



## NOTICE

### REGENCY HOSPITAL LIMITED

CIN: U85110UP1987PLC008792

**Registered Office:** A-2 Sarvodaya Nagar, Kanpur- 208005, Uttar Pradesh

**Tel:** +91-0512-350-2480; **Email:** [company.secretary@regencyhealthcare.in](mailto:company.secretary@regencyhealthcare.in)

**Website:** [www.regencyhealthcare.in](http://www.regencyhealthcare.in)

Notice is hereby given that the **Extraordinary General Meeting ("EGM")** of Regency Hospital Limited will be held on Thursday, the 16<sup>th</sup> day of November 2023 at 11:30 A.M. (IST) at the registered Office of the Company situated at A-2, Sarvodaya Nagar, Kanpur, Uttar Pradesh- 208005, India to transact the following business:

### **SPECIAL BUSINESS**

To consider and if thought fit, to pass with or without modification(s), the following resolution as a Special Resolution.

### **ITEM NO: 1 ADOPTION OF RESTATED AND AMENDED ARTICLES OF ASSOCIATION OF THE COMPANY**

**"RESOLVED THAT** Pursuant to the provisions of section 14 and other applicable provisions, if any, of the Companies Act, 2013, read with rules and regulations framed thereunder (including any statutory modifications, amendments thereto or re-enactment thereof, the circulars, notifications, regulations, rules, guidelines, if any, issued by the Government of India) (the **"Act"**) and other necessary statutory approvals, and based on the recommendation made by the board of directors of the Company (**"Board"**), on dated 25<sup>th</sup> October 2023, the consent of the members of the Company, be and is hereby accorded to alter and replace the existing Articles of Association of the Company in its entirety with the amended and restated Articles of Association of the Company (the **"Amended Articles"**) (appended as **Annexure-1** and tabled before the members), which incorporates the provisions of the Shareholders Agreement dated 28<sup>th</sup> September 2023 entered into by and amongst the Company, Norwest Capital LLC, Dr. Atul Kapoor, Dr. Rashmi Kapoor and Mr. Abhishek Kapoor, Mr. Arun Kapoor, Mrs. Soni Kapoor, Atul Kapoor HUF, Arun Kapoor HUF and Arun Akshat Kapoor HUF (**"Shareholders' Agreement"**) and that the Amended Articles be and are hereby approved and adopted in substitution for, and to the entire exclusion, of the existing Articles of Association of the Company."

**"RESOLVED FURTHER THAT** Dr. Atul Kapoor the Managing Director of the Company or Dr. Rashmi Kapoor, the whole time director of the Company be and are hereby severally authorized to sign, execute and file necessary forms, applications, returns and other necessary documents as may be required by the statutory authorities including Form MGT-14 with Registrar of Companies, and to do all such acts and deeds as may be necessary for the purpose of adopting the Amended Articles and implementation of this resolution and to submit all documents to the concerned authorities in this behalf."

**“RESOLVED FURTHER THAT** Dr. Atul Kapoor the Managing Director of the Company or Dr. Rashmi Kapoor, the whole time director of the Company or Mr. Yogi Srivastava the Company Secretary of the Company be and are hereby severally authorized to certify a copy of this resolution and issue the same to all concerned parties.”

To consider and if thought fit, to pass with or without modification(s), the following resolution as an Ordinary Resolution:

**ITEM NO-2 REMUNERATION AND PERFORMANCE BONUS TO MR. ABHISHEK KAPOOR HOLDING OFFICE/ PLACE OF PROFIT IN THE COMPANY**

**“RESOLVED THAT** pursuant to the provisions of Section 188(1)(f) read with Companies (Meetings of Board and its Powers) Rules 2014 and all other applicable provisions, if any, of the Companies Act, 2013 including statutory modification(s) or re-enactment(s) thereof for the time being in force, based on the recommendation of Nomination and Remuneration Committee and Audit Committee and based on the approval of the Board of Directors of the Company on dated 25<sup>th</sup> October 2023, the approval of the shareholders of the Company be and is hereby accorded to revise and increase the payment of the remuneration to Mr. Abhishek Kapoor, being relative of Dr. Atul Kapoor, Managing Director and Dr. Rashmi Kapoor, Whole Time Director, holding Office/ Place of Profit in the Company as “Executive Director-Strategy and Expansion” from Rs. 5,39,000 (Rupees five lakhs thirty nine thousand only) to Rs. 8,51,500 (Rupees eight lakhs fifty-one thousand and five hundred only) on monthly basis with effect from 1<sup>st</sup> December 2023 with an annual increment upto 5% (five percent) per annum and such other perquisites in accordance with the Company rule.

**RESOLVED FURTHER THAT** in addition to the aforesaid revision and increase in the payment of the remuneration to Mr. Abhishek Kapoor, the Consent of the shareholders be and is hereby accorded to pay a performance bonus of Rs. 25,00,000 (Rupees twenty-five lakhs only) to Mr. Abhishek Kapoor.

**RESOLVED FURTHER THAT** Dr. Atul Kapoor, the Managing Director of the Company or Dr. Rashmi Kapoor, the whole time director of the Company be and are hereby severally authorized to do all such acts, matters, deeds and things, including signing any document or paper etc. to give effect to this resolution.”

**ITEM NO-3 REMUNERATION AND PERFORMANCE BONUS TO DR. ATUL KAPOOR, THE MANAGING DIRECTOR OF THE COMPANY.**

To consider and if thought fit, to pass with or without modification(s), the following resolution as an Ordinary Resolution:

**“RESOLVED THAT** in accordance with the provisions of Section 196, 197, and 198 read with Schedule V and all other applicable provisions, if any of the Companies Act, 2013 and the Companies [Appointment and Remuneration of Managerial Personnel] Rules, 2014 including any statutory modification(s) or re-enactment thereof, for the time being in force, based on the recommendation of Nomination and Remuneration Committee and Audit Committee and based on the approval of the Board of Directors of the Company on dated 25<sup>th</sup> October 2023, the Consent of the Shareholders of the Company be and is hereby given to revise and increase the payment of the remuneration to Dr. Atul Kapoor, the Managing Director of the Company from Rs. 10,12,500 (Rupees ten lakhs twelve thousand and five hundred only) to Rs. 13,25,000 (Rupees thirteen lakhs twenty-

five thousand only) on monthly basis with effect from 1<sup>st</sup> December 2023 with an annual increment upto 5% (five percent) per annum and such other perquisites in accordance with the Company rule.

**RESOLVED FURTHER THAT** in addition to the aforesaid revision and increase in the payment of the remuneration to Dr. Atul Kapoor, the Consent of the Shareholders of the Company, be and is hereby accorded to pay a performance bonus of Rs. 25,00,000 (Rupees twenty-five lakhs only) to Dr. Atul Kapoor, the Managing director of the Company.

**RESOLVED FURTHER THAT** Dr. Rashmi Kapoor, the whole-time director of the Company be and is hereby authorized to do all such acts, matters, deeds and things, including signing any document or paper etc. to give effect to this resolution.

**FOR REGENCY HOSPITAL LIMITED**

Sd/-

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<b>Name:</b>	<b>Yogi Srivastava</b>
<b>Designation:</b>	<b>Company Secretary &amp; Compliance Officer</b>
<b>Place:</b>	<b>Kanpur</b>
<b>Date of signing :</b>	<b>25<sup>th</sup> October 2023</b>

## NOTES:

1. An Explanatory statement pursuant to Section 102 of the Companies Act, 2013 (the “Act”) setting out the material facts and reasons for the proposed Resolutions, is annexed hereto.
2. A member entitled to attend and vote at the EGM is entitled to appoint a proxy to attend and vote at the meeting on his/her behalf. Such a proxy need not to be a member of the Company.
3. Members are requested to note that a person can act as a proxy on behalf of Members not exceeding 50 in number and holding in the aggregate not more than 10% of the total share capital of the Company carrying voting rights. A Member holding more than 10% of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or shareholder. During the period beginning 24 hours before the time fixed for the commencement of EGM and until the conclusion of the meeting, a member would be entitled to inspect the proxies lodged during the business hours of the Company, provided that not less than three days of notice in writing is given to the Company.
4. The instrument of proxy, in order to be effective, must be received at the Registered Office of the Company not less than 48 hours before the commencement of the Meeting. A Proxy Form is annexed to this Notice. Proxies submitted on behalf of limited companies, societies, etc. must be supported by an appropriate resolution or authority as applicable.
5. Institutional/Corporate Members intending to send their authorized representatives to attend the Extra Ordinary General Meeting are requested to provide certified copy (PDF/JPEG format) of the Board Resolution, authorizing their representatives to attend and vote at the EGM, pursuant to Section 113 of the Act, to Company at by email to [company.secretary@regencyhealthcare.in](mailto:company.secretary@regencyhealthcare.in).
6. The Register of Directors and Key Managerial Personnel and their shareholding, maintained under Section 170 of the Act, and the Register of Contract or Arrangements in which Directors are interested, maintained under Section 189 of the Act, will be available for inspection by the members at the EGM.
7. In case of joint holders attending the Meeting, only such joint holders who are higher in the order of the names will be entitled to vote.
8. Members/proxies/authorized representatives are requested to bring the duly filled Attendance Slip enclosed herewith to attend the Meeting.
9. As per Section 72 of the Act, the facility for submitting nominations is available for members in respect of the shares held by them. Members who have not yet registered their nomination are requested to register the same by submitting Form SH-13. The form can be downloaded from the Company's website.

10. Section 20 of the Companies Act, 2013 permits service of documents on Members by a company through electronic mode. Hence, in accordance with the Companies Act, 2013 read with the Rules framed thereunder, the Notice of EGM along with Proxy Form and Attendance Slip, are being sent through electronic mode to those Members whose e-mail addresses are registered with the Company/Depository Participant unless any Member has requested for a physical copy of the same. For Members who have not registered their e-mail addresses, a physical copy of the aforementioned documents is being sent by the permitted modes. Members may note that the Notice of EGM will also be available on the Company's website at <https://regencyhealthcare.in/investor-relations/>.
11. Members are requested to intimate changes, if any, about their name, postal address, e-mail address, telephone/ mobile numbers, PAN, power of attorney registration, Bank Mandate details, etc. to their DPs in case the shares are held in electronic form and to the RTA in case the shares are held in physical form, in prescribed Form No. ISR-1 and other forms, quoting their folio number and enclosing the self-attested supporting document.
12. To prevent fraudulent transactions, Members are advised to exercise due diligence and notify the Company of any change in address or demise of any Member as soon as possible. Members are also advised not to leave their demat account(s) dormant for long. Periodic statement of holdings should be obtained from the concerned Depository Participant and holdings should be verified from time to time.
13. Members holding shares in physical form, in identical order of names, in more than one folio are requested to send to the Company or RTA, the details of such folios together with the share certificates along with the requisite KYC documents for consolidating their holdings in one folio. Requests for consolidation of share certificates shall be processed in dematerialized form.
14. Pursuant to the provisions of Section 108 of the Companies Act, 2013 read with Rule 20 of the Companies (Management and Administration) Rules, 2014 (as amended), the Company is pleased to provide the facility to Members to exercise their right to vote on the resolutions proposed to be passed at EGM by electronic means. For this purpose, the Company has entered into an arrangement with National Securities Depository Limited (NSDL) as the authorized agency for facilitating voting through electronic means. The facility of casting votes by a member using Remote e-Voting system will be provided by NSDL. The Members attending the EGM who have not already cast their votes by Remote e-Voting shall be able to exercise their right at the meeting. The Members who have cast their vote by Remote e-voting prior to the Meeting may also attend the EGM but shall not be entitled to cast their vote again. Members may contact Mr. Yogi Srivastava, Company Secretary, for any grievances connected with electronic means at [company.secretary@regencyhealthcare.in](mailto:company.secretary@regencyhealthcare.in) Tel. #0512- 3502661.

15. The remote e-voting period will commence on Sunday, 12 November 2023 at 9.00 a.m. IST and will end on Wednesday, 15 November 2023 at 5.00 p.m. IST. During this period, members holding shares either in physical form or in dematerialized form, as on Thursday, 9 November 2023 i.e. cut-off date, may cast their vote electronically. The e-voting module shall be disabled by NSDL for voting thereafter. A person who is not a Member as on the cut-off date should treat this Notice for information purposes only. Members have the option to cast their vote on any of the resolutions using the remote e-voting facility either during the period commencing from Sunday, 12 November 2023 at 9.00 a.m. IST and will end on Wednesday, 15 November 2023 at 5.00 p.m. IST. Members who have cast their votes by remote e-voting prior to the EGM may also attend/participate in the EGM but they shall not be entitled to cast their votes again. Further, members who have voted on the resolution during the remote e-voting period are also eligible to vote during the EGM.
16. A person, whose name is recorded in the Register of Members or in the Register of Beneficial Owners maintained by the depositories as on cut-off date only shall be entitled to avail the facility of Remote e-voting or voting at the Meeting.
17. The Board of Directors has appointed Mr. Surendra Kumar Sahu, Practicing Company Secretary (M. No. 5182, COP No. 4040), Proprietor of M/s SKS & Company as the Scrutinizer to scrutinize the remote e-Voting process in a fair and transparent manner. The Scrutinizer shall immediately after the conclusion of voting at the EGM, unblock the votes cast through remote e-Voting (votes cast during the EGM and votes cast prior to the EGM and make, not later than three days of the conclusion of the EGM, a consolidated Scrutinizer's Report of the total votes cast in favour or against, if any, forthwith to the Chairman of the Company or any person authorized by him in writing who shall countersign the same. The Results declared along with the Scrutinizer's Report shall be placed on the website of the Company at <https://regencyhealthcare.in/>.

## THE INSTRUCTIONS FOR MEMBERS FOR REMOTE E-VOTING ARE AS UNDER:-

The Remote e-Voting period begins on Sunday, 12 November 2023 at 09.00 A.M. and ends on Wednesday, 15 November 2023 at 05.00 P.M. The Remote e-Voting module shall be disabled by NSDL for voting thereafter. The Members, whose names appear in the Register of Members / Beneficial Owners as on the record date (cut-off date) i.e., Thursday, 9 November 2023 may cast their vote electronically. The voting right of Shareholders shall be in proportion to their share in the paid-up equity share capital of the Company as on the cut-off date, being Thursday, 9 November 2023.

### How do I vote electronically using NSDL e-Voting system?





*The way to vote electronically on NSDL e-Voting system consists of “Two Steps” which are mentioned below:*

#### **Step 1: Access to NSDL e-Voting system**

##### **A) Login method for e-Voting for Individual Shareholders holding securities in demat mode**

Login method for Individual Shareholders holding securities in demat mode is given below:

Type of Shareholders	Login Method
Individual Shareholders holding securities in demat mode with NSDL.	<ol style="list-style-type: none"><li>Existing <b>IDeAS</b> user can visit the e-Services website of NSDL Viz. <a href="https://eservices.nsdl.com">https://eservices.nsdl.com</a> either on a Personal Computer or on a mobile. On the e-Services home page click on the “<b>Beneficial Owner</b>” icon under “<b>Login</b>” which is available under ‘<b>IDeAS</b>’ section, this will prompt you to enter your existing User ID and Password. After successful authentication, you will be able to see e-Voting services under Value Added Services. Click on “<b>Access to e-Voting</b>” under e-Voting services and you will be able to see e-Voting page. Click on Company name or <b>e-Voting service provider i.e. NSDL</b> and you will be re-directed to e-Voting website of NSDL for casting your vote during the Remote e-Voting period. If you are not registered for IDeAS e-Services, option to register is available at <a href="https://eservices.nsdl.com">https://eservices.nsdl.com</a>. Select “<b>Register Online for IDeAS Portal</b>” or click at <a href="https://eservices.nsdl.com/SecureWeb/IdeasDirectReg.jsp">https://eservices.nsdl.com/SecureWeb/IdeasDirectReg.jsp</a>.</li><li>Visit the e-Voting website of NSDL. Open web browser by typing the following URL: <a href="https://www.evoting.nsdl.com/">https://www.evoting.nsdl.com/</a> either on a Personal Computer or on a mobile. Once the home page of e-Voting system is launched, click on the icon “<b>Login</b>” which is available under ‘Shareholder/Member’ section. A new screen will open. You will have to enter your User ID (i.e. your sixteen digit demat account number hold with NSDL), Password/OTP and a Verification Code as shown on the screen. After successful authentication, you will be redirected to NSDL Depository site wherein you can see e-Voting page. Click on company name or <b>e-Voting service provider i.e. NSDL</b> and you will be redirected to e-Voting website of NSDL for casting your vote during the Remote e-Voting period.</li></ol>

	<p>3. Shareholders/Members can also download NSDL Mobile App “<b>NSDL Speede</b>” facility by scanning the QR code mentioned below for seamless voting experience.</p> <p><b>NSDL Mobile App is available on</b></p> <p>  App Store          Google Play       </p> <div style="display: flex; justify-content: space-around; align-items: center;">   </div>
Individual Shareholders holding securities in demat mode with CDSL	<ol style="list-style-type: none"> <li>1. Users who have opted for CDSL Easi / Easiest facility, can login through their existing user id and password. Option will be made available to reach e-Voting page without any further authentication. The users to login Easi /Easiest are requested to visit CDSL website <a href="http://www.cdslindia.com">www.cdslindia.com</a> and click on login icon &amp; New System Myeasi Tab and then user your existing my easi username &amp; password.</li> <li>2. After successful login the Easi / Easiest user will be able to see the e-Voting option for eligible companies where the evoting is in progress as per the information provided by company. On clicking the evoting option, the user will be able to see e-Voting page of the e-Voting service provider for casting your vote during the remote e-Voting period. Additionally, there is also links provided to access the system of all e-Voting Service Providers, so that the user can visit the e-Voting service providers' website directly.</li> <li>3. If the user is not registered for Easi/Easiest, option to register is available at CDSL website <a href="http://www.cdslindia.com">www.cdslindia.com</a> and click on login &amp; New System Myeasi Tab and then click on registration option.</li> <li>4. Alternatively, the user can directly access e-Voting page by providing Demat Account Number and PAN No. from a e-Voting link available on <a href="http://www.cdslindia.com">www.cdslindia.com</a> home page. The system will authenticate the user by sending OTP on registered Mobile &amp; Email as recorded in the Demat Account. After successful authentication, user will be able to see the e-Voting option where the evoting is in progress and also able to directly access the system of all e-Voting Service Providers.</li> </ol>



Individual Shareholders (holding securities in demat mode) login through their depository participants	You can also login using the login credentials of your demat account through your Depository Participant registered with NSDL/CDSL for e-Voting facility. Upon logging in, you will be able to see e-Voting option. Click on e-Voting option, you will be redirected to NSDL/CDSL Depository site after successful authentication, wherein you can see e-Voting feature. Click on company name or e-Voting service provider i.e. NSDL and you will be redirected to e-Voting website of NSDL for casting your vote during the Remote e-Voting period.
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**Important note:** Members who are unable to retrieve User ID/ Password are advised to use Forget User ID and Forget Password option available at abovementioned website.

**Helpdesk for Individual Shareholders holding securities in demat mode for any technical issues related to login through Depository i.e. NSDL and CDSL.**

Login type	Helpdesk details
Individual Shareholders holding securities in demat mode with NSDL	Members facing any technical issue in login can contact NSDL helpdesk by sending a request at <a href="mailto:evoting@nsdl.co.in">evoting@nsdl.co.in</a> or call at 022 - 4886 7000 and 022 - 2499 7000
Individual Shareholders holding securities in demat mode with CDSL	Members facing any technical issue in login can contact CDSL helpdesk by sending a request at <a href="mailto:helpdesk.evoting@cdslindia.com">helpdesk.evoting@cdslindia.com</a> or contact at toll free no. 1800 22 55 33

**B) Login Method for e-Voting for Shareholders other than Individual Shareholders holding securities in demat mode and Shareholders holding securities in physical mode.**

**How to Log-in to NSDL e-Voting website?**

1. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: <https://www.evoting.nsdl.com/> either on a Personal Computer or on a mobile.
2. Once the home page of e-Voting system is launched, click on the icon "Login" which is available under 'Shareholder/Member' section.
3. A new screen will open. You will have to enter your User ID, your Password/OTP and a Verification Code as shown on the screen.  
*Alternatively, if you are registered for NSDL eservices i.e. IDEAS, you can log-in at <https://eservices.nsdl.com/> with your existing IDEAS login. Once you log-in to NSDL eservices after using your log-in credentials, click on e-Voting and you can proceed to Step 2 i.e. Cast your vote electronically.*
4. Your User ID details are given below :

<b>Manner of holding shares i.e. Demat (NSDL or CDSL) or Physical</b>	<b>Your User ID is:</b>
a) For Members who hold shares in demat account with NSDL.	8 Character DP ID followed by 8 Digit Client ID  For example if your DP ID is IN300*** and Client ID is 12***** then your user ID is IN300***12*****.
b) For Members who hold shares in demat account with CDSL.	16 Digit Beneficiary ID  For example if your Beneficiary ID is 12***** then your user ID is 12*****
c) For Members holding shares in Physical Form.	EVEN Number followed by FolioNumber registered with the Company  For example if folio number is 001*** and EVEN is 101456 then user ID is 101456001***

5. Password details for Shareholders other than Individual Shareholders are given below:
  - a) If you are already registered for e-Voting, then you can use your existing password to login and cast your vote.
  - b) If you are using NSDL e-Voting system for the first time, you will need to retrieve the 'initial password' which was communicated to you. Once you retrieve your 'initial password', you need to enter the 'initial password' and the system will force you to change your password.
  - c) How to retrieve your 'initial password'?
    - (i) If your email ID is registered in your demat account or with the Company, your 'initial password' is communicated to you on your email

- Id. Trace the email sent to you from NSDL from your mailbox. Open the email and open the attachment i.e. a .pdf file. Open the .pdf file. The Password to open the .pdf file is your 8 digit client Id for NSDL Account, last 8 digits of Client Id for CDSL account or folio number for shares held in physical form. The .pdf file contains your 'User ID' and your 'initial password'.
- (ii) If your email ID is not registered, please follow steps mentioned below in **process for those Shareholders whose email ids are not registered.**
6. If you are unable to retrieve or have not received the "Initial password" or have forgotten your password:
    - a) Click on "Forgot User Details/Password?" (If you are holding shares in your demat account with NSDL or CDSL) option available on [www.evoting.nsdl.com](http://www.evoting.nsdl.com).
    - b) Physical User Reset Password? (If you are holding shares in physical mode) option available on [www.evoting.nsdl.com](http://www.evoting.nsdl.com).
    - c) If you are still unable to get the password by aforesaid two options, you can send a request at [evoting@nsdl.co.in](mailto:evoting@nsdl.co.in) mentioning your demat account number/folio number, your PAN, your name and your registered address etc.
    - d) Members can also use the OTP (One Time Password) based login for casting the votes on the e-Voting system of NSDL.
  7. After entering your password, tick on Agree to "Terms and Conditions" by selecting on the check box.
  8. Now, you will have to click on "Login" button.
  9. After you click on the "Login" button, Home page of e-Voting will open.

