the IFC Equity Subscription Date, the Sponsors may make, or shall find a third party who shall make (for the purposes of this Article, each, along with the Sponsors, an "**IFC-Exit Acquirer**") a IFC-Sponsor Offer (as hereafter defined). A "**IFC-Sponsor Offer**" shall mean a binding

and written offer to acquire all (and not less than all) of the IFC Securities, pursuant to which (i) IFC is entitled to accept the IFC-Sponsor Offer until the completion of the IFC-Acceptance Period (hereinafter defined), (ii) the IFC-Sponsor Offer is made at a price per Equity Security which is higher than (a) the Current Market Price; or (b) the total acquisition price of such IFC Securities (such price, the "**IFC-Exit Price**"), (iii) the IFC-Exit Price is payable in immediately available cash, (iv) the IFC-Exit Acquirer has confirmed its source of financing for the consummation of the IFC-Sponsor Offer with respect to the entire IFC-Exit Price and have provided written evidence of the same to IFC, along with sufficient and binding details with respect to the manner of consummation of the transaction pursuant to the IFC-Sponsor Offer, and (v) the IFC-Exit Acquirer is not an Objectionable Person or a Prohibited Person.

- (b) At any time following the receipt of a valid IFC-Sponsor Offer by IFC, IFC shall be entitled to accept the IFC-Sponsor Offer in writing and at any time commencing from the date of receipt of the IFC-Sponsor Offer by IFC and ending on the completion of 30 days after the date of receipt of the IFC-Sponsor Offer (such period being referred to as the "**IFC Acceptance Period**"). If IFC does not accept the IFC-Sponsor Offer within the IFC Acceptance Period, then IFC shall be entitled to exercise its IFC-Drag Along Sale right at a price that is higher than the price specified in the IFC-Sponsor Offer. If IFC accepts the IFC-Sponsor Offer but the purchase of the IFC Securities (on an as-converted basis) is not consummated within 60 days of acceptance of the IFC-Sponsor Offer by IFC, for any reason whatsoever, then IFC shall not be bound by any limitation whatsoever as to the price at which any IFC-Drag Along Sale may be consummated. In relation to the IFC-Sponsor Offer, the Sponsors shall procure all Approvals and take all steps necessary or desirable in connection with the consummation of the IFC-Sponsor Offer.

16.5 Other Terms for Drag-Along Sale

- (a) In connection with or in anticipation of any Drag-Along Sale, the Investor causing such Drag-Along Sale may at its sole discretion select a reputable investment bank which shall be engaged as the exclusive financial advisor to the Company, the Investors and the Sponsors with respect to the Drag-Along Sale (the "**Financial Advisor**"), and the Investor causing such Drag-Along Sale shall intimate the appointment of the Financial Advisor to other Investor within a period of 5 days from such appointment. Provided however that, if an Investor is intending to exercise its Drag-Along Sale right on the occurrence of a TPG Specified Event and/or IFC Specified Event, as the case may be, such Investor shall consult with the other Investor for the joint appointment of a Financial Advisor, and if a Financial Advisor is not agreed between the Investors within a period of 15 days, then the Investor causing the Drag-Along Sale may appoint a Financial Advisor of its choice.
- (b) The Financial Advisor shall, among other things, provide advice with respect to the structure of the Drag-Along Sale that would upon consummation be most likely to maximize the net proceeds to the Investors and the Sponsors, and the Investor causing such Drag-Along Sale and the Financial Advisor shall determine the optimal transaction structure and the identity of the Third Person Acquirer (whether a strategic or financial buyer) to achieve such objective. The engagement of the Financial Advisor shall be on financial and other terms customary in the industry, and all fees and expenses of the Financial Advisor shall be borne by the Sponsors, the Investor causing the Drag-Along Sale and the other Investor (in case such other Investor decides to participate in the Transfer of Equity Securities), in proportion to the Equity Securities Transferred by them in the Drag-Along Sale.
- (c) The Company and the Sponsors, subject to Applicable Laws, shall, and shall cause its Subsidiaries to, use best efforts to cooperate with the Investor causing such Drag-Along Sale and the Financial Advisor and take all actions customarily required in connection with the conduct and consummation of any Drag-Along Sale. For the avoidance of doubt, such best efforts of the Company, the Subsidiaries and the Sponsors shall, subject to Applicable Laws, include providing access to the documents, records and senior management of the Company and the Subsidiaries, entering into an agreement reflecting the terms of any Drag-Along Sale (as set forth below) and executing and delivering any documents reasonably requested by the Investor causing such Drag-Along Sale or the Financial Advisor.
- (d) If any Investor elects to exercise its Drag-Along Sale rights pursuant to Article 16.1 or Article 16.3, as applicable, such Investor shall provide a Drag-Along Notice to the Dragged Shareholders, which shall identify the Third Person Acquirer, the number and class of Equity Securities proposed to be sold, the consideration for the proposed Transfer and all other material terms and conditions of the Drag-Along Sale (including the recommendation of the Financial Advisor). A copy of Drag-Along Notice as provided to the Sponsors shall be provided simultaneously to the other Investor. Each Dragged Shareholder shall be mandatorily required to participate in the Drag-Along Sale on the terms and conditions set forth in the Drag-Along Notice and to tender its Equity Securities as set forth in Article 16.1 or Article 16.3, as applicable.

- (e) The Dragged Shareholders shall do all acts, deeds and things necessary to give effect to such Drag-Along Sale, including but not limited to effecting the Transfer of the Sponsor Securities, and providing any warranties, representations, indemnities, covenants or other assurances to the Third Person Acquirer in relation to the Sponsor Securities, the Company, the Subsidiaries, and the assets and business of the Company and the Subsidiaries as may be required by such Third Person Acquirer and obtaining Approvals and Consents (as may be applicable to the Sponsors and the Company) for consummating the Drag-Along Sale. The Investors shall procure Approvals and Consents as are applicable on them or required to be procured by them under the Applicable Law, and in this regard the Sponsors and the Company shall use their best efforts to do all acts, deeds and things and provide all necessary assistance as may be reasonably requested by the Investors. It is further clarified that representations and warranties to be provided by the Dragged Shareholders to the Third Person Acquirer shall be in substance similar to the representations and warranties provided by the Sponsors to TPG for the subscription of the TPG Subscription Shares and to IFC for the subscription of the IFC Shares, and shall also include any additional representations and warranties that may be reasonably required by the Third Person Acquirer (including on account of any changes in facts and circumstances relating to the Company and/or the Sponsors at any time after the date hereof). The Investors shall not be required to provide any warranties other than customary title warranties in relation to the Investor Securities being sold to the Third Person Acquirer.
- (f) The closing of any purchase of Sponsor Securities of the Dragged Shareholders shall take place simultaneously with the closing of the purchase of the Investor Securities of the Investor causing such Drag-Along Sale, including payment of consideration pursuant to the Drag-Along Sale (*less* any Dragged Shareholder's *pro rata* share of any escrows, holdbacks or adjustments in purchase price and any transaction expenses). At such closing, the Dragged Shareholders shall deliver certificates / transaction slips in respect of the securities in demat form, representing the Sponsor Securities proposed to be Transferred, accompanied by duly executed and stamped instruments of Transfer and the Dragged Shareholders shall ensure that the Sponsor Securities to be sold by the Dragged Shareholders are free and clear of any Encumbrance. At such closing, all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the sale of the Sponsor Securities and the Investor Securities to the Third Party Acquirer.
- (g) The Investor causing such Drag-Along Sale, the other Investor (in case such other Investor decides to participate in the Transfer of Equity Securities) and the Sponsors shall bear the transaction expenses in connection with any legal due diligence, financial due diligence, documentation and negotiations in connection with the Drag Along Sale in proportion to the Equity Securities Transferred by them in the Drag-Along Sale.
17. Notwithstanding anything contained in this Article , there shall be no liability on the part of the Investor to the Dragged Shareholders, the other Investor (in case such Investor decides to participate in the Transfer of Equity Securities) or any other Person if the Transfer of Sponsor Securities pursuant to this Article is not consummated for whatever reason, regardless of whether such Investor has delivered a Drag-Along Notice. The Transfer of Equity Securities pursuant to this Article by any Investor is in its sole and absolute discretion and can only be exercised under the circumstances set forth in this Article.
- 17A. For the purposes of Article 16.1 to Article 16.4, "**Current Market Price**" shall mean such price to be calculated as per the methodology agreed in writing by the Sponsors and the Investors prior to or as of the IFC Equity Subscription Date.
- 18.1 **Exit Offer to IFC**
- (a) If the Sponsors offer to purchase by themselves, or procure a third party to purchase, all or any of the TPG Securities, including providing a TPG-Buyout Offer or TPG-Sponsor Offer in terms of Article 16.1 and Article 16.2, respectively (such offer referred as "**Initial TPG-Exit Offer**"), then the Sponsors shall provide a similar offer to IFC such that IFC has a right to Transfer its IFC Securities on materially the same terms and conditions (including with respect to price) as TPG Securities and at the same time as the Transfer of TPG Securities pursuant to the Initial TPG-Exit Offer (the offer to IFC shall be hereinafter referred to as the "**IFC Exit Offer**"). Provided however that if IFC does not accept the IFC Exit Offer it shall not result in the suspension or termination of IFC's rights under Article 16 (except for events (i) resulting in IFC Drag Termination as contemplated under Article 16.3, provided such IFC Exit Offer satisfy the conditions applicable to the IFC-Buyout Offer, or (ii) resulting in any limitation as to the price at which the IFC-Drag Along Sale may be consummated as contemplated in Article 16.4(b), provided such IFC Exit Offer satisfy the conditions applicable to the IFC-Sponsor Offer) and any other rights available to IFC under Articles 16, 17, 17 A are not subject to this Article 18.1.

- (b) For the purposes of the above Article 18.1 (a), IFC shall be provided notice and correspondences for the IFC Exit Offer and shall have such time period to accept the IFC Exit Offer as is available with TPG for the Initial TPG Exit Offer or a period of 30 days from the receipt of the IFC Exit Offer, whichever is longer.
- (c) Prohibited Person. Notwithstanding anything stated in Article 18.1(a) and Article 18.1(b) above, if the IFC Exit Offer requires IFC to sell its IFC Securities to a Prohibited Person, then prior to or simultaneous with the consummation of the Transfer of TPG Securities pursuant to the TPG Exit Offer, the Sponsors shall ensure that the IFC Securities if required by IFC are acquired by a Person other than a Prohibited Person and on the same terms and conditions as applicable for the sale of the TPG Securities. Provided however that if, on such requisition by IFC, the Sponsors procure a Person other than a Prohibited Person to acquire IFC Securities and IFC does not sell its IFC Securities to such Person, then this shall result in the IFC-Drag Termination as contemplated under Article 16.3 if the IFC Exit Offer satisfy the conditions applicable to the IFC-Buyout Offer. Provided further that nothing contained in this Article 18.1(c) shall restrict TPG's right to sell its TPG Securities pursuant to an Initial TPG-Exit Offer to any Person including to a Prohibited Person and in the event TPG accepts an offer made pursuant to an Initial TPG - Exit Offer, including an offer for purchase the TPG Securities by a Prohibited Person, then the Sponsors shall ensure consummation of the sale of the TPG Securities thereof if required by TPG, irrespective of whether IFC accepts an offer made pursuant to an IFC Exit Offer or not.

18.2 Exit Offer to TPG

- (a) If the Sponsors offer to purchase by themselves, or procure a third party to purchase, all or any of the IFC Securities, including providing a IFC-Buyout Offer or IFC-Sponsor Offer in terms of Article 16.3 and Article 16.4, respectively, (such offer referred as "**Initial IFC-Exit Offer**") then the Sponsors shall provide a similar offer to TPG such that TPG has a right to Transfer its TPG Securities on materially the same terms and conditions (including with respect to price) as IFC Securities and at the same time as the Transfer of IFC Securities pursuant to the Initial IFC-Exit Offer to IFC (the offer to TPG shall be hereinafter referred to as the "**TPG Exit Offer**"). Provided however that if TPG does not accept the TPG Exit Offer it shall not result in the suspension or termination of TPG's rights under Article 16 (except for events resulting in TPG Drag Termination as contemplated under Article 16.1, provided the TPG Exit Offer satisfies the conditions applicable of TPG-Buyout Offer) and any other rights available to TPG under Articles 16, 17, 17 A are not subject to this Article 18.2.
- (b) For the purposes of the above Article 18.2 (a), TPG shall be provided notice and correspondences for the TPG Exit Offer and shall have such time period to accept the TPG Exit Offer as is available with IFC for the Initial IFC Exit Offer or a period of 30 days from the receipt of the TPG Exit Offer, whichever is longer.

18.3 IFC Tag Along Right and Transfer to Prohibited Person

- (a) Subject to the provisions of Article 15 and Article 18.4(a), if the Sponsors (a "**Selling Shareholders**") propose to Transfer any Equity Securities they hold in the Company to any Person (including to any Shareholder) (a "**Buyer**"), except pursuant to (i) enforcement of pledge on the Equity Shares by the existing lenders of the Company, as on the IFC Equity Subscription Date, (ii) enforcement of pledge on the Equity Shares by TPG pursuant to the TPG Pledge Agreement, and in such case only in compliance with the TPG Pledge Agreement, (iii) enforcement of pledge on the Equity Shares by IFC pursuant to the IFC Pledge Agreement, and in such case only in compliance with the IFC Pledge Agreement, and (iv) any Transfer amongst the Sponsors inter se (and not to any other Person including Affiliates), IFC shall have the right to participate in such Transfer in accordance with this Article 18.3 (the "**IFC-Tag Along Right**").
- (b) The Selling Shareholder shall promptly, but in any case not later than 45 days prior to the proposed date of closing of any Transfer described in Article 18.3(a), give notice (the "**IFC-Transfer Notice**") to IFC. The IFC-Transfer Notice shall describe in reasonable detail the proposed Transfer, including the number 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 such 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 Shareholder within a period of 21 days after IFC's receipt of the IFC-Transfer Notice setting forth the number of IFC Securities to be included in the proposed Transfer (the maximum number of IFC Securities to be determined with reference to Article 18.3 (c) and Article 18.3 (d) below) (the "**IFC-Tagged Securities**"). Any fees or deal expense in connection with the exercise of IFC's rights under this Article 18.3 and the Transfer

of Equity Securities to the Buyer shall be borne by the Parties in proportion to the Equity Securities Transferred by them to the Buyer, save and subject to Article 16.5(g).

- (c) If the Selling Shareholders are Transferring the Equity Securities of the Company held by them for reasons other than pursuant to the TPG-Drag Along Sale, then IFC shall have the right to transfer a maximum number of IFC-Tagged Securities 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 Equity Securities to be Transferred by the Selling Shareholders to the Buyer in such transaction is reduced by the number of IFC-Tagged Securities in order to accommodate the IFC-Tagged Securities in the transaction.

Provided however that, if (i) the proposed Transfer by the Selling Shareholder would result in the Sponsors holding less than 26% of the Share Capital of the Company on a Fully Diluted Basis, or (ii) the proposed Transfer by IFC of the IFC-Tagged Securities in accordance with the preceding paragraph would result in IFC and its Affiliates holding less than 5% of the Share Capital of the Company on a Fully Diluted Basis, the maximum number of IFC-Tagged Securities shall be all of the IFC Securities of the Company held by IFC and its Affiliates. Provided further that if IFC has Transferred any of its IFC Securities to any Person and thereafter if the proposed Transfer by IFC and its Affiliates of the IFC-Tagged Securities in accordance with the preceding paragraph would result in IFC and its Affiliates holding less than 5% of the Share Capital on a Fully Diluted Basis, then IFC may at its discretion, but after discussions with the Sponsors, decide not to Transfer the IFC-Tagged Securities in accordance with the preceding sentence.

