



THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

(INCORPORATED UNDER THE COMPANIES ACT, 1956)

ARTICLES OF ASSOCIATION

OF

DHANVARSHA FINVEST LIMITED

The Members of the Company at the Twenty-fourth Annual General Meeting of the Company held on September 28, 2018 pursuant to Special Resolution approved adoption of Articles of Association in substitution for the previous Articles of Association of the Company.

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Preliminary #

These Articles are divided into **Part A** (comprising of Articles 1 – 97) and **Part B** (comprising of Articles 98 – 132). Notwithstanding anything to the contrary contained in **Part A** of these Articles, in the event of any conflict between the provisions of **Part A** and **Part B**, the provisions of **Part B** shall prevail, supersede and override the provisions of **Part A**. In the event of any ambiguity in this regard, these Articles shall be interpreted so as to give full effect to the intent contained in the preceding sentence.

PART A

Interpretation

- I. (1) In these Articles –
- (a) “the Act” means the Companies Act, 2013 and rules framed thereunder, unless otherwise specified and includes any statutory modification or re-enactment thereof for the time being in force as amended from time to time.
 - (b) “Articles” means these articles of association of the Company or as altered from time to time.
 - (c) “Board” or “Board of Directors” means the collective body of the directors of the Company constituted in accordance with the terms hereof.
 - (d) “Company” means Dhanvarsha Finvest Limited.
 - “Meeting” or “General Meeting” means a general meeting of the Members held in accordance with provisions of the Act.
 - (e) “Seal” means the common seal of the Company.
- (2) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Company.

Share capital and variation of rights

1. (i) The authorised share capital of the Company shall be such as may be stated in Clause V of the memorandum of association of the Company. The Company may increase the authorised share capital, which may consist of unclassified shares, which may be issued as equity and/or preference shares as the Company in General Meeting may determine in accordance with the law for the time being in force relating to companies, with power to increase or reduce such

**The Members of the Company pursuant to Special Resolution passed through Postal Ballot process on _____ approved amendment to the Articles of Association by dividing the Articles of Association in to two Parts, Part A – comprising of Existing Articles from Articles 1-97 and Part B - comprising of the provisions of the Shareholders’ Agreement dated June 15, 2020 from Articles 98 – 132.*

capital from time to time, in accordance with the Articles of the Company and the legislative provisions for the time being in force in this behalf and with power to divide the shares in the capital for the time being into equity share capital or preference share capital and to attach thereto respectively any preferential, qualified or special rights, privileges or conditions, and to vary, modify and abrogate the same in such manner as may be determined by or in accordance with these presents.

- (ii) Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on full payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.
 - (iii) Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the 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 and at such time as they may from time to time think fit.
2. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided, –
- (a) one certificate for all his shares without payment of any charges; or
 - (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.
- (iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
- (iv) The certificate of share registered in the name of two or more persons shall be delivered to the persons first named in the register of members in respect thereof unless such joint holders otherwise direct in writing.
3. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

- (ii) The provisions of Articles (2) and (3) shall *mutatis mutandis* apply to debentures of the Company.
4. (i) Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
- (ii) Notwithstanding anything contained in the clauses(s) above, but subject to the provisions of the Act, the Company may increase its subscribed capital on exercise of an option attached to the bonds or debentures or loans raised by the Company:
- (a) to convert such bonds or debentures or loans into shares in the Company; or
- (b) to subscribe for shares in the Company.
- Provided that the terms of issue of such debentures or loan containing such an option have been approved before the issue of such debentures or the raising of loan by the necessary resolution passed by the Company in general meeting.
5. The Company may, subject to the provisions of the Act, pay commission to any person in connection with the subscription or procurement of its securities, whether absolute or conditional.
6. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
- (ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
8. Subject to the provisions of the Act, the Board or the Company shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board or the Company in accordance with the Act.

9. (i) The Company shall have a first and paramount lien—
- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
 - (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company:
Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
- (ii) The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
10. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:
Provided that no sale shall be made—
- (a) unless a sum in respect of which the lien exists is presently payable; or
 - (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
11. (i) To give effect to any such sale pursuant to Article 10 above, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
 - (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
12. (i) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
- (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.
 - (iii) In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.
 - (iv) The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.

Calls on shares

13. (i) The Board may, from time to time, make calls as they think fit upon the members in respect of all monies unpaid on the shares held by them (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.
- (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.
- (iii) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.
- (iv) If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.
- (v) All calls shall be made on a uniform basis on all shares falling under the same class.
Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.
- (vi) Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.
- (vii) A call may be revoked or postponed at the discretion of the Board.
- (viii) The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company.
14. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and notice for the same is sent to the members. The amount of call may be required to be paid as per the resolution of the Board or the Committee of the Board.
15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
16. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten percent per annum or at such lower rate, if any, as the Board may determine.
- (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

17. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- (ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
18. The Board –
- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

Transfer of shares

19. (i) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.
- (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
20. The Board may, subject to the right of appeal conferred by the provisions of the Act decline to register –
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- (b) any transfer of shares on which the Company has a lien.
21. The Board may decline to recognise any instrument of transfer unless –
- (a) the instrument of transfer is in the form as prescribed in rules made under the Act;
- (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- (c) the instrument of transfer is in respect of only one class of shares.
22. (i) On giving not less than seven days' previous notice in accordance with the provisions of the Act and rules made thereunder, the registration of transfers may be closed 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.
- (ii) In respect of any transfer of shares registered in accordance with the provisions of these presents, 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 a fresh share certificate, in lieu of and in cancellation of the existing certificate in the name of the transferee.

- (iii) The Company shall keep and maintain a book to be called "Register of Transfers" and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any shares. Nothing contained in these Articles shall apply to transfer of securities held in Dematerialized form/ Depository.
- (iv) The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company.

Transmission of shares

- 23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.
 - (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
24. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either –
- (a) to be registered himself as holder of the share; or
 - (b) to make such transfer of the share as the deceased or insolvent member could have made.
- (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
25. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (iii) The limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
- (iv) A transfer of the shares or other interest in the Company of a deceased Member thereof made by his legal representative shall, although the legal representative is not himself a Member, be as valid as if he had been a Member at the time of the execution of the instrument of transfer.
26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the

registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

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

27. The provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.

Forfeiture of shares

28. If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and expenses that may have been incurred by the Company by reason of non-payment.

29. The notice aforesaid shall –

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

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

(ii) When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.

(iii) The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.

31. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

32. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.
- (ii) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.
33. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
- (ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
- (iii) The transferee shall thereupon be registered as the holder of the share; and
- (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
34. (i) Upon any sale after forfeiture or for enforcing a lien in exercise of the powers herein above given, the Board may, if necessary, appoint any person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.
- (ii) Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.
- (iii) The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering those on such terms as they think fit.
- (iv) The provisions of these Articles as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Alteration of capital

35. The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
36. Subject to the provisions of the Act, the Company may, by ordinary resolution, –

- (a) increase the share capital by such sum, to be divided into shares of such amount, as may be decided by the Board;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

37. Where shares are converted into stock, –

- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:
Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
- (c) such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stockholder” respectively.

38. The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, –

- (a) its share capital;
- (b) any capital redemption reserve account;
- (c) any share premium account; or
- (d) any other reserve in the nature of share capital.

Capitalisation of profits

39. (i) The Company in general meeting may, upon the recommendation of the Board, resolve –

- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company’s reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

- (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
 - (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards –
 - (a) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (b) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
 - (c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b);
 - (iii) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
 - (iv) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.
40. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall –
- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
 - (b) generally do all acts and things required to give effect thereto.
- (ii) The Board shall have power –
- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
 - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;
 - (iii) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of shares

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

General meetings

42. All general meetings other than annual general meeting shall be called extraordinary general meeting.
43. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting in terms of the Act.

- (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.
- (iii) The Board shall on, the requisition of such number of members convene an Extraordinary General Meeting of the Company in the circumstances and in the manner provided under the Act.
- (iv) Notice of every meeting shall be given to every member of the Company in any manner set out in the Act.
- (v) All general meetings shall be convened as per the requirements under the Act, including the notice for the meeting and the statements to be annexed to the notice.
- (vi) Notice shall be given to all the members and to such persons as are under the Act and/or these presents entitled to receive such notice from the Company but any accidental omission to give notice to or non-receipt of the notice by any member or other person to whom it should be given shall not invalidate the proceedings of any general meeting.
- (vii) The members may participate in general meetings through such modes as permitted by applicable laws.

Proceedings at general meetings

- 44. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in the Act.
- 45. The Chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.
- 46. If there is no such Chairperson, or if he/she is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairperson of the meeting, then the directors present shall elect one of themselves to be Chairperson of the meeting.
- 47. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of themselves to be Chairperson of the meeting.
- 48. On any business at any general, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.