#### **Step 2: Cast your vote electronically on NSDL e-Voting system.**

##### **How to cast your vote electronically on NSDL e-Voting system?**

1. After successful login at Step 1, you will be able to see all the Companies "EVEN" in which you are holding shares and whose voting cycle is in active status.
2. Select "EVEN" of Company for which you wish to cast your vote during the Remote e-Voting period.
3. Now you are ready for e-Voting as the Voting page opens.
4. Cast your vote by selecting appropriate options i.e. assent or dissent, verify/modify the number of shares for which you wish to cast your vote and click on "Submit" and also "Confirm" when prompted.
5. Upon confirmation, the message "Vote cast successfully" will be displayed.

##### **General Guidelines for Shareholders**

1. Institutional Shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution/ Authority letter etc. with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer by e-mail to [sksco2001@gmail.com](mailto:sksco2001@gmail.com) with a copy marked to [evoting@nsdl.co.in](mailto:evoting@nsdl.co.in). Institutional Shareholders (i.e. other than individuals, HUF, NRI etc.) can also upload their Board Resolution / Power of Attorney / Authority Letter etc. by clicking on "Upload Board Resolution / Authority Letter" displayed under "e-Voting" tab in their login.

2. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential. Login to the e-Voting website will be disabled upon five unsuccessful attempts to key in the correct password. In such an event, you will need to go through the “[Forgot User Details/Password?](#)” or “[Physical User Reset Password?](#)” option available on [www.evoting.nsdl.com](http://www.evoting.nsdl.com) to reset the password.
3. In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Shareholders and e-Voting user manual for Shareholders available at the download section of [www.evoting.nsdl.com](http://www.evoting.nsdl.com) or call on toll free no.: 1800 1020 990 and 1800 22 44 30 or send a request to Amit Vishal, Assistant Vice President, or Pallavi Mhatre, Senior Manager, National Securities Depository Ltd., at [evoting@nsdl.co.in](mailto:evoting@nsdl.co.in).

**Process for those Shareholders whose email ids are not registered with the depositories for procuring user id and password and registration of e mail ids for e-Voting for the resolutions set out in this notice:**

1. In case shares are held in physical mode please provide Folio No., Name of shareholder, scanned copy of the share certificate (front and back), PAN (self attested scanned copy of PAN card), AADHAR (self attested scanned copy of Aadhar Card) by email to [company.secretary@regencyhealthcare.in](mailto:company.secretary@regencyhealthcare.in).
2. In case shares are held in demat mode, please provide DPID-CLID (16 digit DPID + CLID or 16 digit beneficiary ID), Name, client master or copy of Consolidated Account statement, PAN (self attested scanned copy of PAN card), AADHAR (self attested scanned copy of Aadhar Card) to [company.secretary@regencyhealthcare.in](mailto:company.secretary@regencyhealthcare.in). If you are an Individual Shareholders holding securities in demat mode, you are requested to refer to the login method explained at step 1 (A) i.e. **Login method for e-Voting for Individual Shareholders holding securities in demat mode.**
3. Alternatively Shareholder/Members may send a request to [evoting@nsdl.co.in](mailto:evoting@nsdl.co.in) for procuring user id and password for e-Voting by providing above mentioned Documents.

## EXPLANATORY STATEMENT

(Statement pursuant to Section 102(1) of the Companies Act, 2013 setting out material facts concerning the item of special business to be transacted at the Extra-Ordinary General Meeting is detailed hereunder)

### **ITEM NO. 1 – ADOPTION OF RESTATED AND AMENDED ARTICLES OF ASSOCIATION OF THE COMPANY.**

To give effect to the applicable provisions of the Shareholders Agreement dated 28 September 2023 entered into by and amongst the Company, Norwest Capital, LLC (the “**Investor**”), Dr. Atul Kapoor, Dr. Rashmi Kapoor and Mr. Abhishek Kapoor, Mr. Arun Kapoor, Mrs. Soni Kapoor, Atul Kapoor HUF, Arun Kapoor HUF and Arun Akshat Kapoor HUF (“**Shareholders’ Agreement**”), the Company is required to amend the existing articles of association of the Company in its entirety to incorporate the provisions of the Shareholders’ Agreement and adopt the Amended Articles in substitution for, and to the entire exclusion, of the existing Articles of Association of the Company. Further, in accordance with the provisions of Section 5 of the Companies Act, 2013, the Company also proposes to adopt the model articles set out in Table F of Schedule 1 of the Companies Act, 2013.

This amendment to the existing Articles of Association of the Company in terms of section 14(1) of the Companies Act, 2013, subject to the other applicable provisions of the Companies Act, 2013 and the conditions contained in the memorandum of association of the Company, if any, requires the members of the Company to approve the same by special resolution and such approval is accordingly being sought.

A draft of the Amended Articles of the Company will be available for inspection at the registered office of the Company from the date of issue of this notice, till the date of this general meeting and is open for inspection at the meeting.

None of the Directors, key managerial personnel and/or their relatives, is in any way concerned with or interested, financially or otherwise, in the resolution, except to the extent of their respective shareholding in the Company.

The Board of Directors of the Company, in its meeting held on 25<sup>th</sup> October, 2023, had approved the restatement and amendment of the Articles of Association and recommended the adoption of the resolution as set out in item no. 1 of the Notice as a special resolution.

**ITEM NO-2 REMUNERATION AND PERFORMANCE BONUS TO MR. ABHISHEK KAPOOR TO THE OFFICE/ PLACE OF PROFIT OF THE COMPANY.**

The provisions of Section 188(1)(f) of the Companies Act, 2013 govern the related party's appointment to any office, place of profit in the Company, its Subsidiary Company or Associate Company.

The Nomination and Remuneration Committee and Audit Committee in its meeting dated 25<sup>th</sup> October 2023 have recommended to revise and increase the payment of the remuneration to Mr. Abhishek Kapoor, being relative of Dr. Atul Kapoor, the Managing Director and Dr. Rashmi Kapoor, the Whole Time Director, holding Office/ Place of Profit in the Company as "Executive Director Strategy and Expansion" from Rs. 5,39,000 (Rupees five lakhs thirty-nine thousand only) to Rs. 8,51,500 (Rupees eight lakhs fifty-one thousand and five hundred only) on monthly basis with effect from 1<sup>st</sup> December 2023 with an annual increment up to 5% (five percent) per annum and such other perquisites in accordance with the Company rule. The aforesaid committees have also recommended, in addition to the aforesaid revision and increase in the payment of the remuneration, to pay a performance bonus of Rs. 25,00,000 (Rupees twenty-five lakhs only) to Mr. Abhishek Kapoor. Based on the recommendations of the aforementioned committees, and the approval of the Board of Directors, in its meeting dated 25<sup>th</sup> October 2023, of the Company, the members of the Company are requested

- i. to approve the revision and increase the remuneration of Mr. Abhishek Kapoor up-to Rs. Rs. 8,51,500 (Rupees eight lakhs fifty-one thousand and five hundred only) on a monthly basis with effect from 1<sup>st</sup> December 2023 with an annual increment up to 5% (five percent) per annum; and
- ii. to approve the payment of the performance bonus of Rs. 25,00,000 (Rupees twenty-five lakhs only) to Mr. Abhishek Kapoor.

None of the Directors or Key Managerial Personnel of the Company or their respective relatives, except Dr. Atul Kapoor and Dr. Rashmi Kapoor, are in any way concerned or interested, financially or otherwise in the said resolution.

The consent of the members is, therefore, being sought for passing the aforesaid resolution of the notice as an Ordinary Resolution.

**ITEM NO-3 REMUNERATION AND PERFORMANCE BONUS TO DR. ATUL KAPOOR, THE MANAGING DIRECTOR OF THE COMPANY.**

Dr. Atul Kapoor was re-appointed as the Managing Director of the Company for a period of three years w.e.f. 1 April 2023 on the terms and conditions including remuneration approved by the shareholders of the Company in its meeting held on 21<sup>st</sup> March 2023.

The Nomination and Remuneration Committee and Audit Committee in its meeting dated 25<sup>th</sup> October 2023 have recommended to revise and increase the payment of the remuneration to Dr. Atul Kapoor, the Managing Director of the Company from Rs. 10,12,500 (Rupees ten lakhs twelve thousand and five hundred only) to Rs. 13,25,000 (Rupees thirteen lakhs twenty-five thousand only) on monthly basis

with effect from 1<sup>st</sup> December 2023 with an annual increment up to 5% (five percent) per annum and such other perquisites in accordance with the Company rule. The aforesaid committees have also recommended, in addition to the aforesaid revision and increase in the payment of the remuneration, to pay a performance bonus of Rs. 25,00,000 (Rupees twenty-five lakhs only) to Dr. Atul Kapoor. Based on the recommendations of the aforementioned committees, and the approval of the Board of Directors, in its meeting dated 25<sup>th</sup> October 2023, of the Company, the members of the Company are requested

- i. to approve the revision and increase the remuneration of Dr. Atul Kapoor up to Rs. 13,25,000 (Rupees thirteen lakhs twenty-five thousand only) on a monthly basis with effect from 1<sup>st</sup> December 2023 with an annual increment up to 5% (five percent) per annum and such other perquisites in accordance with the Company rule And
- ii. to approve the payment of the performance bonus of Rs. 25,00,000 (Rupees twenty-five lakhs only) to Dr. Atul Kapoor.

None of the Directors or Key Managerial Personnel of the Company or their respective relatives, except Dr. Atul Kapoor and Dr. Rashmi Kapoor, are in any way concerned or interested, financially or otherwise in the said resolution.

The consent of the members is, therefore, being sought for passing the aforesaid resolution of the notice as an Ordinary Resolution.

#### **FOR REGENCY HOSPITAL LIMITED**

**Sd/-**

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<b>Name:</b>	<b>Yogi Srivastava</b>
<b>Designation:</b>	<b>Company Secretary &amp; Compliance Officer</b>
<b>Place:</b>	<b>Kanpur</b>
<b>Date of signing :</b>	<b>25<sup>th</sup> October 2023</b>



**PROXY FORM (Form No: MGT-11)**

*[Pursuant to Section 105(6) of the Companies Act, 2013 and rule 19(3) of the Companies (Management and Administration) Rules, 2014]*

**REGENCY HOSPITAL LIMITED**

**CIN:** U85110UP1987PLC008792

**Registered Office:** A-2 Sarvodaya Nagar, Kanpur- 208005, Uttar Pradesh

**Tel:**+91-0512-350-2480; **Email:**[company.secretary@regencyhealthcare.in](mailto:company.secretary@regencyhealthcare.in)

**Website:** [www.regencyhealthcare.in](http://www.regencyhealthcare.in)

**Extra Ordinary General Meeting – 16<sup>th</sup> November 2023**

Name of the Member(s)	
Registered address	
Registered E-mail address	
Folio No/ Client Id	
DP ID	

I/We, being the member(s) of .....shares of the above named company, hereby appoint

Name: .....Email: .....

Address:.....

.....Signature: \_\_\_\_\_

*or failing him/her*

Name: .....Email: .....

Address:.....

.....Signature: \_\_\_\_\_

*or failing him/her*

Name: .....Email: .....

Address: .....

.....Signature: \_\_\_\_\_



as my/ our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the Extra Ordinary General Meeting of the Company, to be held on Thursday, the 16<sup>th</sup> day of November, 2023 at 11:30 A.M. (IST) at the Registered Office of the Company at A-2 Sarvodaya Nagar, Kanpur-208005 Uttar Pradesh and at any adjournment thereof in respect of such resolutions as are indicated below:

Resolution number	Resolution	Vote (optional see Note 2) (Please mention no. of shares)		
		For	Against	Abstain
Special business				
1.	Adoption of Restated and Amended Article of Association of the Company			
2.	Remuneration and Performance Bonus to Mr. Abhishek Kapoor to the Office/ Place of Profit of the Company.			
3.	Remuneration and Performance Bonus to Dr. Atul Kapoor, the Managing Director of the Company.			

Signed this .....day of .....2023.

Affix Revenue  
Stamp of not  
Less Than  
Rs. 1

.....  
Signature of the member

.....  
Signature of the proxy holder(s)

**Notes:**

1. The form in order to be effective, should be duly stamped, completed, signed and deposited at the registered office of the Company, not less than 48 hours before the Extra Ordinary General Meeting (on or before 2.00. p.m. IST on 15 November 2023).
2. It is optional to indicate your preference. Please put a tick mark in the appropriate column against the resolutions indicated in the box. If you leave the "For" or "Against" column blank against any or all resolutions, your Proxy will be entitled to vote in the manner as he/she may deem appropriate.



## Attendance Slip

**REGENCY HOSPITAL LIMITED**

**CIN:** U85110UP1987PLC008792

**Registered Office:** A-2 Sarvodaya Nagar, Kanpur- 208005, Uttar Pradesh

**Tel:**+91-0512- 350-2480; **Email:**[company.secretary@regencyhealthcare.in](mailto:company.secretary@regencyhealthcare.in)

**Website:** [www.regencyhealthcare.in](http://www.regencyhealthcare.in)

### Extra Ordinary General Meeting – 16<sup>th</sup> November 2023

Registered Folio No./ DP ID no. / Client Id no.:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

No. of shares held

--	--	--	--	--	--	--	--	--

I certify that I am a member/proxy/ authorized representative for the member of the Company.

I hereby record my presence at the Extra Ordinary General Meeting of the Company, to be held on Thursday, the 16<sup>th</sup> day of November 2023 at 11:30 A.M. (IST) at the Registered Office of the Company at A-2 Sarvodaya Nagar Kanpur-208005, Uttar Pradesh.

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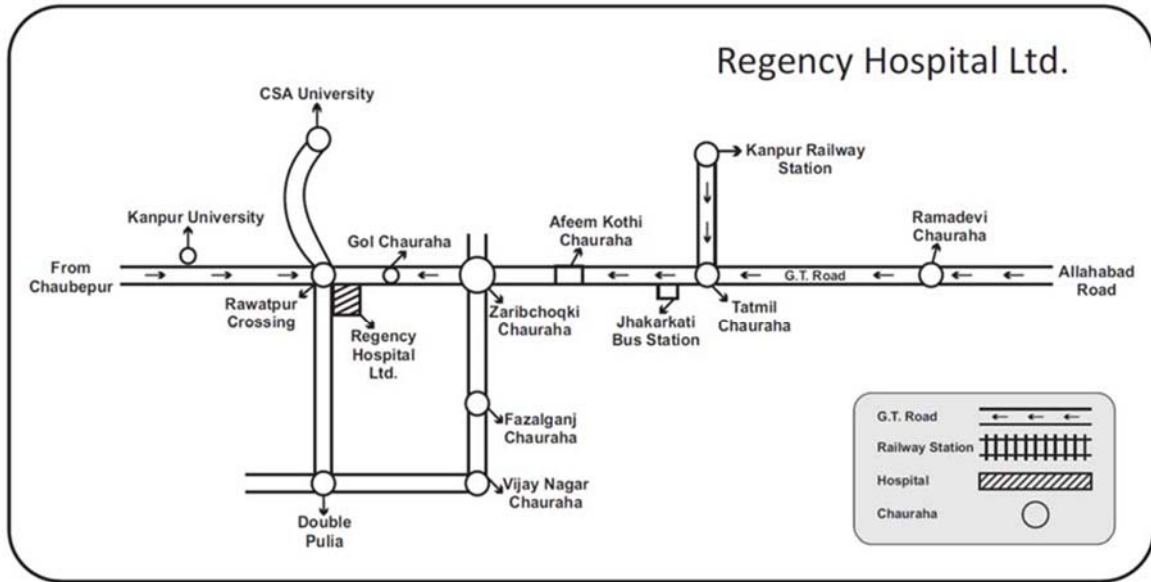
.....

Name of the member/ proxy  
(In BLOCK letters)

Signature of the member/ proxy

Note: Please fill this attendance slip and hand it over at the entrance of the meeting hall.  
Members are requested to bring their copies of the Notice to the EGM.

## Route Map of the Venue



THE COMPANIES ACT, 2013  
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION  
OF  
REGENCY HOSPITAL LIMITED  
(Incorporated under Companies Act, 1956)

1. The Regulations contained in Table F in Schedule I to the Companies Act, 2013, as in force, shall apply to the Company and constitute its regulations, except in so far as they are hereinafter expressly or impliedly excluded or modified or varied.
- 1A. Overriding Effect:** In these presents, the provisions of Part B of these Articles of Association ("**Articles**") shall have effect notwithstanding anything contained in the provisions of Part A. In case of any inconsistency or conflict between the provisions of Part A and Part B, the provisions of Part B shall, notwithstanding anything, override and prevail over the provisions contained in Part A
2. The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.

**PART A**

3. 'The Act' means the (Indian) Companies Act, 1956 as amended, modified or re-enacted by the (Indian) Companies Act, 2013 and any other enactments from time to time including any rules or regulations framed thereunder. The capitalized terms used but not defined in Part A of these Articles shall have the meanings assigned to such terms in Part B of these Articles. Unless the context otherwise requires words or expressions contained in these regulations 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**

4. 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.

5. (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 such fee as may be fixed by the Board for each certificate after the first.

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

Provided that in case the company has a common seal it shall be affixed in the presence of the persons required to sign the certificate..

(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.

6. (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 Article 6(i) shall mutatis mutandis apply to debentures of the company.

7. Except as required by law, no person shall be recognized 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.

8. (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.

(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.

(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

9. (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 section 48, 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.
10. 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.
11. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

#### **Lien**

12. (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.

13. 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.

14. (i) To give effect to any such sale, the Board may authorize 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.

15. (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.

### **Calls on Shares**

16. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (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:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

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

17. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.

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

19. (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 per cent 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.

20. (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.

21. 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**

- 22.** (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.
- 23.** The Board may, subject to the right of appeal conferred by section 58 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.
- 24.** The Board may decline to recognize any instrument of transfer unless—
- (a) The instrument of transfer is in the form as prescribed in rules made under sub- section (1) of section 56;
  - (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.
- 25.** On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

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

### **Transmission of Shares**

- 26.** (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.
- 27.** (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.
28. (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) All the limitations, restrictions and provisions of these regulations 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.
29. 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.

### **Forfeiture of Shares**

30. If a member fails to pay any call, or installment 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 installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
31. 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.
32. 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.
33. (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.

- 34.** (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.
- 35.** (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.
- 36.** The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

### **Alteration of Capital**

- 37.** 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.
- 38.** Subject to the provisions of section 61, the company may, by ordinary resolution,—  
(a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;  
(b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;  
(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;  
(d) 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.
- 39.** 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.

**40.** The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law,—

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

#### **Further Issue of Shares**

**41.** Subject to the provisions of the Act and these Articles the Shares in the Capital of the Company for the time being (including any Shares forming part of any increased Capital of the Company ) shall be under the control of the 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 (subject to compliance with the provisions of the Act) and at such times as they may from time to time think fit and proper.

#### **Dematerialization of Securities**

**42.** Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its securities and to offer securities in a dematerialization form pursuant to the provisions of the Depositories Act, 1996 or otherwise.

**43.** Every member shall have option to receive the security certificates or to hold the securities with a Depository. If the person opts to hold his security with a Depository, the Company shall intimate such depository the details of allotment of security, and on receipt of such information, the Depository shall enter in its record the name of the allottee as the beneficial owner of the security.

#### **Right of Depositories and Beneficial Owners**

**44.** Notwithstanding anything to the contrary contained in these Articles, a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of security on behalf of the beneficial owner. However, save as otherwise provided above, the depository as the registered owner of securities, shall not have other membership rights in respect of the security held by it.

45. Every person holding securities of the Company and whose name is entered as the beneficial owner in the register maintained by a depository, shall be deemed to be a member of the Company. The beneficial owner of the securities shall alone be entitled to all the rights and benefits and be subject to all the liabilities in respect of the securities held in the depository mode of which he is beneficial owner.
46. Notwithstanding anything in these Articles to the contrary, where securities are held in a depository mode, the records of the beneficial owner may be served by a depository on the Company by means of electronic mode.

### **Capitalization of Profits**

47. (i) The company in general meeting may, upon the recommendation of the Board, resolve—
- (a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
  - (b) that such sum be accordingly set free for distribution in the manner specified in clause (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);
  - (D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
  - (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
48. (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 capitalized 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 authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalization, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, 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**

49. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision 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**

50. All general meetings other than annual general meeting shall be called extraordinary general meeting.

51. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(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.

### **Proceedings at General Meetings**

52. (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 section 103.

53. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

54. If there is no such Chairperson, or if he is not present within five minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

- 55.** If at any meeting no director is willing to act as Chairperson or if no director is present within five minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.
- 56.** On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.

### **Minutes of General Meetings**

- 57.** (i) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.
- (ii) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting -
- (a) is, or could reasonably be regarded, as defamatory of any person; or
- (b) is irrelevant or immaterial to the proceedings; or
- (c) is detrimental to the interests of the Company
- (iii) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non- inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.
- (iv) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.

### **Adjournment of Meeting**

- 58.** (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 section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

### **Voting Rights**

- 59.** 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.
- 60.** A member may exercise his vote at a meeting by electronic means in accordance with section 108 and the rules made thereunder and shall vote only once.
- 61.** (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.
- 62.** 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.

63. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
64. 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.
65. (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.