- (d) If the Selling Shareholders are Transferring the Equity Securities held by them pursuant to the TPG-Drag Along Sale, the maximum number of IFC-Tagged Securities shall be all of the IFC Securities of the Company held by IFC and its Affiliates. Provided that IFC and its Affiliates shall be entitled to Transfer their IFC-Tagged Securities to the maximum extent of the number of Equity Securities that TPG requires the Selling Shareholders (or the Sponsors) to Transfer pursuant to the TPG-Drag Along Sale.
- (e) Any Transfer by IFC of IFC-Tagged Securities under this Article 18.3 shall be made on materially the same terms and conditions as described in the IFC-Transfer Notice. Provided however that IFC shall not be required to make any representation or warranty to the Buyer, other than as to the good title to the IFC-Tagged Securities, absence of Encumbrance on the IFC-Tagged Securities, customary representations and warranties concerning IFC's power and authority to undertake the proposed Transfer, and validity and enforceability of IFC's obligations in connection with the proposed Transfer.
- (f) The Sponsors 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 IFC-Tagged Securities from IFC in the manner specified in this Article 18.3.
- (g) Prohibited Person. Notwithstanding anything contained in this Article 18.3 and Article 16.1 (*TPG-Drag Along Right*), if the Sponsors are required to Transfer their Equity Securities under Article 16.1 (*TPG-Drag Along Right*) to a Person who is Prohibited Person, then TPG and the Sponsors shall ensure that, prior to or simultaneous with the consummation of Transfer of the Equity Securities under Article 16.1 (*TPG-Drag Along Right*) by the Sponsors, the IFC Securities if required by IFC are purchased by a Person who is not a Prohibited Person on the same terms and conditions as are applicable for the sale of the TPG Securities pursuant to Article 16.1 (*TPG-Drag Along Right*).

18.4 TPG's Tag Along Right

- (a) Subject to the provisions of Article 15 and Article 18.4(a), if the Selling Shareholders propose to Transfer any Equity Securities in the Company held by them to a Buyer, except pursuant to (i) the enforcement of pledge on the Equity Shares by the existing lenders of the Company as on the IFC Equity Subscription Date (ii) the enforcement of pledge on the Equity Shares by TPG pursuant to the TPG Pledge Agreement, and in such case only in compliance with the TPG Pledge Agreement, (iv) enforcement of pledge on the Equity Shares by IFC pursuant to the IFC Pledge Agreement, and in such case only in compliance with the IFC Pledge Agreement, and (v) any Transfer amongst the Sponsors inter se (and not to any other Person including Affiliates), TPG shall have the right to participate in such Transfer in accordance with this Article 18.4. Provided however that TPG shall have rights under the preceding sentence only after

TPG becomes entitled to exercise its rights under TPG-Drag Along Sale after the completion of 60 months from the Completion Date and TPG's shareholding in the Company falls below 10% (ten per cent) of the Share Capital on a Fully Diluted Basis.

Notwithstanding anything stated above, if the Selling Shareholders propose to Transfer any Equity Securities in the Company held by them to a Buyer pursuant to the IFC-Drag Along Sale, TPG shall have the right to participate in such Transfer in accordance with Article 18.4 (b) to (f) (together with the rights of TPG under the preceding paragraph, the "**TPG-Tag Along Right**").

- (b) The Selling Shareholders shall promptly, but in any case not later than 45 days prior to the proposed date of closing of any Transfer described in Article 18.4 (a), give notice (the "**TPG-Transfer Notice**") to TPG. The TPG-Transfer Notice shall describe in reasonable detail the proposed Transfer, including the number 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 such proposed Buyer, accompanied, if available, by a draft share purchase agreement or other information reasonably requested by TPG. If TPG wishes to exercise its TPG-Tag Along Right, it shall give notice of the exercise (a "**TPG-Tag Notice**") to the Selling Shareholders within a period of 21 days after TPG's receipt of the TPG-Transfer Notice setting forth the number of TPG Securities to be included in the proposed Transfer (the maximum number of TPG Securities to be determined with reference to Article 18.4 (c) and 18.4 (d) below) (the "**TPG-Tagged Securities**"). Any fees or deal expense in connection with the exercise of TPG's rights under this Article 18.4 and the Transfer of Equity Securities to the Buyer shall be borne by the Parties in proportion to the Equity Securities Transferred by them to the Buyer, save and subject to Article 16.5(g).
- (c) If the Selling Shareholders are Transferring the Equity Securities of the Company held by them for reasons other than pursuant to the IFC-Drag Along Sale, TPG shall have the right to transfer a maximum number of TPG-Tagged Securities 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 TPG (as of the date of the TPG-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 TPG (as of the date of the TPG-Tag Notice). For avoidance of doubt, the number of Equity Securities to be Transferred by the Selling Shareholders to the Buyer in such transaction is reduced by the number of TPG-Tagged Securities in order to accommodate the TPG-Tagged Securities in the transaction.

Provided however that if (i) the proposed Transfer by the Selling Shareholders would result in the Sponsors holding less than 26% of the Share Capital of the Company on a Fully Diluted Basis, or (ii) the proposed Transfer by TPG of the TPG-Tagged Securities in accordance with the preceding paragraph would result in TPG and its Affiliates holding less than 5% of the Share Capital of the Company on a Fully Diluted Basis, the maximum number of TPG-Tagged Securities shall be all of the TPG Securities of the Company held by TPG and its Affiliates. Provided further that if TPG has Transferred any of its TPG Securities to any Person and thereafter if the proposed Transfer by TPG and its Affiliates of the TPG-Tagged Securities in accordance with the preceding paragraph would result in TPG and its Affiliates holding less than 5% of the Share Capital on a Fully Diluted Basis, then TPG may at its discretion, but after discussion with the Sponsors, decide not to Transfer the TPG-Tagged Securities in accordance with the preceding sentence.
- (d) If the Selling Shareholders are Transferring the Equity Securities of the Company held by them pursuant to the IFC-Drag Along Sale, the maximum number of TPG-Tagged Securities shall be all of the TPG Securities of the Company held by TPG and its Affiliates. Provided that TPG and its Affiliates shall be entitled to Transfer their TPG-Tagged Securities to the maximum extent of the number of Equity Securities that IFC requires the Selling Shareholders (or the Sponsors) to Transfer pursuant to the IFC-Drag Along Sale.
- (e) Any Transfer by TPG of TPG-Tagged Securities under this Article 18.4 shall be made on materially the same terms and conditions as described in the TPG-Transfer Notice. However, TPG shall not be required to make any representation or warranty to the Buyer, other than as to the good title to the TPG-Tagged Securities, absence of Encumbrances on the TPG-Tagged Securities, customary representations and warranties concerning TPG's power and authority to undertake the proposed Transfer, and validity and enforceability of TPG's obligations in connection with the proposed Transfer.

- (f) The Sponsors 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 TPG-Tagged Securities in the manner specified in this Article 18.4.

18.5 Notwithstanding anything contained in Article 15.2, Article 18.3 and Article 18.4, but subject to other provisions of these Articles, the Sponsors shall be free to Transfer up to 600,000 Equity Shares in the Company to any Person without being subject to the IFC-Tag Along Right, TPG-Tag Along Right and restrictions applicable to Transfer of Equity Securities to an Objectionable Person.

18.6 Sponsor-Tag Along Right

- (a) Subject to the requirements of Article 15, if both the Investors ("**Selling Investors**") propose to Transfer all (and not less than all) of the Equity Securities in the Company held by them to a Competitor (hereinafter defined) ("**Purchaser**"), the Sponsors shall have the right to participate in such Transfer in accordance with this Article 18.6 (the "**Sponsor-Tag Along Right**"). For the purpose of these Articles, a "**Competitor**" means a Person (along with its Affiliates) whose revenues from the sale of flexible intermediate bulk containers or geo-synthetics or reverse printed woven BOPP is more than 25% of its total revenues in the previous Financial Year.
- (b) The Selling Investors shall promptly, but in any case not later than 45 days prior to the proposed date of closing of any Transfer described in Article 18.6 (a), give notice (the "**Sponsor-Transfer Notice**") to the Sponsors. The Sponsor-Transfer Notice shall describe in reasonable detail the proposed Transfer, including the number of Equity Securities of the Company proposed to be purchased by the Purchaser, the consideration proposed to be paid by the Purchaser, other material terms and conditions proposed by the Purchaser in respect of such Transfer, and the name and address of such proposed Purchaser, accompanied, if available, by a draft share purchase agreement or other information reasonably requested by the Sponsors. If the Sponsors wish to exercise their Sponsor-Tag Along Right, they shall give notice of the exercise (a "**Sponsor-Tag Notice**") to the Selling Shareholder within a period of 21 days after Sponsors' receipt of the Sponsor-Transfer Notice setting forth the number of Equity Securities of the Company which are held by the Sponsors to be included in the proposed Transfer (the maximum number of Equity Securities to be determined with reference to Article 18.6 (c) below) (the "**Sponsor-Tagged Securities**").
- (c) The Sponsors shall have the right to Transfer and include in the Sponsor-Tagged Securities a maximum number of all of the Equity Securities held by the Sponsors.
- (d) Any Transfer by the Sponsors of Sponsor-Tagged Securities under this Article 18.6 shall be made on materially the same terms and conditions as described in the Sponsor-Transfer Notice, except that representations and warranties to be provided by the Sponsors to the Purchaser shall be in substance similar to the representations and warranties provided by the Sponsors to TPG for the subscription of the TPG Subscription Shares and/or to IFC for the subscription of the IFC Shares, and shall also include any additional representations and warranties that may be reasonably required by the Purchaser (including on account of any changes in facts and circumstances relating to the Company and/or the Sponsors at any time after the date hereof). The Investors shall not be required to make any representation or warranty to the Purchaser, other than as to the good title to the Equity Securities in the Company Transferred by them to such Purchaser, absence of Encumbrances on such Equity Securities, customary representations and warranties concerning Investor's power and authority to undertake the proposed Transfer, and validity and enforceability of Investors' obligations in connection with the proposed Transfer. The Sponsors shall and, subject to the Applicable Law, shall cause the Company and its Subsidiaries to use best efforts to cooperate with the Selling Investors, including providing access to the documents, records and senior management of the Company and its Subsidiaries and enter into such agreements as may be reasonably required by the Selling Investors, in connection with the consummation of Transfer of the Equity Securities to the Purchaser.
- (e) The Selling Investors shall not Transfer any of their Equity Securities in the Company to a Purchaser unless, at the same time, the Purchaser purchases all of the Sponsor-Tagged Securities from the Sponsors in the manner specified in this Article 18.6

19 PRE-EMPTION RIGHT

- (a) Each Investor shall have the right to subscribe to its pro-rata share of New Securities (as defined below), in the manner set out in this Article, in order to maintain its shareholding in the Share Capital on a Fully Diluted Basis up to the same percentage as existed before the fresh issuance of New Securities, and on the same terms and conditions on which the Company makes such fresh issuance of New

Securities to any Person (the "**Pre-emption Right**"). Provided that the Investor shall not have the Pre-emption Right under this Article (and without prejudice to the rights that the Investor as a Shareholder may have under Applicable Law, including on rights issue by the Company) if its shareholding in the Share Capital on a Fully Diluted Basis before the fresh issuance of New Securities is less than 5% (five percent).

- (b) If the Company proposes to issue New Securities, it shall give each Investor a written notice of its intention, describing the New Securities, their price, and their general terms of issuance, and specifying such Investor's pro-rata share of such issuance (the "**Issue Notice**"). The Investor shall have thirty (30) days after any such notice is delivered (the "**Notification Date**") to give the Company written notice that it agrees to purchase part or all of its pro-rata share of the New Securities for the price and on the terms specified in the Issue Notice (the "**Subscription Notice**"). The Company shall not issue any New Securities until after the Notification Date. Provided that if an Investor is not able to subscribe to its pro-rata share of New Securities due to restrictions under SEBI ICDR Regulations, then the Company may proceed to issue New Securities to Persons other than such Investor on a condition that such Investor will be issued New Securities by the Company after the restrictions under SEBI ICDR Regulations cease to apply, such that such Investor is able to exercise its right to subscribe to its pro-rata share of New Securities as set out in Article 19(a).

The Investor may also notify the Company in the Subscription Notice that it is willing to buy a specified number of the New Securities (that have not been subscribed by the other Investor) in excess of its pro-rata share of such issuance ("**Additional Securities**") for the price and on the terms specified in the Issue Notice.

- (c) If any Investor has indicated that it is willing to buy Additional Securities, the Company shall give such Investor written notice of the total number of New Securities not taken up by other Investor of the Company ("**Unpurchased Securities**") within five (5) days of the expiry of the thirty (30) day period referred to in Article 19(b). Such notice shall specify the particulars of the payment process for the New Securities to be subscribed by such Investor pursuant to the Subscription Notice.
- (d) On the tenth (10th) Business Day after expiry of the thirty (30) day period referred to in Section 19 (b) :
 - (i) Each Investor shall subscribe for the number of its pro-rata shares specified in the Subscription Notice;
 - (ii) if any Investor has indicated that it is willing to buy Additional Securities, such Investor shall also subscribe for the lower of the number of Additional Securities and the number of Unpurchased Securities;
 - (iii) Each Investor shall pay the relevant consideration to the Company; and
 - (iv) the Company shall issue a duly stamped letter of allotment of the Equity Shares issued to each Investor under this Article 19 and intimate the jurisdictional Registrar and share transfer agent for recording the Investor as the legal and beneficial owner of such Equity Shares issued to such Investor in the register of beneficial owners of the Company's depository, or follow such process for the issue of Equity Securities issued to the Investors under this Article 19 as required by the Applicable Law for their valid issuance and good title.
- (e) "**New Securities**" shall mean any Equity Securities; provided, that the term "New Securities" does not include:
 - (i) Equity Shares (or options to purchase Equity Shares) issued or issuable to officers, directors and employees of, or consultants to, the Company pursuant to Employee Stock Option Scheme ("**ESOP Scheme**");
 - (ii) Equity Shares issuable upon the exercise or conversion of Equity Securities in existence as on the IFC Equity Subscription Date;
 - (iii) Equity Shares issued or issuable in connection with a bonus issue, rights issue, follow-on public offer, any stock split, any share reorganization of the Company; and
 - (iv) Equity Shares issued or issuable pursuant to a bona fide merger, demerger, amalgamation or other similar corporate actions.

19.1 Price Protection: For a period of 18 (eighteen) months from the IFC Equity Subscription Date, the Company shall not issue any New Securities to any Person on financial terms which are more favorable than the financial terms on which IFC Shares are issued to IFC, except for the issue of Equity Shares pursuant to the ESOP Scheme and on the conversion of TPG-FCCBs, otherwise than with IFC's prior written consent.