Adjournment of meeting

- 49. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (iv) Save as aforesaid, and as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

50. Subject to any rights or restrictions for the time being attached to any class or classes of shares, —
- (a) on a show of hands, every member present in person shall have one vote; and
 - (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the Company.
51. A member may exercise his vote at a meeting by electronic means in accordance with the provisions of the Act and shall vote only once.
52. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
53. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member is a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.
54. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
55. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
56. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
- (iii) Notwithstanding any of the provisions of these Articles, the Board may elect, to get any resolution passed by means of a postal ballot, instead of transacting the business in the general meeting of the Company, subject to the provisions of the Act.

Proxy

57. (i) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.
- (ii) The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
58. An instrument appointing a proxy shall be in the form as prescribed in the rules made under the Act.
59. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:
Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

60. Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than 15 (fifteen).
61. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
- (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them –
- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or
- (b) in connection with the business of the Company.
62. The Board may pay all expenses incurred in getting up and registering the Company.
63. The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such Articles as it may think fit respecting the keeping of any such register.

64. All cheques, promissory notes, drafts, *hundis*, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
66. (i) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person, other than a person who fails to get appointed as a director in general meeting, as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.
- (ii) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.
65. (i) The Board of Directors may appoint a person, not being a person holding any alternate directorship for any other director in the Company, to act as an alternate director for a director during his absence for a period of not less than three months from India. Such alternate director shall not hold office for a period longer than that permissible to the director in whose place he has been appointed and shall vacate the office if and when the director in whose place he has been appointed returns to India.
- (ii) The Board may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement.
- (iii) The Board shall have the power to impose such reasonable restrictions on inspection of registers which contain particulars of investments held by the Company, in accordance with the Act.

Proceedings of the Board

67. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
68. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
69. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.

70. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
71. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
- (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
- (iii) (a) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit;
- (b) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board; and
- (c) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio-visual means, as may be prescribed by the Rules or permitted under Act.
72. (i) A committee may elect a Chairperson of its meetings, unless the Board, while constituting a committee, has appointed a chairperson of such committee.
- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
73. (i) A committee may meet and adjourn as it thinks fit.
- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
74. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
75. Save as otherwise expressly provided in the Act, a resolution in writing, approved by majority of the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

76. The Company shall maintain separate attendance registers for board meeting and committee meetings at the registered office of the Company or any other place approved by the Board. The register will be kept in the custody of the Company Secretary of the Company, and if there is no Company Secretary, then in the custody of the director authorized by the Board.

Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer

77. Subject to the provisions of the Act,—

- (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
- (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
- (iii) A person may be appointed as the chairperson as well as the managing director or chief executive officer of the Company at the same time subject to approval of members by an ordinary resolution.

78. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

The Seal

79. (i) The Board shall provide for the safe custody of the seal.

- (ii) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

Dividends and Reserve

80. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board, subject to the provisions of the Act.

81. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.

82. (i) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or

be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

83. (i) 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.

(ii) 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.

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

84. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

85. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

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

87. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

88. No dividend shall bear interest against the Company.

Accounts

89. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members not being directors.

- (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.

Winding up

90. Subject to the provisions of Chapter XX of the Act and rules made thereunder –

- (i) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
- (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity

91. Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified out of the funds of the Company against any liability incurred by him to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.
92. Subject as aforesaid, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the tribunal.
93. The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

Others

Powers of Board

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

Managing Director / Whole-Time Director

95. Subject to the provisions of the Act, the Board may from time to time appoint one or more directors to be managing directors or whole time directors for such terms, and at such remuneration (whether by way of salary or commission or participation in profits or partly in one way and partly in another) as it may think fit, and a director so appointed shall not, while holding that office, be subject to retirement by rotation. But his appointment shall be subject to determination ipso facto if he ceases from any case to be a director of the Company or General Meeting resolves that his tenure of office of managing director / whole time director be determined.

Audit

96. The books of account of the Company shall be examined and the correctness of the financial statement determined by the auditor at least once every year. The appointment, resignation and removal of auditors shall be governed by the provisions of the Act.

Secrecy

97. Every director, manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall observe strict secrecy in respect of all transaction of the Company with the customers and the state of accounts with individuals and in matters relating thereto and shall not reveal in the discharge of his duties except when required to do so by the directors as such or by any meeting or by court of law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

PART B[@]

Notwithstanding anything to the contrary contained in the preceding Articles 1 to 97 contained in **Part A** of these Articles, the provisions of Articles 98 to 132 of these Articles shall also apply in accordance with their terms and in the event of any inconsistency or contradictions between the provisions of **Part A** of these Articles and the provisions of **Part B** of these Articles, the provisions of **Part B** of these Articles shall override and prevail over the provisions of **Part A** of these Articles.

Interpretation

98. In **Part B** of these Articles:

- (i) “Affiliates” mean (a) with respect to any Person at any time, such other Person, which, at that time, directly or indirectly, Controls, is Controlled by, or is under common Control with the first named Person and, (b) in relation to a natural Person, shall include the Relatives of such natural Person; provided that no shareholder shall be deemed to be an Affiliate of any other shareholder solely by reason of any investment in the Company;
- (ii) “Alternate Director” shall have the same meaning ascribed to such term in Article 104;
- (iii) “Annual Budget” shall have the same meaning ascribed to such term in Article 130(i);
- (iv) “Anti-Dilution Issuance” shall have the same meaning ascribed to such term in Article 114(i);
- (v) “Applicable Law” means any law, statute, regulation, rule, judgment, notification, rule of common law, order, decree, bye-law, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law, by any Governmental Authority;
- (vi) “Board” means the board of directors of the Company and shall include a duly constituted committee thereof;
- (vii) “Business” means the business carried on by the Company, i.e. providing credit solutions to India’s large underbanked small businesses and consumers, providing access to the country’s unserved borrowers either through its own balance sheet or via significant distribution tie-ups coupled with its own robust technology engine;

[@]The Members of the Company pursuant to Special Resolution passed through Postal Ballot process on _____ approved amendment to the Articles of Association by dividing the Articles of Association in to two Parts, Part A - comprising of Existing Articles from Articles 1-97 and Part B - comprising of the provisions of the Shareholders’ Agreement dated June 15, 2020 from Articles 98 - 132.

- (viii) "Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for business in Mumbai and Singapore;
- (ix) "Business Plan" shall have the same meaning ascribed to such term in Article 130(i);
- (x) "Closing Date" shall have the same meaning ascribed to such term under the Shareholders' Agreement;
- (xi) "Competing NBFC" shall have the same meaning ascribed to such term in Article 129(ii);
- (xii) "Competing Party" shall have the same meaning ascribed to such term in Article 129(i);
- (xiii) "Competitor" means any Person (or an Affiliate thereof) that is listed in Annexure 4 of the Shareholders' Agreement, as such list may be amended by mutual agreement of the Promoter and the Investor;
- (xiv) "Control" (including with correlative meaning, the terms, "Controlling", "Controlled by" and "under common Control with") shall have the meaning set out in Regulation 2(1)(e) of the SEBI Takeover Regulations;
- (xv) "Deed of Adherence" means a deed of adherence to be executed by each transferee of Securities in the manner as provided in these Articles and the Shareholders' Agreement, a format of which is annexed in Annexure 2 of the Shareholders' Agreement;
- (xvi) "Determined Price" shall have the same meaning ascribed to such term in Article 118(ii);
- (xvii) "Director" means an individual appointed as a director on the Board;
- (xviii) "Drag Along Notice" shall have the same meaning ascribed to such term in Article 122(ii);
- (xix) "Drag Along Period" shall have the same meaning ascribed to such term in Article 122(i);
- (xx) "Drag Along Right" shall have the same meaning ascribed to such term in Article 122(i);
- (xxi) "Drag Securities" shall have the same meaning ascribed to such term in Article 122(ii);
- (xxii) "Drag Seller" shall have the same meaning ascribed to such term in Article 122(i);
- (xxiii) "Drag Transferee" shall have the same meaning ascribed to such term in Article 122(i);