#### **Proxy**

66. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized 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.
67. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
68. 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**

69. Unless otherwise determined by the Company in General Meeting, the number of the Directors of the Company shall not be less than three or more than fifteen.
70. The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company.
71. As on the date of adoption of these articles, the persons named hereinafter are the Directors:
- i. Dr. Atul Kapoor, Managing Director



- ii. Dr. Rashmi Kapoor, Whole-time Director
- iii. Mr. Anil Kumar Khemka, Director
- iv. Mr. Rajiv Kumar Bakshi, Director
- v. Mr. Subhash Chand Ahuja, Director

- 72.** (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.
- (iii) Subject to the provisions of the Act, a Director, who is neither in the whole time employment nor a Managing Director may be paid remuneration either:-
- (a) By way of monthly, quarterly or annual payment with the approval of the Central Government; or
  - (b) By way of commission, if the Company by a special resolution authorized such payment.
  - (c) The fee payable to a Director (excluding Managing Director or Whole-Time Director, if any) for attending a meeting of the Board or Committee thereof, shall be decided by the Board by way of resolution subject to the limit as prescribed by the Act for the time being in force.
- 73.** 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.
- 74.** The company may exercise the powers conferred on it by section 88 of the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
- 75.** Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
- 76.** (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

(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.

- 77.** (i) The Board of Director of a Company 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.  
(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) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may be filled by the Board of Directors at a meeting of the Board.
- 78.** At every Annual General Meeting of the Company, one third of the Directors, excluding Independent Directors and Managing Director, for the time being as are liable to retire by rotation or if their number is not three or a multiple thereof the number nearest to one- third shall retire from office (excluding independent Director).

### **Proceedings of the Board**

- 79.** (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.  
(ii) The Chairman / Managing Director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
- 80.** The quorum for a Board meeting shall be as provided in the Act.
- 81.** (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.
- 82.** 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.
- 83.** (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 fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their numbers to be Chairperson of the meeting.
- 84.** (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.

85. (i) A committee may elect a Chairperson of its meetings.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

86. (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.

87. 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.

88. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

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

89. 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.

90. 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**

91. (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 that director 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**

- 92.** The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
- 93.** Subject to the provisions of section 123, 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.
- 94.** (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, thinks 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.
- 95.** (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.
- 96.** 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.
- 97.** (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid in any electronic mode or by cheque or warrant sent through the post directly 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.
- 98.** 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.

**99.** 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.

**100.** No dividend shall bear interest against the company.

**101.** A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer by the Company.

### **Accounts**

**102.** (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.

### **General Power**

**103.** General power 118. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

### **Winding up**

**104.** 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**

- 105.** Every director and 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.

### **Secrecy Clauses**

- 106.** a) Every Director, Manager, Auditor, Treasurer, Trustee, member of a committee, officer, servant, agent, accountant, or other person employed in the business of the Company shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matter relating thereto ("**Information**"), and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in discharge of his duties except when required so to do by the Directors or by law or by the persons to whom such matters are related and except so far as may be necessary in order to comply with any of the provisions in these presents contained. Provided that, nothing herein shall prevent the Investor Director(s) (as defined in Part B of these Articles) from disclosing any Information with the Investor, subject to the restrictions as set out in Clause 12.6 of the Agreement (as defined in Part B of these Articles).

b) No member shall be entitled to visit and inspect any works of the Company, without the permission of the Directors or to require discovery of or any information respecting any details of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process or any other matter, which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it would be inexpedient in the interest of the Company to disclose.

**Part B**  
**(Amending Articles)<sup>1</sup>**

**PART B**

Subject to the requirements of the Applicable Law, in the event of conflict between the provisions of Part-A of these Articles ("**Part A**") and the provisions of Part-B of these Articles ("**Part B**"), the provisions of Part B of the Articles shall prevail and apply. Notwithstanding the provisions of Part A of the Articles, the Company and the Shareholders shall not have any rights or shall not be bound by, or be subject to, any duties, obligations or covenants under Part A of the Articles, where such provisions conflict, in any manner, with Part B of these Articles. The plain meaning of Part B of the Articles shall always be given effect to, and no rules of harmonious construction shall be applied to resolve conflicts between: (i) Part A of the Articles (on one hand); and (ii) Part B of the Articles (on the other hand). For any clarification, reference shall be made to the Agreement (as defined below), and for this purpose, the Agreement shall be deemed to be part of these Articles, as if incorporated herein.

Any reference to 'these Articles' in Part B of these Articles shall, unless repugnant to the context or meaning thereof, mean the provisions set out in Part B of the Articles.

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. **Definitions.** Unless otherwise stated, the terms and expressions as used in these Articles, when used with the first letter capitalized as set out in this Article 1 of these Articles shall, unless the context otherwise requires, have the meanings assigned to them in the said Article. All capitalized terms not defined in the said Article shall have the meaning assigned to them in the other parts of these Articles when defined for use in bold letters enclosed within quotes ("").

**"Acceptance"** shall have the meaning ascribed to it under Article 4.2.2 of these Articles.

**"Acceptance Period"** shall have the meaning ascribed to it under Article 4.2.2 of these Articles.

**"Acquirer"** shall have the meaning ascribed to it under Article 7.2 of these Articles.

**Act**" means the Companies Act, 2013, as amended from time to time, and shall include any statutory replacement or re-enactment thereof.

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<sup>1</sup> The articles of association (Part B) have been restated and amended vide special resolution passed by the members of the Company at the extra-ordinary general meeting held on [●].

**"Affiliate"**, with respect to: (a) a corporation, partnership, association, trust, or any other entity (in each case, a **"Person"**), means any Person who, directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with such Person, including, without limitation any general partner, officer or director of such Person and any venture capital fund now or hereafter existing which is Controlled by or under common Control with one or more general partners or shares the same management company with such Person, and (b) an individual, means any Person who either directly or indirectly, through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the individual, a Relative of such individual and a Person who is Controlled by or under common Control with a Relative of such individual, provided that the Investor shall not be considered as an Affiliate of the Company and vice-versa.

Without limiting the generality of the foregoing, Affiliate in relation to the Investor includes: (a) any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle, in which the Investor is a general or limited partner, significant shareholder, investment manager or advisor, settlor, member of a management or investment committee or trustee; (b) parent, shareholder, general partner or limited partner of the Investor; and (c) any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle in which any general partner of the Investor is a general partner, significant shareholder, investment manager or advisor, settlor, member of a management or investment committee or trustee, or that shares the same investment manager and/or the same investment advisor. However, the term 'Affiliate', with respect to the Investor shall at all points of time exclude any portfolio company(ies) in which the Investor and/or its Affiliates have invested.

**"Agreement"** means the shareholders' agreement dated September 28, 2023, executed by and amongst the Company, Investor, Key Promoters and Other Promoters, as amended from time to time in accordance with the provisions hereof, and shall include all the schedules, annexures and exhibits to the Agreement.

**"Anti-Money Laundering Law"** means all Applicable Law relating to prevention of money laundering and all applicable anti-money laundering statutes of all jurisdictions, including, without limitation, all Indian and U.S. anti-money laundering laws, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency.

**"Alternate Director(s)"** shall have the meaning ascribed to it under Article 3.5.1 of these Articles.

**"Applicable Law"** includes all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions,



directives and orders, requirement or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, of any government, statutory authority, tribunal, board, court having jurisdiction over the matter in question, whether in effect as of the execution date of the Agreement or thereafter, or any recognized stock exchange(s) on which the Shares may be listed.

**"As If Converted Basis"** means a calculation assuming that all Dilution Instruments existing at the time of determination have been exercised or converted into Shares, excluding any options issued or reserved for issuance under any stock option plan or scheme by whatever name called of the Company.

**"Assets"** shall mean assets or properties of every kind, nature, character and description (whether immovable, movable, tangible, intangible, absolute, accrued, fixed or otherwise), including cash, cash equivalents, receivables, real estate, plant and machinery, equipment, Proprietary Rights, raw materials, inventory, furniture, fixtures and insurance.

**"Big 6 Firm"** means KPMG, PricewaterhouseCoopers, Ernst & Young, Deloitte Touche Tohmatsu, Grant Thornton International, BDO International Limited and/or their affiliates eligible to practice in India, as per Applicable Law.

**"Board"** means the board of Directors of the Company, as constituted from time to time.

**"Business"** means the business of establishing, operating and maintaining hospitals, nursing homes, dispensaries, clinics and other similar health care centers and facilities, being the business as is currently undertaken by the Company.

**"Business Plan"** means the annual business plans, annual budgets and targets in relation to the Company commencing from April 1, 2023, acceptable to the Investor.

**"Business Day"** means any day other than Saturday, Sunday or any day on which banks in New Delhi and Kanpur, India and California, United States of America are generally closed for regular banking business.

**"Cause"** means, in relation to a Key Promoter, the occurrence of any of the following events:

- (i) such Key Promoter being charge-sheeted for any criminal offence or offence involving moral turpitude. "Charge-sheeted" for these purposes, means the framing of charges by a court of competent jurisdiction;
- (ii) establishment of disciplinary action by any Governmental Authority against such

Key Promoter which has, or shall have a detrimental/adverse impact on such Key Promoter's ability to undertake his/her obligations under the Agreement and/or his/her employment agreement with the Company, in material respects;

- (iii) any act of gross negligence, wilful misconduct, embezzlement of funds, siphoning of funds or fraud in relation to the Business of the Company, in each case, as set out in the report prepared by the Third Party Expert;
- (iv) initiation of any voluntary or involuntary insolvency or bankruptcy proceedings against such Key Promoter, or such Key Promoter making any composition or entering into any deed of arrangement with his / her creditors;
- (v) occurrence of an Event of Default on account of such Key Promoter;
- (vi) voluntary resignation by such Key Promoter for any reason, without consent of the Investor; and/or
- (vii) material breach of the terms of the employment agreement by such Key Promoter, or breach of material policies of the Company by such Key Promoter or breach of Articles by such Key Promoter, where such breach (if capable of being cured) is not cured within 30 (thirty) days.

**"Claim"** means a notice, intimation, communication, demand, legal action, legal proceeding, suit, litigation, prosecution, mediation, arbitration, enquiry or assessment, judicial pronouncements, orders and/or decrees relating to temporary and permanent injunctions, contempt of court proceedings, however arising and whether present, unascertained, immediate, future or contingent.

**"Closing"** means the occurrence of, the earlier of: (a) closing of the allotment of the Subscription Shares to the Investor by the Company in the manner and on terms of the Subscription Agreement; or (b) closing of the purchase of the Sale Shares by the Investor from the Sellers (as defined under the relevant SPAs) in the manner and on terms of the SPAs.

**"Closing Date"** means the date on which Closing occurs.

**"CoC"** means: (a) any change in the ownership of more than 50% (fifty percent) of the voting interest in the Company through one or more related transactions; and/or (b) the Key Promoters cease to be, collectively, the largest Shareholder (other than the Investor), pursuant to sale of Shares held by them (and not due to any further issuance of Dilution Instruments by the Company).

**"Company"** shall mean Regency Hospital Limited, a company incorporated under the

provisions of Companies Act, 1956, having Permanent Account Number: AAACR6583J and having its registered office at A-2, Sarvodaya Nagar, Kanpur – 208005, Uttar Pradesh, India.

**“Competitor”** means the following: (i) Apollo Hospitals Enterprise Limited; (ii) Fortis Healthcare Limited; (iii) Narayana Hospitals Private Limited; (iv) Max Healthcare Institute Limited; (v) Global Health Limited; (vi) Paras Healthcare Private Limited; (vii) KIMS Hospitals Private Limited; (viii) Shalby Limited; (ix) GPT Healthcare Limited; (x) Yatharth Hospital & Trauma Care Services Limited; (xi) Jupiter Life Line Hospitals Limited; (xii) Artemis Medicare Services Limited; (xiii) Aster DM Healthcare Limited; (xiv) Medica Hospitals Private Limited; (xv) Asian Institute of Medical Sciences Private Limited; (xvi) Manipal Hospitals Private Limited; (xvii) HCG Oncology Hospitals LLP; (xviii) Ivy Healthcare Infrastructure Private Limited; (xix) Sheares India Healthcare Management Private Limited; (xx) Sterling Hospitals Limited; (xxi) Sahyadri Hospitals Private Limited; (xxii) Care Hospitals Private Limited; (xxiii) KIMS Health Care Management Limited; and (xxiv) Marengo Asia Healthcare Private Limited, and for each, shall include their respective Affiliates (which term (for the purposes of this definition), shall at all times exclude Persons engaged in the business of making financial investments). The aforementioned list of entities may be revised/updated within 30 (thirty) days of each anniversary of the Closing Date, subject to mutual agreement (in writing) between the Company, the Key Promoters and the Investor.

**“Consent for Renouncement Right”** shall have the meaning ascribed to it under Article 4.1 of these Articles.

**“Consequences of Event of Default”** shall have the meaning ascribed to it under Article 10.2 of these Articles.

**“Control”** (including, with its correlative meanings, the terms “Controlled by” or “under common Control with”) means: (a) the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than half of the Directors, partners or other individuals exercising similar authority with respect to a Person; or (b) the possession, directly or indirectly, of a voting interest in excess of 50% (fifty percent) in a Person.

**“Converted CCPS”** shall have the meaning ascribed to it under Article 7.1.1 of these Articles.

**“Cure Period”** shall have the meaning ascribed to it under Article 10.1 of these Articles.

**“Converted Equity Shares”** means such Equity Shares issued to the holders of Subscription Shares upon conversion of some or all of the Subscription Shares.

**"Deed of Adherence"** shall mean the deed of adherence, incorporating the applicable principles set out in **SCHEDULE 2** of the Agreement.

**"Dilution Instruments"** includes any Shares, securities, rights, options, warrants or arrangement (whether oral or in writing) which are convertible into or entitle the holder to acquire or receive any Shares of the Company, or any rights to purchase or subscribe to Shares or securities by their terms convertible into or exchangeable for Shares; excluding any arrangement (whether oral or in writing) binding the Company pursuant to which a bank or a financial institution is entitled to convert any amount due to it into Shares upon default by the Company, and assuming that such default has not occurred as of the relevant date.

**"Dilutive Issuance"** shall have the meaning ascribed to it under Schedule 4 of these Articles.

**"Director"** means a director of the Company from time to time.

**"Drag Along Right"** shall have the meaning ascribed to it under Article 7.4.2 of these Articles.

**"Drag Along Shares"** shall have the meaning ascribed to it under Article 7.4.2 of these Articles.

**"Drag Event"** shall have the meaning ascribed to it under Article 7.4.1 of these Articles.

**"Drag Sale"** shall have the meaning ascribed to it under Article 7.4.2 of these Articles.

**"Drag Sale Notice"** shall have the meaning ascribed to it under Article 7.4.4 of these Articles.

**"Dragged Shareholders"** shall have the meaning ascribed to it under Article 7.4.2 of these Articles.

**"Economic Sanctions Law"** means all Applicable Law relating to sanctions, including any economic or financial sanctions administered by Office of Foreign Assets Control of the Department of the Treasury of the United States of America ("**OFAC**"), the U.S. State Department, the United Nations, the European Union, the United Kingdom or any member state thereof, or any other national economic sanctions authority.

**"Employment Agreement"** means the agreement to be entered by the Key Promoters with the Company in respect of the terms and conditions of their employment with the Company.

**"Encumbrance"/ "Encumber"** means any form of legal or equitable security interest, including but not limited to any mortgage, assignment of receivables, debenture, lien, charge (whether fixed or floating), pledge, title retention, right to acquire, lease, sub-lease, license, voting agreement, security interest, hypothecation, option, right of first refusal, restrictions or limitation, purchase agreement, any preference arrangement (including title transfers and retention arrangements or otherwise), and any other encumbrance or similar condition whatsoever or an agreement to do any of the foregoing or any other arrangements having similar effect.

**"EoD Notice"** shall have the meaning ascribed to it under Article 10.1 of these Articles.

**"Equity Shares"** means ordinary equity Shares with voting rights of face value of INR 10 (Indian Rupees Ten only) each in the capital of the Company.

**"Event of Default"** shall mean any or all of the following events:

- (i) occurrence of any event which constitutes "Cause";
- (ii) conduct of the affairs of the Company in a fraudulent manner, as set out in the report prepared by the Third Party Expert.

It is clarified that, if a fraud is committed by an employee, officer and/or any other person not attributable to act(s) of any of the Key Promoters and/or Key Promoter Directors, and none of the Key Promoters and/or the Key Promoter Directors have had a Participative Role (defined below) in such fraud, then such fraud shall not be treated as an Event of Default for the purposes of these Articles.

For the purposes of this definition, in the event any Key Promoter and/or Key Promoter Director: (a) aides, abets and/or participates in the actions resulting in or contributing to such fraud; (b) condones and/or encourages the actions resulting in or contributing to such fraud, and/or (c) upon coming to know of such actions resulting in or contributing to such fraud, fails to report such action to the Board, then such Key Promoter and/or Key Promoter Director shall be deemed to have had a **"Participative Role"** in such fraud.

- (iii) the Company ceasing to carry on the Business;
- (iv) establishment of disciplinary action by any Governmental Authority against the Company, which has, or shall have a detrimental/adverse impact in material respects on the Company;

- (v) initiation of a voluntary or admission of an involuntary insolvency or bankruptcy proceedings by or against the Company (as the case may be) by a court of competent jurisdiction and where such admission is not vacated within 30 (thirty) days of such admission or the Company has entered into any deed of arrangement with its creditors;
- (vi) breach of Article 2 (Information and Inspection Rights), and/or Article 3 (Board, Management and Related Matters), and/or Article 4 (Further Issue of Shares and Pre-emptive Right), and/or Article 5 (Restrictions on Transfer of Shares), and/or Article 6 (Right of First Refusal and Tag Along Right), and/or Article 7 (Exit), and/or Article 8 (Terms of Issuance and Anti-Dilution), and/or Article 9 (Liquidation Preference), and/or Article 11.2 (Investor not "promoter"), and/or Article 11.4 (Non-Compete), and/or Article 11.5 (Non-Solicitation), and/or Article 11.6 (Rights and Obligations in Group Companies), and/or Article 11.7 (Foreign Corrupt Practices), and/or Article 11.8 (Passive Foreign Investment Company), and/or Article 11.9 (Controlled Foreign Corporation), and/or Article 11.12.1, and/or Article 12.3 (Superior Rights), in each case, by any of the Key Promoters and/or the Company.

**"Exempted Exercise"** shall have the meaning ascribed to it under Article 7.6 of these Articles.

**"Exempted Issuance"** shall mean Dilution Instruments issued / offered by the Company pursuant to (a) a Public Offer; (b) any ESOP plan of the Company; (c) conversion of convertible instruments in accordance with the terms of these Articles; (d) Shares issued in connection with any share consolidation, stock split, stock, dividend, bonus or other distribution on Shares (in respect of which appropriate adjustment is made to the number of Shares issuable upon conversion of the Dilution Instruments); and (e) Shares issued to give effect to the provisions of **SCHEDULE 3** of these Articles.

**"Exit Right"** shall mean an individual reference to any or all of the Investor's rights as set out in Article 7 and **"Exit Rights"** shall mean a collective reference to the same.

**"Exit Date"** means 5 (five) years from the Closing Date, as maybe mutually extended by the Key Promoters and the Investor.

**"Extended Exit Date"** means 12 (twelve) months from the date of expiry of the Exit Date.

**"Family Trust"** shall have the meaning ascribed to it under Article 5.2.1 of these Articles.

**"Financial Year"** means the year commencing on the first day of April and ending on the last day of March of the next calendar year.

**"Foreign Exchange Laws"** shall have the meaning as ascribed to such term under the Subscription Agreement.

**"Fully Diluted Basis"** means a calculation assuming that all Dilution Instruments existing at the time of determination have been exercised or converted into Shares.

**"Governmental Authority"** means any government, any state or other political subdivision thereof, and includes any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any other government authority, agency, department, Reserve Bank of India, board, commission or instrumentality of India and/or any jurisdiction in which the Company conducts business, or any political subdivision thereof, and any court, tribunal or arbitrator(s) of competent jurisdiction, and, any governmental or non-governmental self-regulatory organisation, agency or authority.

**"Group Company(ies)"** means, collectively, the Subsidiaries and the JV Companies.

**"Improper Payment Laws"** means the U.K. Bribery Act, 2010, the United States Foreign Corrupt Practices Act of 1977, Indian Prevention of Corruption Act, 1988, and all other Applicable Law regarding illegal payments, bribery, corruption and gratuities.

**"Independent Directors"** shall have the meaning ascribed to it under Article 3.2.3 of these Articles.

**"Indian AS"** shall mean Indian Accounting Standards that are applicable in India, consistently applied throughout the specified period and in the comparable period in the immediately preceding Financial Year.

**"Hindu Undivided Family"** shall have the meaning ascribed to it under Article 5.2.1 of these Articles.

**"Immediate Relative"** means with respect to the relevant person, their spouse and/ or children.

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

**"Investor"** means Norwest Capital, LLC (Permanent Account Number: AAGAN6464N), a limited liability company formed and existing under the Laws of the State of Delaware, having its registered office at 525 University Ave, Suite 800; Palo Alto, CA 94301.

**"Investor Director(s)"** shall have the meaning ascribed to it under Article 3.2.1 of these

Articles.

**"Investor Securities"** means (i) the Subscription Shares; and (ii) the Sale Shares.

**"Indebtedness"** of any Person means all indebtedness including: (a) all obligations of such Person for borrowed money or with respect to advances of any kind; and (b) all indemnity, guarantees and sureties by such Person whether in connection with such borrowing or advances or otherwise.

**"Investor Protection Matters"** means matters set forth in **SCHEDULE 2** of these Articles.

**"JV Companies"** means any joint venture entity of the Company, formed prior to or after the date of the Agreement, including without limitation Regency Nephrocare Private Limited.

**"Key Managerial Personnel"** shall mean persons whose remuneration (including bonus) is in excess of INR 5,000,000 (Indian Rupees Five Million only) per annum.

**"Key Promoter Director(s)"** shall have the meaning ascribed to it under Article 3.2.2 of these Articles.

**"Key Promoters"** means the person whose names are set out in **Part A of Schedule 1** of these Articles, which expression shall, unless repugnant to the context or meaning hereof, be deemed to include their heirs, successors, administrators and permitted assigns.

**"KP Family Trust(s)"** shall have the meaning ascribed to it under Article 5.2.1 of these Articles.

**"Liquidation Event"** means and includes (a) liquidation, dissolution, bankruptcy, or winding up (whether voluntary or involuntary) of the Company, (b) merger, demerger, CoC, or other transaction or series of transactions in which the Company's Shareholders as on the date of investment will not, (i) retain a majority of the voting power of the surviving entity, or (ii) control the board of Directors of the surviving entity, (c) a sale, lease, license or other Transfer of all or substantially all the Company's Assets, and (d) Drag Sale.