19.2 With reference to the Company, Sponsors, TPG and IFC having agreed upon terms and conditions for matters relating to inter se Shareholders' rights and obligations, and in consideration thereto, upon the occurrence of certain specified events as agreed to in writing prior to or as of the IFC Equity Subscription Date between the Company, Sponsors and the Investors ("**IFC Specified Event**") or (ii) a delivery of TPG EoD Notice by TPG to the Company and/or the Sponsors, IFC may at its sole option by issuance of a notice in writing ("**IFC EoD Notice**") to the Company and/or the Sponsors, be entitled to the following rights:

- (i) IFC may, at its sole option, require the Sponsors to purchase all the IFC Securities held by IFC, at a price (per IFC Security) which is the higher of (i) the cost of acquisition of such IFC Securities; or (ii) the Current Market Price and for this purpose the terms and conditions as set out in Article 19.4 shall be followed; or
- (ii) IFC shall be entitled to exercise the right to require the Dragged Shareholders to Transfer all (but not less than all) of the Equity Securities owned by the Dragged Shareholders to any Person (including any Third Person Acquirer), on the terms and in accordance with the procedures set forth in Article 16.3; PROVIDED that upon IFC notifying in writing of its intent to exercise its rights under this Article 19.2 (ii) ("**IFC-EoD Drag Notice**"), the Sponsors shall be entitled (if a written notice to this effect is sent by the Sponsors within a period of 15 (fifteen) Business Days of the IFC-EoD Drag Notice), to acquire all IFC Securities in accordance with sub-clause (i) above within a period of 180 days commencing from the date of the IFC-EoD Drag Notice; and IFC shall not be entitled to exercise its rights under Article 16.3 in the event that the acquisition of all IFC Securities is completed within such 180-day period.

It is clarified that remedies or option available to IFC under this Article 19.2 are in addition to the other remedies available to it under the agreed terms between the Company, Sponsors and the Investors and/or under Applicable Law. It is further clarified that if the Sponsors do not fulfill their obligations under Article 19.2 (i), then without prejudice to anything stated in the agreed terms between the Company, Sponsors and the Investors and/or Article 19.2 (including the rights and obligations of the concerned parties), IFC shall be entitled to exercise its rights under Article 19.2 (ii) and/or under Applicable Law.

19.3 With reference to the Company, Sponsors, TPG and IFC having agreed upon terms and conditions for matters relating to inter se Shareholders' rights and obligations, and in consideration thereto, upon the occurrence of certain specified events as agreed to in writing prior to or as of the IFC Equity Subscription Date between the Company, Sponsors and the Investors ("**TPG Specified Event**") or a delivery of IFC EoD notice by IFC to the Company and/or the Sponsors, TPG may at its sole option by issuance of a notice in writing ("**TPG EoD Notice**") to the Company and/or the Sponsors, be entitled to the following rights:

- (a) TPG may, at its sole option, require the Sponsors to purchase all the TPG Securities held by TPG, at a price (per TPG Security) which is the higher of (i) the cost of acquisition of such TPG Securities; or (ii) the Current Market Price and for this purpose the terms and conditions as set out in Article 19.4 shall be followed; or
- (b) TPG shall be entitled to exercise the right to require the Dragged Shareholders to Transfer all (but not less than all) of the Equity Securities owned by the Dragged Shareholders to any Person (including any Third Person Acquirer), on the terms and in accordance with the procedures set forth in Article 16.1; PROVIDED that upon TPG notifying in writing of its intent to exercise its rights under this Article 19.3 (ii) ("**TPG-EoD Drag Notice**"), the Sponsors shall be entitled (if a written notice to this effect is sent by the Sponsors within a period of 15 (fifteen) Business Days of the TPG-EoD Drag Notice), to acquire all TPG Securities in accordance with sub-clause (i) above within a period of 180 days commencing from the date of the TPG-EoD Drag Notice; and TPG shall not be entitled to exercise its rights under Article 16.1 in the event that the acquisition of all TPG Securities is completed within such 180-day period.

It is clarified that remedies or option available to TPG under this Article 19.3 are in addition to the other remedies available to it under the agreed terms between the Company, Sponsors and the Investors and/or under Applicable Law. It is further clarified that if the Sponsors do not fulfill their obligations under Article 19.3 (i), then without prejudice to anything stated in the agreed terms between the Company, Sponsors and the Investors and/or Article 19.2 (including the rights and obligations of the concerned parties), TPG shall be entitled to exercise its rights under Article 19.3 (ii) and/or under Applicable Law.

19.4 For the purposes of Article 19.2 and Article 19.3, the terms will mean the following:

- (a) All capitalised terms used herein but not defined shall have the meaning given to them under this Article 19.4.

"Grantors" means the Sponsors;

"Put Shares" means all Equity Shares held by the Investor delivering the Put Notice, including all Equity Shares that may be issued on the conversion of the Investor Securities held by the Investor delivering the Put Notice;

"Put Notice" means a notice delivered by the Investor to the Grantors pursuant to Article 19.4

(c); **"Put Option"** has the meaning set forth in Article 19.4 (b);

"Put Price" means in relation to any given exercise of the Put Option, the amount obtained by multiplying the higher of (i) the cost of acquisition of the Put Shares; or (ii) the Current Market Price by the number of Put Shares specified in the relevant Put Notice; and

"Settlement Date" means the date for settlement of the purchase of the relevant Put Shares by the Grantors, as such date is specified by the Investor in the Put Notice and which date shall be a Business Day.

- (b) The Grantors grants to each of the Investors an option (the **"Put Option"**) to sell to the Grantors on one or more occasions as specified in Article 19.4 (c) below, and the Grantors are obligated to purchase from the Investor upon exercise of each such option, all or a part of the Put Shares (as specified by the Investor in the relevant Put Notice) in accordance with the terms of these Articles.
- (c) The Put Option may be exercised by the Investor by delivery to the Grantors of a Put Notice at any time following the occurrence of a TPG Specified Event and/or IFC Specified Event as the case may be. A copy of the Put Notice shall be provided to the other Investor simultaneously with the Grantors. The Put Notice shall, inter alia, specify the number (and if applicable, the type) of Put Shares, the Put Price for those Put Shares (and the basis for its determination of the Put Price), the bank account into which the Put Price shall be paid, the nature of the relevant TPG Specified Event and/or IFC Specified Event as the case may be and the applicable Settlement Date (which shall be not less than twenty one (21) days nor more than one hundred and twenty (120) days after the date of the Put Notice).
- (d) In the event any Investor wishes to exercise the Put Option with respect to the Investor Securities, which are not Equity Shares, the Investor may require the Company to convert such Investor Securities into Equity Shares in accordance with the terms of the issue of such Investor Securities. On such request by the Investor, the Company shall and the Sponsors shall ensure that the Company shall, convert the Investor Securities into Equity Shares and takes all such necessary steps or such steps as may be reasonably requested by the Investor to ensure such conversion, in any event not later than ten (10) days from the date of the Put Notice.
- (e) On the Settlement Date:
 - (i) the Grantors shall pay to the Investor, into the bank account specified by such Investor, the Put Price set out in the Put Notice in immediately available funds, without deduction whatsoever for any fees, Taxes, duties, costs or other charges howsoever called (all of which shall be borne by the Grantors);
 - (ii) the Investor shall, after receipt of the Put Price, transfer to the Grantors free of all liens the Put Shares by taking the following immediate actions (A) execute and deliver necessary instructions to its depository participant to enable the debit from the Investor's demat account of the Put Shares in favour of the Grantors, and such instructions shall contain complete and accurate details of the Grantors demat account; and (B) take any further actions as required under the Applicable Law or otherwise to effect the Transfer of Put Shares to the Grantors; and
 - (iii) In relation thereto, the Sponsors shall execute and provide all necessary documents required for the purposes of an effective filing of Form FC-TRS pursuant to the Foreign Exchange Management Act, 1999 and the rules and regulations made thereunder.
- (f) If after the delivery of a Put Notice by any Investor, the other Investor decides to exercise the Put Option and delivers a Put Notice under Article 19.4(c) to the Grantors within twenty one (21) days after the date of the Put Notice from the first mentioned Investor, then notwithstanding anything stated in this Article 19.4, the Grantors shall ensure that the Put Shares (as indicated in Put Notice delivered by both Investors) are purchased from each of the Investors simultaneously.
- (g) For the avoidance of doubt, the Investor shall be entitled to any dividends, distributions, return of capital or any other fees or costs relating to the Put Shares which are the subject of the relevant Put Notice which were declared or due or otherwise had a record date on or before the Settlement Date. To the extent that any such dividends, distributions or return of capital are paid to the Grantors, whether before or after the Settlement Date, the Grantors shall be deemed to hold such amounts on trust and for the benefit of the Investor and shall promptly pay to the Investor an amount equal to the amount of such dividends, distributions or return of capital so received by it.

(h) Consents and approvals; Further assurances: The Grantors shall, and shall ensure that the Company shall, take all such action and do, perform, execute and deliver, in a due and expeditious manner, all acts, deeds and documents as shall be necessary from time to time to cause the effective performance of the Sponsors' obligations, and permit the effective performance of the Sponsors' obligations, under this Article 19.4, including voting or providing a written consent with respect to any of the voting shares, rights or interests of the Company in order to adopt or reject any corporate or shareholder resolutions necessary to effect the provisions of this Article 19.4 and making, or causing to be made, all governmental, regulatory and administrative filings with any appropriate Governmental Authority, and undertaking all other procedures or formalities, as required to effect the provisions of this Article 19.4.

(i) Assignment: The Investor may assign its rights under these Articles to one or more Transferees in connection with the Transfer of Investor Securities in the Company in the manner as agreed in writing by the Sponsors and the Investor.

19.5 For the purpose of this Article 19, "**Current Market Price**" shall mean the price to be calculated as per the methodology agreed in writing by the Sponsors and the Investor prior to or as of the IFC Equity Subscription Date.

19.6 The Sponsors shall procure all Approvals and take all steps necessary or desirable in connection with the consummation of the purchase of the Equity Securities of the Company pursuant to Article 19.2 and Article 19.3.

19.7 Any Investor delivering a notice under this Article 19 to the Sponsors and/or the Company shall ensure that a copy of such notice is simultaneously delivered to the other Investor. The Sponsors delivering a notice under this Article 19 to any Investor shall ensure that a copy of such notice is simultaneously delivered to the other Investor.

20 JOINT HOLDER

20.1 Joint holders

Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint Shareholders with benefits of survivorship subject to the following and other provisions contained in these Articles:

a) **Joint and several Liabilities for all Payments in Respect of shares**

the Joint holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such share.

b) **Title of survivors**

on the death of any such joint holders the survivor or survivors shall be the only person recognized by the Company as having any title to the share but the Board may require such evidence of death as it may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability of shares held by them jointly with any other person.

c) **Receipts of one sufficient**

only the person whose name stands first in the Register of Members may give effectual receipts of any dividends or other moneys payable in respect of share; and

d) **Delivery of certificate and giving of notices to first named Holders**

only the person whose name stands first in the Register of Members as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share or to receive documents from the Company and any such document served on or sent to such person shall deemed to be service on all the holders.

21 CONVERSION OF SHARES INTO STOCK

21.1 Conversion of Shares into stock or reconversion

The Company may, by ordinary resolution in General Meeting.

a) convert any fully paid-up shares into stock; and

b) re-convert any stock into fully paid-up shares of any denomination.

21.2 Transfer of stock

The holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulation under which the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit, provided that, the Board may, from time to time, fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

21.3 Rights of stock holders

- The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, participation in profits, voting at meetings of the Company, and other matters, as if they hold the shares for which the stock arose.

21.4 Regulations

Such of the regulations of the Company (other than those relating to share warrants), as are applicable to paid up share shall apply to stock and the words "share" and "shareholders" in those regulations shall include "stock" and "stockholders" respectively.

22 BORROWING POWERS

22.1 Power to borrow

Subject to the provisions of the Act and these Articles, the Board may, from time to time at its discretion, by a resolution passed at a meeting of the Board receive deposits or loans from members either as an advance of call or otherwise and generally raise or borrow money by way of deposits, loans, overdrafts, cash credit or by issue of bonds, debentures or debenture-stock (perpetual or otherwise) or in any other manner, or from any person, firm, company, co-operative society, any body corporate, bank, institution, whether incorporated in India or abroad, Government or any authority or any other body for the purpose of the Company and may secure the payment of any sums of money received, raised or borrowed; provided that the total amount borrowed by the Company (apart from temporary loans obtained from the Company's Bankers in the ordinary course of business) shall not without the consent of the Company in General Meeting exceed the aggregate of the paid up capital of the Company and its free reserves that is to say reserves not set apart for any specified purpose.

22.2 Term of Issue of Debenture

Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the General Meeting by a Special Resolution.

22.3 Securing payment or repayment of moneys borrowed

The payment and/or repayment of moneys borrowed or raised as aforesaid or any moneys owing otherwise or debts due from the Company may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit, and in particular by mortgage, charge, lien or any other security upon all or any of the assets or property (both present and future) or the undertaking of the Company including its uncalled capital for the time being, or by a guarantee by any Director, Government or third party, and the bonds, debentures and debenture-stocks and other securities may be made assignable, free from equities between the Company and the person to whom the same may be issued 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 any person or Company as the case may be.

22.4 Bonds, Debentures etc. to be under the control of the Directors

Any bonds, debentures, debenture-stock or their securities issued or to be issued by the Company shall be under the control of the Board who may issue them upon such terms and conditions, and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

22.5 Mortgage of uncalled capital

If any uncalled capital of the Company is included in or charged by any mortgage or other security the Directors shall subject to the provisions of the Act and these Articles make calls on the members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed.

22.6 Indemnity may be given

Subject to the provisions of the Act and these Articles if the Directors or any of them or any other person shall incur or be about to incur any liability whether as principal or surety for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability.

23 MEETING OF MEMBERS

23.1 Annual General Meeting

- (a) The Company shall, in each year, hold, in addition to any other meetings, a General Meeting as its Annual General meeting, and shall specify the meeting as such in the notice calling it, and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that the next and the Annual General Meeting shall be held within six months of the expiry of its financial year.

Provided that if the Registrar shall have, for any special reason, extended the time within which any Annual General Meeting shall be held, by a period not exceeding three months, then such Annual General Meeting may be held within such extended period.

- (b) Every Annual General Meeting shall be called at a time during business hours and on such day (not being a public holiday) as the Directors may from time to time determine and it shall be held either at the Registered Office of the Company or at some other place within the City, town or village in which the Registered office is situated.
- (c) The Statutory Meeting of the Company shall be held at such place and at such time (not less than one month nor more than six months from the date at which the Company is entitled to commence business) as the Directors may determine and in connection therewith, the Directors shall comply with the provisions of Section 165 of the Companies Act, 1956.

23.2 Distinction between AGM & EGM

All the General Meetings of the Company other than Annual General Meetings shall be called Extraordinary General Meetings.

23.3 Directors may call EGM

The Directors may call an Extra-ordinary General Meeting whenever they think fit.

23.4 Length of notice of General Meeting

- (a) A General Meeting of the Company, Annual or Extraordinary and by whomsoever called, may be called by giving not less than 21 days clear prior notice in writing..
- (b) A General Meeting may be called by giving shorter notice than that specified in clause (1) hereof if consent is accorded thereto (a) in the case of an Annual General Meeting by all the members entitled to vote thereto and (b) in case of any other general meeting, by members of the Company holding not less than ninety-five per cent of such part of the paid up share capital of the Company as gives a right to vote at the meeting.