- (xxiv) “Dragged Shareholder” shall have the same meaning ascribed to such term in Article 122(i);
- (xxv) “Dragged Shareholder Right of First Refusal” shall have the same meaning ascribed to such term in Article 122(iii);
- (xxvi) “Encumbrance” or “Encumber” means mortgage, pledge, charge, hypothecation, lien, option or right of pre-emption, transfer restriction, right of first offer/ refusal, voting restriction, title retention agreement, voting agreement, beneficial ownership (including usufruct and similar entitlements), any arrangement for the purpose of, or which has the effect of, granting security (other than pursuant to the ESOP Scheme), public right, any executorial attachment and any other interest held by a third party or any agreement, whether conditional or otherwise, to create any of the foregoing;
- (xxvii) “ESOP Scheme” means the existing ESOP Scheme of the Company effective from September 28, 2018;
- (xxviii) “Equity Share” means an equity share of the Company having a face value of INR 10 (Indian Rupee Ten);
- (xxix) “Event of Default” shall have the same meaning ascribed to such term in Article 128(i);
- (xxx) “Exit Period” shall have the same meaning ascribed to such term in Article 120(i);
- (xxxi) “Fair Market Value” means the fair market value of the Securities, as determined in accordance with Annexure 5 of the Shareholders Agreement;
- (xxxii) “Fall Away Threshold” shall have the same meaning ascribed to such term in Article 131;
- (xxxiii) “Financial Year” means the financial year of the Company which is a 12 (twelve) month period commencing on April 1 of a calendar year and ending on March 31 of the next calendar year;
- (xxxiv) “Frequently Traded” means when the traded turnover on the Stock Exchanges of the Equity Shares during the 12 (twelve) calendar months prior to the date of determination is at least 10% (ten percent) of the total number of the Equity Shares;
- (xxxv) “Fully Diluted Basis” means that the calculation is to be made assuming that all outstanding convertible equity securities, including warrants, stock options granted pursuant to the ESOP Scheme (whether or not by their terms then currently convertible, exercisable or exchangeable), have been so converted, exercised or exchanged or issued, as the case may be;

- (xxxvi) "Governmental Authority" means any governmental or statutory authority, government department, quasi-governmental authority, 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 including the Stock Exchanges, the SEBI and the RBI;
- (xxxvii) "Indebtedness" means any indebtedness for or in respect of:
- (a) monies borrowed;
 - (b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;
 - (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
 - (d) any amount raised under any other transaction having the commercial effect of a borrowing including any obligation of the Company to pay in relation to any call or put option relating to any interest owned by a party in the Company, as the case may be;
 - (e) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price including any credit support arrangement in respect thereof (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
 - (f) securities which are expressed to be redeemable;
 - (g) any guarantee provided, or counter-indemnity or other obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution or under any other arrangement; and
 - (h) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (g) above;
- (xxxviii) "Indemnified Party" shall have the same meaning ascribed to such term in Article 128(i);
- (xxxix) "Indemnifying Party" shall have the same meaning ascribed to such term in Article 128(i);
- (xl) "Independent Director" shall have the meaning given to the term under Section 2(47) of the Act;
- (xli) "Intimation" shall have the same meaning ascribed to such term in Article 113(iv);

- (xlii) "Investor" means Turning Leaf Fund 1 Pte. Ltd.;
- (xliii) "Investor Director" shall have the same meaning ascribed to such term in Article 101(i);
- (xliv) "Investor Observer" shall have the same meaning ascribed to such term in Article 101(iii);
- (xlv) "Investor Reserved Matters" shall have the same meaning ascribed to such term in Article 112;
- (xlvi) "Investor Securities" mean the Securities of the Company subscribed to by the Investor, in accordance with the terms and conditions laid out in the Transaction Documents;
- (xlvii) "IRR" means the internal rate of return of a specified percentage per annum calculated on a cash on cash basis on the Investor's investment in the Company, taking into account all distributions by the Company (including dividends or interest) to the Investor in its capacity as a shareholder or as a debenture-holder. For the avoidance of doubt it is hereby clarified that IRR shall be calculated in accordance with the 'XIRR' function in MS Excel;
- (xlviii) "Issuance Notice" shall have the same meaning ascribed to such term in Article 113(ii);
- (xlix) "Issuance Period" shall have the same meaning ascribed to such term in Article 113(v);
- (l) "Issuance Shares" shall have the same meaning ascribed to such term in Article 113(ii);
- (li) "Loss" means all direct losses, demands, damages, fines (including interests and penalties with respect thereto), costs and expenses (including reasonable legal costs and experts' and consultants' fees, costs of investigation and other reasonable out of pocket expenses) and liabilities but excluding any loss of profits, diminution in value and any indirect, consequential, special, exemplary or punitive losses or damages;
- (lii) "Merchant Banker" shall have the same meaning ascribed to such term in Article 121(ii);
- (liii) "NBFC" means a non-banking financial company as defined under Section 45I(f) of the Reserve Bank of India Act, 1934, as amended from time to time;

- (liv) "New Opportunity" shall have the same meaning ascribed to such term in Article 129(ii);
- (lv) "Offered Price" shall have the same meaning ascribed to such term in Article 122(ii);
- (lvi) "Original Investor Price" shall have the same meaning ascribed to such term in Article 114(i);
- (lvii) "Permitted Issuance" means the issuance of Equity Shares pursuant to the conversion of stock options vested and/or granted (as on the Execution Date) by the Company under the ESOP Scheme;
- (lviii) "Permitted Transferee" means in relation to a Party, its Affiliates, but shall not include any Competitor;
- (lix) "Person" means any individual, sole proprietorship, partnership, association, syndicate, organization, trust, body corporate, company, Governmental Authority, a natural person in his capacity as trustee, executor, administrator or other legal representative, and any other entity that may be treated as a person under Applicable Law;
- (lx) "Pre-Emptive Entitlement Securities" shall have the same meaning ascribed to such term in Article 113(ii);
- (lxi) "Pre-emptive Right" shall have the same meaning ascribed to such term in Article 113(i);
- (lxii) "Pre-emptive Right Holder" shall have the same meaning ascribed to such term in Article 113(i);
- (lxiii) "Promoter" means Wilson Holdings Private Limited;
- (lxiv) "Promoter Lock-in Period" shall have the same meaning ascribed to such term in Article 117(i);
- (lxv) "Promoter's Right of First Refusal" shall have the same meaning ascribed to such term in Article 116(ii);
- (lxvi) "Proposed Issuance" shall have the same meaning ascribed to such term in Article 113(i);
- (lxvii) "Proposed Issuance Price" shall have the same meaning ascribed to such term in Article 113(ii);

- (lxviii) "Proposed Transferee" shall have the same meaning ascribed to such term in Article 119(i);
- (lxix) "Put Notice" shall have the same meaning ascribed to such term in Article 123(ii);
- (lxx) "Put Option Price" shall have the same meaning ascribed to such term in Article 123(ii);
- (lxxi) "Put Option Right" shall have the same meaning ascribed to such term in Article 123(i);
- (lxxii) "Put Securities" shall have the same meaning ascribed to such term in Article 123(i);
- (lxxiii) "Rejection Notice" shall have the same meaning ascribed to such term in Article 118(iv);
- (lxxiv) "Related Parties" in relation to the Company, shall have the meaning assigned to it under the Regulation 2(zb) of the SEBI LODR Regulations;
- (lxxv) "Relatives" in relation to an individual, shall have the meaning assigned to it under Section 2(77) of the Act;
- (lxxvi) "Restraint Period" shall have the same meaning ascribed to such term in Article 129(ii);
- (lxxvii) "Restricted Territory" means India;
- (lxxviii) "Right of First Refusal" shall have the same meaning ascribed to such term in Article 118(i);
- (lxxix) "ROFR Notice" shall have the same meaning ascribed to such term in Article 118(ii);
- (lxxx) "ROFR Offer Notice" shall have the same meaning ascribed to such term in Article 118(iii);
- (lxxxi) "ROFR Period" shall have the same meaning ascribed to such term in Article 118(iii);
- (lxxxii) "ROFR Price" shall have the same meaning ascribed to such term in Article 118(iii);
- (lxxxiii) "Sale Securities" shall have the same meaning ascribed to such term in Article 118(i);
- (lxxxiv) "SEBI" means the Securities and Exchange Board of India;
- (lxxxv) "SEBI ICDR Regulations" means the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time;

- (lxxxvi) "SEBI LODR Regulations" means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time;
- (lxxxvii) "SEBI Takeover Regulations" means the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time
- (lxxxviii) "Securities" means in relation to the Company, the Equity Shares, any options, warrants, convertible debentures, convertible preference shares, equity linked instruments, loans or other securities or ownership interests that are directly or indirectly convertible into, or exercisable or exchangeable for, Equity Shares or any other ownership interests of the Company (whether or not such securities are then currently convertible, exercisable or exchangeable and whether with or without payment of additional consideration);
- (lxxxix) "Selling Shareholder" shall have the same meaning ascribed to such term in Article 118(i)
- (xc) "Share Capital" means the share capital of the Company on a Fully Diluted Basis
- (xci) "Shareholder Party" means the Company, Turning Leaf Fund 1 Pte. Ltd. and Wilson Holdings Private Limited (collectively, "Shareholder Parties")
- (xcii) "Shareholders' Agreement" means the shareholders' agreement of an even date entered into between the Shareholder Parties, the terms of which have come into effect as of the Closing Date.
- (xciii) "Stock Exchanges" means the BSE Limited or the National Stock Exchange of India Limited (in the event Company's shares are listed and traded on National Stock Exchange of India Limited);
- (xciv) "Strategic Sale" shall have the same meaning ascribed to such term in Article 121(i);
- (xcv) "Strategic Sale Period" shall have the same meaning ascribed to such term in Article 121(i);
- (xcvi) "Subscription Agreement" means the subscription agreement of an even date executed between the Shareholder Parties in relation to the issue the Investor Securities to the Investor;
- (xcvii) "Subscription Notice" shall have the same meaning ascribed to such term in Article 113(iii);
- (xcviii) "Tag Acceptance Notice" shall have the same meaning ascribed to such term in Article 119(iii);