**"Liquidity Shares"** shall have the meaning ascribed to it under Article 5.2.1 of these Articles.

**"Material Agreement"** shall have the meaning ascribed to it under Schedule 2 of these Articles.



**"Memorandum"** or **"MOA"** means the memorandum of association of the Company.

**"New Buyer"** shall have the meaning ascribed to it under Article 7.4.2 of these Articles.

**"Notice"** means a notice in writing and the terms **"Notify"** or **"Notification"** shall be construed accordingly.

**"Observer"** shall have the meaning ascribed to it under Article 3.4 of these Articles.

**"Offer Notice"** shall have the meaning ascribed to it under Article 4.2.1 of these Articles.

**"OP Family Trust(s)"** shall have the meaning ascribed to it under Article 5.2.1 of these Articles.

**"Ordinary Course of Business"** shall mean an action, event or circumstance that is recurring in nature and is taken in the ordinary course of the Person's normal day-to-day operations, and consistent (in nature and magnitude) with past practices and existing policies (including those in relation to debtors and creditors).

**"Other Promoters"** means the person whose names are set out in **Part B of Schedule 1** of these Articles, which expression shall, unless repugnant to the context or meaning hereof, be deemed to include their heirs, successors, administrators and permitted assigns.

**"Permitted Transferee"** shall mean have the meaning ascribed to it under Article 5.2.1 (i) of these Articles.

**"Person"** means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, hindu undivided family, trust, union, association, society, co-operative society, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law.

**"Preference Amount"** shall have the meaning ascribed to it under Article 9.1.1 of these Articles.

**"Preference Shares"** shall mean Subscription Shares and such other preference shares which the Company may issue from time to time.

**"Pre-emptive Right Holders"** shall have the meaning ascribed to it under Article 4.2.1 of these Articles.

**"Promoter Group"** means, collectively, the Key Promoters and the Other Promoters.

**"Pro Rata Share"** means that portion of the Dilution Instruments that equals the ratio that (a) the number of Dilution Instruments owned by the relevant Shareholder (measured on an As If Converted Basis) bears to (b) the total number of Equity Shares then outstanding (measured on an As If Converted Basis), while excluding from such calculations, the Dilution Instruments to be issued by the Company at the time of making such calculation.

**"Proposal"** shall have the meaning ascribed to it under Article 6.2.1 of these Articles.

**"Proprietary Rights"** means and includes collectively or individually, the following worldwide rights relating to intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (a) patents, patent applications, patent disclosures, patent rights, including any and all continuations, continuations-in-part, divisions, re-issues, re-examinations, utility, model and design patents or any extensions thereof; (b) rights associated with works of authorship, including without limitation, copyrights, copyright applications, copyright registrations; (c) rights in trademarks, trademark registrations, and applications therefor, trade names, service marks, service names, logos, or trade dress; (d) rights relating to the protection of trade secrets and confidential information; and (e) internet domain names, Internet and World Wide Web (WWW) URLs or addresses; (f) mask work rights, mask work registrations and applications therefor; and (g) all other intellectual, information or proprietary rights anywhere in the world including rights of privacy and publicity, rights to publish information and content in any media.

**"Proposed Transferee"** shall have the meaning ascribed to it under Article 6.1 of these Articles.

**"Public Offer"** means closing of a firmly underwritten public offering of the Shares or other securities of the Company (including depository receipts) on a recognised Stock Exchange and includes a qualified initial public offer and an initial public offer.

**"Right of First Refusal"** shall have the meaning ascribed to it under Article 6.1 of these Articles.

**"Related Party"** shall mean the Company, the Key Promoters and their respective Relatives, Affiliates, Directors (other than the Investor Directors or any Relative of such Investor Directors) and shall include the Persons considered to be related parties in accordance with the Act.

**"Relative"** means a relative as defined under Section 2(77) of the Act.

**"Relevant Percentage"** shall have the meaning ascribed to it under Article 3.12.6 of these Articles.

**"Restated Articles"** means the restated and amended articles of association of the Company, which shall be to the satisfaction of the Investor and substantially in conformity with the Transaction Documents and subject to Applicable Law.

**"ROFR Acceptance Period"** shall have the meaning ascribed to it under Article 6.2.2 of these Articles.

**"ROFR Shares"** shall have the meaning ascribed to it under Article 6.1 of these Articles.

**"Sale Shares"** means 44,81,639 (forty four lakhs eighty one thousand six hundred thirty nine) Equity Shares, acquired by the Investor from the relevant Sellers pursuant to the SPAs.

**"Sale Shares Original Price"** shall have the meaning ascribed to it under the Agreement.

**"Sale Shares Minimum Amount"** means the Sale Shares Original Price per Sale Share (as adjusted for any share splits, share dividends, share combinations, recapitalizations or the like), plus any declared and unpaid dividends thereon.

**"Sanctioned Person"** means any Person with whom financial dealings are restricted or prohibited under (i) U.S. sanctions administered by the OFAC or is listed in the "Specially Designated Nationals and Blocked Persons"; and / or (ii) sanctions pursuant to United Nations Security Council resolutions issued under Chapter VII of the UN Charter; and / or (iii) the World Bank Listing of Ineligible Firms and Individuals;

**"Secondary Sale"** shall have the meaning ascribed to it under Article 7.2 of these Articles.

**"Selling Shareholder"** shall have the meaning ascribed to it under Article 6.1 of these Articles.

**"Shareholder(s)"** mean the Persons whose names are entered in the register of members of the Company.

**"Shares"** means all classes of shares in the capital of the Company issued from time to time, together with all rights, differential rights, obligations, title, interest and claim in such shares and shall be deemed to include all bonus shares issued in respect of such shares and shares issued pursuant to a stock split in respect of such shares.

**"SPAs"** mean, collectively, the (i) the share purchase agreement of even date entered into by and between, inter alia, the Company, the Key Promoters, the Investor, Healthquad Fund I and Kois Holdings; and (ii) the share purchase agreement of even date entered into by and between, inter alia, the Company, the Key Promoters, the Investor and International Finance Corporation.

**"Stock Exchange"** means any recognized stock exchange, approved by the Investor.

**"Subscription Agreement"** means the share subscription agreement dated September 28, 2023 entered into by and between, inter alia, the Company, the Promoters and the Investor;

**"Subscription Shares"** means collective reference to such number of compulsorily convertible cumulative preference shares subscribed to by the Investor and having a face value of INR 10 (Indian Rupees Ten only), and having such terms as set out in **SCHEDULE 4** of these Articles.

**"Subscription Shares Price"** shall have the meaning ascribed to it under the Agreement.

**"Subscription Shares Minimum Amount"** means the Subscription Shares Price per Subscription Share (as adjusted for any share splits, share dividends, share combinations, recapitalizations or the like), plus any declared and unpaid dividends thereon.

**"Subsidiary(ies)"** shall mean have the meaning assigned to it under the Act and includes any subsidiary of the Company whether presently existing or which comes into existence at a later point in time and shall include any foreign subsidiaries, including without limitation Sibling Lifecare Private Limited and Regency Institute of Nursing.

**"Surviving IPO Provisions"** means such rights of the Company, the Investor and the Promoter Group under these Articles that are legally permitted to survive post a Public Offer as agreed between the Company, the Investor and the Key Promoters on or prior to the Company undertaking a Public Offer.

**"Tag Along Exercise Notice"** shall have the meaning ascribed to it under Article 6.3.2 of these Articles.

**"Tag Along Right"** shall have the meaning ascribed to it under Article 6.3.1 of these Articles.

**"Tag Along Shares"** shall have the meaning ascribed to it under Article 6.3.2 of these Articles.

**"Taxes"** means all present and future income and other taxes, levies, rates, imposts, duties, deductions, cesses, dues, charges and withholdings whatsoever imposed by any Governmental Authority having power to tax and all penalties, fines, surcharges, interest or other payments on or in respect thereof and **"Tax"** and **"Taxation"** shall be construed accordingly.

**"Third Party"** means any Person other than a Party and each of their respective Affiliates.

**"Third Party Expert"** means any reputed independent third-party expert (including reputed audit firms, forensic firms, retired judges of the Supreme Court or any High Court in India, etc.) appointed, subject to the below, by the Board (with the relevant/impugned Key Promoter(s) not participating in such decision making) with the approval of the Investor:

- (i) the report prepared by such Third Party Expert shall be based upon an investigation into the matter by such Third Party Expert, and the an opportunity of being heard being provided to the relevant/impugned Key Promoter(s);
- (ii) notwithstanding the above, in the event that the Board fails to, or is unable to, appoint a Third Party Expert, the Investor shall have the right to identify and appoint such Third Party Expert;
- (iii) the report prepared by such Third Party Expert may be based on inputs, assistance, information and/or report(s) of audit firms, law firm(s) and/or forensic audit firm(s), if any ("**Corroborating Experts**"); and
- (iv) the Company shall, and the Key Promoters shall cause the Company to, provide the Third Party Expert and the Corroborating Experts (if any) with all necessary information and access, as may be required for the investigations / analysis.

**"Transaction Documents"** mean the Agreement, the Subscription Agreement, the SPAs, the Restated Articles, the Employment Agreements and all other agreements and documents that may be executed by the Company, Investor and Key Promoters and/ or Other Promoters pursuant hereto and thereto.

**"Transfer"** (including the terms **"Transferred"** and **"Transferability"**) shall mean to directly or indirectly, transfer, sell, assign, Encumber in any manner, place in trust (voting or otherwise), exchange, gift or transfer by operation of law or in any other way subject to any Encumbrance or dispose of, whether or not voluntarily.

**"Transfer Notice"** shall have the meaning ascribed to it under Article 6.2.1 of these Articles.

**"Exit"** shall have the meaning ascribed to it under Article 7 of these Articles.

1.2. **Rules of Interpretation:**

- (a) **Irrelevance of Gender and Plurality.** The definitions in Article 1.1 of these Articles shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.
- (b) **Internal References.** All references herein to Articles and Schedules shall be deemed to be references to Articles of, and Schedules to, these Articles unless the context shall otherwise require. All Schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The terms "Article(s)" and "sub Article(s)" shall be used herein interchangeably. The words "hereof," "herein" and "hereunder" and words of similar import when used in these Articles shall refer to these Articles as a whole and not to any particular provision of these Articles. The words "include", "includes", and "including" shall be deemed to be followed by the words "without limitation" and shall not be construed as, nor shall they take effect as limiting the generality of any preceding words. The words 'directly or indirectly' and 'directly and/or indirectly' mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, on a shareholder's own behalf or with or as servant, agent, manager, employee, consultant, director or partner of any other person, firm, company or body, and 'direct or indirect' / 'direct and/or indirect' shall have the correlative meanings, respectively.
- (c) **Default Rules.** Unless expressly contradicted or otherwise qualified, (i) all references to a Person also refer to that Person's successors and permitted assigns, including permitted transferees, and (ii) all references to and definitions of any agreement, instrument or statute herein or in any agreement or instrument referred to herein mean such agreement, instrument or statute, including the Articles, as from time to time may be amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.
- (d) **Time is of the essence.** Time is of the essence in the performance of the Company, the Investor and the Promoter Group's respective obligations. Any time period specified for performance by any of the Company, the Investor or

the Promoter Group shall be deemed to stand extended to include any time period required by each of the the Company, the Investor and the Promoter Group for obtaining any approval/ consent from any Governmental Authority. If any time period specified herein is extended, such extended time shall also be of the essence.

- (e) Any obligation undertaken by a Key Promoter shall be deemed to be undertaken jointly and severally by all the Key Promoters.
- (f) Any obligations of the Promoter Group shall deem to mean the joint and several obligation of each member of the Promoter Group.
- (g) Any obligation undertaken by the Company and the Key Promoters shall be deemed to be undertaken jointly and severally by the Company and the Key Promoters, to the extent permitted under Applicable Law, subject to the Shareholders and the Investor acting as per the terms of the Transaction Documents and the Articles.
- (h) Any obligation undertaken by the Company shall be deemed to be undertaken jointly and severally by the Company and the Key Promoters, to the extent permitted under Applicable Law, subject to the Shareholders and the Investor acting as per the terms of the Transaction Documents and the Articles.
- (i) any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in permanent visible form.
- (j) in determination of any period of days for the occurrence of an event or the performance of any act or thing, such period shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day.
- (k) where a particular word or term is defined, other grammatical forms of such word or term shall have a corresponding meaning.
- (l) general words in these Articles shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words.
- (m) headings are for convenience only and do not affect the interpretation of these Articles.
- (n) if any provision in Article 1.1 or this Article 1.2 is a substantive provision

conferring rights or imposing obligations on any Shareholder, effect shall be given to it as if it were a substantive provision in the body of these Articles.

- (o) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.
- (p) unless stated otherwise herein, a reference to "Shares of the Company" or "shares of the Company" means Shares of the Company of any class.
- (q) reference to a document in 'agreed form' is to the form of the relevant document agreed between the any 1 (one) Key Promoter and the Investor in writing.

## **2. INFORMATION AND INSPECTION RIGHTS**

### **2.1. Reports and Information to the Investor.**

2.1.1. The Investor and/or any Person nominated by the Investor shall be entitled to receive, from the Company (in relation to itself, its Subsidiaries and, subject to Article **Error! Reference source not found.**, the JV Companies) within the prescribed timelines as set out in this Article below or within such extended timelines as may be approved by the Investor:

- (a) the audited financial statements, including profit and loss accounts, balance sheet, 'shareholders' equity and cash flow statements on a consolidated and an unconsolidated basis, within 150 (one hundred fifty) days of the end of the relevant Financial Year, along with consolidating statement prepared by the auditors, and a copy of all management letter delivered by the auditors;
- (b) any management letter or similar letter from the auditors, within 15 (fifteen) days of after receipt thereof by the Company;
- (c) the notice, agenda and relevant meeting materials for the meeting of the Board, simultaneous with delivery to the Directors;
- (d) minutes of the meeting of the Board, Shareholders and any of its committees, within 15 (fifteen) days of the meeting;
- (e) the draft of the annual budget and annual business plan at least 30 (thirty) days prior to end of the Financial Year and the board approved annual budget and annual business plan, within 5 (five) days from the date of such approval;



- (f) monthly management information system (MIS) reports, within 20 (twenty) days of the end of each month in the form to be agreed to by the Investor;
- (g) unaudited quarterly financial statements (including balance sheet as of the end of such quarter, and the related statements of income, 'shareholders' equity and cash flow statements for the quarter then ended) on a consolidated and an unconsolidated basis, prepared in English in accordance with applicable accounting standards consistently applied with past practice for prior periods, within 45 (forty five) days of the end of each financial quarter;
- (h) in its quarterly Board meetings, a compliance report comprising of the updates on the statutory compliances including provident fund, employee state insurance corporation, service tax, excise payments and all foreign investment related compliances, and any other compliance updates as may be requested by the Investor, from time to time;
- (i) as soon as practicable, copies of any reports, applications and information filed with any Governmental Authority and of notices or reports received from any Governmental Authority, including copies of all filings (including tax returns) made with Governmental Authority or such other filings as may be requested by the Investor, from time to time;
- (j) as soon as practicable and on a current basis, information in relation to any events, discussions, notices or changes with respect to any Tax (other than ordinary course communications and such communications which could not, be expected to be material to the Company or any of its Group Companies), criminal or regulatory investigation or action, litigation, arbitration or other proceeding (including the Company's reasonable estimate of potential liability thereunder) commenced or threatened in writing against or involving the Company or any of its Group Companies or any member of the Promoter Group (in relation to the Company and/or its Group Companies); the Company shall reasonably cooperate with the Investor and/or its Affiliate(s) in an effort to avoid or mitigate any cost or regulatory consequences that might arise for the Investor and/or its Affiliate(s) from any such matter;
- (k) information in relation to any transactions entered into by the Company with any Related Party during a financial quarter, within 45 (forty five) days of the end of each financial quarter; and

- (l) all other relevant information including business plans, capital expenditure budgets and management reporting information, as may be reasonably requested by the Investor from time to time, including such other information as may be reasonably requested by the Investor in order to fulfil any legally mandated reporting requirements, any contractual requirements and/or the Investor's internal policies.

2.1.2. It is hereby clarified that nothing contained in this Article 2.1 shall in any manner jeopardise or limit the information rights available to the Investor under the Act or other Applicable Law.

2.2. **Inspection Rights.** In addition to the information and material to be provided under Article 2.1 above, the Company shall permit the Investor and/or any Person authorised by the Investor, at all times during normal business hours to visit and inspect to its / their satisfaction, the offices of the Company and its Subsidiaries and, subject to Article **Error! Reference source not found.**, the JV Companies. The Investor is required to issue a prior Notice of at least 5 (five) Business Days to the Company for such inspection. The Investor and/or any Person authorised by the Investor will be entitled to inspect any and all material contracts and financial accounts and documents as well as conduct internal audits in relation to Company and/or its Subsidiaries and, subject to Article **Error! Reference source not found.**, the JV Companies, as the Investor may deem fit in its sole discretion. The Company and the Key Promoters shall render co-operation and provide such authorizations as may be required, and the Investor shall bear the cost of such inspections. The Investor shall also have a right to consult with, and receive information, documents and material about the Business and operations of the Company and its Subsidiaries and, subject to Article **Error! Reference source not found.**, the JV Companies that it considers material from, the Company, its Subsidiaries and, subject to Article **Error! Reference source not found.**, the JV Companies, their respective Key Managerial Personnel, Key Promoters and internal and external auditors. The Company and/or the Key Promoters shall, where required, facilitate such consultation by issuing appropriate instructions to the persons referred to above. It is clarified that nothing contained herein shall in any manner jeopardise or limit the inspection rights available to the Investor under the Act or other Applicable Law.

2.3. The Company's and the Key Promoters' obligations and the Investor's rights, in each case, under this Article 2 (Information and Inspection Rights), in relation to a JV Company shall be limited to the extent of the rights (whether through shareholding, contractually or otherwise) available to the Company with respect to such JV Company.

### 3. **BOARD, MANAGEMENT AND RELATED MATTERS**

3.1. **Composition and size of the Board.** The Board of the Company shall consist of a maximum of 9 (nine) Directors.

3.2. **Directors.** The composition of the Board of the Company shall be as follows:

3.2.1. The Investor shall have a right to nominate and maintain 2 (two) Directors to the Board (each an “**Investor Director**” and collectively the “**Investor Directors**”). The Investor Directors shall not retire by rotation and shall not be required to hold any qualification Shares. However, in the event that the Investor Directors are required to retire by rotation to comply with the provisions of Applicable Law, the Investor Directors shall be expeditiously re-appointed in accordance with Applicable Law.

3.2.2. Subject to Article 10.2 (Consequences of Event of Default), the Key Promoters shall have a right to (jointly) nominate and maintain a maximum of 5 (five) Directors to the Board (each a “**Key Promoter Director**” and collectively the “**Key Promoter Directors**”), subject to the below:

(a) in the event that the Investor does not nominate any Investor Directors to the Board, the Key Promoters (jointly) shall have the right to nominate and maintain a maximum of 3 (three) Key Promoter Directors to the Board;

(b) in the event that the Investor nominates only 1 (one) Investor Director to the Board, the Key Promoters (jointly) shall have the right to nominate and maintain a maximum of 4 (four) Key Promoter Directors to the Board; and

(c) in the event that the Investor nominates both Investor Directors to the Board, the Key Promoters (jointly) shall have the right to nominate and maintain a maximum of 5 (five) Key Promoter Directors to the Board.

3.2.3. Unless otherwise agreed between the Investor and the Key Promoters, the Board shall also at all times consist of 2 (two) independent directors (“**Independent Directors**”) identified by the Key Promoters and consented to by the Investor. Such Independent Directors shall be appointed in accordance with the provisions of the Act. Any change or replacement of any of the Independent Directors on the Board shall be in accordance with the Act, subject to written approval of the Key Promoters and the Investor. As on the Closing Date the Independent Directors shall continue to be Mr. Rabindra Nath Mohanty (who shall continue until the end his term, but not longer than November 30, 2023), Mr. Rajiv Bakshi and Mr. Anil Kumar Khemka.

3.2.4. Subject to Article 10.2 (Consequences of Event of Default), the Investor and the Key Promoters shall be entitled to nominate, substitute and remove their

respective Directors by Notice to the Company. The Company shall immediately and no later than 10 (ten) Business Days following receipt of a Notice in this regard, complete all corporate and regulatory formalities regarding such nomination, removal or substitution.

- 3.2.5. The chairman of the Board shall be appointed by the Key Promoter Directors to preside at all meetings of the Board. The Chairman shall not, in case of equality of votes, have a second or a casting vote in any meeting of the Board.

### 3.3. **Committees of the Board.**

- 3.3.1. The Board may set up such committees as the Board may deem fit from time to time. The Investor Directors and the Key Promoter Directors will, subject to Applicable Law, be entitled to be appointed as members of all committees (existing and future) including but not limited to the Audit Committee, Nomination and Remuneration Committee, Stakeholders Relationship Committee and CSR Committee.

- 3.3.2. Subject to Applicable Law or unless otherwise provided, the provisions relating to meetings of the Board as set out in this Article 3 (including those pertaining to the notice, agenda, quorum and voting) shall apply mutatis mutandis to meetings of any committee of the Board.

- 3.4. Observer. The Investor shall have a right to nominate 1 (one) observer to the Board ("**Observer**"). Additionally, if the Investor has not nominated one or both of the Investor Directors to the Board in accordance with Article 3.2.1 above, the Investor shall have a right to nominate 1 (one) additional Observer to the Board. The Observers shall have the following rights:

- 3.4.1. right to attend all meetings of the Board and committees thereof;
- 3.4.2. right to receive the notices convening all meetings of the Board and all committees thereof;
- 3.4.3. right to receive the agenda as well as minutes for all meetings of the Board and all committees thereof;
- 3.4.4. right to receive all circular resolutions circulated to the Directors; and
- 3.4.5. right to participate at the meeting of the Board and committees, as an invitee in accordance with the Applicable Laws.

It is hereby clarified that the Observer appointed pursuant to this Article shall not be

entitled to vote on any matter in any of the Board or committee meetings.