PROVIDED THAT where any members of the Company are entitled to vote only on some resolution or resolutions to be moved at a meeting and not on the others, those members shall be taken into account for the purpose of this clause in respect of the former resolution and not in respect of the latter.

23.5 Meeting not to transact business not mentioned in notice

A notice under Article 23.4 shall be given to the shareholders setting out an agenda identifying in reasonable detail the matters to be discussed. No General Meeting, Annual or Extraordinary shall be competent to enter upon discuss or transfer any business which has not been mentioned in the notice or notices upon which it was convened.

23.6 Quorum for General Meeting

For all purposes the quorum at a general meeting shall be five members personally present. A body corporate being a member shall be deemed to be personally present if it is represented in accordance with the Act.

23.7 Business confined to election of Chairman whilst chair is vacant

- a) The Chairman (if any) of the Board of Directors shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary. If there is no such Chairman of the Board of Directors, or if at any meeting he is not present within fifteen minutes of the time appointed for holding such meeting or if he is unable or unwilling to take the chair, then the Members present shall elect another Director as Chairman, and if no Director be present or if all the Directors present decline to take the chair then the Members present shall elect one of the members to be the Chairman of the meeting.
- b) No business, except the election of a Chairman, shall be discussed at any General Meeting whilst the Chair is vacant.

23.8 Chairman with consent may adjourn meeting

The Chairman with the consent of the Members may adjourn any Meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

When a Meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment of or any business to be transacted at an adjourned meeting.

23.9 Chairman's casting vote

In the case of an equality of votes the Chairman shall both on a show of hands and on a poll (if any) have casting vote in addition to the vote or votes to which he may be entitled as a Member.

23.10 In what case poll taken without adjournment

Any poll duly demanded on the election of Chairman of the meeting or any question of adjournment shall be taken at the meeting forthwith.

23.11 Questions at general meetings, how decided

At any general meeting a resolution including a special resolution put to the vote at the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of a show of hands) demanded:

- a) by the Chairman or
- b) by any member or members present in person or by proxy and having not less than one-tenth of the total voting power in respect of the resolution; or
- c) by any member or members present in person or by proxy and holding shares in the company on which an aggregate sum of not less than Rupees fifty thousand has been paid up.

23.12 A declaration by the Chairman that in pursuance of voting on a show of hands, a resolution has or has not been carried, either unanimously or by a particular majority, and any entry to that effect in the books containing the minutes of the proceedings of the meeting shall be conclusive evidence of the fact, without proof of the number of proportion of votes in favor or against such resolution.

23.13 Demand for poll not to prevent transaction of other business

The demand for a poll except on the question of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

23.14 Members in arrears not to vote

No Member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of shareholders either upon a show of hands or upon a poll or be reckoned in a quorum 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 or lien.

23.15 Number of votes each member entitled

Subject to the provision of these Articles and without prejudice to any special privileges, or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the company, every Member, not disqualified by the last preceding Article shall be entitled to be present, and to speak and to vote at such meeting, and on a show of hands every member present in person shall have one vote and upon a poll the voting right of every Member present in person or by proxy shall be in proportion to

his share of the paid-up equity share capital of the Company, Provided, however, if any preference share-holder is present at any meeting of the Company, save as provided in clause (b) of sub-section (2) of Section 87 of the Companies Act, 1956, he shall have a right to vote only on resolution placed before the meeting which directly affect the rights attached to his preference shares.

23.16 Casting of votes by a member entitled to more than one vote

On a poll taken at a meeting of the Company a member 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.

23.17 Vote of member of unsound mind

If any Member is lunatic or, idiot, the vote in respect of his shares shall be cast by his legal guardian(s), provided that such evidence of the authority of the person claiming to vote as shall be accepted by the Directors shall have been deposited at the office of the Company not less than forty eight hours before the time of holding a meeting.

23.18 Postal Ballot

Notwithstanding anything contained in the provisions of the Act and the Rules made there under, the Company may, and in the case of resolutions relating to such business as may be prescribed by such authorities from time to time, declare to be conducted only by postal ballot, shall, get any such business/resolutions passed by means of postal ballot, instead of transacting the business in the General Meeting of the Company.

23.19 Votes of joint members

If there are joint holders of any shares, any one of such persons may vote at any meeting or appoint another person (whether a Member or not) as his proxy in respect of such shares, as if he were solely entitled thereto but the proxy so appointed shall not have any right to speak at the meeting and if more than one of the said persons remain present than the person whose name stands higher on the Register shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint holders shall be entitled to be present at the meeting. Several executors or administrators of a deceased Member in whose name share stands shall for the purpose of these Articles be deemed joints holders thereof.

23.20 Votes may be given by proxy or by representative

Votes may be given either personally or by attorney or by proxy or in case of a company, by a representative duly Authorized as mentioned in these Articles.

23.21 Representation of a body corporate

A body corporate (whether a company within the meaning of the Act or not) may, if it is member or creditor of the Company (including being a holder of debentures) authorize such person by resolution of its Board of Directors, as it thinks fit, in accordance with the provisions of the Act to act as its representative at any Meeting of the members or creditors of the Company or debentures holders of the Company. A person authorized by resolution as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate as if it were an individual member, creditor or holder of debentures of the Company.

23.22 Members paying money in advance

- a) A member paying the whole or a part of the amount remaining unpaid on any share held by him although no part of that amount has been called up, shall not be entitled to any voting rights in respect of the moneys paid until the same would, but for this payment, becoming presently payable.

- b) **Members not prohibited if share not held for any specified period**

A member is not prohibited from exercising his voting rights on the ground that he has not held his shares or interest in the Company for any specified period preceding the date on which the vote was taken.

23.23 Votes in respect of shares of deceased of Insolvent members

Any person entitled under Article 12.13 (transmission clause) to transfer any share 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 at least forty-eight hours before the time of holding the meeting or adjourned meeting, as the case may be at which he proposes to vote provided he shall satisfy the Directors of his right to transfer such shares and give such indemnity (if any) as the Directors may require or the directors shall have previously admitted his right to vote at such meeting in respect thereof.

23.24 No votes by proxy on show of hands

No Member personally present shall be entitled to vote on a show of hands unless such member is present by attorney or is a corporation present by proxy or a company present by a representative duly Authorized under the provisions of the Act in which case such attorney, proxy or representative may vote on a show of hands as if he were a Member of the Company. In the case of a company the production at the meeting of a copy of such resolution duly signed by a Director or Secretary of such company and certified by him as being a true copy of the resolution shall be accepted by the Company as sufficient evidence of the authority of the appointment.

23.25 Appointment of a proxy

Any member of the Company entitled to attend and vote at a Meeting of the Company shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote on a poll, instead of himself PROVIDED ALWAYS THAT a proxy so appointed shall not have any right whatsoever to speak at the Meeting. Every notice convening a Meeting of the Company shall state that a member entitled to attend and vote is entitled one or more proxies.

23.26 Form of proxy

Every instrument of proxy whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in any one of the forms set out in Schedule IX of the Act, or if the appointer is a body corporate be under its seal or be signed by any Officer or attorney duly Authorized by it.

23.27 Validity of votes given by proxy notwithstanding death of a member

A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the Member, or revocation of the proxy or of any power of attorney which such proxy signed, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death or insanity, revocation or transfer shall have been received at the office before the meeting.

23.28 Inspection of proxies

Every member entitled to vote at a Meeting of the Company according to the provisions of these Articles on any resolution to be moved thereof shall be entitled during the period beginning twenty-four hours being the time fixed for the commencement of the Meeting, to inspect proxies lodged, at any time during the business hours of the Company provided not less than three days notice in writing of the intention to inspect is given to the Company.

23.29 Time for objections to votes

No objection shall be made to the validity of any vote, except at any 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.

23.30 Chairman of the Meeting to be the judge of validity of any vote

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 time of taking a poll shall be the sole judge of the validity of every vote tendered at such poll.

23.31 Resolutions requiring special notice

- 1) Whereby any provision contained in the Act or in these Articles special notice is required for any resolution, notice of the intention to move the resolution shall be given to the Company not less than fourteen days before the Meeting at which it is to be moved exclusive of the day on which the notice is served or deemed to be served and the day of the meeting.
- 2) The Company shall, immediately after the notice of the intention to move any such resolution has been received by it, give its members notice of the resolution in the same manner as it gives notice of the Meeting, or if that is not practicable, shall give them notice thereof either by advertisement in a newspaper having an appropriate circulation or in any other mode allowed by these presents not less than seven days before the Meeting.
- 3) The following resolution shall require special notice:
 - a) resolution under Section 225 of the Companies Act, 1956 at an Annual General Meeting for appointing a person as Auditor other than a retiring Auditor or providing expressly that a retiring Auditor shall not be re-appointed.

- b) resolution under Section 284 of the Companies Act, 1956 removing a Director before the expiry of his period of office;
- c) resolution under Section 284 of the Companies Act, 1956 appointing a Director in place of the Directors so removed.

24 DIRECTORS

24.1 Number of Directors

Until otherwise determined by a General Meeting of the Company and subject to the provisions of the Section 252 of the Companies Act, 1956, the number of Directors (including Debenture and Alternate Directors) shall not be less than three and not more than twelve.

The First Directors of the Company are:

1. Mr. S.K. Talati
2. Ms. Padma Kalani
3. Ms. Radhabai Kalani

24.2 Qualification shares

A Director of the Company shall not be bound to hold any qualification shares in the Company.

24.3 Nominee Directors

- a) Subject to the provisions of the Act and notwithstanding anything to the contrary contained in these Articles, any Financing Company or Body Corporate or Bank or Insurance Corporation (hereinafter referred to as "the Financial Institution") shall have a right to appoint, remove, reappoint, substitute from time to time, its nominee as a Director (hereinafter referred to as the "Nominee Director") on the Board of the Company, so long as any moneys remain owing to them or any of them, by the Company, out of any Financial assistance granted by them or any of them to the Company by way of loan and/or by holding debentures and/or share in the Company and/or a result of underwriting or direct subscription and/or any liability of the Company arising out of the guarantee furnished by the Financial Institution on behalf of the Company remains outstanding.
- b) The Nominee Director/s so appointed shall not be required to hold any qualification shares in the Company nor shall be liable to retire by rotation. The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s so appointed. Subject to the aforesaid Article 24.3(a) the said Nominee Director/s shall be entitled to the same rights and privileges including receiving of notices, copies of the minutes, sitting fees, etc. as any other Director of the Company is entitled.
- c) If the Nominee Director/s is an officer of any of the financial institution the sitting fees in relation to such nominee Directors shall accrue to such financial institution and the same accordingly be paid by the Company to them. The Financial Institution shall be entitled to depute observe to attend the meetings of the Board or any other Committee constituted by the Board.
- d) The Nominee Director/s shall, notwithstanding anything to the Contrary contained in these Articles, be at liberty to disclose any information obtained by him/them to the Financial Institution appointing him/them as such Director/s.

24.4 CCP right to appoint Director

CCP shall, so long as it holds at least 5% of the issued and paid up Share Capital of the Company computed on a Fully Diluted Basis, have a right to appoint from time to time, subject to applicable laws, any one person, as Director on the Board (which Director is/are hereinafter referred to as the "CCP Nominee Director") and to remove from such office any person so appointed and to appoint any person in his/her place.

24.5 Investor right to appoint Director

Each Investor, as long as it holds not less than 5% (five percent) of the Share Capital of the Company on a Fully Diluted Basis (taking into account all Equity Securities held by the Investor and/ or its Affiliates), shall have the right to nominate to the Board 1 (one) Director ("Investor Director"), whose office shall not be capable of being vacated by retirement or by rotation. The Investor Director shall have the right to be appointed as a member to any and all committee(s)/sub-committee(s) of the Board (as set up from time

to time). If at any time the Sponsors or any of the Sponsors' Affiliates are entitled to vote for the election of directors to the Board, they shall vote all of their Equity Shares or execute proxies or written consents, as the case may be, and take all other necessary action (including causing the Company to call a special meeting of shareholders) in order to ensure that the Investor Director is appointed to the Board as a Director whose office shall not be capable of being vacated by retirement or by rotation, including voting at the next and any subsequent annual general meetings of the Company. To the extent any specific information is required to be provided by the Investor Director to the Company pursuant to the Applicable Law in connection with and for the purposes of the appointment of such Investor Director, the Investor Director shall be required to provide such information to the Company.

In order to effect any decision regarding appointment, replacement and/or removal of the Investor Director, the Investor may issue a written notice to the Company specifying its decision and providing, in the case of an appointment or replacement, the name and Director Identification Number (DIN) of the nominee ("Investor Director Notice"). The Company shall and the Sponsors shall cause the Company to procure that such appointment, replacement and/or removal is effected, including the filings of appropriate forms with the ROC, as soon as practicable after receipt of the Investor Director Notice (including calling a meeting of the board of directors, or causing the Company to call a special meeting of shareholders, if necessary).

The Investor Director shall be a non-executive Director, who shall have no responsibility for the day-to-day management of the Company and shall not be liable for any failure by the Company to comply with Applicable Law or be construed as an "officer in default" (under the Act) or an "occupier" (of the Company's premises) under the Applicable Law.

24.6 Debenture Directors, or mortgage, Directors

Any trust deed for securing the debentures or debenture-stock (or a deed or mortgage of any assets of the Company) may if so arranged, provide for the appointment from time to time by the trustees thereof or by the holders of the debentures or debenture-stock (or in the case of a deed of mortgage by the person or persons having such power) of some person to be a Director of the Company and may empower such trustees or holders of debentures or debenture-stocks (or such person or persons) from time to time, remove any Director so appointed. The Director appointed under the article is herein referred to as the "Debenture Director" (or a "Mortgage Director") and the term "Debenture Director" (or "Mortgage Director") means the Director for the time being in office under this article. This Debenture Director (or the Mortgage Director) shall not be liable to retire by rotation, or be removed by the Company. The trust deed (or the mortgage deed) may contain such ancillary provisions as may be arranged between the Company and the trustees (or mortgage) and all such provisions shall (subject to the provisions of the Act) have effect notwithstanding any of the other provisions herein contained.

24.7 Professional Directors

Any Advocate or Chartered Accountant or any professional who may for the time being be a Director of the Company:

- a) shall be entitled to charge the Company, professional remuneration for all work done by him for or on behalf of the Company at the rate agreed upon and on such terms and conditions as may be agreed upon;
- b) shall be entitled to vote on all resolutions on all matters in any way he thinks fit irrespective of the fact that he has advised upon or been concerned with any matters relating to the said resolution prior to the passing thereof or is likely to advise upon or may have to deal with matters relating to any resolution after the same has been passed.
- c) shall not be liable or responsible for the day to day or routine management and running of the Company and its affairs including setting aside, appropriations or payment of any statutory dues by or on behalf of the Company; and
- d) shall be indemnified by the Company in respect of and fines or penalties that may be imposed upon him as a Director of the Company as a result of any act or omission of the Company and/or any of its Officers in failing to comply with any requirements of the law whether with regard to any payments to be made or otherwise howsoever, and also against all costs, charges and expenses that may be incurred by him in any proceeding against or relating to the said Professional Director in his capacity as a Director.