- (xcix) “Tag Along Exercise Period” shall have the same meaning ascribed to such term in Article 119(iii);
 - (c) “Tag Along Notice” shall have the same meaning ascribed to such term in Article 119(i);
 - (ci) “Tag Along Right” shall have the same meaning ascribed to such term in Article 119(iii);
 - (cii) “Tag Sale Portion” shall be equal to (a) the number of Securities held by the Investor (immediately prior to consummation of the Transfer pursuant to Article 120(iii) calculated on a Fully Diluted Basis multiplied by (b) a fraction equal to (i) number of the Sale Securities divided by (ii) the total number of Securities held by the Selling Shareholder immediately prior to the Transfer calculated on a Fully Diluted Basis;
 - (ciii) “Third Party” means a Person who is not a party to the Shareholders’ Agreement;
 - (civ) “Third Party Subscriber” shall have the same meaning ascribed to such term in Article 114(vi);
 - (cv) “Transaction Documents” means, collectively, the Shareholders’ Agreement and the Subscription Agreement, and any other agreements required to consummate the transaction between the Shareholder Parties, and designated as a ‘Transaction Document’;
 - (cvi) “Transfer” means, to directly or indirectly, transfer, sell, assign, Encumber, place in trust (voting or otherwise), exchange, gift or transfer by operation of Law or in any other way dispose of, whether or not voluntarily;
 - (cvii) “Upside” shall have the same meaning ascribed to such term in Article 125; and
 - (cviii) “Upside Share” shall have the same meaning ascribed to such term in Article 125.
99. To the extent the articles of association of the Company are conflict with or are inconsistent with the terms of the Shareholders’ Agreement it is the intention of the Shareholder Parties and the Company that the provisions of Shareholders’ Agreement shall prevail and the Shareholder Parties and the Company shall take such steps as may be reasonably necessary to alter the Articles as soon as practicable, so as to eliminate such conflict or inconsistency.

Management of the Company

100. Powers of the Board

- (i) Except as otherwise specified in **Part B** of these Articles, the Shareholders' Agreement or the Act, the Board shall have full power to direct the activities of the Company. Subject to the provisions of the Act, the Articles and the Shareholders' Agreement, the management and control of the Business and affairs of the Company shall vest in and be managed by the Board, who may exercise all such powers of the Company as are required and/or permitted by the Act, the Articles or the Shareholders' Agreement to be exercised by the Company.
- (ii) All decisions or resolutions (except as specified in Article 112), shall be made or passed with the approval of a simple majority of the Directors present for such meeting, and subject to the procedures set forth in Article 106(i).

101. Composition of Board of Directors

- (i) With effect from the Closing Date, the Investor shall have the right to appoint one (1) director to the Board of the Company ("**Investor Director**").
- (ii) The Directors shall not be required to hold any qualification shares.
- (iii) In addition to the above, the Investor shall be entitled to appoint an observer to the Board ("**Investor Observer**"). The Investor Observer shall be entitled to attend all Board meetings and receive all information and materials (subject to execution of appropriate non-disclosure agreement with the Investor Observer), including, without limitation, agendas, board resolutions and minutes and board reports and presentations, which are made available to the members of the Board. The Investor Observer shall not be entitled to vote in the meetings of the Board. The cost of the Investor Observer for attending the Board meetings shall not be borne by the Company.

102. Chairman

The Shareholder Parties hereby agree that the Promoter shall be entitled to nominate a Director out of the directors appointed by the Promoter to the Board to be the chairman of the meetings of the Board. If the chairman nominated by the Promoter is not present at a Board meeting, then one of the other Directors nominated by the Promoter shall act as the chairman of such Board meeting. Except in the case of decisions on Investor Reserved Matters, the Chairman shall have a casting or second vote at any meeting of the Board or any committee thereof.

103. Appointment, Removal, Retirement or Replacement of Directors

- (i) Each Shareholder Party shall use all its rights as a shareholder of the Company, and shall use its best efforts to procure that the Directors nominated by it exercise their voting rights in order to effectuate the appointment, removal, replacement and election of the Directors

(and/or their alternates) nominated in accordance with these Articles and the Shareholders' Agreement.

- (ii) Any Shareholder Party may require the removal or replacement of any Director nominated solely by such Shareholder Party to the Board, and nominate another individual to be appointed as a Director in his/her place, provided such individual satisfies the conditions prescribed under Applicable Laws. If any Shareholder Party exercises its rights pursuant to this Article 103, all other Shareholder Parties shall exercise their voting rights to ensure such removal and replacement of the applicable Director and appointment of the individual nominated as Director. The Company shall take necessary actions for the aforesaid removal, replacement and appointment of such Directors on the Board.
- (iii) The Directors of the Company shall be liable to retire by rotation in accordance with Applicable Laws. The Parties agree, however, that the Investor Director shall not be eligible to retire by rotation. If the Investor Director is required for any reason whatsoever at any time to retire by rotation, the Promoter and the Investor shall ensure that such retiring Investor Director is re-appointed at the same general meeting in which such Investor Director is required to retire, unless the Investor decides to the contrary.

104. **Alternate Directors**

In the event any Director wishes to nominate an individual to act as his alternate in accordance with Applicable Law, the Board may upon receipt of a written notice of at least 7 (seven) Business Days to that effect from the Director and the Shareholder Party appointing such Director, appoint the individual so nominated by the relevant Director as an alternate Director for such Director ("**Alternate Director**"), subject to compliance with Applicable Law. The Board shall not unreasonably deny such request for appointment of the Alternate Director. The Alternate Director shall be permitted to attend, and vote at the meetings of the Board and committees/sub-committees of the Board, and may exercise such rights as if the Alternate Director was a Director in accordance with the provisions of the Act, in each case, only during the absence of the Director (to whom such individual is an Alternate Director). The appointment of the Alternate Director shall be co-terminus with such Director's (to whom he is an alternate) appointment.

105. **Vacancy**

In the event of a vacancy arising on account of resignation and/or removal of a Director or the office of the Director becoming vacant for any reason, the Shareholder Party who had nominated such Director shall be entitled to nominate an individual to be appointed as a Director to fill the vacancy and the Board may, upon receipt of at least 7 (seven) Business Days' written notice to that effect from the relevant Shareholder Party, appoint such person nominated

by the relevant Shareholder Party as a Director of the Company, provided such individual satisfies the conditions prescribed under Applicable Laws. The Board shall not unreasonably deny such request.

106. Votes and Attendance

- (i) Each Director shall be entitled to cast 1 (one) vote at any meeting of the Board. Subject to the provisions of Article 112, decisions of the Board shall be made on the basis of a simple majority vote cast by the Directors entitled to vote at the relevant meeting representing a majority of the number of Directors present and voting on any resolution put to vote at any Board meeting.
- (ii) The Directors may meet and attend meetings through video conference or other audio visual means as permitted under Applicable Laws and a resolution passed by such a meeting shall be deemed to have been duly passed. When attending meetings through video conferencing or other permitted audio visual means, the Company and the participating Directors shall ensure compliance of Applicable Law.

107. Meetings of the Board

The Shareholder Parties agree that:

- (i) at least 4 (four) meetings of the Board will take place each calendar year, with at least 1 (one) meeting being held in every calendar quarter with a maximum interval of 120 (one hundred twenty) days between 2 (two) consecutive meetings and such meetings shall be held at such intervals and in such manner as required under the Applicable Laws;
- (ii) the meetings shall be held in Mumbai, India unless otherwise agreed to by a majority of the Board;
- (iii) at least 14 (fourteen) days prior written notice of meetings of the Board must be given to all Directors whether in India or outside India. However, the Board may convene its meetings at shorter notice as per Applicable Laws, with the prior written consent of at least 1 (one) Director nominated by each of the Shareholder Parties; and
- (iv) the notice for a meeting of the Board shall be in writing and shall contain a detailed agenda setting out all matters to be discussed at the meeting and details of all resolutions proposed to be passed together with the necessary supporting or explanatory papers, if any, and unless consented to in writing by the Investor Director, any item not included in the agenda of a meeting shall not be considered or voted upon at that meeting of the Board.