**3.5. Alternate Director.**

3.5.1. The Key Promoters and the Investor shall be entitled to nominate, remove and substitute an alternate Director to each of the Key Promoter Directors and the Investor Directors, respectively (each an “**Alternate Director**” and collectively the “**Alternate Directors**”) from time to time and to act as an alternate Director to the Key Promoter Directors and the Investor Director, respectively, during the absence of the Key Promoter Director and the Investor Director, respectively, as permitted under the Applicable Law. The Board shall ensure that the Persons nominated by the Key Promoter and Investor are appointed as the Alternate Directors immediately upon Notification by the Key Promoter and Investor, respectively. The Company shall, within 10 (ten) days of Notification in this regard, complete all corporate and regulatory formalities regarding the appointment, removal or substitution of the Alternate Director(s). The Alternate Directors shall not retire by rotation and shall not be required to hold any qualification Shares. However, in the event that an Alternate Director is required to retire by rotation to ensure compliance with the provisions of Applicable Law, such Alternate Director shall be expeditiously re-appointed in accordance with Applicable Law.

3.5.2. An Alternate Director shall be considered for the constitution of quorum and shall be entitled to attend and vote at such meetings in place of the relevant Key Promoter Director and the Investor Director, as the case may be, for whom such Alternate Director is an alternate and generally perform all functions of such Key Promoter Director and the Investor Director in her/ his absence. Upon the appointment of the Alternate Director, all Notices and other materials that are circulated to the Directors shall also be circulated to such Alternate Director.

**3.6. Non-Executive Status and Indemnification.**

3.6.1. The Investor Directors and the Investor’s Alternate Directors (as the case may be) shall be non-executive Directors of the Company. Neither the Investor Directors, nor the Investor’s Alternate Directors nor the Observers (as the case may be) shall be identified by the Company or its Group Companies as a “manager”, “officer in charge” or “officer who is in default” of the Company or its Group Companies, “occupier” of any premises used by the Company or its Group Companies, under Applicable Law, in order to ensure that no act of the Company or the Key Promoters causes or will cause the Investor Directors, the Investor’s Alternate Directors and the Observers (as the case may be) to incur any actual liability present or future, quantified or unquantified.

- 3.6.2. Notwithstanding anything to the contrary in these Articles but subject to the Applicable Law, the Company agrees to indemnify and hold each Director, the Alternate Directors and the Observers (as the case may be) harmless from all Claims and liabilities to the maximum extent permitted under Applicable Law except for any Claims and liability arising on account of fraud, wilful misconduct, gross negligence and/or breach of fiduciary duties (in each case, in relation to the Company) on the part of such Director, Alternate Director and/or the Observer (as the case may be). It is further clarified that (a) the Directors, the Alternate Directors and/or the Observers (as the case may be) shall not be entitled to be indemnified in respect of any Claims and liabilities to the extent of the amounts which have already been received by the Directors, the Alternate Directors and/or the Observers (as the case may be) as payment under any directors and officers liability insurance; and (b) if the Directors, the Alternate Directors and the Observers (as the case may be) having received payments pursuant to any indemnity Claim under these Articles, if any amounts are subsequently received by the Directors, the Alternate Directors and/or the Observers (as the case may be) in respect of any Claims and liabilities from any directors and officers liability insurance, then the Directors, the Alternate Directors and the Observers (as the case may be) shall refund/reimburse such recovered amount to the Company (net of tax paid).
- 3.6.3. None of the Directors, the Alternate Directors and the Observers shall be liable for the acts, receipts, neglects or defaults of any other Director or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company or its Group Companies may be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any Person with whom any moneys, securities or effects may be deposited or left or for any other loss, damage or misfortune which may happen in the execution of the duties of his or her office or in relation thereto unless the same happen through his/ her own gross negligence, breach of duty, breach of trust or fraudulent activities.
- 3.6.4. For the avoidance of doubt, if the Directors, Alternate Directors and/or Observers (as the case may be) are entitled under any provision of these Articles to indemnification by the Company for some or a portion of any expenses incurred by such Directors, Alternate Directors and/or Observers (as the case may be) in the execution and discharge of his / her duties towards the Company, but is precluded by Applicable Law to indemnification for the total amount thereof, the Company shall nevertheless indemnify such Directors, Alternate Directors and/or Observers (as the case may be) for the portion thereof to which such Directors, Alternate Directors and/or Observers (as the case may be) is / are entitled to the

maximum extent permitted under Applicable Law. Further, the Directors, Alternate Directors and/or Observers (as the case may be) shall notify the Company within 7 (seven) days in writing upon any requirement for payment that such Directors, Alternate Directors and/or Observers (as the case may be) reasonably believe to be subject to indemnification under the terms of these Articles and shall request payment thereof by the Company, provided that any delay in notifying the Company shall not release the Company from its indemnification liability. However, the Company shall not be liable to indemnify such Directors, Alternate Directors and/or Observers (as the case may be) (A) if such delay or failure prejudices the Company's ability to defend the Claim; and/or (B) for increase in the indemnification liability, provided that such prejudice to the ability to defend, or such incremental increase in the indemnification liability are solely attributable to the failure or delay by such Directors, Alternate Directors and/or Observers (as the case may be) to notify the Company by way of notice as set out in this Article. Indemnification payments requested by the Directors, Alternate Directors and/or Observers (as the case may be) hereunder shall be made by the Company no later than 30 (thirty) days after receipt of the written request from such Directors, Alternate Directors and/or Observers (as the case may be). Termination of these Articles, for any reason whatsoever, shall not affect the indemnification obligations of the Company under this Article. Indemnification under this Article 3.6.4 shall operate in a manner such that the Director, Alternate Director and/or Observer (as the case may be) shall not be required to be out of pocket in order to be indemnified under this Article 3.6.4.

**3.7. Board Meetings.**

- 3.7.1. The Company shall issue a prior written Notice of at least 7 (seven) Business Days of every meeting of the Board to every Director, alternate Director, and Observer, provided however that, a meeting may be convened by a shorter notice in accordance with Applicable Law and with prior written consent of any of the Key Promoter Directors and any of the Investor Directors or, if no Investor Director is appointed, the Investor.
- 3.7.2. Each Notice of a Board meeting of the Company shall contain, inter alia, an agenda specifying in reasonable detail the matters to be discussed and shall be accompanied by all necessary written information and documents. The Board may, subject to Article 3.11 (Investor Protection Matters), with the consent of the majority of the Board (including the Investor Directors, if appointed and/or the their alternate Directors), consider any matter not circulated in the agenda.
- 3.7.3. All reasonable expenses on actual basis incurred by the Directors, Alternate Directors and/or the Observers to attend the Board meetings shall be borne by the Company.

- 3.7.4. The Directors shall not be paid any sitting fees, unless otherwise agreed between the Investor and the Key Promoters.
- 3.7.5. Subject to Applicable Law, the Board shall meet at least 4 (four) times in every calendar year, with no more than 120 (one hundred and twenty) days between meetings. Board meetings shall be held at such place, within or outside India, as mutually decided by the Key Promoters and the Investor, from time to time.
- 3.7.6. Subject to Applicable Laws, the Directors may participate and vote in the Board meetings and meetings of the committees of the Board, by video conferencing or any other means of contemporaneous communication and such participation by a Director shall be counted towards the quorum of the meeting.
- 3.8. **Quorum.** The quorum for a meeting of the Board, duly convened and held, shall be the higher of 1/3<sup>rd</sup> (one-third) of the Directors then in office or 2 (two) Directors; provided that, unless waived in writing, by the Key Promoter Director and the Investor Directors (if appointed) and/or their alternate Directors in writing, the quorum for all meetings of the Board shall, subject to Article 11.11 (Accounts), always include at least 1 (one) Key Promoter Director and 1 (one) Investor Director (if appointed) or their alternate Directors (as the case may be) at the beginning of, and throughout the meeting.
- If the quorum is not present within half an hour of the scheduled time of the meeting, the meeting shall stand adjourned to 7<sup>th</sup> (seventh) day from such date at the same location and time. If such day is not a Business Day, the meeting shall be held on the next Business Day. The quorum for such adjourned meeting shall be as per Applicable Law, provided that the provisions of Article 3.11 (Investor Protection Matters) shall be complied with if any Investor Protection Matter is taken up for discussion or voted upon at such adjourned meeting, subject to Article 11.11 (Accounts). The agenda of the adjourned meeting shall remain unchanged and shall be limited to only those matters expressly stated in the notice convening the original meeting except as agreed otherwise (in writing) by the Investor and the Key Promoters.
- 3.9. **Resolutions.** Subject to Article 3.11 (Investor Protection Matters), any decision and/or resolution shall be said to have been made / passed at a Board meeting only if it is at a validly constituted meeting, and such decision and/or the resolution is approved by a majority of the Directors present (physically or through any other means permissible by Applicable Law) and voting at such Board meeting.
- 3.10. **Circular Resolutions.** Subject to Applicable Law, no resolution shall be deemed to have been duly passed by the Board or a committee thereof by circulation or written consent, unless the resolution has been circulated in draft, together with the information and documents required to make a fully-informed decision with respect to such resolution, if



any, to every Director, alternate Director and Observer, or to all members of the relevant committee (as the case may be) at their registered email address or usual address, whether in India or abroad. Provided that no business concerning any of the Investor Protection Matters shall be approved except as specified in Article 3.11 (Investor Protection Matters). An Investor Protection Matter shall not be included in the draft of the circular resolution without the prior written consent of the Investor or the Investor Director.

**3.11. Investor Protection Matters.**

3.11.1. Notwithstanding anything to the contrary contained herein or in any other document, but subject to Article 11.11 (Accounts), no resolution shall be validly passed or decision shall be taken by: (i) the Board or any committees thereof, at a Board meeting or a meeting of any committee of the Board, or by circulation; (ii) the shareholders of the Company at any meeting of Shareholders of the Company (or any class thereof) or by postal ballot; or (iii) the management or any management committee of the Company; or (iv) otherwise by any shareholder, employee or Director in any other manner whatsoever, in respect of any Investor Protection Matter, without the prior written consent of the Investor. The Investor shall be entitled to, with regards such Investor Protection Matter, to either provide their consent in writing to the Company or provide their consent at a Board/committee/sub-committees/Shareholders' meeting, through their authorized representative including by exercising their vote at such meeting.

3.11.2. Notwithstanding anything contained in these Articles, in the event any Investor Protection Matter is proposed to be discussed at a meeting of the Board (or any committee thereof) or the Shareholder of the Company, the same must be included in the agenda of the meeting which is circulated prior to such meeting. The Company and the Key Promoters shall provide all necessary information and material to the Investor to enable the Investor to make a decision relating to the Investor Protection Matters.

3.11.3. Without prejudice to the generality of the aforementioned, but subject to Article 11.11 (Accounts), the Company shall not, and the Key Promoters shall ensure that the Company shall not, approve, authorise, commit to do, decide, act upon or implement any matter that is an Investor Protection Matter, whether in a single transaction or a series of related transactions, whether directly or indirectly, unless a prior written consent has been obtained from the Investor. In the event that any action/ decision in relation to any Investor Protection Matter is approved or undertaken other than in accordance with the provisions of this Article 3.11 (Investor Protection Matters), such action shall be deemed to be void ab initio.

3.11.4. The provisions of this Article 3.11 (Investor Protection Matters) shall apply,

mutatis mutandis, to the Subsidiaries and the JV Company (only to the limited extent of the rights (whether through shareholding, contractually or otherwise) that are available to the Company with respect to the JV Company). Without prejudice to the generality of the aforementioned, the Company shall not, and the Key Promoters shall ensure that the Company shall not, approve, authorise, commit to do, decide, act upon or implement any matter that is an Investor Protection Matter in respect of the Subsidiaries and the JV Company (only to the limited extent the rights (whether through shareholding, contractually or otherwise) that are available to the Company with respect to the JV Company), whether in a single transaction or a series of related transactions, whether directly or indirectly, unless a prior written consent has been obtained from the Investor in accordance with this Article 3.11 (Investor Protection Matters).

3.11.5. The principles set out in this Article 3.11 (Investor Protection Matters) are fundamental to the governance of the Company and each of its Subsidiaries and JV Companies, and Shareholders undertake not commit to any act or omission that would violate or prejudice the spirit and intent of this Article 3.11 (Investor Protection Matters). Provided that, the Company's and the Key Promoters' obligations under this Article 3.11.5, in relation to a JV Company shall be limited to the extent of the rights (whether through shareholding, contractually or otherwise) available to the Company with respect to such JV Company. If any other provision of these Articles conflicts with the provisions of this Article 3.11 (Investor Protection Matters), the provisions of this Article 3.11 (Investor Protection Matters) shall prevail and be given effect.

3.12. **Shareholders' Meetings.** A general meeting of the Shareholders shall be convened by serving at least 21 (twenty-one) calendar days' notice to all the Shareholders, with an explanatory statement containing all relevant information relating to the agenda for the general meeting. A general meeting may be convened by a shorter Notice in accordance with Applicable Laws, provided that the prior written consent of the Key Promoter and the Investor is obtained. Subject to Article 3.11 (Investor Protection Matters) and, subject to Applicable Law, the Shareholders may consider any matter in the general meeting not circulated in the agenda only with the prior written consent of the Key Promoter and the Investor.

3.12.1. The quorum for a meeting of the Shareholders, duly convened and held, shall be as per Applicable Laws; provided that, unless waived by the Investor and the Key Promoters, respectively, in writing, the quorum for all meetings of the Shareholders shall at all times include the Investor or its nominee and any of the Key Promoters or their representative, being present at the beginning of, and throughout the meeting.

3.12.2. If a valid quorum is not present for any meeting of the Shareholders, the meeting

shall automatically stand adjourned to the same day and time and at the same venue in the following week. If such a day is not a Business Day, such adjourned meeting shall be held on the next Business Day. If at such adjourned meeting also, no valid quorum is present, then such adjourned meeting shall stand adjourned to the same day and time and at the same venue in the following week. If such a day is not a Business Day, such second adjourned meeting shall be held on the next Business Day. The Shareholders present at such second adjourned meeting (not being less than the number required under the Act) shall be deemed to constitute a valid quorum; provided that, unless waived by the Investor in writing, the quorum for such second adjourned meeting shall at all times include the Investor or its nominee, being present at the beginning of, and throughout the meeting, and the Company may proceed to discuss and decide on the matters on the agenda and any decisions so taken shall be binding on all the Shareholders; provided further that (a) no business or items not being part of the agenda of the original meeting shall be dealt with at an adjourned or second adjourned meeting (as the case may be) except with the prior written consent of the Investor; and (b) no business concerning any of the Investor Protection Matters shall be approved or discussed or voted upon except as specified in Article 3.11 (Investor Protection Matters).

- 3.12.3. Subject to Applicable Laws, Shareholders may participate and vote in general meetings of the Company by video conferencing or any other means of contemporaneous communication and such participation by a Shareholder shall be counted towards the quorum of the meeting.
- 3.12.4. Subject to Article 3.11 (Investor Protection Matters), any decision and/or resolution being made/ passed at a meeting of the Shareholders shall be undertaken by a poll, pursuant to which the voting rights of the Shareholders present at such meeting (physically or through any other means permissible by Applicable Law) shall be in proportion to their respective share in the paid-up equity share capital of the Company.
- 3.12.5. The provisions of this Article 3.12 shall apply mutatis mutandis, to meetings of any class of Shareholders of the Company.
- 3.12.6. It is hereby clarified that, the holders of Subscription Shares shall be entitled to receive notice of, attend meetings and vote (on an As If Converted Basis) on all matters that are submitted to the vote of the Shareholders of the Company (including the holders of Equity Shares). The Investor has agreed to subscribe to the Subscription Shares, on the basis that the Investor will be able to exercise voting rights on the Subscription Shares, as if the same were converted into Equity Shares. The Subscription Share shall entitle the holder to the number of votes equal to the number of whole or fractional Equity Shares into which such

the Subscription Share could then be converted in accordance with Paragraph 3 of **SCHEDULE 4** of these Articles. To this effect, so long as Applicable Law does not permit the holders of Preference Shares to exercise voting rights on all Shareholder matters submitted to the vote of the Shareholders of the Company (including the holders of Equity Shares), then until the conversion of all Subscription Shares into Equity Shares, the Key Promoters shall vote in accordance with the instructions of the Investor at a general meeting or provide proxies without instructions to the Investor for the purposes of a general meeting, in respect of such number of Equity Shares held by each of them such that a relevant percentage ("**Relevant Percentage**") of the Equity Shares of the Company are voted on in the manner required by the Investor. For the purposes of this paragraph, the Relevant Percentage in relation to the Investor shall be equal to the percentage of Equity Shares in the Company that the Investor would hold if the Investor was to elect to convert the Subscription Shares into Equity Shares in accordance with Paragraph 3 of **SCHEDULE 4** of these Articles. Notwithstanding the foregoing, the holders of Subscription Shares shall at all times be entitled to vote on all such matters which affect their rights directly or indirectly.

- 3.13. **D&O Liability Insurance.** The Company shall, and Key Promoters shall cause the Company to, at all times, obtain and maintain valid directors' and officers' liability insurance for all the Key Promoter Directors, Investor Directors and the Observers from a reputable insurance company which insurance shall have both worldwide jurisdiction coverage and worldwide territory and to the fullest extent permitted under Applicable Law, in a form and of an amount acceptable to the Investor.

#### **4. FURTHER ISSUE OF SHARES AND PRE-EMPTIVE RIGHT**

- 4.1. **General.** Subject to the valuation protection contained in **SCHEDULE 3** of these Articles, in the event the Company proposes to issue any Dilution Instruments, such issue of Dilution Instruments would need to be previously approved in accordance with Article 3.11 (Investor Protection Matters) and thereafter, the Company shall first offer such Dilution Instruments to the Investor and members of the Promoter Group in the manner set out in Article 4.2. The Company will not be required to comply with the requirements of this Article 4 in respect of Dilution Instruments offered as Exempted Issuance. The Investor and the members of the Promoter Group will have a right, at its sole discretion, to purchase up to its Pro Rata Share in order to maintain its proportionate shareholding in the share capital of the Company. The members of the Promoter Group, in the event of any further issuance of Dilution Instruments being made under section 62(1)(a) of the Act, shall not be entitled to renounce their right to subscribe to any Dilution Instruments in favour of any Person (except to the Permitted Transferees) without obtaining the prior written consent of the Investor, provided that where such right is renounced in favour of a Permitted Transferee (of such member of the Promoter Group), at the time of

issuance of such Dilution Instruments, such Permitted Transferee shall execute a Deed of Adherence (unless such Permitted Transferee is already a party to the Agreement). The holding of the relevant Permitted Transferee subscribing to the Dilution Instruments shall be considered to be part of the relevant Promoter Group member's holding for the purposes of the Agreement. It is clarified that in the event the Key Promoters and Investor both have waived their right to subscribe to any Dilution Instruments in accordance with this Article, then the Other Promoters shall be deemed to have waived their right to subscribe to any Dilution Instruments in accordance with this Article and shall accordingly not be entitled to subscribe to any such Dilution Instruments. The Investor's consent/ approval right on renouncement of the pre-emption rights by the Promoter Group (except to a Permitted Transferee) under this Article 4.1 shall, hereinafter, be referred to as the "**Consent for Renouncement Right**".

4.2. **Procedure.** Unless otherwise agreed with the Investor and the Key Promoters, the offer of new Dilution Instruments shall be made in the manner set forth in this Article 4.2.

4.2.1. The Company shall deliver a written Notice ("**Offer Notice**") to the Investor and the members of the Promoter Group (collectively referred as the "**Pre-emptive Right Holders**") providing (a) its intention to offer such new Dilution Instruments; (b) the number of such new Dilution Instruments to be offered to the proposed allottee(s); (c) the price and terms, if any, upon which it proposes to offer such new Dilution Instruments; (d) the time period for subscribing to such new Dilution Instruments; and (e) the number of Dilution Instruments to which such Pre-emptive Right Holders are entitled in accordance with this Article 4.

4.2.2. Within 30 (thirty) days of the receipt of the Offer Notice ("**Acceptance Period**"), such Pre-emptive Right Holders may elect to subscribe up to its Pro Rata Share at the price and on the terms specified in the Offer Notice ("**Acceptance**"). Within 30 (thirty) days of communication of Acceptance, such Pre-emptive Right Holders shall remit their respective proportion of subscription amount for the Dilution Instruments and the Company shall issue the Dilution Instruments upon receipt of the subscription amount.

4.2.3. If such Pre-emptive Right Holders fails to subscribe to its Pro Rata Share of the Dilution Instruments (in whole or part) within the Acceptance Period, then the Company shall, within 30 (thirty) days from the expiration of the Acceptance Period, offer the remaining Dilution Instruments (including the unsubscribed portion) to any Third Party as may be decided by the Board, at a price not less than, and upon terms no more favourable than, those specified in the Offer Notice. If the Company does not enter into an agreement with the Third Party for the subscription of such Dilution Instruments within 30 (thirty) days from the expiration of the Acceptance Period, or if such agreement is not consummated

within 45 (forty-five) days of the execution thereof, the right provided to the Investor under Article 4 shall be deemed to have revived and such Dilution Instruments shall not be offered to the Third Party unless first offered again to such Pre-emptive Right Holder in accordance with Article 4.

4.2.4. **Assignment.** The Investor shall be entitled to assign, in whole or in part, its right to subscribe to its Pro Rata Share of the Dilution Instruments, or such other alternate instrument that the Investor is entitled to subscribe in accordance with Article 4.3 (Alternate Instruments) below, to its Affiliates, provided that, at the time of issuance of such Dilution Instruments, such Affiliate shall execute a Deed of Adherence. The holding of the relevant Affiliate subscribing to the Dilution Instruments shall be considered to be part of the Investor's holding for the purposes of these Articles.

4.3. **Alternate Instruments.** The right of the Investor to subscribe to the Dilution Instruments shall extend to such other alternative instrument as may be issued in the event of any regulatory restriction barring the Investor from subscribing to the Dilution Instruments so offered.

4.4. **Necessary Acts.** The Company and the Key Promoters undertake to ensure that all actions necessary to give effect to this Article 4 will be taken, as and when required.

## **5. RESTRICTIONS ON TRANSFER OF SHARES**

### **5.1. Restrictions on Transfer by Promoter Group.**

5.1.1. Without prejudice to anything stated in Article 5.2 (Permitted Transfers by Promoter Group), the members of the Promoter Group shall not, without the prior written consent of the Investor:

- (a) sell or otherwise Transfer or part with any portion of their shareholding in the Company, in whatever form, subject to Article 6 (Right of First Refusal and Tag Along Right); and
- (b) Encumber their Shares held in the Company (either directly or indirectly), or do any other act which has the effect of undermining the underlying beneficial, fiduciary or legal rights and obligations of the Promoter Group with respect to their Shares.