24.8 Appointment of alternate Director

The Board may appoint an Alternate Director to act for a Director (hereinafter called "The Original Director") during his absence for a period of not less than three months from the State in which the meetings of the Board are ordinarily held. An Alternate Director appointed under this Article shall not hold office for 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 that State. If the term of Office of the Original Director is determined before he so returns to that State, any provision in the Act or in these Articles for the automatic re-appointment of retiring Director in default of another appointment shall apply to the Original Director and not to the Alternate Director.

24.9 Investor Alternate Director

The Investor shall also be entitled to nominate an alternate Director to an Investor Director in accordance with the Act and such alternate Director may receive all notices, attend all Board / committee(s)/ sub-committee(s) meetings and exercise all voting rights of the Investor Director when such Investor Director is not in attendance.

24.10 Additional Director

Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint any other person to be an Additional Director. Any such Additional Director shall hold office only up to the date of the next Annual General Meeting.

24.11 Directors power to fill casual vacancies

Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint a Director who shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it had not been vacated by him.

24.12 Sitting Fees

- a) Until otherwise determined by the Company in General Meeting, each Director other than the Managing/Whole-time Director (unless otherwise specifically provided for) shall be entitled to sitting fees not exceeding a sum prescribed in the Act for attending meetings of the Board or committees thereof.

24.13 Remuneration of Directors

The remuneration of a Director for his service shall be such sum as may be determined by the Board of Directors but not exceeding such sum as may be prescribed by the Act or Central Government and/or the listing agreement with Stock Exchange. The Directors subject to the sanction of the Central Government (if any required) may be paid such further remuneration as the Company in General Meeting shall, from time to time, determine and such further remuneration shall be divided among the Directors in such proportion and manner as the Board may from time to time determine, and in default of such determination shall be divided amongst the Directors equally.

- b) Subject to the provisions of the Act, a Director who is neither in the whole-time employment of the Company nor a Managing Director, may be paid remuneration either:
 - (i) by way of monthly, quarterly or annual payment with the approval of the Central Government; or
 - (ii) by way of commission if the Company by a special resolution authorizes such payment

24.14 Traveling expenses incurred by Directors on Company's business

The Board of Directors may subject to the limitations provided in the Act allow and pay to any Director who attends a meeting at a place other than his usual place of residence for the purpose of attending a meeting, such sum as the Board may consider fair, compensation for travelling, hotel and other incidental expenses properly incurred by him, in addition to his fee for attending such meeting as above specified.

Subject to the Applicable Law, the Company shall pay the Investor Director all out-of-pocket expenses (including all reasonable business airfare travel and boarding expenses as per prevalent Company policy) incurred in order to attend Board/ committee(s)/sub-committee(s) meetings and Shareholders' meetings

24.15 Special remuneration to Directors

If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing out of the city of his normal residence or otherwise for any of the purposes of the Company, the Company shall subject as aforesaid, remunerate such Director either by a fixed sum or by a percentage of profits or otherwise as may be determined by the Directors and such remuneration may be either in addition to or in substitution for his remuneration above provided.

24.16 Directors may act notwithstanding any vacancy

The continuing Directors may act notwithstanding any vacancy in their body, provided that if the number falls below the minimum number fixed by Article 24.1 hereof the continuing Directors may act for the purpose of increasing the number of Directors to that minimum number, or for summoning a General Meeting of the Company or in emergencies but not other purpose.

24.17 Directors may contract with the Company

Subject to the provisions of the Act and observance and fulfilment thereof and subject to restrictions imposed by Articles, no Director shall be disqualified by his office of a Director in the Company from contracting with the Company either as vendor, purchaser, agent, broker or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relationship thereby established, but it is declared that the nature of his interest must be disclosed by him as provided by the Act.

24.18 Directors may be Directors of Companies promoted by the Company

A Director of the Company may become a Director of any Company promoted by the Company, or in which he may be interested as a vendor or Member and subject to the provisions of the Act and these Articles no such Director shall be accountable for any benefits received as a Director or Member of such Company.

24.19 Loans to Directors

The Company shall observe the restriction imposed on the Company in regard to grant of loans to Directors and other persons as provided in Section 295 and other applicable provisions, if any, of the Act.

24.20 The Company may increase or reduce the number of Directors

Subject to the provisions of the Act and these Articles, the Company may by an ordinary resolution in General Meeting from time to time increase or reduce within the maximum limit permissible the number of Directors provided that any increase in the number of Directors exceeding the limit in that behalf provided in the Act shall not have any effect unless approved by the Central Government and shall become void if and so far it is disapproved by the Government.

25 PROCEEDING OF THE BOARD OF DIRECTORS

25.1 Meetings of Directors

- a) The Board of Directors may meet for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.
- b) The Chairman of the Board of Directors or the Managing Director or any two Directors may at any time convene a meeting of the Board of Directors.

25.2 Notice for meeting

At least 15 (fifteen) days prior written notice shall be given to each Director of any Board / committee / sub-committee meeting, provided that a meeting may be convened at a shorter notice if majority of the Directors on the Board, or the committee or sub-committee of the Board, as the case may be, agree to such shorter notice. The agenda identifying in reasonable detail the matters to be discussed at the meeting and copies of any relevant papers shall be circulated at least 15 (fifteen) days prior to the proposed Board / committee / sub-committee meeting (in each case, unless majority of the Directors on such Board/ committee/sub-committee agree on a shorter period).

25.3 Chairman

The Directors may from time to time elect from among their members a Chairman of the Board and determine the period for which he is to hold office. If at any meeting of the Board, the Chairman is not

present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of the Directors then present to preside at the meeting.

25.4 Questions at Board meeting how decided

At any Board/ committee/sub-committee meeting, each Director may exercise 1 (one) vote. The adoption of any resolution of the Board/ committee/sub-committee meeting shall require the affirmative vote of a majority of the Directors present at a duly constituted Board / committee/sub-committee meeting and in the case of an equality of votes, the Chairman will have a second or casting vote.

25.5 Directors may appoint committee

Subject to the provisions of the Act, the Board may delegate any of their powers to a Committee consisting of such member or members of its body as it thinks fit, and it may from time to time revoke and discharge any such committee either wholly or in part and either as to person, or purposes, but every Committee 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 in conformity with such regulations and in fulfilment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board.

25.6 Committee Meetings how to be governed

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 regulations made by the Directors under the last preceding Article.

25.7 Resolution by Circular

- a) A resolution passed by circular without a meeting of the Board or a committee of the Board appointed under Article 25.5 shall, subject to the provisions of sub-clause (b) hereof and the Act be as valid and effectual as a Resolution duly passed at a meeting of the Board or of a committee duly called and held.
- b) A resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by a circular, if the Resolution has been circulated in draft together with the necessary papers, if any, to all the Directors or to all the members of the Committee then in India (not being less in number than the quorum requisite for a Meeting of the Board or the committee as the case may be) and to all other Directors or other members of the Committee at their usual addresses in India and has been approved by such of the Directors or members of the committee as are then in India or by a majority of such of them as are entitled to vote on the Resolution.
- c) Subject to the provisions of the Act, a statement signed by the Managing Director, Secretary or other person authorized in that behalf by the directors certifying the absence from India of any Directors shall for the purposes of this Article be prima facie conclusive.

25.8 Acts of Board or Committee shall be valid notwithstanding defect in appointment

Subject to the provisions of the Act, all acts done by any meeting of the Board or by a Committee of the Board, or by any person acting as a Director shall notwithstanding that it shall 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.

25.9 Quorum for Meeting of the Board

The quorum for the Board meeting/ committee/sub-committee shall be in accordance with the Act, provided that the presence of the Investor Director nominated by each of the Investor (if so nominated) will be required in order to constitute a quorum for a Board / committee/sub-committee meeting.

If such a quorum is not present within 1 (one) hour from the time set for the Board / committee/sub-committee meeting, the meeting shall be adjourned to the same time and place 6 (six) Business Days later and notice and agenda for the adjourned Board Meeting / committee/sub-committee shall be sent to all the Directors of the Company. If a Board Meeting / committee/sub-committee is adjourned, the Directors present at the adjourned Board/ committee/sub-committee Meeting convened in accordance with this Article 25.9 shall, subject to the provisions of the Applicable Law, constitute a valid quorum for such meeting.

26 RETIREMENT AND ROTATION OF DIRECTORS

26.1 Retirement by Rotation

- a) Not less than two-third of the total number of directors of the Company shall be person whose period of office is liable to determination by retirement of Directors by rotation and save as otherwise expressly provided in the Act and these Articles, be appointed by the Company, in General Meeting.
- b) The remaining Directors shall be appointed in accordance with the provisions of the Articles.

26.2 Directors to retire annually how determined

At the Annual General Meeting in each year one-third of the Directors for the time being as are liable to retire by rotation or, if their number is not three or multiple of three then the number nearest to one-third shall retire from office.

26.3 Ascertained of Directors retiring by rotation

Subject to the provisions of the Act and these Articles the Directors to retire by rotation under the foregoing Article at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who became Directors on the same day, those who are to retire shall in default of and subject to any agreement among themselves, be determined by lot. Subject to the provisions of the Act, a retiring Director shall retain office until the dissolution of the meeting at which the re-appointment is decided or his successor is appointed.

26.4 Eligibility for reappointment

Subject to the provisions of the Act and these Articles, a retiring Director shall be eligible for re-appointment.

26.5 Company to fill up vacancy

Subject to the applicable provisions of the Act and these Articles, the Company, at the Annual General Meeting at which a Director retires in manner aforesaid may fill up the vacated office by selecting the retiring Director or some other person thereto.

26.6 Provisions in default in appointment

- (1) If the place of the retiring Director is not so filled up and the meeting had not expressly resolved not 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 public holiday, till the next succeeding day which is not a public holiday, at the same time and place.
- (2) 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 re-appointed at the adjourned meeting unless:
 - a) At the meeting or at the previous meeting a resolution for the re-appointment of such Director has been put to the meeting and lost;
 - b) The retiring Director has by a notice in writing addressed to the Company or its Board of Directors, expressed his unwillingness to be so re-appointed;
 - c) He is not qualified or is disqualified for appointment;
 - d) A resolution whether special or ordinary is required for the appointment or re-appointment by virtue of any provisions of the Act;
 - e) Sub-clause (2) of Section 162 of the Act is applicable to the case.

26.7 Notice of candidature for office of Director

- 1) Subject to the provisions of the Act and these Articles, any person who is not a retiring Director shall be eligible for appointment to the Office of Director at any General Meeting if he or any member intending to propose him, has at least 14 clear days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for that office or the intention of such member to propose him as a candidate for that office as the case may be. The Company shall duly comply with the provisions of Section 257 of the Companies Act, 1956 for informing its members of the candidature of the Director concerned.

- 2) Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 257, signifying his candidature for the office of a Director) proposed as candidate for the office of a Director shall sign and file with the company, his consent in writing to act as a Director, if appointed.
- 3) A person other than a Director re-appointed after retirement by rotation or immediately on the expiry of his term of office, or an additional or alternate Director, or a person filling a casual vacancy in the office of a Director under the Act, appointed as a Director or re-appointed as an additional.

Or alternate Director immediately on the expiry of his term of office, shall not act as a Director of the company, unless he has within 30 days of his appointment signed and filed with the Registrar his consent in writing to act as such Director.

26.8 Individual resolutions for Directors appointments

At a General Meeting of the Company, a motion shall not be made for the appointment of two or more persons as Directors of the Company by a single resolution unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it. A resolution moved in contravention of this Article shall be void whether or not objection was taken at the time to its being so moved: Provided that where a resolution so moved is passed and no provision for the automatic re-appointment of retiring Directors by virtue of these Articles or the Act in default of another appointment shall apply.

27 REMOVAL OF DIRECTORS

27.1 Removal of Directors

- 1) The Company may (subject to the provisions of Section 284 of the Companies Act, 1956 and other applicable provisions of the Act and these Articles) remove any Director before the expiry of his period of office.
- 2) Special notice as provided by Section 190 of the Companies Act, 1956 shall be given of any resolution to remove a Director under this Article or to appoint some other person in place of a Director so removed at the meeting at which he is removed.
- 3) On receipt of notice of a resolution to remove a director under this Article, the Company shall forthwith send a copy thereof to the Director concerned and the Director (whether or not he is a member of the company) shall be entitled to be heard on the resolution at the meeting.
- 4) Where notice is given of a resolution to remove a Director under this Article and the Director concerned makes with respect thereto representation in writing to the Company (not exceeding a reasonable length) and requests its notification to members of the Company, the company shall unless the representation is received by it too late, for it to do so:
 - a) in the notice of the resolution given to members of the company state the fact of the representation having been made, and
 - b) send a copy of the representation to every member of the company, and if a copy of the representations is not sent as aforesaid because they were received too late or because of the Company's default the Director may (without prejudice to his right to be heard orally) require that the representations shall be read out at the meeting.

Provided that copy of the representation need not be sent or read out at the meeting on the application of the Company or of any other person who claims to be aggrieved if the Court is satisfied that the rights conferred by this sub-clause are being abused to secure needless publicity for defamatory matter.

- 5) A vacancy created by the removal of a director under this Article may, if he had been appointed by the Company in General Meeting or by the Board in pursuance of Article 24.11 or as per the applicable provisions of the Act be filled by the appointment of another Director in his stead by the meeting at which he is removed.

Provided special notice of the intended appointment has been given under sub-clause (2) hereof. A director so appointed shall hold office until the date up to which his predecessor would have held office if he had and not been removed as aforesaid.

- 6) If the vacancy is not filled under sub-clause (5), it may be filled as a casual vacancy in accordance with the provisions in so far as they are applicable, of Article 24.11 or as per the applicable provisions of the Act, and all the provisions of that section shall apply accordingly.

- 7) A Director who was removed from the office under this Article shall not be reappointed as a Director by the Board of Directors.

27.2 Removal and replacement of Investor Director

Subject to the provisions of the Act, an Investor Director may only be removed from the Board to which the Investor Director is appointed, with or without cause, by the Investor appointing such Investor Director in its sole and absolute discretion. In the event that an Investor Director resigns or the office of an Investor Director becomes vacant for any reason, the Investor who appointed such Investor Director will have the right to nominate such Director's successor or replacement.

27.3 Consent of Company necessary for the exercise of certain powers

The Board of Directors shall not except with the consent of the Company in General Meeting:

- a) 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 Company the whole or substantially the whole of any such undertaking;
 - b) remit or give time for the repayment of any debt due by a Director;
 - c) invest otherwise than in trust securities, the amount of compensation received by the Company in respect of the compulsory acquisition of any such undertaking as is referred in sub-clause (a) above, or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on with difficulty or only after a considerable time;
 - d) borrow moneys in excess of the limits prescribed in the Act.
 - e) contribute, to charitable and other funds not directly relating to the business of the Company or the Welfare of its employees, any amounts the aggregate of which will in any financial year exceed Fifty Thousand Rupees or five percent of its average net profits as determined in accordance with the Act during the three financial years, immediately preceding, whichever is greater.
- 1) The Board shall exercise the following powers on behalf of the Company and it shall do so only by means of resolution passed at the meetings of the Board of Directors:
- a) the power to make calls on members in respect of money unpaid on their share;
 - b) the power to issue debentures;
 - c) the power to borrow moneys otherwise than on debentures;
 - d) the power to invest the funds of the Company;
 - e) the power to make loans.

Provided that the Board may, by resolution passed at a meeting, delegate to any Committee of Directors or the Managing Director, or the Secretary, or any principal officer of the Company or of any of its branch offices the powers specified to in (c), (d) and (e) of this sub-clause to the extent specified below on such conditions as the Board may prescribe.