108. Committees/ sub committees of the Board

- (i) Subject to Applicable Laws, the Board shall establish the following committees/sub-committees (if not already established):
 - (a) **Audit Committee:** The Audit Committee shall hold meetings at least four times in a year and no more than 120 (one hundred and twenty days) shall lapse between any two meetings.
 - (b) **Nomination and Remuneration Committee:** The Nomination and Remuneration Committee will endeavor to meet quarterly but at least twice in a year. The terms of reference for the Nomination and Remuneration Committee shall be in accordance with Applicable Laws, and shall include inter-alia, the appointment of key managerial personnel in the Company. Subject to the foregoing, the Investor shall have the right to make non-binding recommendations to the Nomination and Remuneration Committee for the appointment of key managerial personnel in the Company. For the avoidance of doubt, it is clarified that the recommendation of the Investor shall be non-binding and the decision of the Nomination and Remuneration Committee in relation to the appointment of key managerial personnel shall be final and binding.
 - (c) Other committees such as risk and compliance and any other committees required under Applicable Law.
- (ii) The constitution of the committees shall be in accordance with Applicable Law. The Investor shall be entitled to nominate the Investor Director to become a member on each committee of the Board.
- (iii) Subject to the foregoing, the provisions of Articles 100(ii), 102, 106 and 107(ii), (iii), and (iv) shall apply mutatis mutandis to the meetings of the committees/ sub-committees of the Board.

109. Non-Executive Directors

The Investor Director shall be a non-executive Director and shall have no responsibility for the day-to-day management of the Company and the Company shall take best efforts to ensure that to the maximum extent permitted under the Act, the Investor Director is not classified as 'officer in default' under Applicable Law.

110. Directors' Access

Subject to Applicable Law, all Directors shall be entitled to examine the books, accounts and records of the Company. The Directors will have the right to request any information pertaining to the business and operations of the Company, which will be provided to them within a

reasonable time by the Company, and not later than 5 (five) Business Days from the date of receipt of a written request by the Company.

General Meetings

111. Conduct of shareholders' meetings from the Closing Date

(i) Notice

At least 21 (twenty one) days' prior written notice of the meetings of the shareholders of the Company must be given to all shareholders of the Company in accordance with the Applicable Law. Such notice shall contain a detailed agenda setting out all matters to be discussed at the meeting and including details of all resolutions proposed to be passed together with the necessary supporting or explanatory papers, if any. Any item not included in the agenda of a meeting shall not be voted upon at that meeting of the shareholders, unless consented to in writing by all the Shareholder Parties.

(ii) Quorum and Voting

(a) The quorum for any meeting of the shareholders of the Company shall be in accordance with Applicable Laws.

(b) Subject to Article 112 (Investor Reserved Matters), resolutions at general meetings of the Company, whether annual or extraordinary general meetings or by way of postal ballot, shall be passed as ordinary resolutions or special resolutions, as the case may be.

(c) Each Shareholder Party shall vote on its Equity Shares at any shareholders' meeting upon any matter submitted for action by the shareholders, in conformity with the specific terms and provisions of **Part B** of these Articles and the Shareholders' Agreement to the extent legally permissible to give complete legal effect to the provisions of the Shareholders' Agreement.

(iii) Chairman

The chairman of the Board shall be the chairman of the shareholders' meetings. Except in the case of decisions on Investor Reserved Matters (as defined in Article 112), the chairman shall have a casting or second vote at any shareholders' meetings in case of any deadlock in arriving at a resolution on any matter.

112. Investor Reserved Matters

Notwithstanding anything contained in these Articles, no decision shall be made and no action shall be taken by the Company (whether in the meeting of the Board or shareholders, or by way of resolution by circulation, or postal ballot, or otherwise) in relation to any of the matters set

forth in **Annexure 1** (“**Investor Reserved Matters**”), unless such decision has received the affirmative vote, or affirmative written consent, as the case may be, of the Investor Director or the Investor, as the case may be.

Restrictions on Further Issuance of Capital

113. Pre-Emptive Right

- (i) If the Company proposes to issue new Securities to any Person (whether or not a shareholder), and other than pursuant to a Permitted Issuance, (“**Proposed Issuance**”), the Investor and the Promoter (each a “**Pre-emptive Right Holder**”) shall each have a right to participate in such Proposed Issuance in proportion to, and in order to maintain, their then existing shareholding percentage in the Share Capital in accordance with this Article 113 (such right, the “**Pre-emptive Right**”).
- (ii) The Pre-emptive Right shall be offered by the Company by issuing a written notice to each Pre-emptive Right Holder (“**Issuance Notice**”) setting forth the terms of the Proposed Issuance, including:
 - (a) the number of Securities proposed to be issued to the Pre-Emptive Right Holders (“**Issuance Shares**”);
 - (b) the number of Securities available to each of the Investor and the Promoter for subscription in connection with the Proposed Issuance (“**Pre-Emptive Entitlement Securities**”);
 - (c) the proposed issuance price (“**Proposed Issuance Price**”);
 - (d) the proposed use of proceeds of the Proposed Issuance; and
 - (e) the date of closing of the Proposed Issuance (which shall be no less than 30 (thirty) days from the Issuance Notice).
- (iii) If any Pre-emptive Right Holder wishes to exercise its Pre-emptive Right, then such Pre-emptive Right Holder shall provide written notice to the Company (with a copy to the other Pre-emptive Right Holder) within 15 (fifteen) days from the date of receipt of the Issuance Notice stating (a) that it wishes to exercise the Pre-emptive Right (whether directly, or through a Permitted Transferee); and (b) the number of Securities it proposes to subscribe to in the Proposed Issuance (“**Subscription Notice**”).

- (iv) To the extent that any Pre-emptive Right Holder (along with its Permitted Transferees) does not wish to exercise its right to subscribe to the entire extent of the Pre-Emptive Entitlement Securities, the Pre-emptive Right Holder shall intimate the Company and the other Pre-emptive Right Holders ("**Intimation**") about the same within 15 (fifteen) days from the date of receipt of the Issuance Notice. Upon receipt of such Intimation, or upon not receiving a Subscription Notice from all Pre-emptive Right Holders within the time-period specified above, the other Pre-emptive Right Holder have the right to subscribe to any such unsubscribed portion of the Issuance Shares. Such other Pre-emptive Right Holder shall intimate their intention to subscribe to the Company and other Pre-emptive Right Holders, within 5 (five) days of receipt of the Intimation or expiry of the fifteen (15) days from the date of the Issuance Notice (as the case may be).
- (v) Within the period mentioned in the Issuance Notice ("**Issuance Period**"), any Pre-emptive Right Holder exercising its Pre-emptive Right shall pay for and subscribe to its Pre-Emptive Entitlement Securities (and any oversubscribed portion pursuant to Article 113(iv) above) of the Issuance Shares at the Proposed Issuance Price and the Company shall upon receipt of such Proposed Issuance Price, allot the Issuance Shares on the date of closing of the Proposed Issuance, as per the terms and conditions of the Issuance Notice.
- (vi) If after completion of the procedures set forth in Article 113(i) through Article 113(v) above, any of the Issuance Shares remain unsubscribed by the Pre-emptive Right Holders, then the Company, may, within 15 (fifteen) days from the completion of all such procedures, issue and allot the unsubscribed Issuance Shares to a third party subscriber ("**Third Party Subscriber**") at a price not less than the Proposed Issuance Price mentioned in the Issuance Notice.
- (vii) The Parties agree that the issuance of Issuance Shares to (a) Pre-emptive Right Holder's Permitted Transferee, or (b) a Third Party Subscriber, shall be valid only if the Permitted Transferee or the Third Party Subscriber, as the case may be, has executed a Deed of Adherence and a duly executed copy of such Deed of Adherence is placed before the Board on the date of allotment of any part of the Issuance Shares to such Person.

114. Anti-Dilution Protection

- (i) If the Company proposes to issue new Securities, other than Permitted Issuances, ("**Anti-Dilution Issuance**") to a Third Party at a price per Security, or conversion price per Security, that is lower than the price per Security paid by the Investor for the Investor Securities ("**Original Investor Price**"), then, subject to Applicable Law, the Company shall undertake such actions as the Investor deems appropriate in order to nullify the dilutive economic

effect on the Investor Securities that will result from such Anti-Dilution Issuance, including by way of issuing such number of additional Securities to the Investor in the Company for nil consideration or at the lowest possible price permissible under Applicable Law, on a “broad-based weighted average basis”.

- (ii) In the event that the adjustment of the Original Investor Price in accordance with this Article 114 will result in the adjusted Original Investor Price falling below the minimum price per Security permitted under Applicable Law, then the Investor shall, in lieu of such adjustment to the Original Investor Price, have the option to require the Company to take such necessary actions as may be necessary to give effect to economic and commercial intent of the provisions of this Article 114, and the Anti-Dilution Issuance shall not be completed by the Company unless the Investor has first been provided its anti-dilution protections under this Article 114 to the Investor’s satisfaction.