5.1.2. The members of the Promoter Group shall not at any time Transfer any of their Shares to a Competitor, other than pursuant to the Drag Event (with prior written consent of the Investor) in accordance with Article 7.4 (Drag Along Right).

5.1.3. The Company undertakes not to register any Transfer or Encumbrance in respect of the Shares owned by the Promoter Group in violation of this Article 5.

5.1.4. Except with the prior written consent of the Investor, neither the Company nor the Promoter Group shall:

- (a) except as provided in Clause **Error! Reference source not found.** of the Agreement, grant any proxy or enter into or agree to be bound by any voting agreement, with respect to any Shares; and/or
- (b) enter into any shareholder related contracts or arrangements of any kind with any Person with respect to any Shares.

5.2. **Permitted Transfers by Promoter Group.**

5.2.1. Notwithstanding Article 5.1.1 and Article 6 (Right of First Refusal and Tag Along Right), but subject at all times to Article 5.1.2 and Article 10.2 (Consequences of Event of Default), on and from the Closing Date:

- (a) each member of the Promoter Group shall be entitled to freely Transfer up to 10% (ten percent) of the aggregate Shares held by such member as on the Closing Date, as specified in **Part A of SCHEDULE 9** of the Agreement, to any Person (other than a Competitor) ("**Liquidity Shares**");
- (b) the Key Promoters shall be entitled to freely Transfer the Shares held by such Key Promoter to: (i) any of the other Key Promoters; and/or (ii) a corporate entity wholly owned & Controlled by one or more of the Key Promoter(s);
- (c) the Other Promoters shall be entitled to freely Transfer the Shares held by such Other Promoter to: (i) any member of the Promoter Group; and/or (ii) a corporate entity wholly owned & Controlled by one or more member(s) of the Promoter Group;
- (d) Mr. Abhishek Kapoor shall be entitled to freely Transfer up to 20% (twenty percent) of the aggregate Shares held by him as on the Closing Date, as specified in **Part B of SCHEDULE 9** of the Agreement, to his Immediate Relatives;
- (e) Dr. Atul Kapoor and Dr. Rashmi Kapoor shall be entitled to freely Transfer up to 20% (twenty percent) of the aggregate Shares held by him/her as on the Closing Date, as specified in **Part B of SCHEDULE 9** of the

Agreement, to Mr. Revant Kapoor (s/o Dr. Atul Kapoor and Dr. Rashmi Kapoor);

- (f) Transfer of shares held by any of the Other Promoters which are Hindu Undivided Family ("**HUF**") to its karta and other members of such HUF;
- (g) Each of the Key Promoters shall be entitled to Transfer their shareholding in the Company to trust(s) ("**KP Family Trust(s)**") for the sole direct/ indirect benefit of such Key Promoters and their respective Immediate Relatives. The trustees of such KP Family Trust(s) shall be either individuals forming part of Key Promoters and Revant Kapoor or a corporate trustee in which the shareholders and the directors or the partners, as the case may be, are individuals forming part of the Key Promoters and Revant Kapoor. It is clarified that Key Promoters shall Control such Family Trust and shall control exercise of voting rights by such KP Family Trusts in the Company. Such KP Family Trust(s) shall execute a Deed of Adherence with the Company and shall be subject to all the rights and obligations of the Key Promoters under the Agreement and these Articles;
- (h) Each of the Other Promoters shall be entitled to Transfer their shareholding in the Company to trust(s) ("**OP Family Trust(s)**") for the sole direct/ indirect benefit of such Other Promoters and their respective Immediate Relatives. The trustees of such OP Family Trust(s) shall be either individuals forming part of Other Promoters and their Immediate Relatives or a corporate trustee in which the shareholders and the directors or the partners as the case may be, shall be individuals forming part of the Other Promoters; and
- (i) Each member of the Promoter Group shall be entitled to Transfer their shareholding in the Company to a trust ("**Family Trust**") for the sole direct/ indirect benefit of such Promoter Group and their respective Immediate Relatives and upon such Transfer the beneficial interest in such Family Trust(s) shall be in the ratio of Promoter Group shareholding in the Company (inter-se the Promoter Group) as on the Closing Date (subject to adjustments for Transfers in accordance with Articles 5.2.1(a) to 7.2.1 (h) above). The trustees of such Family Trust(s) shall be either individuals forming part of Key Promoters, Revant Kapoor and/or Mr. Arun Kapoor or a corporate trustee in which the shareholders and the directors or the partners, as the case may be, shall be individuals forming part of the Key Promoters, Revant Kapoor and/or Mr. Arun Kapoor. It is clarified that Key Promoters shall Control such Family Trust and shall control exercise of voting rights by such Family Trust in the Company.



in each case above, without the prior written consent of the Investor, in one or more tranches. The Persons to whom members of the Promoter Group are entitled to Transfer their Shares pursuant to Articles 5.2.1(b), 5.2.1(c), 5.2.1(f), 5.2.1(g), 5.2.1(h), and 5.2.1(i) are hereinafter referred to as the "**Permitted Transferee**" for such member of the Promoter Group. In the event any corporate entity or trust which has acquired Shares pursuant Articles 5.2.1(b), 5.2.1(c), 5.2.1(f), 5.2.1(g), 5.2.1(h), and 5.2.1(i) is proposing to cease to be a Permitted Transferee, then all such Shares held by such corporate entity or trust shall be immediately Transferred/re-Transferred to the relevant member of the Promoter Group or another Permitted Transferee of the relevant member of Promoter Group before such corporate entity ceases to be a Permitted Transferee.

5.2.2. Each of the transferee(s) of Liquidity Shares, the Permitted Transferee(s) and the transferee(s) of Shares pursuant to Article 5.2.1(d) and 5.2.1(e) above, shall execute a Deed of Adherence (unless such Person is already a party to the Agreement) under the Agreement with the Company and shall be subject to all the rights and obligations of the relevant member of the Promoter Group under the Agreement and these Articles.

5.3. **Transfer by the Investor.** At no time shall there be any restriction on the Transfer of Shares by the Investor with or without rights attached to such Shares, other than a restriction on the Investor to Transfer any Shares to a Competitor, which restriction on the Investor shall fall away upon the, the earlier of, expiry of the Extended Exit Date or the occurrence of an Event of Default. Notwithstanding the above, the Investor shall have the right to Transfer the Shares held by it to any Person engaged in the business of making financial investments (whether or not such Person holds investments in a Competitor), and the term Competitor shall expressly exclude such Person. The Company and the Key Promoters undertake to do all reasonable acts and deeds as may be necessary to give effect to any Transfer of such Shares including providing reasonable representations, warranties and indemnities, as required. The Key Promoters and the Company shall facilitate and co-operate with any such Transfer including any due diligence that may be conducted by a proposed purchaser and provide all necessary information relating to the Company to such purchaser. It is clarified that, subject to Clause **Error! Reference source not found.** of the Agreement (Successors and Assigns), the Investor will be entitled to assign all or any of its rights under these Articles along with the Transfer of Shares. The shareholding of the Investor and its Affiliates shall always be aggregated for the purposes of determining any shareholding threshold under these Articles.

5.4. **Deed of Adherence.** No Transfer shall be complete and effective unless the purchaser of the securities from such Shareholder executes a Deed of Adherence and agrees to be

bound by the terms of the Agreement, unless such purchaser is already a party to the Agreement.

## **6. RIGHT OF FIRST REFUSAL AND TAG ALONG RIGHT**

6.1. **Right of First Refusal.** Subject to Article 5 (Restriction on Transfer of Shares), in the event any member of the Promoter Group ("**Selling Shareholder**") decides to Transfer all or part of the Shares held by such Selling Shareholder ("**ROFR Shares**") to any Person (other than any Person in accordance with Article 5.2.1 (Permitted Transfers by Promoter Group) above and/or the Investor) (hereinafter the "**Proposed Transferee**"), then such Selling Shareholder hereby unconditionally and irrevocably grants to the Investor a prior right (but not an obligation) to purchase all or a part of the ROFR Shares at the same price and on the same terms and conditions as those offered to the Proposed Transferee ("**Right of First Refusal**").

### **6.2. Procedure.**

6.2.1. Upon the Selling Shareholder receiving a proposal from a Proposed Transferee for purchase of ROFR Shares held by such Selling Shareholder, which the Selling Shareholder intends to accept ("**Proposal**"), the Selling Shareholder shall immediately Notify the Investor and the Company of the Proposal ("**Transfer Notice**"). The Transfer Notice shall set forth the (a) name and other material particulars of the Proposed Transferee, (b) number of ROFR Shares, (c) price per ROFR Share; (d) such other material terms of the Transfer, and (e) copy of the proposal received from the Proposed Transferee. The Proposal and any other document executed by the Selling Shareholder and/or the Proposed Transferee (whether binding or non-binding by whatever name called) in relation to the Proposal, if any, shall also be annexed to the Transfer Notice.

6.2.2. The Investor may exercise its Right of First Refusal with respect to any or all of the ROFR Shares by a written Notice to the Selling Shareholder within 30 (thirty) days of receipt of the Transfer Notice ("**ROFR Acceptance Period**").

6.2.3. If the Investor has not exercised its Right of First Refusal with respect to any or all of the ROFR Shares by providing a written Notice to the Selling Shareholder within the ROFR Acceptance Period or if after having served a Notice within the ROFR Acceptance Period, fails to purchase the ROFR Shares for reasons solely attributable to the Investor, within 60 (sixty) days from the expiry of the ROFR Acceptance Period, then the Selling Shareholder may Transfer such ROFR Shares, upon which the Right of First Refusal has not been exercised, to the Proposed Transferee, subject to (a) complying with the provisions of Article 6.3 (Tag Along Right) below; (b) the Transfer being at a price not lower than the price per Share, and on terms and conditions no more favourable to the Proposed Transferee than

those, specified in the Transfer Notice; (c) the Transfer being completed within the time period specified in Article 6.4 (Fresh Compliance); and (d) the Proposed Transferee executing a Deed of Adherence.

- 6.2.4. It is hereby clarified that the Investor shall also be entitled to exercise its Right of First Refusal in accordance with and subject to the terms of these Articles, with regard to the inter se Transfers between the Shareholders (other than Transfers to any Person in accordance with Article 5.2.1 (Permitted Transfers by Promoter Group) above and/or the Investor).

6.3. **Tag Along Right.**

- 6.3.1. In case of any proposed Transfer of ROFR Shares by the Selling Shareholder(s) to any Proposed Transferee:

- (a) the Investor shall have a right to sell up to all its Shares to the Proposed Transferee, if such Transfer (along with any other Transfer of Shares by any other Shareholder, connected with such Transfer/ or as part of a series of related transactions ) results in (i) a CoC; or (ii) the Investor holding less than 7.5% (seven point five percent) of the share capital of the Company (on a Fully Diluted Basis); or
- (b) the Investor shall have a right to sell up to a pro rata number of its Shares in any other case,

in each case, on the same terms and conditions (subject to Article 9 (Liquidation Preference), where applicable, if such sale of Shares qualifies to be a Liquidation Event) on which the Selling Shareholder(s) have agreed to transfer their Shares to the Proposed Transferee (the "**Tag Along Right**"), along with the Shares of the Selling Shareholder(s). For the purposes of this Article, while determining the 'pro-rata' entitlement for the Investor, the number of Shares that may be Transferred by the Investor pursuant to its Tag Along Right, shall be in the same proportion as the number of Shares proposed to be Transferred by the Selling Shareholder(s) to the proposed purchaser bears to the total number of Shares held by the Selling Shareholder(s) as of the date of the Tag Along Exercise Notice (as defined hereinafter).

- 6.3.2. If the Investor desires to exercise its Tag Along Right, it must give the Selling Shareholder(s) a written Notice ("**Tag Along Exercise Notice**") along with the details of number of Shares it proposes to Transfer ("**Tag Along Shares**") to that effect within 30 (thirty) days from the date of receipt of the Transfer Notice, and upon giving such Tag Along Exercise Notice, the Investor shall be deemed

to have effectively exercised the Tag Along Right. If the Investor exercises the Tag Along Right, the Transfer of Shares by the Selling Shareholder(s) to the Proposed Transferee shall be conditional upon such Proposed Transferee acquiring the Tag Along Shares simultaneously with the acquisition of the Shares of the Selling Shareholder(s) in accordance with this Article 6.3, on the same terms and conditions set forth in the Transfer Notice (subject to Article 9 (Liquidation Preference), where applicable, if such sale of Shares qualifies to be a Liquidation Event), provided that, the Investor shall not be required to give any representations and warranties for such Transfer, except those relating to title, no encumbrances on their Shares, legal standing, authority and capacity.

6.3.3. To the extent that the Investor exercises its Tag Along Right in accordance with the terms and conditions set forth in Article 6.3.2, the number of Shares that the Selling Shareholder may sell to the Proposed Transferee shall be correspondingly reduced, if the Proposed Transferee is not willing to purchase the aggregate of the Shares of the Selling Shareholder(s) and the Tag Along Shares.

6.3.4. The Tag Along Shares shall be Transferred to the Proposed Transferee simultaneously with the Transfer of the Shares by the Selling Shareholder(s), and the Selling Shareholder(s) shall not Transfer any of their Shares to the proposed purchaser unless, at the same time, the Proposed Transferee purchases all of the Tag Along Shares from the Investor. The transfer consideration to be received by the Investor and the Selling Shareholder(s) for the Transfer of Tag Along Shares and ROFR Shares shall be subject to such withholding taxes or deductions as may be applicable under the Applicable Laws.

6.4. **Fresh Compliance.** Subject to compliance with Article 0 to **Error! Reference source not found.** Article 6.3 above, if any proposed Transfer to the Proposed Transferee is not consummated by the Selling Shareholder(s) within a period of 90 (ninety) days from the expiry of the ROFR Acceptance Period, the Selling Shareholder(s) may sell any of their Shares only after complying afresh with the requirements laid down under Articles 0 to 6.3.

6.5. **Failure to Comply.** Any Transfer made in violation of the requirements prescribed under these Articles shall be null and void ab initio. The Company shall not record or register any such Transfer (not being in compliance with the terms of these Articles) or agreement or arrangement to Transfer (not being in compliance with the terms of these Articles) in its books and shall not recognize or register any equitable or other claim to, or any interest in, such Shares, which have not been Transferred in accordance with the terms of these Articles.

6.6. **No avoidance of restrictions.** The Transfer restrictions in these Articles, shall not be capable of being avoided by holding of Shares indirectly through an entity that can itself

be sold in order to indirectly dispose of an interest in the Shares free of such restrictions. Further, nothing contained in Article 6 (Right of First Refusal and Tag Along Right) shall be deemed to impose any restrictions on the ability of the Investor to freely Transfer its Shares in accordance with Article 5.3 (Transfer by the Investor).

## **7. EXIT**

7.1. **Public Offer.** The Company and the Key Promoters shall make best efforts to provide a complete exit to the Investor ("**Exit**") by way of a Public Offer, on or before the Exit Date, in the manner and on the terms as provided in this Article 7.1, subject to approval of the Investor in compliance with Article 3.11 (Investor Protection Matters).

7.1.1. **General Public Offer Terms:** Any Public Offer shall include or be subject to the following terms:

- (a) The Company will, subject to approval of the Investor in compliance with Article 3.11 (Investor Protection Matters), appoint the merchant banker for the Public Offer. The merchant banker so appointed shall recommend the price (including the price band), timelines and other requirements of the Public Offer, which shall be implemented/ approved subject to approval of the Investor in compliance with Article 3.11 (Investor Protection Matters) (which approval shall not be unreasonably withheld, delayed or conditioned).
- (b) Cost of the Public Offer including in relation to any primary issuance made by the Company will be borne by the Company including the cost of conducting due diligence on the Company. However, any costs in relation to offer for sale of Shares including the costs of banker, advisors, counsels, stamp duties shall be borne by such selling Shareholder in proportion to the shareholding being Transferred. In the event Applicable Law does not permit the Company to bear the cost in relation to any primary issuance, the Promoter Group and the Investor (as the case maybe) shall bear such expense as are required by Applicable Law to be borne by them.
- (c) The Investor will have the right but not the obligation to offer, in an offer for sale, all or any of its Shares in priority to the Promoter Group (and any other Shareholder). Without prejudice to the generality of the foregoing, the Investor shall have the right, but not an obligation, to offer all or some of its Shares in the offer for sale portion of the Public Offer on the same pricing terms as the primary Shares offered to the public by the Company; provided that, subject to Applicable Law, the Investor shall only be required to provide representations, warranties

and associated indemnities in relation to its authority, capacity, legal standing, title and no encumbrances related to its Shares. Further, the Key Promoters shall, subject to Applicable Law, on a joint and several basis provide all such representations, warranties and associated indemnities including in relation to the business, operations and taxation of the Company, required for the offering.

- (d) The Promoter Group shall not offer any Shares held by them for sale without the prior written consent of the Investor, except as may be required by Applicable Law (a) as a condition for obtaining listing on any Stock Exchange; or (b) to ensure that minimum public holding requirements are satisfied.
- (e) The Public Offer will be underwritten at least to the extent required under Applicable Law.
- (f) The Key Promoters and the Company shall ensure that the Investor is not required to undertake any obligation relating to disclosure or certifications in the offering documents or any agreement in any offering, unless required by the Applicable Law. The shareholding of the Investor shall not be subject to any lock-in unless specified under Applicable Law.
- (g) All advisors/ consultants to the Public Offer including the book running lead managers, underwriters, bankers, counsel and transfer agents shall be appointed subject to compliance with Article 3.11 (Investor Protection Matters).
- (h) The Company and the Key Promoters shall keep the Investor fully informed of all material activities undertaken in connection with the Public Offer.
- (i) If the Preference Shares held by the Investor are converted into Equity Shares ("**Converted CCPS**") pursuant to a proposed Public Offer and the Company fails to complete such Public Offer or if the Shares of the Company are not listed on recognized Stock Exchange due to any reason whatsoever within 6 (six) months from such conversion, all the rights available to the Investor (owing to its shareholding in the Company) under these Articles shall continue to be available to the Investor. The Company and the Promoter Group shall support any decisions and actions required by the Investor to give effect to the provisions herein contained including by exercise of their voting and other rights. The decisions and actions that the Investor may require may, without limitation, include:

- (i) modification and/or re-classification of the Converted CCPS into Shares of a different class which rank in preference to the remainder of the issued, paid-up and subscribed share capital. Upon such modification and/or re-classification, the Converted CCPS shall, subject to Applicable Law, have all the rights that were attached to the Preference Shares immediately prior to the conversion referred to above;
  - (ii) entry into any contractual arrangements for the purposes of ensuring that the rights attached to the Converted CCPS held by the Investor post such conversion are the same as those attached to the Preference Shares immediately prior to the conversion;
  - (iii) alteration of the Articles to include all of the rights attached to the Converted CCPS that were so attached immediately prior to the conversion referred to above; and
  - (iv) all such other measures as shall be necessary to restore the rights enjoyed by the Investor prior to conversion of the Preference Shares into Converted CCPS.
- (j) To the extent permitted by the Applicable Law, the Company shall indemnify and hold harmless the Investor and each of their directors, from and against any loss, claim or liability (and any actions, proceedings or settlements in respect thereof) arising out of or based on: (A) any untrue statement of a material fact contained in any prospectus, offering circular, or other offering documents relating to the Public Offer; (B) any failure to state therein a material fact necessary to make the statements therein not misleading; and (C) any violation of Applicable Law (including but not limited to, securities laws and exchange requirements applicable to the Public Offer) unless such statement is made in relation to the Investor pursuant the Investor's consent.

7.1.2. The obligation of the Key Promoters and the Company under these Articles, other than the Surviving IPO Provisions, shall cease, upon the Key Promoters and the Company providing an Exit pursuant to a Public Offer.

7.2. **Secondary Sale of Shares.** If on or before the Exit Date, the Company and the Key Promoters do not or are unable to, for any reason whatsoever, provide an Exit to the Investor in accordance with Article 7.1 (Public Offer) above, then the Company and the Key Promoters shall make best efforts to provide an Exit to the Investor, on or before

the Extended Exit Date, by undertaking secondary sale of the Shares held by the Investor to any Third Party (not being a Sanctioned Person) ("**Acquirer**") (such transaction being referred to as the "**Secondary Sale**"), which shall be on such terms and conditions as may be approved by the Investor in accordance with Article 3.11 (Investor Protection Matters).

7.2.1. If the Company undertakes a Secondary Sale, the Key Promoters and the Company shall deliver a Notice to the Investor setting out, (a) the exact nature of the transaction proposed; (b) identity of the proposed Acquirer; (c) an estimated time required to close; (d) the proposed price to be received by the Investor from the Acquirer for Transfer of the Shares held by the Investor in such Secondary Sale; and (e) such other material terms of the Secondary Sale as the Investor might request.

7.2.2. A Secondary Sale shall be subject to the following conditions:

- (a) the Investor shall be entitled to participate in the Secondary Sale in priority to the Promoter Group;
- (b) the Company and the Key Promoters shall co-operate with the Investor and, if requested by the Acquirer, give reasonable appropriate protections regarding material aspects of the business and affairs of the Company and its Subsidiaries and JV Companies, to enable such Secondary Sale;
- (c) the Investor shall not be required to provide any representations, warranties and associated indemnities for such Transfer, except those relating to title, no encumbrances on its Shares, the legal standing, authority and capacity of the Investor;
- (d) the Acquirer shall confirm its source of financing for the consummation of the Secondary Sale and provide written evidence of the same to the Investor;
- (e) if the Secondary Sale is by way of stock swap, then the Investor will be entitled to receive the value of the stock of the Acquirer entity that will enable the Investor to receive a return, as acceptable to the Investor; and/or
- (f) the costs and expenses of the Secondary Sale (including the costs of bankers, advisors, counsels, stamp duties and all Taxes including net income of the recipient) shall be borne by the Investor.



7.3. Notwithstanding the foregoing, if any exit event(s) pursuant to Articles 7.1 (Public Offer) or Article 7.2 **Error! Reference source not found.** (Secondary Sale of Shares) above qualifies to be a Liquidation Event, then, subject to Applicable Law, the Investor shall be entitled to receive such amounts as it is entitled to receive in accordance with Article 9 (Liquidation Preference).

7.4. **Drag Along Right.**

7.4.1. The following events shall be treated as events that will entitle the Investor to exercise its Drag Along Right under these Articles ("**Drag Events**"):

- (a) occurrence of an Event of Default and its continuance after the expiry of the Cure Period, if such Event of Default is capable of being cured; or
- (b) failure of the Company to provide an Exit to the Investor, on or before the Extended Exit Date.