- 2) Every resolution delegating the power referred to in sub-clause (1) (c) shall specify the total amount outstanding at any one time up to which moneys may be borrowed by the delegate. Provided, however, that where the Company has an arrangement with its bankers for the borrowing of money by way of overdraft, cash credit or otherwise, the actual day-to-day operation of the overdraft, cash credit or the accounts by means of which the arrangement made availed of shall not require sanction of Board.
- 3) Every resolution delegating the power referred to in sub-clause (1) (d) shall specify the total amounts up to which the funds may be invested and the nature of the investments which may be made by the delegates.
- 4) Every resolution delegating the power referred to in sub-clause (1) (e) shall specify the total amount up to which loans may be made by the delegates, the purpose for which the loans may be made and the maximum amount of loans which may be made for each such purpose in individual cases.
- 5) Nothing contained in this Article shall be deemed to affect the right of the Company in General Meeting to impose restrictions and conditions on the exercise by the Board and any of the powers referred to in (a), (b), (c) and (d) of clause (1) above.

28 POWERS OF THE BOARD

28.1 Powers of the Board

The business of the Company shall be managed by the Board who may exercise all such powers of the Company and do all such acts and things as may be necessary, unless otherwise restricted by the Act, or by any other law or by the Memorandum or by the Articles required to be exercised by the Company in General Meeting. However 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.

28.2 Certain powers of the Board

Without prejudice to the general powers conferred by the Article 28.1 and so as not in any way to limit or restrict these powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in the last preceding two Articles, it is hereby, declared that the Directors shall have the following powers, that is to say:

1) To acquire any property, rights, etc.

Subject to the provisions of the Act, to purchase or otherwise acquire any lands, buildings, machinery, premises, property, effects, assets, rights, creditors, royalties, business and goodwill of any person firm or company carrying on the business which this Company is authorized to carry on, in any part of India.

2) To take on Lease

Subject to the provisions of the Act to purchase, take on lease for any term or terms of years, or otherwise acquire any land or lands, with or without buildings and out-houses thereon, situate in any part of India, at such conditions as the Directors may think fit, and in any such purchase, lease or acquisition to accept such title as the Directors may believe, or may be advised to be reasonably satisfy.

3) To erect & construct

To erect and construct, on the said land or lands, buildings, houses, warehouses and sheds and to alter, extend and improve the same, to let or lease the property of the company, in part or in whole for such rent and subject to such conditions, as may be thought advisable; to sell such portions of the land or buildings of the Company as may not be required for the company; to mortgage the whole or any portion of the property of the company for the purposes of the Company; to sell all or any portion of the machinery or stores belonging to the Company.

4) To pay for property

At their discretion and subject to the provisions of the Act, the Directors may pay property rights or privileges acquired by, or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company, and any such share may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

5) To insure properties of the Company

To insure and keep insured against loss or damage by fire or otherwise for such period and to such extend as they may think proper all or any part of the buildings, machinery, goods, stores, produce and other moveable property of the Company either separately or co-jointly; also to insure all or any portion of the goods, produce, machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power.

6) To open Bank accounts

To open accounts with any Bank or Bankers and to pay money into and draw money from any such account from time to time as the Directors may think fit.

7) To secure contracts by way of mortgage

To secure the fulfillment of any contracts or engagement entered into by the Company by mortgage or charge on all or any of the property of the Company including its whole or part of its undertaking as a going concern and its uncalled capital for the time being or in such manner as they think fit.

- 8) **To accept surrender of shares**
To accept from any member, so far as may be permissible by law, a surrender of the shares or any part thereof, on such terms and conditions as shall be agreed upon.
- 9) **To appoint trustees for the Company**
To appoint any person to accept and hold in trust, for the Company property belonging to the Company, or in which it is interested or for any other purposes and to execute and to do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
- 10) **To conduct legal proceedings**
To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its Officer, or otherwise concerning the affairs and also to compound and allow time for payment or satisfaction of any debts, due, and of any claims or demands by or against the Company and to refer any difference to arbitration, either accordingly to Indian or Foreign law and either in India or abroad and observe and perform or challenge any award thereon.
- 11) **Bankruptcy & Insolvency**
To act on behalf of the Company in all matters relating to bankruptcy insolvency.
- 12) **To issue receipts & give discharge**
To make and give receipts, release and give discharge for moneys payable to the Company and for the claims and demands of the Company.
- 13) **To invest and deal with money of the Company**
Subject to the provisions of the Act, and these Articles to invest and deal with any moneys of the Company not immediately required for the purpose thereof, upon such authority (not being the shares of this Company) or without security and in such manner as they may think fit and from time to time to vary or realize such investments. Save as provided in Section 49 of the Companies Act, 1956, all investments shall be made and held in the Company's own name.
- 14) **To give Security by way of indemnity**
To execute in the name and on behalf of the Company in favor of any Director or other person who may incur or be about to incur any personal liability whether as principal or as surety, for the benefit of the Company, such mortgage of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and other powers, provisions, covenants and agreements as shall be agreed upon;
- 15) **To determine signing powers**
To determine from time to time persons who shall be entitled to sign on Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purpose, whether by way of a resolution of the Board or by way of a power of attorney or otherwise.
- 16) **Commission or share in profits**
To give to any Director, Officer, or other persons employed by the Company, a commission on the profits of any particular business or transaction, or a share in the general profits of the company; and such commission or share of profits shall be treated as part of the working expenses of the Company.
- 17) **Bonus etc. to employees**
To give, award or allow any bonus, pension, gratuity or compensation to any employee of the Company, or his widow, children, dependents that may appear just or proper, whether such employee, his widow, children or dependents have or have not a legal claim on the Company.
- 18) **Transfer to Reserve Funds**
Before recommending any dividend subject to provisions of Section 205 of the Companies Act, 1956, to set aside out of the profits of the Company such sums as they may think proper for depreciation or the depreciation funds or to insurance fund or to an export fund, or to a Reserve Fund, or Sinking

Fund or any special fund to meet contingencies or repay debentures or debenture-stock or for equalizing dividends or for repairing, improving, extending and maintaining any of the properties of the Company and for such other purposes (including the purpose referred to in the preceding clause) as the Board may, in the absolute discretion think conducive to the interest of the Company, and subject to Section 292 of the Companies Act, 1956, to invest the several sums so set aside or so much thereof as may be required to be invested, upon such investments (other than shares of this Company) as they may think fit and from time to time deal with and vary such investments and dispose of and apply and extend all or any part thereof for the benefit of the Company notwithstanding the matters to which the Board apply or upon which the capital moneys of the Company might rightly be applied or expended or divide the reserve fund into such special funds as the Board may think fit, with full powers to transfer the whole or any portion of a reserve fund or division of a reserve fund to another fund and with the full power to employ the assets constituting all or any of the above funds, including the depreciation fund, in the business of the company or in the purchase or repayment of debentures or debenture-stocks and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with the power to the Board at their discretion to pay or allow to the credit of such funds, interest at such rate as the Board may think proper.

19) To appoint and remove officers and other employees

To appoint, and at their discretion remove or suspend such general manager, managers, secretaries, assistants, supervisors, scientists, technicians, engineers, consultants, legal, medical or economic advisers, research workers, labours, clerks, agents and servants, for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and to fix their salaries or emoluments or remuneration and to require security in such instances and for such amounts they may think fit and also from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit and the provisions contained in the next following clauses shall be without prejudice to the general powers conferred by this clause.

20) To comply with the provisions of local law

To comply with the requirement of any local law which in their opinion it would be in the interest of the Company be necessary or expedient to comply with.

21) To appoint local Boards

From time to time and at any time to establish any local board for managing the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to be members of such local Boards, and to fix their remunerations;

22) To delegate powers to Local Boards

Subject to Section 292 of the Companies Act, 1956, from time to time, and at any time to delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Board, other than their power to make calls or to make loans or borrow moneys; and to authorize the members for the time being of any local Board, or any of them to fill up any vacancies, and such appointment or delegation may be made on such terms and conditions to the Board may think fit, and the Board may at any time remove any person so appointed and may revoke or vary such delegation.

23) To appoint Attorneys

At any time and from time to time by power of attorney under the seal of the Company, to appoint any person or persons to be the Attorney or attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorized by the Board the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit, and such appointments may (if the Board think fit) be made in favor of the members or any of the members of any local Board established as aforesaid or in favour of any Company, or the shareholders, directors, nominees or manager of any Company or firm or otherwise in favor of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such powers of attorney may contain such powers for the protection or convenience for dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegated Attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them.

24) To enter into contracts

Subject to Sections 294 and 300 of the Companies Act, 1956, for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient.

25) To make rules

From time to time to make, vary and repeal rules for the regulations of the business of the Company in Officers and employees.

26) To effect contracts etc.

To effect, make and enter into on behalf of the Company all transactions, agreements and other contracts within the scope of the business of the Company.

27) To apply and obtain concessions licenses etc.

To apply for, promote and obtain any act, charter, privilege, concession, license, authorization, if any, Government, State or municipality, provisional order or license of any authority for enabling the Company to carry any of this objects into effect, or for extending and any of the powers of the Company or for effecting any modification of the Company's constitution, or for any other purpose, which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests.

28) To pay commissions or interest

To pay and charge to the capital account of the Company any commission or interest lawfully payable thereat under the provisions of the Act and of the provisions contained in these presents.

29) To redeem preference shares

To redeem preference shares.

30) To assist charitable or benevolent institutions

To subscribe, incur expenditure or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or any other institutions or subjects which shall have any moral or other claim to support or aid by the Company, either by reason of locality or operation or of public and general utility or otherwise.

28.3 Powers to appoint Managing/Whole time Directors

Subject to the provisions of the Act and of these Articles, the Directors may from time to time appoint one or more of their body to be a Managing Director or Managing Directors or whole-time Director or whole-time Directors of the Company for such term not exceeding five years at a time as they may think fit to manage the affairs and business of the Company, and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places.

28.4 What provisions Managing or Whole time Director shall be subject to

Subject to the provisions of the Act and to these Articles, a Managing Director or a Whole-time Director shall not, while he continues to hold that office, be subject to retirement by rotation in accordance with the provisions of the Act but shall subject to the provisions of any contract between him and company be subject to the same provisions as to resignation and removal as the other Directors of the Company and he shall ipso facto and immediately cease to be a Managing Director or Whole-time if he ceased to hold the office of Director from any cause. Provided that if at any time the number of Directors (including the Managing Director or Whole-time Director) as are not subject to retirement by rotation shall exceed one-third of the total number of the Directors for the time being then such Managing Director or Managing Directors' or Whole-time Director or Whole-time Directors as the Directors shall from time to time determine as to who shall be made liable to retirement by rotation in accordance with the provisions of the Act to the intent that the number of directors not liable to retirement by rotation shall not exceed one-third of the total number of Directors for the time being.

A Managing Director or Whole-time Director who is appointed as Director immediately on the retirement by rotation shall continue to hold his office as Managing Director or Whole-time Director and such re-appointment as such Director shall not be deemed to constitute a break in his appointment as Managing Director or Whole-time Director.

28.5 Remuneration of Managing or Whole time Director

The remuneration of a Managing Director or a Whole-time Director (subject to the provisions of the Act and of these Articles and of any contract between him and the Company) shall from time to time be fixed by the Directors, and may be, by way of fixed salary, or commission on profits of the Company, or by participation in any such profits, or by any, or all of these modes.

28.6 Powers and duties of Managing Director or Whole-time Director

Subject to control, direction and supervision of the Board of Directors, the day-to-day management of the company will be in the hands of the Managing Director or Whole-time Director appointed in accordance with regulations of these Articles of Association with powers to the Directors to distribute such day-to-day management functions among such Directors and in any manner as may be directed by the Board. The Directors may from time to time entrust to and confer upon the Managing Director or Whole-time Director for the time being save as prohibited in the Act, such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such objects and purposes, and upon such terms and conditions, and with such restrictions as they think expedient; and they may subject to the provisions of the Act and these Articles confer such powers, either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any such powers.

29 THE SECRETARY/MANAGER

29.1 Board to appoint Secretary / Manager

The Directors may from time to time appoint a duly qualified person to be the Secretary/Manager of the Company and on such terms and conditions as they shall deem fit and may from time to time suspend, remove or dismiss him from office and appoint another in his place.

30 THE SEAL

30.1 The seal, its custody and use

- a) The Board shall provide a Common Seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given.
- b) The Company shall also be at liberty to have an Official Seal in accordance with Section 50 of the Act, for use in any territory, district or place outside India.

30.2 Deeds how executed

Every deed or other instrument, to which the seal of the Company is required to be affixed, shall, unless the same is executed by a duly constituted attorney, be signed by at least one director or Secretary or some other person appointed by the Board. The seal of the Company shall not be affixed to any instrument except in the presence of at least one Director or Secretary or such other person as the Board may appoint for this purpose and the said Director or Secretary or the person aforesaid shall sign every instrument to which the seal of the Company is so affixed in his presence.

(As amended by the members of the Company in the Annual General Meeting held on 25th September, 2012)

31 GENERAL AUTHORITY

Wherever in the Act it has been provided that any company shall have any right, privilege or authority or that any company cannot carry out any transaction unless it is so authorised by the Articles, then and in that case this Article hereby authorises and empower this Company to have such rights, privilege or authority and to carry out such transactions as have been permitted by the Act without there being any other specific Article in that behalf herein provided.

32 DIVIDEND WARRANTS

32.1 Division of profits

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

- 2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
- 3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

32.2 The company in General Meeting may declare Dividends

The Company in General Meeting may declare dividends, to be paid to members according to their respective rights and interest in the profits and may fix the time for payment and the Company shall comply with the provisions of the Act, but no dividends shall exceed the amount recommended by the Board of Directors, but the Company may declare a smaller dividend in general meeting.

32.3 Dividend out of profits only

- 1) No Dividend shall be declared or paid by the Company for any financial year except out of the profits of the Company for that year arrived at after providing for depreciation in accordance with the provisions of sub-clause (2) 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 or out of moneys provided by the Central Government or State Government for the payment of dividend in pursuance of a Guarantee given by the Government and except after the transfer to the reserves of the Company of such percentage out of the profits for that year not exceeding ten per cent as may be prescribed or voluntarily such higher percentage in accordance with the rules as may be made by the Central Government in that behalf. PROVIDED HOWEVER whether owing to inadequacy or absence of profits in any year, the Company proposes to declare out of the accumulated profits earned by the Company in previous years and transferred by it to the reserves, such declaration of dividend shall not be made except in accordance with such rules as may be made by the Central Government in this behalf, and whether any such declaration is not in accordance with such rules, such declaration shall not be made except with the previous approval of the Central Government.

- 2) The depreciation shall be provided either :-

- a) to the extent specified in Section 350 of the Companies Act, 1956; or
- b) in respect of each item of a depreciable asset, for such an amount as is arrived at by dividing 95 per cent of the original cost thereof to the Company by the specified period in respect of such asset; or
- c) on any other basis approved by the Central Government which has the effect of writing off by way of depreciation 95 per cent of the original cost of the Company of its such depreciable asset on the expiry of the specified period; or
- d) as regards any other depreciation assets for which no rate of depreciation has been laid down by the Indian Income-tax Act, 1961 or the rules made there-under on such basis as may be approved by the Central Government by any general order published in the Official Gazette or by any special order in the case of the Company;

Provided that where depreciation is provided for in the manner laid down in Clause (b) or Clause (c), then in the event of the depreciated assets being sold, discarded, demolished or destroyed, the written down value thereof at the end of the financial year in which the asset is sold, discarded, demolished or destroyed shall be written off in accordance with the proviso to Section 350 of the Companies Act, 1956.