Restrictions on Transfer

115. General

- (i) No Shareholder Party shall Transfer or otherwise dispose of its Securities, except in accordance with and subject to the terms and conditions set forth in **Part B** of these Articles, and the Shareholders’ Agreement. Any Transfer in breach of these Articles and/ or the Shareholders’ Agreement shall be null and void *ab initio*.
- (ii) The Parties agree that none of the restriction contained in Article 115 to Article 119 shall apply to *inter se* Transfers by a shareholder to any of such shareholder’s Permitted Transferees, *provided* that such Permitted Transferee has executed a Deed of Adherence prior to such Transfer and a duly executed copy of such Deed of Adherence is placed before the Board on the date of recording of such Transfer. In case any Shareholder Party’s Permitted Transferee, at any point of time, ceases to be a Permitted Transferee, then the relevant shareholder shall promptly cause such transferred Securities to be transferred back to the relevant shareholder or any other Permitted Transferee of the relevant shareholder.

116. Transfers by the Investor

- (i) Notwithstanding anything in these Articles but subject to Article 116(ii) below and the requirements of Applicable Law, the Investor shall be free to Transfer and/ or Encumber its Securities at any time without requiring any consents from the other Parties.
- (ii) Sale to a Competitor

- (a) The Investor shall not be entitled to Transfer all, or a portion of, the Investor Securities to any Competitor during the period commencing on the Closing Date and ending on the second (2nd) anniversary of the Closing Date.
- (b) The Investor shall not be entitled to Transfer all, or a portion of, the Investor Securities to any Competitor at any time during the period commencing on the expiry of the second (2nd) anniversary of the Closing Date and ending on the date that falls 5 (five) years from the Closing Date without providing a right of first refusal to the Promoter to purchase such Investor Securities ("**Promoter's Right of First Refusal**"). The provisions of Articles 118(ii) to 118(v) shall apply *mutatis mutandis* to the process to be followed for the exercise of the Promoter's Right of First Refusal.
- (c) For the avoidance of doubt, nothing in Article 116(ii) shall restrict: (i) a Transfer of the Investor Securities to any Person on the Stock Exchanges, *provided* such Transfer is not a bilateral/negotiated sale with a Competitor; and (ii) tendering of shares by the Investor in an open offer launched by a Competitor.

117. Promoter Lock-in

- (i) Subject to this Article 117 and Article 115(ii), and except for the Drag Along Right under these Articles, the Promoter shall not, directly or indirectly, Transfer any Securities held by any of them in the Company, or any rights, entitlements or beneficial interest therein to any Person until the expiry of the applicable Promoter Lock-In Period, *provided that*, for avoidance of doubt, all Transfers following expiry of the Promoters Lock-In Period shall remain subject to the provisions of Articles 118 and 119. The "**Promoter Lock-in Period**" means the period commencing from the Closing Date and ending on the expiry of a period of 2 (two) years from the Closing Date.
- (ii) Notwithstanding anything contrary contained herein, the Promoter shall be entitled to Transfer up to ten percent (10%) of Securities held by the Promoter on the Closing Date (calculated on a Fully Diluted Basis) to any Person, *provided that* such Transfer shall not trigger an open offer under the SEBI Takeover Regulations and *provided further* that the transferee has executed a Deed of Adherence prior to such Transfer and a duly executed copy of such Deed of Adherence is placed before the Board on the date of recording of such Transfer.

118. Right of First Refusal

- (i) Subject to Article 117(ii) and Article 115(ii), in the event that the Promoter ("**Selling Shareholder**") proposes to Transfer any or all of the Securities held by it ("**Sale Securities**")

to an identified third-party purchaser (“**Proposed Transferee**”), then the Investor shall have the right of first refusal with respect to such Sale Securities (“**Right of First Refusal**”). Such Right of First Refusal shall be exercisable in the manner set out below.

- (ii) The Selling Shareholder shall issue a written notice (“**ROFR Notice**”) to the Company and the Investor stating therein: (a) the Selling Shareholder’s intention to sell the Sale Securities, (b) the identity of the Proposed Transferee; (c) the terms and conditions of such transfer including the offered price per Security (“**Determined Price**”) *provided that* such offer shall not contemplate any consideration other than cash; and (d) the number of Securities held by the Selling Shareholder in the Company as on the date of such ROFR Notice.
- (iii) Within a period of thirty (30) days from the receipt of the ROFR Notice (“**ROFR Period**”), the Investor shall be entitled to respond to the ROFR Notice in writing (along with a copy to the Company), stating therein its offer to purchase all, but not less than all, of the Sale Securities (“**ROFR Offer Notice**”) at a price equal to or higher than the Determined Price (“**ROFR Price**”) on the same terms and conditions offered by the Proposed Transferee mentioned in the ROFR Notice. Subject to the remaining provisions of this Article 119, upon giving a ROFR Offer Notice, the Investor will be bound to (and, as applicable, shall cause its Affiliates to) purchase such Sale Securities on the terms and conditions set forth in the ROFR Offer Notice, and the Selling Shareholder shall be bound to accept the ROFR Offer Notice.
- (iv) If the Investor declines to purchase all of the Sale Securities by written notice to the Selling Shareholder (“**Rejection Notice**”), or fails to provide a compliant ROFR Offer Notice prior to the expiry of the ROFR Period, then, the Investor shall be deemed to have refused to exercise its Right of First Refusal under this Article 118 and the Selling Shareholder shall, subject to Article 118, be entitled to Transfer the Sale Securities to the Proposed Transferee on the same terms and conditions, including the Determined Price, mentioned in the ROFR Notice, at any time within sixty (60) days from the date of receipt of (a) the Rejection Notice, or (b) the expiration of the ROFO Period, whichever is later.
- (v) In the event that the Selling Shareholder does not Transfer the Sale Securities to the Third Party within such period as specified under Article 118(iv) and subsequently desires to Transfer all or part of the Securities then owned by it, the process under Article 118 shall be repeated.

119. Tag Along Right

- (i) In the event: (a) that the Selling Shareholder proposes to sell the Sale Securities to the Proposed Transferee pursuant to Article 118 above and the Sale Securities constitute 20% (twenty per cent) or more of the Share Capital; and (b) the Investor fails to exercise its Right of First Refusal or provides a Rejection Notice in the manner described in Article 118(iv) above, the Selling Shareholder shall, at least 30 (thirty) days prior to consummation of the proposed Transfer, deliver a written notice of such Transfer ("**Tag Along Notice**") to the Investor.
- (ii) The Tag Along Notice shall set forth: (a) the name of the Proposed Transferee, (b) the number of Securities owned by the Selling Shareholder prior to the proposed Transfer; (c) the number of Securities proposed to be Transferred to the Proposed Transferee; (d) the proposed form and amount of consideration; (e) the proposed date of consummation of the proposed Transfer, (f) a representation that the Third Party transferee has been informed of the existence of the Investor's Tag Along Right; and (g) a summary of all other material terms and conditions of such Transfer. The Tag Along Notice shall be accompanied by copies of all definitive agreements, if any, between the Selling Shareholder and the Proposed Transferee regarding the proposed Transfer.
- (iii) Within a period of 15 (fifteen) days from the date of receipt of the Tag Along Notice ("**Tag Along Exercise Period**"), the Investor shall have the right (but not the obligation) ("**Tag Along Right**") to offer Securities up to its Tag Sale Portion ("**Tag Along Securities**") and at a price and on terms and conditions not less favourable than those offered to the Selling Shareholder by the Proposed Transferee. The Tag Along Right is exercised by intimating the Selling Shareholder, in writing ("**Tag Acceptance Notice**") within the Tag Along Exercise Period.
- (iv) If the Investor has exercised its Tag Along Right within the Tag Along Exercise Period, the Selling Shareholder shall intimate this to the Proposed Transferee, and deliver a copy of such Tag Acceptance Notice(s). The Selling Shareholder shall not transfer any of its Securities to the Proposed Transferee, unless such Proposed Transferee also simultaneously acquires the Tag Along Securities.
- (v) It is clarified that in connection with the exercise of the Tag Along Right, (a) the Investor shall receive the same form, type and amount of consideration and benefit from the same terms and conditions as applicable to the Selling Shareholder (except as otherwise described in this Article 119(v)); and (b) the Investor will not be required to provide any representations or warranties other than representations and warranties relating to the Investor and its ownership of the Tag Along Securities that are customary in similar transactions.

- (vi) If the Investor fails to issue the Tag Acceptance Notice within the time periods prescribed above, the right to participate in the Transfer to the Proposed Transferee shall lapse and the Selling Shareholder shall be entitled to complete its Transfer to the Proposed Transferee, on the same terms and conditions and for the same consideration as is specified in the Tag Along Notice in accordance with the provisions of Article 119(i).

Exit Opportunity

120. Exit Period

- (i) The Promoter shall be obliged to provide an exit to the Investor in accordance with these Articles and the Shareholders' Agreement, within the period between the Closing Date and until 60 (sixty) months post the Closing Date ("**Exit Period**").
- (ii) After the expiry of the Exit Period, and as provided herein, the Investor shall be entitled (but not obliged) to exercise any of the rights set out in Articles 120-124 in the manner provided herein, as it deems appropriate to achieve an exit from the Company.