7.4.2. **Drag Sale/ Trade Sale.**

- (a) At any time upon occurrence of a Drag Event, the Investor shall be entitled to Transfer freely (without being subject to any restrictions on such Transfer under these Articles or otherwise) up to all of its Shares along with its rights under these Articles to any Person, including to a Competitor ("**New Buyer**") (such Transfer, a "**Drag Sale**"). In a Drag Sale, the Investor shall have the right, but not the obligation ("**Drag Along Right**"), to compel other Shareholders (including the Promoter Group) (the "**Dragged Shareholders**") to sell up to 100% (one hundred per cent) of their Shares ("**Drag Along Shares**") along with the Shares proposed to be sold by the Investor to the New Buyer; and/or
- (b) At any time upon occurrence of the Drag Event set out in Article (a) above, the Investor shall have the right, but not the obligation to compel other Shareholders (including the Promoter Group) to cause (i) a merger or consolidation the Company with any other entity; or (ii) a sale of all or substantially all of the Assets or Proprietary Rights of the Company to a Third Party and consequent liquidation of the Company (each, a "**Trade Sale**"). Without prejudice to the right of the Investor under this Article 7.4.2(b), the Investor (if looking to exercise its rights under this Article 7.4.2) shall first make commercially reasonable efforts to exercise its Drag Along Right in accordance with Article 7.4.2(a) above, failing which, the Investor shall have the right to exercise a Trade Sale in accordance with this Article 7.4.2(b).

- 7.4.3. **Drag Sale Procedure.** The Investor shall determine the nature of the Drag Sale transaction and the process for accomplishment of the same. All Dragged Shareholders of the Company shall be bound to participate in such Drag Sale and shall take all necessary and desirable actions for consummation of the Drag Sale.
- 7.4.4. Upon the exercise of Drag Along Right by the Investor pursuant to this Article 7.4, the Investor shall send a notice to the Dragged Shareholders specifying the consideration payable per Share (subject to Article 9 (Liquidation Preference)), number of Shares to be sold by the Dragged Shareholders and material terms of such purchase ("**Drag Sale Notice**"). Upon receipt of a Drag Sale Notice, the Dragged Shareholders shall:
- (a) simultaneously with the Investor sell such number of their Shares (as determined by the Investor and set out in the Drag Sale Notice) free of any Encumbrance on terms set out in the Drag Sale Notice; and
  - (b) take all necessary action (including such action as may be reasonably requested of them by the Investor) to cause the consummation of such transaction, including: (i) exercising the voting rights attached to their Shares in favour of such transaction; (ii) not exercising any approval or voting rights in connection therewith in a manner contrary to the closing of the Drag Sale; (iii) if the Dragged Shareholders have failed to act in accordance with the terms of these Articles, appointing the Investor as their attorney-in-fact to do the same on their behalf, subject to receipt of an order from a Governmental Authority to this effect.
- 7.4.5. **Delivery of Drag Along Shares.** The Dragged Shareholders shall deliver the share certificates in respect of the Drag Along Shares, to the Company at least 7 (seven) days before the proposed closing date of such sale, along with the transfer forms duly filled in and if the Shares have been dematerialized, the Dragged Shareholders shall issue appropriate instructions to their depository participant to give effect to the Transfer in accordance with the Drag Sale Notice.
- 7.4.6. If a Dragged Shareholder fails, refuses or is otherwise unable to comply with its obligations in this Article 7.4, the Company shall have the authority and be obliged to designate a Person to execute and perform the necessary Transfer on such Dragged Shareholder's behalf. The Company may receive and hold the purchase consideration in trust for the Dragged Shareholder and cause the New Buyer to be registered as the holder of the Drag Along Shares being sold by the relevant Dragged Shareholder. The receipt by the Company of the purchase consideration shall be a good discharge to the New Buyer.
- 7.4.7. Further, if any Dragged Shareholder fails or refuses to Transfer any Drag Along

Shares after the Company has received the entire purchase money in respect of the Drag Along Shares in trust for the Dragged Shareholder in accordance with Article 7.4.6 above, the New Buyer may serve a default Notice on the relevant defaulting Dragged Shareholder and send copies of such default Notice to the Investor and the Company. Upon receipt of a default Notice (unless such non-compliance by the relevant defaulting Dragged Shareholder is remedied to the reasonable satisfaction of the New Buyer), the defaulting Dragged Shareholder shall not be entitled to exercise any of its powers or rights in relation to the Drag Along Shares of the Dragged Shareholder Transferred to the New Buyer including voting right attached thereto or right to participate in the profits of the Company.

7.4.8. The Company and the Promoter Group, upon exercise of its Drag Along Right by Investor, shall perform any or all actions as may be necessary to give effect to such rights of the Investor, including execution of any documents and passing of all necessary resolutions and obtaining all necessary consents.

7.4.9. **Actions to be taken.** In the event the Investor exercises a Drag Along Right and calls for a Drag Sale, then each Dragged Shareholder with respect to all Shares which it owns or over which it otherwise exercises voting or dispositive authority:

- (a) in the event such transaction is to be brought to a vote at a Shareholders' meeting, after receiving proper Notice of any meeting of Shareholders of the Company, to vote on the approval of Drag Sale or the Trade Sale, as the case may be, to be present, in person or by proxy, as a holder of Shares of voting securities, at all such meetings and be counted for the purposes of determining the presence of a quorum at such meetings;
- (b) to vote on (in person, by proxy or by action by written consent, as applicable) all Shares in favour of such Drag Sale or the Trade Sale and in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Drag Sale;
- (c) to refrain from exercising any dissenters' rights or rights of appraisal under Applicable Law at any time with respect to the Drag Sale;
- (d) to execute and deliver all related documentation and take such other action in support of the Drag Sale as shall reasonably be requested by the Company or the Investor; and
- (e) not to deposit, and to cause their Affiliates not to deposit any Shares owned by such Shareholder or Affiliate in a voting trust or subject any

such Shares to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the New Buyer in connection with the Drag Sale.

7.4.10. In case of a Drag Sale, if so required by the by the New Buyer, the Key Promoters shall, in order to ensure the successful consummation of such Drag Sale, (a) continue to be in the employment and management of the Company (along with the New Buyer) for a period of up to 12 (twelve) months from the date of consummation of the Drag Sale, on continuing terms and conditions of employment as in force immediately prior to the occurrence of the Drag Sale; and (b) execute a non-compete agreement, for a period of up to 18 (eighteen) months from the date of consummation of the Drag Sale.

7.4.11. Any costs in relation to transfer of Shares under Drag Sale including the costs of bankers, advisors, counsels, stamp duties shall be borne by such selling Shareholders in proportion to the shareholding being Transferred.

7.5. **Path to exit.** In the event that the Investor (i) Transfers all of the Shares held by the Investor to a New Buyer pursuant to the occurrence of any of the Drag Events; and (ii) exercises its Drag Along Right and without prejudice to the same, such that the Investor drags some, but not all, of the Shares held by the Promoter Group, such that the total shareholding of the Promoter Group reduces below 10% (ten percent) of the share capital of the Company (on a Fully Diluted Basis) as a consequence of the Investor exercising such Drag Along Right, the Investor shall make commercially reasonable efforts to ensure that such New Buyer provides a commitment to the Promoter Group to purchase, within a reasonable period of time after the completion of the Drag Sale (as above), the Shares remaining (immediately after the completion of the Drag Sale) with the Promoter Group. It is hereby clarified that nothing contained in this Article shall, in any manner, prejudice the provisions of Article 7.4.2 (including the Investor's right to compel the Dragged Shareholders to Transfer up to 100% (one hundred per cent) of their Shares) and nothing contained in this Article shall be deemed to be a tag along right of the Promoter Group in case of a Drag Event.

7.6. **Exemption of Rights.** In case of the exercise of the Exit Rights pursuant to, and in accordance with, Article 7 (Exit) (as applicable) (each, an "**Exempted Exercise**"), the Transfer restrictions set out in Article 5 (Restrictions on Transfer of Shares) and Article 6 (Right of First Refusal and Tag Along Right) shall, to the extent of Shares required to be transferred by the Promoter Group, cease to be applicable to such Exempted Exercise at the option of the Investor. Further, the Company, the Investor and the Promoter Group shall take all necessary and desirable actions in connection with the consummation of the transactions pursuant to such Exempted Exercise, including without limitation, the timely execution and delivery of such agreements and instruments, passing and adopting of necessary resolutions at meetings of the Board and Shareholders and such other

actions, reasonably necessary, to complete such transactions.

## **8. TERMS OF ISSUANCE AND ANTI-DILUTION**

- 8.1. Subscription Shares are issued on such terms as set out in **SCHEDULE 4** of these Articles of these Articles.
- 8.2. The Investor shall be entitled to anti-dilution protection in relation to the Investor Securities and the Converted Equity Shares upon the occurrence of a Dilutive Issuance, in accordance with the principles set out in **SCHEDULE 3** of these Articles, which are incorporated herein by reference.

## **9. LIQUIDATION PREFERENCE**

- 9.1. The holders of Investor Securities shall have the following rights:
- 9.1.1. Upon the occurrence of a Liquidation Event, subject to Applicable Law, the total proceeds from such Liquidation Event ("**Proceeds**"), shall be distributed such that, the holders of Subscription Shares and Sale Shares receive the higher of:
- (i) the aggregate of the Subscription Shares Minimum Amount per Subscription Share held by them and Sale Shares Minimum Amount per Sale Share held by them (as the case may be), or
  - (ii) their pro rata entitlement in respect of the Subscription Shares and Sale Shares held by them (as the case may be), on an As If Converted Basis, plus any declared and unpaid dividends;

For the purposes hereof, the Subscription Shares Minimum Amount and the Sale Shares Minimum Amount shall be collectively referred to as the "**Preference Amount**".

For the avoidance of doubt, it is specified that the liquidation preference of the Investor under this Article 9 shall rank senior to the Key Promoters' rights and the rights of the other Shareholders (including members of the Promoter Group), on occurrence of a Liquidation Event.

- 9.1.2. If the amount of Proceeds is lower than the Preference Amount, the entire amount of Proceeds shall be paid to the holders of Subscription Shares and Sale Shares in proportion to the amount invested towards acquisition of Subscription shares and Sale Shares. Any incremental Shares that need to be issued or Transferred to the holders of Subscription Shares and Sale Shares to facilitate realization of the Preference Amount shall be made at the option of the holders

of the Subscription Shares and Sale Shares by (a) an adjustment of the conversion price of the Subscription Shares; (b) issue of additional Shares to the holders of Subscription Shares and Sale Shares at the Lowest Permissible Price; (c) Transfer of Shares held by the members of the Promoter Group to the holders of Subscription Shares and Sale Shares at lowest price permissible under Applicable Law; (d) buy back of Shares held by the members of the Promoter Group; (e) reduction of the sale proceeds receivable by the members of the Promoter Group; or (f) by taking such other measures as may be necessary to ensure that the holders of Subscription Shares and Sale Shares realize the Preference Amount. For avoidance of doubt, it is clarified that the Key Promoters and the Other Promoters shall neither be personally liable nor any of their personal assets be attached in order to make good the Investor, in the event the amount of Proceeds is lower than the Preference Amount.

- 9.2. In the event a Liquidation Event occurs after some or all of the Subscription Shares have been converted into Equity Shares, each holder of such converted Equity Shares shall, in relation to the so-converted Equity Shares, be entitled to the liquidation entitlement as set out in Article 0 hereof (as applicable), as if the conversion into Equity Shares had not occurred.
- 9.3. Following the payment to the holders of Subscription Shares and Sale Shares, each of the remaining Shareholders (excluding the holders of the Subscription Shares and Sale Shares, but including Key Promoters and the Other Promoters) shall receive the share of the remainder of the Proceeds (available for distribution) in proportion to their shareholding in the Company, on an As If Converted Basis.
- 9.4. It is clarified that if a Liquidation Event is effected by way of sale of Shares, the purchaser(s) or transferee(s) shall distribute the consideration under such transaction to the Shareholders who are participating in such transaction, in proportion to the Shares that are being transferred by each such Shareholder as part of such transaction, in accordance with their respective entitlement as set out in this Article9, and nothing in this Article 9 and the definition of 'Liquidation Event' shall be deemed to entitle any Shareholder a right to participate in such transaction or to a tag along right in such transaction, unless such right is expressly provided for and exercised in accordance with these Articles.
- 9.5. The Company and the Key Promoters shall fully co-operate with the holders of Subscription Shares and Sale Shares in making the payment of the amounts payable under this Article9, in the order and manner provided above and shall do all such things as may be reasonably necessary and use and employ all necessary efforts and commit best endeavour to ensure that payment of the amounts payable under this Article9, is made in accordance with this Article9. The Company and the Key Promoters shall do all necessary acts, deeds and things to obtain any regulatory approvals and consents in a

timely manner such that the Preference Amount can be transferred to the holders of Subscription Shares and Sale Shares as envisaged under these Articles. The Company and/or the Key Promoters shall not undertake any Liquidation Event unless the terms of this Article 9 have been complied with in full, unless otherwise agreed in writing by the Investor. Notwithstanding the generality of the aforementioned, the Company and the Key Promoters shall take all steps necessary to ensure that the holders of Subscription Shares and Sale Shares shall:

- 9.5.1. be entitled to the benefits of the liquidation preference on the Shares held by such holders of Subscription Shares and Sale Shares as per the terms and conditions of these Articles; and
- 9.5.2. receive an amount equal to the relevant portion of the Proceeds in accordance with Article 9.1.1 above, upon the occurrence of the Liquidation Event. The Company and the Promoter Group shall not raise a contention that the liquidation preference granted to the holders of Subscription Shares and Sale Shares is illegal and/or unenforceable.

## **10. EVENT OF DEFAULT**

- 10.1. **Notice for Event of Default.** The Company and the Key Promoters hereby covenant and agree to Notify the Investor upon the occurrence of an Event of Default. Upon the occurrence of an Event of Default being known to the Investor (whether or not pursuant to Notification by the Company and/or the Key Promoters as above), the Investor may issue a written Notice to the Key Promoters and the Company ("**EoD Notice**"). If such Event of Default can be cured, the Key Promoters and the Company shall cure such Event of Default to the satisfaction of the Investor within 30 (thirty) days from the date of receipt of the EoD Notice by the Company and the Key Promoters from the Investor ("**Cure Period**").
- 10.2. **Consequences of Event of Default.** Notwithstanding any provision to the contrary contained in these Articles, in the event that the Event of Default cannot be cured, or the Event of Default is not cured within the Cure Period to the satisfaction of the Investor:
  - 10.2.1. the Investor shall be entitled to an Exit by exercise of any of the Exit Rights and the Key Promoters shall be obliged to provide an Exit within 120 (one hundred and twenty) days from: (a) the date of the EoD Notice (in case the Event of Default cannot be cured), or (b) the expiry of the Cure Period (in case the Event of Default can be cured), as the case may be, so as to provide the Investor with a return acceptable to the Investor. It is hereby clarified that the abovementioned 120 (one hundred and twenty) day timeline shall not, in any manner, prejudice the Investor's right to exercise its rights in accordance with Article 7.4 (Drag Along Right) above, which may be exercised at any time after the occurrence of

the Drag Event (both within and after the completion of such 120 (one hundred and twenty) day timeline);

- 10.2.2. the Key Promoters' right to nominate and appoint Directors on the Board under Article 3.2.2, shall cease. Accordingly, subject to receipt of a notice from the Investor, the Key Promoter Directors shall resign as Directors from the Board, with immediate effect and simultaneously all obligations of the Key Promoters to provide an Exit to the Investor in accordance with the provisions of Article 7 (Exit) of these Articles shall cease with immediate effect and shall fall away;

The Company shall immediately, and no later than 7 (seven) Business Days, complete all corporate and regulatory formalities regarding removal of the Key Promoter Directors.

- 10.2.3. the Key Promoters' right to identify the Independent Directors under Article 3.2.3, shall cease. Accordingly, the Investor may at its sole discretion require such Independent Directors to resign from the Board, with immediate effect;

The Company shall immediately, and no later than 7 (seven) Business Days, complete all corporate and regulatory formalities regarding removal of the Independent Directors.

- 10.2.4. the Investor shall be entitled to require the Company to terminate the employment of any or all of the Key Promoters or require any or all the Key Promoters to resign from employment of the Company;

- 10.2.5. all of the rights (but not the obligations) of the Promoter Group under the Transaction Documents shall cease;

- 10.2.6. the Investor shall not be required to comply with any of its obligations under the Transaction Documents as owed towards the Key Promoters and/or the Company thereafter. It is clarified that the Investor shall continue to be entitled to all its rights under the Transaction Document which shall remain unaffected and the Key Promoters, and the Company shall continue to be liable for all their obligations under these Articles and the other Transaction Documents; and

- 10.2.7. the Investor shall have the right to have the Board reconstituted and shall be entitled to appoint a majority of the Directors on the Board, and simultaneously all obligations of the Key Promoters to provide an Exit to the Investor in accordance with the provisions of Article 7 (Exit) of these Articles shall cease with immediate effect and shall fall away.

- 10.3. Upon occurrence of an Event of Default, the Key Promoters shall not exercise any of their



rights under these Articles in order to create an impediment for the Investor to exercise its rights under these Articles and shall provide such support and documents that may be reasonably required by the Investor for exercise and effective implementation of its rights.

## **11. ADDITIONAL COVENANTS**

11.1. **Non-Pledging of the Investor Shares.** Unless otherwise agreed by the Investor, the Investor shall not be required to pledge its shareholding in the Company or invest any additional amount in the Company or offer any guarantee or collateral security in respect of any borrowing by the Company.

11.2. **Investor not "promoter".** The Investor is not a 'promoter' or a part of the 'promoter group' of the Company or its Group Companies. Neither the Company nor its Group Companies shall under any circumstances declare, publish or disclose in any document related to a Public Offer, accounts or in any public disclosures or show the Investor as a 'promoter' or a part of the 'promoter group' of the Company or its Group Companies. The Company and Key Promoters undertake to take all necessary steps to ensure that the Investor shall not be considered as a 'promoter' or a part of the 'promoter group' of the Company or its Group Companies in any Public Offer related filing made by the Company or the Key Promoters.

11.3. During such time a Key Promoter is an employee of the Company, he/ she shall devote all of his/ her working time, energy and efforts to the operations and management of the Company and the promotion of the Business, and subject to Article 11.4.1 shall not, either directly or indirectly, without prior written consent of the Investor, undertake management, directorship, or operational involvement in any other business.

### **11.4. Non-Compete.**

11.4.1. Each of the Key Promoters shall not (either himself / herself / itself or through his / her / its Affiliate(s)), directly or indirectly, from the date of execution of the Agreement until a period of 18 (eighteen) months from the date on which (i) he / she / it ceases to hold Shares in the Company; or (ii) he /she ceases to be employed with the Company; or (iii) he /she ceases to be a Director (where applicable); or (iv) the Investor ceases to hold any Shares in the Company (whichever is later) ("**Non-Compete Period**"):

- (a) set up, solicit business on behalf of, render any services to, or otherwise engage in, and whether as an individual, through a partnership or as a shareholder, joint venture partner, collaborator, employee, consultant, advisor, independent contractor, principal contractor or sub-contractor, director or in any similar manner, whether for profit or otherwise, any business which, directly or indirectly, competes with: (i) the whole or any part of Business being carried on ; or (ii) the business as specifically

agreed to be carried on under the Business Plan, by the Company or its Group Companies ("**Competing Business**");

- (b) assume management, directorship, or lead responsibility in any company other than in Group Companies; and
- (c) solicit, render services to or for, or accept from, anyone who is a client, customer, or a supplier of the Company or its Group Companies, any business of the type performed by the Company or its Group Companies unless, subject to compliance with the non-compete obligations set out herein, such customer or supplier of the Company or its Group Companies approaches the Key Promoters out of their own free will, or persuade any client, customer, or supplier of the Company or its Subsidiaries to cease to do business or to reduce the amount of business which any such client, customer, or supplier has customarily done with the Company or its Group Companies, whether or not the relationship between the Company or its Group Companies and such client, customer, or supplier as the case may be, was originally established, in whole or in part, through the Key Promoters' efforts.

Provided however, nothing in this Article shall prevent the Key Promoter or their Affiliates, from acquiring or making any investment, whether individually or in aggregate, not more than 2% (two percent) of the total outstanding securities in any listed company, which is engaged in a Competing Business, as a passive investor without any special right (including right to participate in the board, or any management or governance rights), except rights available under Applicable Law. It is hereby clarified that the notwithstanding anything stated herein but subject to Article 11.3, the Key Promoters are free to invest in any listed or unlisted entity/Person, which is not engaged in any Competing Business.

11.4.2. No separate non-compete fees is payable to any of the Key Promoters, and the consideration for the non-compete restriction contained herein is deemed to have been received under these Articles and mutual covenants in the Transaction Documents. The receipt and sufficiency of such consideration received towards the non-compete restriction contained herein.

11.4.3. The above restrictions are considered reasonable for the legitimate protection of the business and goodwill of the Company and its Group Companies. Notwithstanding the limitation of this provision by Applicable Law for the time being in force, the Key Promoters undertake to at all times to observe and be bound by the spirit of this Article 11.4. Provided however, upon revocation, removal or diminution of the Applicable Law or provisions, as the case may be, by virtue of which the restrictions contained in this Article 11.4 were limited as provided hereinabove, the original restrictions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked.

11.4.4. The Company and the Key Promoters shall ensure that each of the Key Managerial Personnel execute employment agreements, in such form as shall be approved by the Investor, under which the Key Managerial Personnel shall inter alia undertake not to either directly or indirectly participate in any Competing Business. It is expressly clarified that neither the Company nor the Promoter Group shall be liable to the Investor for any breach by any of the Key Managerial Personnel of such covenants in their employment agreements (unless such breach has been done in connivance with one or more Key Promoters).

**11.5. Non-Solicitation.**

11.5.1. The ability of the Company to conduct and operate its Business depends upon its ability to attract and retain skilled people, customers, suppliers and that the Company has and will continue to invest substantial resources in training such people. Each of the Key Promoters shall not (either himself/ herself/ itself or through his/ her/ its Affiliates), directly or indirectly, during the Non-Compete Period:

- (a) partner with or enter into any activity or hire or attempt to hire for any purpose whatsoever (whether as an employee, consultant, advisor, independent contractor, partner or otherwise) any employee of the Company or its Group Companies, or any person who was an employee of the Company or its Group Companies, or at any time during the last 12 (twelve) months of his / her employment, and shall use his best efforts to prevent any of its related entities or Persons from taking any such action;
- (b) disclose to any Third Party the names, backgrounds or qualifications of any employees of the Company or its Group Companies, or otherwise identify them as potential candidates for employment; and
- (c) personally or through any other Person, approach, recruit or otherwise solicit employees of the Company to work for any other employer.