- 3) No dividend shall be payable except, in cash, provided that nothing in this Article shall be deemed to prohibit the capitalization of the profits or reserves of the Company for the purpose of issuing fully paid up bonus shares or paying up any amount for the time being unpaid on any shares held by members of the Company.
- 4) Nothing in this Article shall be deemed to affect in any manner the operation of Section 208 of the Companies Act, 1956.
- 5) For the purposes of this Article 'Specified period' in respect of any depreciable asset shall mean the number of years at the end of which at least 95 per cent of the original cost of that asset to the Company will have been provided for by way of depreciation, if depreciation were to be calculated in accordance with the provisions of Section 350 of the Companies Act, 1956.

32.4 Interim Dividend

The Board of Directors may from time to time, pay to the members such interim dividends as in their judgment the position of the Company profiles

32.5 Debts may be deducted

The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

32.6 Capital paid up in advance of interest not to earn dividend

Where the capital is paid in advance of the calls upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right to dividend or to participate in profits.

32.7 Dividend in proportion to amount paid-up

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

32.8 Retention of dividends until completion of transfer under Article 12.13

The Board of Directors may retain the dividend payable upon shares in respect of which any person under Article 12.13 has become entitled to be a member, or any person under the Article is entitled to transfer, until such person becomes a member, in respect of such shares or shall duly transfer the same.

32.9 No Member to receive dividend whilst indebted to the company and the Company's right of reimbursement thereof

No member shall be entitled to receive payment of any interest or dividend or bonus in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares (or otherwise however, either alone or jointly with any other person or persons) and the Board of Directors may deduct from the interest or dividend payable to any member all such sums of money so due from him to the Company.

32.10 Effect of transfer of shares

A transfer of shares does not pass the right to any dividend declared thereon before the registration of the transfer.

32.11 Dividend to joint holders

Any one of several persons who are registered as joint holders of any share may give effectual receipts for all dividends or bonus and payments on account of dividends in respect of such share.

32.12 Dividends how remitted

The dividend payable in cash may be paid by cheque or warrant sent through post direct to the registered address of the shareholder entitled to the payment of the dividend or in case of joint holders to the registered address of that one of the joint holders which is first named on the register of members or to such person and to such address as the holder or the joint holder may in writing direct. 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 the member or person entitled thereto by forged endorsement of any cheque or warrant or the fraudulent recovery of the dividend by any other means.

32.13 Notes of dividend

Notice of the declaration of any dividend whether interim or otherwise shall be given to the registered holder of share in the manner herein provided.

32.14 Dividend to be paid within thirty days

1) The Company shall pay the dividend or send the warrant in respect thereof to the shareholder entitled to the payment of dividend, within "thirty" or such days as may be prescribed from the date of the declaration of the dividend unless:-

a) where the dividend could not be paid by reason of the operation of any law;

- b) where a shareholder has given directions regarding the payment of the dividend and those directions cannot be complied with;
 - c) where there is a dispute regarding the right to receive the dividend;
 - d) where the dividend has been lawfully adjusted by the Company against any sum due to it from the shareholder; or
 - e) where for any other reasons, the failure to pay the dividend or to post the warrant within the period aforesaid was not due to any default on the part of the Company.
- 2) a) The amount of dividend, including interim dividend, declared shall be deposited in a separate bank account within five days from the date of declaration of such dividend or such time as may be prescribed in the Act from time to time.
- b) Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of 30 days, to a special account to be opened by the company in that behalf in any scheduled bank, to be called "Unpaid/Unclaimed Dividend Account FLEXITUFF VENTURES INTERNATIONAL LIMITED".
- (c) The Company shall transfer any money transferred to the unpaid dividend account of the company that remains unpaid or unclaimed for a period of seven years from the date of such transfer, to the Fund known as Investor Education and Protection Fund established under section 205C of the Companies Act, 1956.

The Board shall not forfeit any unclaimed or unpaid dividend.

32.15 Unclaimed amounts as per Section 205C

All amounts due as provided in Section 205C of the Companies Act, 1956, which remains unpaid or unclaimed for a period of seven years from the date of transfer to the prescribed accounts provided in the Act shall be transferred by the Company to Investor Education and Protection Fund established under Section 205C of the Companies Act, 1956.

32.16 No interest on Dividends

No unclaimed dividend shall be forfeited and no unpaid dividend shall bear interest as against the Company.

32.17 Dividend and call together

Any General Meeting declaring a dividend may on the recommendations of the Directors make a call of the Members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend; and the dividend may, if so arranged between the Company and members be set off against the calls.

33 CAPITALISATION

- 1) The Company in General Meeting may, upon the recommendation of the Board, resolve:
 - a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the Profit and Loss account, or otherwise available for distribution; and
 - b) that such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the members who would have been entitled hereto, if distributed by way of dividend and in the same proportions.
- 2) The sums aforesaid shall not be paid in cash but shall be applied subject to the provisions contained in clause (3) either in or towards:
 - (i) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (ii) 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; or
 - (iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii).

- 3) A Share Premium Account and a Capital Redemption Reserve Account may, for the purposes of this regulation, only be applied in the paying up of unissued shares to be issued to members of the Company and fully paid bonus shares.
- 4) The Board shall give effect to the resolution passed by the Company in pursuance of this

regulation. 33.1 Fractional Certificate

- 1) 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 capitalized thereby and all allotments and issues of fully paid shares, if any, and;
 - b) generally to do all acts and things required to give effect thereto.
- 2) The Board shall have full power:-
 - a) to make such provision, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, in case of shares becoming distributable in fraction; and also
 - b) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalization, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions, of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares.
- 3) Any agreement made under such authority shall be effective and binding on all such members.
- 4) That for the purpose of giving effect to any resolution, under the preceding paragraph of this Article, the Directors may give such directions as may be necessary and settle any questions or difficulties that may arise in regard to any issue including distribution of new equity shares and fractional certificates as they think fit.

34 MINUTES

34.1 Minutes to be considered evidence

- 1) The Company shall cause minutes of all proceeding of General Meetings and of all proceedings of every meeting of its Board of Directors or of every Committee of the Board to be kept by making within thirty days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.
- 2) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such books shall be dated and signed;
 - a) in the case of minutes of proceedings of a meeting of the Board or of a Committee thereof by the Chairman of the said meeting or the Chairman of the next succeeding meeting; and
 - b) in case of minutes of proceedings of the General Meeting, by the Chairman of the said meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period by a Director duly authorized by the Board for the purpose.
- 3) in no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.
- 4) the minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
- 5) all appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.
- 6) in the case of a meeting of the Board of Directors or of a Committee of the Board, the minutes shall contain:-
 - a) the name of the Directors present at the meeting; and
 - b) in the case of each resolution passed at the meeting the names of the Directors, if any, dissenting from or not concurring in the resolution.
- 7) nothing contained in Clauses (1) to (6) hereof shall be deemed to require the inclusion in any such minutes of any manner which in the opinion of the Chairman of the meeting,

- a) is or could reasonably be regarded as defamatory of any person;
- b) is irrelevant or immaterial to the proceedings; or
- c) is detrimental to the interest of the Company.

The Chairman shall exercise an absolute discretion in regard to the inclusion of non-inclusion of any matter in the minutes on the grounds specified in this sub-clause.

34.2 Minutes to be evidence of the proceedings

The minutes of meeting kept in accordance with the provisions of Section 193 of the Companies Act, 1956 shall be evidence of the proceedings recorded therein.

34.3 Presumptions to be drawn where minutes duly drawn and signed

Where the minutes of the proceedings of any General Meeting of the Company or of any meeting of the Board or of a Committee of Directors have been kept in accordance with the provisions of Section 193 of the Companies Act, 1956 until the contrary is proved, the meeting shall be deemed to have been duly called and held, all proceedings, there at to have been duly taken place and in particular all appointments of Directors or liquidators made at the meeting shall be deemed to be valid.

34.4 Inspection of Minutes Books of General Meetings

- 1) The books containing the minutes of the proceedings of any General Meetings of the Company shall be open to inspection of members without charge on such days and during such business hours as may consistently with the provisions of Section 196 of the Companies Act, 1956 be determined by the Company in General Meeting and the members will also be entitled to be furnished with copies thereof on payment of regulated charges.
- 2) Any member of the Company shall be entitled to be furnished within seven days after he has made a request in that behalf to the Company with a copy of any minutes referred to in sub-clause (1) hereof on payment of thirty-seven paise for every hundred words or fractional part thereof required to be copied.

34.5 Publication of Report of proceedings of General Meeting

No document purporting to be a report of the proceedings of any General Meeting of the Company shall be circulated or advertised at the expense of the Company unless it includes the matters required by Section 193 of the Companies Act, 1956, to be contained in the Minutes of the proceedings of such meeting.

35 ACCOUNTS

35.1 Books to be kept by the Company

- 1) The company shall keep at its head office proper Books of Account with respect to:
 - a) all sums of money received or expended by the Company and the matters in respect of which the receipt and expenditure take place
 - b) all sales and purchases of goods by the Company.
 - c) the assets and liabilities of the Company.
 - d) such particulars relating to utilization of material or labour or other items of cost as may be prescribed by Section 209(1)(d) of the Companies Act, 1956.

All or any of the books of account aforesaid may be kept at such other place in India as the Board of Director may decide and when the Board of Directors so decides the Company shall, within 7 days of the decision, file with the Registrar a notice in writing giving the full address of that other place.

- 2) Where the Company has a branch office, whether in or outside India, the company shall be deemed to have complied with the provisions of clause (1) if proper books of account relating to the transactions effected at the branch office are kept at that office and proper summarized returns are made up to dates at intervals of not more than three months are sent by the branch office to the Company at its Head Office or other place referred to in clause (1)
- 3) The books of account and other books and papers shall be open to inspection by any Director during business hours.

- 4) The books of account relating to a period of not less than eight years immediately preceding the current year together with the vouchers relating to any entry in such books of account shall be preserved in good order.
- 5) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection by Members not being Directors, and no Member (not being a Director) shall have the right of inspecting any account or books or documents of the Company except as conferred by law or authorized by the Board.
- 6) The Directors shall from time to time, in accordance with the provisions of the Act cause to be prepared and to be laid before the Company in General Meeting, such Balance Sheet, Profit and Loss Accounts and Reports as are required by the Act and within the periods therein mentioned.

36 AUDIT

36.1 As to inspection of accounts and books by members

The Company shall at each Annual General Meeting appoint an Auditor or Auditors to hold office from the conclusion of that Meeting until the conclusion of the next Annual General Meeting and shall, within 7 days of the appointment, give intimation thereto to every Auditor so appointed. Provided that before any appointment or re-appointment of Auditor or Auditors is made by the Company at any Annual General Meeting a written certificate shall be obtained by the Company from the Auditor or Auditors proposed to be so appointed to the effect that the appointment or re-appointment if made will be in accordance with the limits specified in sub-section (1B) of Section 224 of the Act.

36.2 Statutory Auditor

The Company will retain one of the internationally recognized 'Big Four' accounting firms as the statutory auditor of the Company, in the Financial Year commencing April 1, 2013 and ending on March 31, 2014 ("Following Financial Year"), such that the statutory audit of the Company for the Following Financial Year, and on an on-going basis for each Financial Year thereafter, is undertaken by one of such 'Big Four' firms. For the purposes of this Agreement, "Big-Four" means (i) Deloitte Touché Tohmatsu, (ii) Grant Thornton, (iii) KPMG and (iv) Price Waterhouse Coopers, or their respective Indian affiliates.

36.3 Powers and duties of Auditors

Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company whether kept at the head office of the Company or elsewhere and shall be entitled to require from the officers of the Company such information and explanations as he may think necessary for the performance of his duties as Auditor.

36.4 Auditors Report

The Auditor shall make a report to the members of the Company on the accounts examined by him and on every Balance Sheet and Profit and Loss Account and on every other document declared by the Act to be part of or annexed to the Balance Sheet and Profit and Loss Account which are to be laid before the Company in General Meeting in terms of the Act.

36.5 Inspection of Auditors' Report

The Auditor's Report shall be read before the Company in General Meeting and shall be open to inspection by any member of the Company.

36.6 Foreign Register

The Company may exercise the powers conferred on it by the provisions of the Act with regard to the keeping of Foreign Register of its Members or Debenture holders, and the Board may, subject to the provisions of the Act, make and vary such regulations as it may think fit in regard to the keeping of any such Registers.

37 DOCUMENTS AND SERVICES OF NOTICES

37.1 Signing of documents and notices to be served or given

Any document or notice to be served or given by the Company be signed by a Director or such person duly authorized by the Board for such purpose and the signature may be written or printed or lithographed.

37.2 To whom the notices or documents must be served

Documents or notices of every General Meeting shall be served or given in the same manner hereinbefore authorized on or to every member, every person entitled to a share in consequence of the death or insolvency of a member and the Auditor or Auditors for the time being of the Company.

37.3 Service of documents on company

- a) A document may be served on the Company or an Officer thereof by sending it to the Company or Officer at the Registered Office or by leaving it at its Registered Office.
- b) Subject to provisions of the Act, any notice or document delivered or sent by post to or left at the Registered address of any member in pursuance of these presents shall notwithstanding such member 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 share whether held solely or jointly with other person by such Member until some other person be registered in his place 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 or her heirs, executors or administrators and all person, if any, jointly interested with him or her in any such shares.

37.4 Authentication of documents and proceedings

Save as otherwise expressly provided in the Act, a document or proceeding requiring authentication by the company may be signed by a Director, the Manager, or Secretary or other Authorized Officer of the Company and need not be under the Common Seal of the Company.

38 REGISTERS AND DOCUMENTS

38.1 Registers Books and Documents to be kept by the Company

The Company shall keep and maintain Registers, Books and Documents as required by the Act or these Articles, including the following:-

- 1) Register of Investment made by the Company but not held in its own name, as required by Section 49(7) of the Companies Act, 1956 and shall keep it open for inspection by any member or debenture holder of the Company without charge.
- 2) Register of Mortgages and Charges as required by Section 143 of the Companies Act, 1956 and copies of instruments creating any charge requiring registration according to Section 134 of the Companies Act, 1956 and shall keep open for inspection of any creditor or member of the Company without fee and for inspection by any person on payment of a fee of such sum as may be prescribed by Central Government.
- 3) Register and Index of Members as required by Sections 150 and 151 of the Companies Act, 1956 and shall keep the same open for inspection of any member or debenture holder without fee and of any other person on payment of such sum as may be prescribed by Central Government.
- 4) Register and Index of Debenture Holders under Section 152 of the Companies Act, 1956 and keep it open for inspection by any member or debenture holder without fee and by any other person on payment of such sum as may be prescribed by Central Government.
- 5) Foreign Register if thought fit as required by Section 157 of the Companies Act, 1956 and it shall be open for inspection and may be closed and extracts may be taken therefrom and copies thereof as may be required, in the manner mutatis mutandis, as is applicable to the Principal Register.
- 6) Register of Contracts, and Companies and firms in which Directors are interested, as required, by Section 301 of the Companies Act, 1956 and shall keep it open for inspection of any member free of charge.
- 7) Register of Directors, and Secretary etc, as required by Section 303 of the Companies Act, 1956 and shall keep it open for inspection by any member of the Company without charge and of any other person on payment of a fee of Rupees one for each inspection.
- 8) Register as to Holdings by Directors of shares and/or debentures in the Company as required by Section 307 of the Companies Act, 1956 and shall keep it open for inspection by any member or debenture holder of the Company on any working day during the period beginning fourteen days before the date of the Company's Annual General Meeting and ending three days after the date of its conclusion.
- 9) Register of Investments made by the Company in shares and debentures of the bodies corporate as required by Section 372 of the Companies Act, 1956.
- 10) Books recording minutes of all proceedings of General Meeting, and of all proceedings at meetings of its Board of Directors or of Committee of the Board in accordance with the provisions of Section 193 of the Companies Act, 1956.