121. Strategic Sale

- (i) During the period beginning from the expiry of 60 (sixty) months from the Closing Date and ending on the expiry of 66 (sixty six) months from the Closing Date ("**Strategic Sale Period**"), the Investor and the Promoter will mutually discuss and explore options to provide an exit to the Investor pursuant to a sale of Securities of the Company to a Third Party ("**Strategic Sale**").
- (ii) For this purpose, the Company shall, at its cost and expense, appoint a SEBI Category - I Merchant Banker or any other equivalent professional ("**Merchant Banker**"), as mutually selected by the Investor and the Promoter, to provide its advice and assessment on the achievability of the Strategic Sale and conduct the bidding process.
- (iii) The Promoter shall provide its full cooperation and all necessary assistance and information, including approving all relevant resolutions, entering into all requisite agreements, filing all necessary documents required to successfully complete the Strategic Sale.

122. Drag Along Rights

- (i) Any time after the expiry the Strategic Sale Period and until the expiry of 72 (seventy two) months from the Closing Date ("**Drag Along Period**"), in the event the Investor holds, directly or indirectly, more than 10% (ten per cent) of the Share Capital and it proposes to sell, all but not less than all, of its Securities to an identified third-party purchaser ("**Drag Transferee**"), the Investor ("**Drag Seller**") shall have the right, but not an obligation, ("**Drag Along Right**") to require the Promoter ("**Dragged Shareholder**") to participate in the proposed Transfer to the Drag Transferee in accordance with this Article 122.
- (ii) To exercise the Drag Along Right, the Drag Seller shall issue a written notice of the proposed Transfer ("**Drag Along Notice**") to the Company and to the Dragged Shareholder, setting forth (a) the number of Securities the Drag Seller owns prior to the proposed Transfer ("**Drag Securities**"); (b) the terms and conditions of the proposed Transfer including the price offered to the Drag Transferee ("**Offered Price**"); and (c) the proposed date of consummation of the proposed Transfer.
- (iii) Within 30 (thirty) days from the receipt of the Drag Along Notice, the Dragged Shareholder shall have the right (but not the obligation) ("**Dragged Shareholder Right of Refusal**") to offer to purchase from the Investor all but not less than all of the Drag Securities on terms and conditions no less favourable than the terms and conditions mentioned in the Drag Along Notice, including the Offered Price. The Dragged Shareholder shall exercise the Dragged Shareholder Right of Refusal by issuing a notice to the Drag Seller indicating its intention to purchase the Drag Securities in accordance with this Article 122(iii).
- (iv) If the Dragged Shareholder fails to exercise the Dragged Shareholder Right of Refusal in accordance with Article 122(iii) above, the Dragged Shareholder shall be bound to sell along with the Drag Seller, at the Offered Price such number of the Securities as may be required to enable the Drag Seller to complete the transaction as agreed with the Drag Transferee.
- (v) The Transfer of the Drag Securities to the Drag Transferee shall be completed no later than 90 (ninety) days from the Drag Notice. In the event the Drag Transfer is not consummated within the prescribed time period, any Transfer by the Drag Seller of its Securities pursuant to the exercise of the Drag Along Right shall once again be subject to the provisions of Article 122.

123. Put Option

- (i) At any time after the expiry of the Drag Along Period, the Investor shall the right, but not an obligation, to require the Promoter to purchase all the Investor Securities ("**Put Securities**") at an aggregate price which shall be not be lower than the Fair Market Value of such Put Securities ("**Put Option Right**").

- (ii) The Investor shall exercise the Put Option Right by delivery of a written notice to the Promoter and the Company ("**Put Notice**"). Within 7 (seven) Business Days of the date of receipt of the Put Notice, the Promoter shall appoint a Merchant Banker to determine the Fair Market Value in accordance with Annexure 5 of the Shareholders' Agreement ("**Put Option Price**") and shall issue a notice setting out the Put Option Price. No later than 7 (seven) Business Days from the receipt of such notice, the Investor shall communicate acceptance or rejection to sell all and no less than all Put Securities at the Put Option Price.
- (iii) Within 30 (thirty) Business Days of the Investor communicating its acceptance of the Put Option Price to the Promoter, the Promoter and Investor shall duly execute documents that may be required to effect the Transfer of the Put Securities in favour of the Promoter.

124. Closing Procedures

The closing of any Transfer pursuant to Articles 115-119 or Articles 120-123 shall occur at such place, time and on such date as the seller and purchaser may mutually agree, but subject to any timelines set forth in Articles 115-119 or Articles 120-123. At the closing of such Transfer, (a) the purchasing Person shall pay the stipulated price; and (b) the selling shareholder shall deliver (i) a copy of the delivery instruction slips from the selling shareholder to its depository participant; (ii) a written representation and warranty (or other provision of similar effect) that the selling shareholder is, as of such closing, and the purchaser shall, upon such closing, be, the sole beneficial owner of such Securities with good title thereto, free and clear of all Encumbrances.

Upside Share

- 125. If, pursuant to a complete exit of the Investor from the Company, the aggregate returns realized by the Investor on the Investor's cumulative investment in the Company, net of taxes, charges and reasonable expenses that are customarily incurred in connection with an exit transaction of a similar nature (other than payments to any related parties of the Investor, if any), are in excess of an IRR of 30% (such excess shall be referred to as an "**Upside**"), the Investor shall pay 50% (fifty per cent) of such Upside ("**Upside Share**") to the Promoter
- 126. For the purposes of calculating IRR, at any relevant point of time:
 - (i) all calculations will be made in USD;
 - (ii) all cumulative cash receipts of the Investor from (a) the Company (including dividends, asset sale, buy-back and capital reduction); and (b) sale of the Investor's shareholding in the Company to any Person (other than the Affiliates of the Investor) until such point of time, shall be considered;

- (iii) distributions to the Investor shall be considered without deducting any charges, reasonable expenses, statutory payments, any tax incurred/ payable by the Investor in relation to the distributions made to the Investor.
- (iv) Subject to Applicable Laws, the Upside Share shall be paid by the Investor in cash or shares, at the discretion of the Promoter. The mechanism for the payment of the Upside Share shall, in good faith, be discussed and mutually agreed between the Investor and the Promoter to give effect to the commercial intent of Article 125-126 in a manner which is tax efficient to the Promoter and the Investor. Any tax on the Upside Share shall be borne and payable only by the Promoter. The Investor shall pay any taxes required to be withheld to the relevant Governmental Authority and provide the Promoter with documents evidencing such payment.
- (v) The payment of the Upside Share shall be completed within 30 (thirty) days of the receipt of funds by the Investor. Provided that, the time period of payment of the Upside Share shall automatically stand extended for receipt of necessary approvals required under Applicable Law for such payment. The Investor shall use reasonable endeavours to apply for and obtain such necessary approvals in an expeditious manner.

Consequences of Event of Default

127. Consequences of Event of Default

Upon the occurrence of an Event of Default that was not cured by the Company and/or the Promoter in accordance with Article 10.1 of the Shareholders' Agreement:

- (i) the Investor shall be entitled to exercise its Drag Along Right at any time during the term of the Shareholders' Agreement in accordance with Article 122 with the following modifications:
 - (a) Subject to Applicable Law, the Offered Price in respect of the such Drag Along Right shall be at a discount of 20% (twenty percent) to the Fair Market Value of the Drag Securities; and
 - (b) Article 122(iii) shall not apply, i.e., the Dragged Shareholder Right of Refusal shall not be applicable to an exercise of the Drag Along Right pursuant to this Article 127(i)
- (ii) the Investor shall be entitled to exercise its Put Option Right at any time during the term of the Shareholders' Agreement in accordance with Article 123 with the modification that the Put Option Price in respect of the such Put Option Right shall be at a premium of 20%

(twenty percent) to the Fair Market Value of the Put Securities. For the avoidance of doubt, the Investor may exercise its right under this Article 127(ii) through a resident Indian Third Party to comply with Applicable Laws.