11) Copies of Annual Returns prepared under Section 159 of the Companies Act, 1956 together with the copies of certificates and documents required to be annexed thereto under Section 161 of the Companies Act, 1956.

12) Register of loans as required by Section 370 of the Companies Act, 1956.

13) Register of Transfer shall be maintained by the Company as per the provisions of the Act. The company shall keep fairly and distinctly enter particulars of every transfer or transmission of any share.

38.2 Inspection of Registers

The Registers mentioned in Clauses 9 and 12 of the foregoing Article and the minutes of all proceedings of General Meetings shall be open to inspection and extracts may be taken therefrom and copies thereof may be required by any member of the Company in the same manner to the same extent and on payment of the same fees as in the case of the Register of Members of the Company, as provided for in clause 3 of the said Article. Copies of entries in the Registers mentioned in the foregoing Article shall be furnished to the persons entitled to the same on payment of such sum as may be prescribed by Central Government. The Company shall give inspection of the above Registers to the persons entitled to the same on such days and during such business hours as may consistently with the provisions of the Act in that behalf be determined by the Company in General Meeting.

39 WINDING UP

39.1 Distribution of Assets

If the Company is to be wound up and the assets available for distribution among the Members as such are insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be, the losses shall be borne by the Members in proportion to the capital paid-up, or which ought to have been paid-up, at the commencement of the winding up, on the shares held by them respectively. And if in winding up, the assets available for distribution among the Members are more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the Members in proportion to the capital at the commencement of the winding up paid-up or which ought to have been paid on the shares held by them respectively.

But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

39.2 Distribution in specie or kind

- a) If the Company is to be wound up, whether voluntarily or otherwise, the liquidators may with the sanction of a Special Resolution, divide amongst the contributories, in specie or kind any part of the assets of the company and may, with the like sanction, vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the contributories, or any of them, as the liquidators, shall think fit.
- b) If thought expedient any such division may subject to the provisions of the Act be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given preferential or special rights or may be excluded altogether or in part but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent and have ancillary rights as if such determination were a Special Resolution passed pursuant to Section 494 of the Companies Act, 1956.
- c) In case any share to be divided as aforesaid involve a liability to call or otherwise any person entitled under such division to any of the said shares may within ten days after passing of the Special Resolution by notice in writing direct the liquidators to sell his portion and pay him the net proceeds and the liquidators shall if practicable act accordingly.

39.3 Rights of Shareholders in case of sale

A Special Resolution sanctioning a sale to any other Company duly passed pursuant to Section 494 of the Act may subject to the provisions of the Act in like manner as aforesaid determine that any shares or other consideration receivable by the liquidators be distributed amongst the members otherwise than in accordance with their existing rights and any such determination shall be binding upon all the members subject to the rights of dissent and consequential rights conferred by the said section.

40 INDEMNITY

40.1 Directors' and others right to indemnity

Subject to provisions of Section 201 of the Companies Act, 1956, every Director, or Officer or Servant of the Company or any person (whether an Officer of the Company or not) employed by the Company as Auditor, shall be indemnified by the Company against and it shall be the duty of the Directors to pay, out of the funds of the Company, all costs, charges, losses and damages which any such person may incur or become liable to, by reason of any contract entered into or act or thing done, concurred in or omitted to be done by him in any way in or about the execution or discharge of his duties or supposed duties (except such if any as he shall incur or sustain through or by his own wrongful act neglect or default) including expenses, and in particular and so as not to limit the generality of the foregoing provisions, against all liabilities incurred by him as such Director, Officer or Auditor or other officer of the Company in defending any proceedings whether civil or criminal in which judgment is given in his favor, or in which he is acquitted or in connection with any application under the Act on which relief is granted to him by the Court.

40.2 Director Officer not responsible for acts of others

Subject to the provisions of Section 201 of the Companies Act, 1956, no Director, Auditor or other Officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damages arising from the insolvency or tortuous act of any person, firm or company to or with whom any moneys, securities or effects shall be entrusted or deposited or any loss occasioned by any error of judgment, omission, default or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in relation to execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonesty.

40.3 Indemnification of Investor Director

The Company shall indemnify, defend and hold harmless the Investor Director (and his alternate director) to the fullest extent permissible under Applicable Law, at any time and from time to time, from and against any and all Losses to which the Investor Director (or his alternate director) may become subject, including Losses pursuant to any Claim against the Investor Director (or his alternate director) or to which the Investor Director (or his alternate director) is made a party, insofar as such Losses arise out of, in any way relate to, or result from: (i) the Investor Director's (or his alternate director's) position on the Board and committees/sub-committees, (ii) otherwise from the Investor Director's (or his alternate director's) current or past association with the Company as a nominee Director, (iii) any breach or alleged breach of the Investor Director's (or his alternate director's) fiduciary duties in such capacity, or (iv) any matters occurring after (a) the TPG Completion Date for the Investor Director nominated by TPG and (b) the IFC Equity Subscription Date for the Investor Director nominated by IFC; provided however that the Company will not have the obligation to indemnify, defend and hold harmless the Investor Director in the event such Investor Director commits a willful material breach of the Applicable Laws in his/her capacity as Investor Director, which willful material breach is committed by the Investor Director solely and to the exclusion of all other Directors. The Company shall carry directors' and officers' insurance covering such directors in accordance with standard international industry practice. The Company shall not, without the prior written consent of the Investors, amend any provisions of the Charter Documents in relation to such indemnity, in any manner which may adversely affect the rights of the Investor Director (or his alternate director) in relation to any act or omission having occurred prior to the date of such amendment. If the Investor Director (or his alternate director) is entitled to recover or claim reimbursement under the directors' and officers' insurance policy, the Investor Director (or the alternate director, as the case may be) shall, in the first instance, be entitled to be indemnified by the Company in respect of any such claim and the Company shall promptly indemnify the Investor Director (or his alternate director, as applicable) in respect of such claim.

40.4 Investor Director Liability.

- (a) The Investor Director shall not be liable for any default or failure of the Company in complying with the provisions of any Applicable Laws, including but not limited to, defaults under the Act, taxation and labour laws of India, compliance with regulations and guidelines prescribed by the RBI, since they are not, and shall not be, responsible for the day to day management or affairs of the Company.

- (b) The Investor Director shall not be identified as an 'officer in default' of the Company for the purposes of the Act or any other statute, or as occupiers of any premises used by the Company or employers under any Applicable Laws. Further, the Sponsors and the Company shall ensure that the other Directors or suitable persons, are nominated as compliance officers, occupiers and/or employers, as the case may be, in order to ensure that to the maximum extent permitted by the Applicable Laws (including seeking adequate insurance), the Investor Director do not incur any liability.

40.5 Not responsible for acts of others

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

41 SECRECY

41.1 Secrecy

Every Director, Manager, Auditor, Treasurer, 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 Directors, before entering upon his duties, sign a declaration pleading himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matter which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by a Court of Law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

41.2 Access to property information etc.

No member or other person (other than a Directors) shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties or the books of accounts of the Company without the permission of the Board of Directors of the Company for the time being or to require discovery of or any information in respect of any detail of the Company's trading or any matter which is or may be in the nature of trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board it will be inexpedient in the interest of the Company to disclose or to communicate.

42 DISPUTE RESOLUTION

- 42.1 (a) Any claim or Dispute between the Company, Sponsors and TPG (but subject to sub-clause (b) below) shall be finally settled by arbitration in accordance with the LCIA India Arbitration Rules, in effect at the time of the arbitration, which rules are deemed to be incorporated herein by reference. TPG on the one hand and the Sponsors and/or the Company on the other hand shall appoint 1 (one) arbitrator each and the arbitrators so appointed shall appoint the third arbitrator (who shall act as the chairman of the arbitration panel) within 30 (thirty) days of the nomination of the second arbitrator (the 3 (three) arbitrators being jointly referred to as the "LCIA Arbitral Board"). All arbitration proceedings shall be conducted in the English language and the seat of the arbitration proceedings shall be in Mumbai, India. The parties would be entitled to seek interim relief from the courts of India. The LCIA Arbitral Board shall decide any Dispute submitted to arbitration strictly in accordance with the terms of these Articles and the laws of India.

It is clarified that any claim or Dispute initiated by any party (other than IFC) involving no relief, remedy or declaration claimed against IFC or IFC Securities shall be finally settled in accordance with this Article 42.1 (a).

- (b) Any claim or Dispute between IFC and any other parties (i.e. in which IFC is involved either as a claimant, or a respondent against whom relief, remedy or declaration is being claimed) shall be finally settled by arbitration in accordance with the Arbitration Rules of the Singapore Interna-

tional Arbitration Centre (the "SIAC"), in effect at the time of the arbitration (the "SIAC Rules"), which SIAC Rules are deemed to be incorporated herein by reference. The arbitration shall be conducted by 3 (three) arbitrators, who shall be appointed by claimant(s) and respondent(s) in accordance with the provision of 'multi-party appointment of arbitrators' under the SIAC Rules (the 3 (three) arbitrators being jointly referred to as the "SIAC Arbitral Board"). All arbitration proceedings shall be conducted in the English language and the seat of the arbitration proceedings shall be in Singapore. The SIAC Arbitral Board shall decide any Dispute submitted to arbitration strictly in accordance with these Articles and laws of India.

It is clarified that any claim or Dispute initiated by IFC against any party, including involving a relief, remedy or declaration claimed against TPG or TPG Securities shall be finally settled in accordance with this Article 42.1 (b).

Notwithstanding the provisions of this Article 42.1 (b), the SIAC Arbitral Board shall not be authorized to take or provide, and neither the Company nor the Sponsors shall be authorized to seek from any judicial authority, any interim measures of protection or pre-award relief against IFC, any provisions of the SIAC Rules notwithstanding. Subject to Applicable Laws, IFC may approach any judicial authority for seeking any interim measures against the Company and or the Sponsors, on equitable grounds or otherwise.

- (c) The parties acknowledge and agree that no provision of these Articles or the SIAC Rules, nor the submission to arbitration by IFC, in any way constitutes or implies a waiver, termination or modification by IFC of any privilege, immunity or exemption or IFC granted in the Articles of Agreement establishing IFC, international conventions, or the Applicable Law.

42.2 Costs and Nature of Award:

The arbitral award shall be in writing and shall set out the reasons for the Arbitral Board's decision and shall be final and binding on the parties in the arbitration proceeding and shall be carried into effect and may be made by an order of any competent court. The Arbitral Board shall also have the right to decide on the costs of arbitration proceedings.

42.3 Co-operation:

Each party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under these Articles.

42.4 Continuing Obligation:

Subject to the award of the Arbitral Board, neither the existence of any Dispute nor the fact that any arbitration is pending hereunder shall relieve any of the parties of their respective obligations under these Articles. Subject to any award of the Arbitral Board, the pendency of a Dispute in any arbitration proceeding shall not affect the performance of the obligations under these Articles.

42.5 Jurisdiction:

Subject to the provisions of Clause 42.4 above, the courts of Mumbai shall have non-exclusive jurisdiction in respect of these Articles.

Sponsors, IFC and TPG agree that if a claim or dispute arises out of or in connection with this Articles ("New Dispute") and also under any other agreement(s) entered into pursuant to these Articles, then all the references should be (subject to Clause 42.4) to the same Arbitral Board deciding upon the Dispute in light of the fact that these Articles represent a composite transaction, provided that this will not entitle a party to claim any relief, remedy or declaration against any other Party from such Arbitral Board that the first mentioned party is not entitled to claim under Article 42.4. In the event that the same Arbitral Board, at the time of reference of the New Dispute, declares that (i) it is not competent to; or (ii) it is not available to; settle the New Dispute, the Parties shall be entitled to refer the New Dispute to another Arbitral Board constituted in accordance with these Articles, as the case may be.

- 42.6 For the purposes of this Article 42, "party" or "parties" shall be deemed to mean the Company, Sponsors, IFC and/or TPG.

We, the partners of the partnership firm, M/s Naviska Packaging, joint stock company within the meaning of Part IX of the Companies Act, 1956, whose names and addresses are given below, being desirous to get our said joint stock company register under the Companies Act, 1956 for the purpose of continuing to carrying on our activities but in pursuance of these **Articles of Association**, we respectively agree to have shares in the share capital of the company set opposite our respective names.

S. No.	Name (In full) Addresses Description and Occupation of the Subscribers	No. of Equity Shares taken (in words and figures)	Signature of Subscribers	Signature, name addresses, description and occupation of witness.
1.	Smt. Radhadevi Kalani, W/o Late shri Badrinarayan Kalani 11, Tukoganj, Main Road, INDORE (Business)	5,800 Shares	Sd/-	<div style="display: flex; flex-direction: column; align-items: center;"> <div>Service, Exte.</div> <div>Surana</div> <div>34/5, Shree Nagar S/o</div> <div>Shri Jaganlal ASHOK J.</div> <div>Sd/</div> </div>
2.	Smt. Padma Kalani W/o Shri P.S.Kalani 11, Tukoganj, Main Road, INDORE (Business)	5,800 Shares	Sd/-	
3.	M/s. Indore Land & Finance Ltd. 11, Tukoganj, Main Road, INDORE (Company)	2,300 Shares	Sd/-	
4.	M/s. Gagan Commercial Agencies Ltd. 3A, Garstin Place, 5 th Floor CALCUTTA (Company)	2,400 Shares	Sd/-	
5.	M/s. Olive Commercial Co.Ltd. 312, Todi Chambers, 3 rd Floor, 2, Lal Bazar Street, CALCUTTA	2,400 Shares	Sd/-	
6.	M/s. Saka Trading Pvt. Ltd. 412, Raheja Centre (4 th Floor) Nariman Point, BOMBAY	2,800 Shares	Sd/-	
7.	M/s. Manka Commercials Pvt. Ltd. 412, Raheja Centre (4 th Floor) Nariman Point, BOMBAY	2,800 Shares	Sd/-	
8.	M/s. Million Properties Pvt. Ltd. 42, Fourth Floor, Borivali Ratnanganga Co- op. Housing Society Ltd. Borivali (West), Bombay (Company)	2,800 Shares	Sd/-	
9.	M/s. Alpine Properties Pvt.Ltd. 412, Backbay Reclamation Nariman Point, BOMBAY	2,900 Shares	Sd/-	
	Total No. of Equity Shares taken	30,000 Shares		

INDORE Dated 8th April, 1993

[63]

CERTIFIED TRUE-COPY

For Flexituff Ventures International Limited


Authorised Signatory