Indemnification

128. Indemnification

- (i) The Promoter or the Investor, as the case may be ("**Indemnifying Party**") shall indemnify, defend and hold harmless, the other Party ("**Indemnified Party**") from and against any and all Losses incurred by such Indemnified Party arising out of or in connection with, based upon or relating to any material breach of any obligations, covenants and duties owed by the Indemnifying Party to the Indemnified Party of any kind or description provided under, or in connection with the Shareholders' Agreement.
- (ii) The Indemnifying Party shall have the right to cure any Loss incurred by the Indemnified Party, which are capable of being cured, within a period of thirty (30) days from the receipt of the notice from the Indemnified Party; provided that the Indemnifying Party shall remain liable for any such Loss to the extent it is not cured. In the event, the breach has not been remedied to the reasonable satisfaction of the Indemnified Party, within the above-mentioned period, the Indemnifying Party shall be liable to make payment for such Loss to the Indemnified Party within thirty (30) days from the expiry of the said thirty (30) day period, unless such claim is disputed, wherein such claim shall be payable only if either an arbitral award or a final, non-appealable order has been passed against the Indemnifying Party.
- (iii) Without prejudice to the Indemnified Party's rights and remedies under the Shareholders' Agreement, the Indemnified Party shall be entitled to exercise all rights available to it under Applicable Law or in equity including the right to damages or to seek specific performance

Covenants of the Company and the Promoter

129. Non-Compete

- (i) In consideration of the receipt of monies by the Company for the issuance of Securities to the Investor and the entry by the Investor into the Transaction Documents and the consummation of the transactions contemplated hereby and thereby the sufficiency of all of which is hereby acknowledged by the Promoter, the Promoter agrees that it shall not, during the Restraint Period (*as defined below*), directly or indirectly, whether in his own

capacity or in conjunction with or through any other entity or his Affiliate (except the Company) (such entity or Affiliate, a “**Competing Party**”), and whether as an employee, partner, proprietor, or adviser or shareholder (except as provided under Article 131(iii) below), or consultant of any other entity or Person (except the Company) or otherwise, commence, engage, carry on or involve in or remain involved in, or invest in or acquire or provide financial or other support to any Competing NBFC (*as defined below*), without the unanimous approval of the Board of Directors, subject to Article 129(iv) below

(ii) For purposes of this Article 129,

(a) “**Restraint Period**” means the period commencing on the Closing Date and ending upon the date until which the Investor holds at least 10% (ten percent) of the Securities.

(b) “**Competing NBFC**” means any NBFC which carries out or engages in Business similar to the Company in the Restricted Territory

(iii) In the event that the Promoter or any Competing Party intend to, directly or indirectly, in any manner, during the Restraint Period, commence, engage, carry on or involve in, or invest in or acquire or provide financial or other support to any NBFC which is not Competing NBFC (each a “**New Opportunity**”):

(a) the Promoter shall first refer such New Opportunity to the Board in writing along with supporting documents, if any, and information which is available with the Promoter;

(b) The Board, within 14 (fourteen) Business Days of receipt of such reference or or the date on which all the relevant information required for the Board to make a decision has been made available to the Board by the Promoter (as determined by the Board in good faith), whichever is later, shall pass a resolution in accordance with the provisions of this Article 129(iii) in good faith and in the best interests of the Company, approving or disapproving the New Opportunity;

(c) Upon the Board approving any New Opportunity, the Company shall undertake the New Opportunity by itself or through any subsidiary, as may be determined by the Board.

(d) In the event the Board decides not to pursue the New Opportunity, the Promoter shall be free to undertake such New Opportunity.

(iv) Subject to Article 129(iii) above, the Promoter shall be allowed to have passive investments of less than 5% (five percent) in the share/ voting capital of a publicly listed Competing

NBFC and other instruments as may be issued by such publicly listed Competing NBFC purely as a financial and passive investor(s), with no Control of such entity, which investment shall be permitted. Further, nothing in this Article 129 shall operate to affect in any manner certain existing investments and business ventures of the Promoter, specifically listed out in Annexure 6 of the Shareholders' Agreement.

- (v) The Parties have, in good faith, used their best efforts to make the provisions of this Article 129 are reasonable in terms of geographic area, duration and scope of restricted activities in light of the Company's business activities. The Promoter acknowledges and agrees that the covenants set forth in this Article 129 are being entered into voluntarily and for good consideration and that, given the nature of the Business and geographic area in which the Company conducts the Business, the Restraint Period and the Restricted Territory are reasonable in time and space. Notwithstanding any other provision of the Shareholders' Agreement and these Articles, if at the time of enforcement of any provision of this Article 129, a court should hold that the duration or scope restrictions stated herein are unreasonable or unenforceable under circumstances then existing, the Parties agree that the maximum duration or scope permitted by Applicable Law under such circumstances will be substituted for the stated duration or scope.

130. Annual Budget, Business Plan, and Business Updates

- (i) The Company shall prepare for approval by the Board a draft annual budget ("**Annual Budget**") and a 3 (three) year business plan ("**Business Plan**") which will specify, amongst other things, (a) projections of the income, expenses and profits (both on revenue and capital account) and cash flow of the Company's position at the commencement of the financial year and the projected operations, and (b) estimates of major items of revenue, operating expenditure and capital expenditure, and be accompanied by a cash flow forecast and a projected balance sheet.
- (ii) The Annual Budget and Business Plan shall be prepared by the Company and presented to the Board at least 45 (forty five) days prior to the commencement of next Financial Year.
- (iii) Any updates to the Business Plan and/or Annual Budget shall be submitted to the Board on a quarterly basis reflecting actual performance and any amendments to forecasts or activities.

131. Fall Away Thresholds

The rights granted to the Investor under the Shareholders' Agreement (other than Articles 3.2.3, 6.1, 6.2 and 7.5 of the Shareholders' Agreement), shall cease to exist or be available to the

Investor, in the event the shareholding of the Investor (together with its Affiliates) falls below 5% (five percent) of the Share Capital ("**Fall Away Threshold**").

132. Indebtedness of the Company

- (i) The Company shall be free to incur Indebtedness up to the extent of 3 (three) times the net worth of the Company, as determined by the last audited financial statements of the Company.
- (ii) In the event that the Company intends to incur Indebtedness greater than 3 (three) times the net worth of the Company but lesser than 4 (four) times the net worth of the Company, the Company shall require the prior approval of a simple majority of the Independent Directors of the Company.
- (iii) In the event that the Company intends to incur Indebtedness greater than 4 (four) times the net worth of the Company, the Company shall require unanimous prior approval from the Board.

Annexure 1
INVESTOR RESERVED MATTERS

1. Liquidation, dissolution or voluntary bankruptcy or voluntary delisting of the Company;
2. Sale, disposal or other transfer of all or material part of Business, equity interest and/ or assets of the Company wherein the total value is more than 20% of the net worth of the Company;
3. Acquisition of or investment in any business, assets, interests or quasi-equity interests of any other entity, wherein the total value is more than 20% of the net worth of the Company;
4. Amalgamation, merger or consolidation; or demerger or reorganization or any similar actions involving the Company;
5. Amendment to the memorandum of association and these Articles which have an adverse impact on the rights of the Investor;
6. Issuance of Securities at a price lower than the price at which the Investor acquired the Investor Securities other than Permitted Issuances; and
7. Any new transaction or contract with Related Parties other than such transactions or contracts specified by the Promoter and/or the Company at the beginning of each financial year, and notified to the Investor in writing.

We, the several persons whose names and addresses are subscribed hereto, are desirous of being formed into a Company in pursuance of this Articles of Association.

Sr. No	Names, Addresses, descriptions, occupation & signature of subscribers	No. of Equity Shares taken by each Subscriber	Name/s and Signature/s of the Witness/es and their Address/es, Description/s Occupation/s
1	Mehul Shah S/o Rasiklal Shah 14, Shetrunjay Society, Paldi, Ahmedabad 7, Occupation: Business Sd/- M. R. Shah	100 (One Hundred)	<p style="text-align: center;">KIRAN SHAH S/o Chinubhai Shah Above Fashion Palace, Opp. Electricity House, Relief Road, Ahmedabad 380001 Occupation: Chartered Accountants Sd/- Kiran Shah</p>
2	Nitinbhai Shah S/o Gordhandas Shah 303, Shilpika Apartments, Nr. Gyanganga Classes, Jawaharnagar, Vasna, Ahmedabad 7, Occupation: Business Sd/- N G Shah	100 (One Hundred)	
3	Shrikunj Dalal S/o Vasant Dalal, 477, Bahar No Vas, Paldi, Ahmedabad 7 Occupation: Business Sd/- S V Dalal	100 (One Hundred)	
4	Paula Patel W/o Mayur Patel 7/C, Pankaj Society, Behind Anandnagar, Sarkhej Road, Ahmedabad 7, Occupation: Housewife. Sd/- Paula Mayurkumar Patel	100 (One Hundred)	
5	Niki Shah W/o Mehul Shah 14, Shetrunjay Society, Paldi, Ahmedabad 7, Occupation: Business Sd/- Niki M. Shah	100 (One Hundred)	
6	Paulini Dalal W/o Shrikunj Dalal, 477, Bahar No Vas, Paldi, Ahmedabad 7 Occupation: Housewife. Sd/- Paulini Shrikunj Dalal.	100 (One Hundred)	
7	Madhavlal Patel S/o Jethalal Patel 7/C, Pankaj Society, Behind Anandnagar, Sarkhej Road, Ahmedabad 7, Occupation: Retired Sd/- M. J. Patel	100 (One Hundred)	
	TOTAL	<u>700 (Seven Hundred)</u>	

Place: Ahmedabad

Date: 28-10-1994