Provided however that, for the foregoing restrictions as specified in this Article shall not be applicable to recruitment agency or any advertisements in newspapers for employment which are directed to the public at large or where the employees post their resume on any job portal or where the employees voluntarily approach the Key Promoters for employment without any form of involvement by the Key Promoters in such approach.

11.5.2. The above restrictions are considered reasonable for the legitimate protection of the business and goodwill of the Company or its Group Companies. Notwithstanding the limitation of this provision by Applicable Law for the time being in force, the Key Promoters undertake to at all times to observe and be bound by the spirit of this Article 11.5. Provided however, upon revocation, removal or diminution of the Applicable Law or provisions, as the case may be, by virtue of which the restrictions contained in this Article 11.5 were limited as provided hereinabove, the original restrictions would stand renewed and be

effective to their original extent, as if they had not been limited by the law or provisions revoked.

11.5.3. The Company and the Key Promoters shall ensure that each of the Key Managerial Personnel execute employment agreements, in such form as shall be approved by the Investor, under which the Key Managerial Personnel shall undertake appropriate non-solicit obligations. It is expressly clarified that neither the Company nor the Key Promoters shall be liable to the Investor for any breach by any of the Key Managerial Personnel of such covenants in their employment agreements (unless such breach has been done in connivance with any one or more of the Key Promoters).

11.6. **Rights and Obligations in Group Companies.** Unless stated otherwise, any and all (a) rights available to the Investor in the Company under these Articles; and (b) obligations of the Key Promoters under these Articles, in each case, shall, *mutatis mutandis*, also be applicable vis-à-vis the Subsidiaries and the JV Company (only to the limited extent the rights (whether through shareholding, contractually or otherwise) that are available to the Company with respect to the JV Company), and the term 'Company' wherever used in these Articles shall mean and refer to such Subsidiaries and the JV Company (only to the limited extent the rights (whether through shareholding, contractually or otherwise) that are available to the Company with respect to the JV Company). The Company shall, the Promoter Group shall cause the Company to, exercise all rights available (whether through shareholding, contractually or otherwise) and undertake all necessary actions to give effect to the provisions of this Article. Without prejudice to the generality of the above, and to the extent reasonably practicable, the charter documents of the Subsidiaries shall be updated to reflect the relevant rights of the Investor vis-à-vis such Subsidiaries (including the Investor rights under Article 3.11 (Investor Protection Matters)).

11.7. **Foreign Corrupt Practices.** Neither the Company nor any of the Company's Directors, officers, employees or agents shall, directly or indirectly, make, offer, promise or authorize any payment or gift of any money or anything of value to or for the benefit of any "foreign official" (as such term is defined in the U.S. Foreign Corrupt Practices Act (the "**FCPA**")), foreign political party or official thereof or candidate for foreign political office for the purpose of (a) influencing any official act or decision of such official, party or candidate, (b) inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority or (c) securing any improper advantage, in the case of (a), (b) and (c) above in order to assist the Company or any of its Affiliates in obtaining or retaining business for or with, or directing business to, any person. The Company represents that it shall not, and shall not permit any of its Affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, any

official, in each case, in violation of the FCPA, the U.K. Bribery Act or Prevention of Corruption Act, 1988 ("**PCA**") or any other applicable anti-bribery or anti-corruption law. The Company further represents that it shall cease all of its activities, as well as remedy any actions taken by the Company or Affiliates, or any of their respective directors, officers, managers, employees, independent contractors, representative or agents in violation of the FCPA, the U.K. Bribery Act or the PCA or any other applicable anti-bribery or anti-corruption law. The Company further represents that it shall, and shall cause each of its Affiliates to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act or the PCA or any other applicable anti-bribery or anti-corruption law.

**11.8. Passive Foreign Investment Company.**

11.8.1. The Company shall not be, with respect to its taxable year during which the Closing Date occurs, a 'passive foreign investment company' within the meaning of Section 1297 of the Internal Revenue Code of 1986, as amended (or any successor thereto) ("**PFIC**") and does not anticipate becoming a PFIC at any time in the future. The Company shall use commercially reasonable efforts to avoid being a PFIC. In connection with a "Qualified Electing Fund" election made by the Investor pursuant to Section 1295 of the Internal Revenue Code of 1986, as amended (or any successor thereto) (the "**Code**"), or a "Protective Statement" filed by any of the Investor's Partners pursuant to Treasury Regulation Section 1.1295-3, as amended (or any successor thereto), the Company shall provide annual financial information to the Investor in the prescribed form as may be required under Applicable Law for the Company, and for each entity in which the Company owns an equity interest at any time during such year, as soon as reasonably practicable following the end of each taxable year of the Company (but in no event later than 60 (sixty) days following the end of each such taxable year), and shall provide the Investor with access to such other Company information as may be required for the purposes of filing United States federal income tax returns of the Investor's Partners in connection with such "Qualified Electing Fund" election or "Protective Statement". In the event that the Investor's Partner, who has made a "Qualified Electing Fund" election, must include in its gross income for a particular taxable year its pro rata share of the Company's earnings and profits pursuant to Section 1293 of the Code, as amended (or any successor thereto), the Company agrees, subject to Applicable Law, to make a dividend distribution to the Investor (no later than 60 (sixty) days following the end of the Investor's taxable year or, if later, 60 (sixty) days after the Company is informed by the Investor that its Partner has been required to recognize such an income inclusion) in an amount equal to 50% (fifty percent) of the amount that would be included by the Investor if it were a "United States person" as such term is defined in Section 7701(a)(30) of the U.S. Internal Revenue Code and

had the Investor made a valid and timely "Qualified Electing Fund" election which was applicable to such taxable year.

11.8.2. The Company shall take such actions, including making an election to be treated as a corporation or refraining from making an election to be treated as a partnership, as may be required to ensure that, at all times, the Company is treated as a corporation for United States federal income tax purposes.

11.8.3. The Company shall make due inquiry with its tax advisors (and shall co-operate with the Investor's tax advisors with respect to such inquiry) on at least an annual basis regarding whether the Investor's direct or indirect interest in the Company is subject to the reporting requirements of either or both of Sections 6038 and 6038B of the Code (and the Company shall duly inform the Investor of the results of such determination), and in the event that the Investor's direct or indirect interest in Company is determined by the Company's tax advisors or the Investor's tax advisors to be subject to the reporting requirements of either or both of Sections 6038 and 6038B of the Code, the Company agrees, upon a request from the Investor, to provide such information to the Investor, as may be necessary to fulfil the Investor's obligations thereunder.

11.8.4. For purposes of this Article 11.8, (a) the term "the Investor's Partners" shall mean the Investor and any direct or indirect equity owners of such partners; and (b) "Company" shall mean the Company and any of its Group Companies, other than Group Companies incorporated in the United States of America.

#### 11.9. **Controlled Foreign Corporation.**

11.9.1. The Company shall undertake due inquiry with its tax advisors on at least an annual basis regarding the Company's status as a "Controlled Foreign Corporation" ("**CFC**") as defined in the Code and regarding whether any portion of the Company's income is "Subpart F Income" (as defined in Section 952 of the Code). The Investor shall reasonably cooperate with the Company to provide information about itself and its Affiliates in order to enable the Company's tax advisors to determine the status of the Investor and/or any of its Affiliates as a "United States Shareholder" within the meaning of Section 951(b) of the Code. No later than sixty (60) days following the end of each taxable year of the Company, the Company shall provide the following information to the Investor: (a) the Company's capitalisation table as of the end of the last day of such taxable year, and (b) a report regarding the Company's status as a CFC. In addition, the Company shall provide the Investor with access to such other Company information as may be necessary for the Investor to determine the Company's status as a CFC and to determine whether the Investor or any of its Affiliates are required to report its pro rata portion of the Company's "Subpart F Income" on its United States federal income tax return, or to allow the Investor or its Affiliates

to otherwise comply with applicable United States federal income tax laws. Notwithstanding anything to the contrary contained in these Articles, the Company and the Shareholders shall not, without the prior written consent of the Investor, issue or transfer stock in the Company to any Person if following such issuance or transfer the Company, in the determination of counsel or accountants of the Investor, would be a CFC. In the event that the Company is determined by the Company's tax advisors, or by counsel or accountants for the Investor, to be a CFC, the Company agrees to use commercially reasonable efforts to avoid generating Subpart F Income.

11.9.2. The Company is not, and the Company will not be immediately after the Closing Date, a CFC, as defined in the U.S. Internal Revenue Code of 1986, as amended (or any successor thereto), with respect to the shares held by the Investor.

11.9.3. The Company: (a) has no plan to (and the Company has not engaged in any transactions to) complete the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership, and (b) the Company is not a "surrogate foreign corporation" within the meaning of Section 7874(a)(2)(B) of the U.S. Internal Revenue Code of 1986, as amended from time to time.

11.10. **Auditors.** The statutory auditor and internal auditor of the Company shall, at all times, be a Big 6 Firm or such other firm as may be approved by the Investor in accordance with Article 3.11 (Investor Protection Matters) (whose fees and expenses shall be to the account of the Company). The Company shall authorize and instruct the auditors to communicate directly with the Investor at any time regarding the Company's financial statements, accounts and operations. Any change and/or removal (including pursuant to resignation) of the statutory auditor and/or internal auditor of the Company prior to expiry of its tenure, shall be subject to compliance with Article 3.11 (Investor Protection Matters).

11.11. **Accounts.**

11.11.1. The books and records of the Company shall be kept in accordance with Indian AS or any other accounting standards as required under the Applicable Law. The Company shall make and keep books, records and accounts, in detail, that accurately and fairly reflect all of its transactions, disposition of its Assets and affairs and financial status of the Company.

11.11.2. The books and accounting records of the Company shall be kept at the registered office of the Company or at such other place, as the Board may deem fit and proper.

11.11.3. In the event the Company has submitted the audited financials of the Company for a financial year to the Investor for approval and has not received a consent or dissent from the Investor within 45 (forty-five) days thereof, the Company may place such audited accounts before the Board ("**Original BM**"). In the event that an Investor representative (whether Investor Director or Observer) does not attend such Original BM and has not provided its consent or dissent to such matter at or before such Original BM, the matter shall be adjourned to the next adjourned meeting of the Board ("**First Adjourned BM**"). In the event that an Investor representative (whether Investor Director or Observer) does not attend such First Adjourned BM and the Investor does not provide its consent or dissent to such matter at or before such First Adjourned BM, the matter shall be adjourned to the second adjourned meeting of the Board ("**Second Adjourned BM**"). In the event that an Investor representative (whether Investor Director or Observer) does not attend such Second Adjourned BM and the Investor does not provide its consent or dissent to such matter at or before such Second Adjourned BM, the Directors present at such Second Adjourned BM may pass a resolution in respect thereof. The agenda of any adjourned meeting(s) shall remain unchanged and shall be limited to only those matters expressly stated in the notice convening the original meeting. If a resolution is passed by the Board approving the audited financials of the Financial Year in compliance with this Article 11.11.3 (Accounts), the approval/consent of the Investor under Article 3.11 (Investor Protection Matters) shall not thereafter be required for approving the audited financials of such Financial Year.

11.12. **Compliances.** The Company shall, and Key Promoters shall take necessary steps to ensure that the Company shall, at all times:

11.12.1. be in compliance with Applicable Law in all material respects (including, but not limited to, Foreign Exchange Laws);

11.12.2. not be in material breach of any of its obligations under the licenses, registrations, permits and orders from Governmental Authorities;

11.12.3. consider the designation of any person or position in the Company as Key Managerial Personnel for the purposes of these Articles, which shall mutually be discussed and agreed between the Investor and Key Promoters, in view of the organisational structure and delegation of authorities to the officers of the Company at such time;

11.12.4. take reasonable steps, and enter into appropriate agreements with all employees. to protect the Company's intellectual property rights, including without limitation registering all its trademarks, brand names, patents and copyright; and



- 11.12.5. comply with all obligations under all material agreements and all material contracts to which the Company is a party and to which its Assets and operations are subject.
- 11.13. The Company shall, and the Key Promoters shall ensure that the Company shall, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the Improper Payment Laws.
- 11.14. The Company shall, and the Key Promoters shall ensure that the Company shall, conduct their business and operations in material compliance with all applicable financial record-keeping and reporting requirements and Anti-Money Laundering Laws. The Company shall, and the Key Promoters shall ensure that the Company shall, ensure that none of its Subsidiaries and JV Companies or Affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents are a Person with whom transactions are prohibited under any Anti-Money Laundering Law. The Company's and the Key Promoters' obligations under this Article 11.14, in relation to a JV Company, shall be limited to the extent of the rights (whether through shareholding, contractually or otherwise) available to the Company with respect to such JV Company.
- 11.15. The Company shall not, and the Key Promoters shall ensure that the Company shall not, permit any of its Subsidiaries and JV Companies, or Affiliates, or any of its or their respective directors, officers, managers, employees, representatives or agents to, directly or indirectly, use any proceeds received under the Transaction Documents or the proceeds of any offering, or lend, contribute or otherwise make available such proceeds to any Group Company, joint venture partner or other Person:
- 11.15.1. to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Economic Sanctions Law;
- 11.15.2. in any other manner that will result in a violation of Economic Sanctions Law by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise); or
- 11.15.3. in violation of any Anti-Money Laundering Laws or Economic Sanctions Law.
- Provided that, the Company's and the Key Promoters' obligations under this Article **Error! Reference source not found.**, in relation to a JV Company, shall be limited to the extent of the rights (whether through shareholding, contractually or otherwise) available to the Company with respect to such JV Company.
- 11.16. **Insurance.** The Company shall, and the Key Promoters shall ensure that the Company shall, maintain all forms of insurance cover which are mandatorily required to be

maintained for the operations and conduct of the Business: (a) under Applicable Law, (b) pursuant to any license or approval (whether from any Governmental Authority or any Person) obtained by the Company; (c) pursuant to any business contract; and (d) to provide adequate insurance cover with respect to the Assets of the Company and the Business (including its Proprietary Rights) in the manner consistent with the Company's past practise.

- 11.17. **Business Plan.** The Company shall and the Key Promoters shall ensure that the Company shall, make best efforts to duly comply with, the Business Plan adopted by the Board, provided that the above shall in no way dilute or prejudice the Investor's rights under Article 3.11 (Investor Protection Matters).

## **12. MISCELLANEOUS**

- 12.1. **Compliance Officer.** The Company shall appoint either an executive acceptable to the Investor, as the officer in charge of and responsible for compliance with all Applicable Law, rules and regulations ("**Compliance Officer**"). The Compliance Officer shall be considered the officer in default for all Applicable Law. The Company shall ensure that appropriate filings are made to record the appointment of the Compliance Officer within 30 (thirty) days of such appointment.

- 12.2. **Superior Rights.** Any rights proposed to be granted to any Person who proposes to invest in the Company at a future date, which are more favourable than the ones granted to the Investor under these Articles, shall be subject to prior written consent of the Investor. Without prejudice to the foregoing, in the event any Person who invests in the Company is offered rights, including those relating to voting, dividends, transfer of Shares, liquidation preference and further issues of Shares, that are more favourable than those available to the Investor under these Articles, the Company and the Key Promoters shall undertake all acts as may be necessary (including passing of appropriate corporate resolutions and executing appropriate documents) to ensure that the Investor is entitled to enjoy any and all such superior rights offered to such other Person.

### **12.3. Governing Law and Jurisdiction.**

12.3.1. These Articles shall be governed by and construed in accordance with the laws of India.

12.3.2. Subject to Article 12.4 (Dispute Resolution) below, the courts at Delhi shall have exclusive jurisdiction on the matters arising from or in connection with the provisions of the Agreement which are incorporated in these Articles, without regard to the principles of conflicts of laws.

### **12.4. Dispute Resolution.**

- 12.4.1. In the event of a dispute or difference, relating to, arising out of or in connection with any of the matters set out in these Articles, including any question regarding its existence, validity or termination ("**Dispute**"), the parties to the Dispute shall discuss in good faith to resolve the Dispute. In case the Dispute is not resolved and/or settled within 30 (thirty) days from the date of it first being notified by either party to the other, it shall be referred to arbitration in accordance with Articles 12.4.2 below.
- 12.4.2. All Disputes that have not been resolved and/or settled under Article 12.4.1 shall be referred to and finally be resolved by arbitration in accordance with the Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") in effect at the time of such arbitration, as amended from time to time, which rules are deemed to be incorporated by reference in this Article. The arbitration proceedings will be conducted and presided by an arbitral panel comprising 3 (three) arbitrators, of which 1 (one) each shall be nominated by the claimant and the defendant respectively, and the 2 (two) arbitrators so appointed shall jointly nominate the 3<sup>rd</sup> (third) arbitrator within 7 (seven) days of the appointment of the last of the 2 (two) arbitrators, failing which the 3<sup>rd</sup> (third) arbitrator shall be chosen in accordance with the SIAC Rules. No officer, director, shareholder, employee, representative or Relative of any Shareholder may be nominated or appointed as an arbitrator. The arbitration shall be conducted in English, and the seat of arbitration shall be Singapore and the venue for arbitration shall be New Delhi, India.
- 12.4.3. A Shareholder seeking to commence arbitration under this Article shall first serve a written notice, specifying the matter or matters to be so submitted to arbitration, on the other shareholders hereto.
- 12.4.4. All claims and counterclaims shall, to the extent such claims or counterclaims are known at the time any arbitration is commenced, be consolidated and determined in the same arbitration proceeding.
- 12.4.5. The arbitral panel shall reach and render a decision in writing with respect to the appropriate award to be rendered or remedy to be granted pursuant to the Dispute. The award passed by the arbitration panel shall be final and binding on the Shareholder parties.
- 12.4.6. The award rendered by the arbitral panel shall, in addition to dealing with the merits of the case, fix the costs of the arbitration and decide which of the parties thereto shall bear such costs or in what proportions such costs shall be borne by such Shareholder parties.
- 12.4.7. Nothing shall preclude any Shareholder from seeking interim or permanent equitable or injunctive relief, or both, from the competent courts, having jurisdiction to grant relief on any Disputes or differences arising from these Articles. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Shareholders to pursue any remedy (including for monetary damages) through the arbitration described in this Article 12.4.
- 12.4.8. To the extent practical, decisions of the arbitration panel shall be rendered no more than 90 (ninety) days following commencement of proceedings with respect thereto.
- 12.4.9. The Shareholders hereby expressly agree and confirm that the provisions of the (Indian) Arbitration and Conciliation Act, 1996 under sections 9, 27, 37(1)(b) and 37(3) of the (Indian) Arbitration and Conciliation Act, 1996, shall be applicable, and

for such purpose the courts of Delhi, India shall have exclusive jurisdiction. For avoidance of doubt, it is clarified that section 34 of the (Indian) Arbitration and Conciliation Act, 1996 shall not be applicable to any awards under these Articles.

12.5. **Waivers, Delays or Omissions.** No delay or omission in exercise of any right, power or remedy accruing to any Shareholder, upon any breach or default of any other Shareholder under these Articles, shall impair any such right, power or remedy of any Shareholder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default whenever occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Shareholder of any breach or default under these Articles or any waiver on the part of any Shareholder of any provisions or conditions of these Articles, must be in writing and shall be effective only to the extent specifically set forth in such writing.

12.6. **Severability.**

12.6.1. If any provision of these Articles is held to be illegal, invalid, or unenforceable under any present or future Applicable Law (a) such provision or part thereof shall be fully severable; and (b) the remaining provisions of these Articles shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from to the extent permissible under Applicable Law.

12.6.2. Without prejudice to the foregoing, the Shareholders hereto shall mutually agree to alternate legal valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision or part thereof as may be possible.

12.6.3. Provided however, that, pursuant to any further change in the Applicable Law, if the provisions referred to above become valid and enforceable once again, such provisions would stand renewed and be effective to their original extent, as if they had not been invalid or unenforceable at any time.

## SCHEDULE 1

### DETAILS OF THE PROMOTER GROUP

#### PART A KEY PROMOTERS

S. No.	Name	PAN	Information for Notices
1.	Abhishek Kapoor	AREPK3455C	<b>Address:</b> 117/H-1/197 Pandu Nagar Kanpur India-208005 <b>E-mail:</b> abhishek@regencyhealthcare.in
2.	Dr. Atul Kapoor	AEKPK0867M	<b>Address:</b> 117/H-1/197 Pandu Nagar Kanpur India-208005 <b>E-mail:</b> atulkapoor@regencyhealthcare.in
3.	Dr. Rashmi Kapoor	AEKPK0868E	<b>Address:</b> 117/H-1/197 Pandu Nagar Kanpur India-208005 <b>E-mail:</b> rashmikapoor@regencyhealthcare.in

#### PART B OTHER PROMOTERS

S. No.	Name	PAN	Information for Notices
1.	Arun Kapoor	AEHPK1600F	<b>Address:</b> 117/H-1/197, Pandu Nagar Kanpur 208005 Uttar Pradesh, India. <b>E-mail:</b> arunkapoor@regencyhealthcare.in
2.	Soni Kapoor	ADRPK7796B	<b>Address:</b> 117/H-1/197, Pandu Nagar Kanpur 208005 Uttar Pradesh, India. <b>E-mail:</b> sonikapoor@regencyhealthcare.in
3.	Atul Kapoor HUF	AAJHA0141D	<b>Address:</b> 117/H-1/197, Pandu Nagar Kanpur 208005 Uttar Pradesh, India. <b>E-mail:</b> atulkapoor@regencyhealthcare.in

S. No.	Name	PAN	Information for Notices
4.	Arun Kapoor HUF	AAHHA6539F	<b>Address:</b> 117/H-1/197, Pandu Nagar Kanpur 208005 Uttar Pradesh, India. <b>E-mail:</b> arunkapoor@regencyhealthcare.in
5.	Arun Akshat Kapoor HUF	AAHHA6418H	<b>Address:</b> 117/H-1/197, Pandu Nagar Kanpur 208005 Uttar Pradesh, India. <b>E-mail:</b> arunkapoor@regencyhealthcare.in



### **SCHEDULE 3**

#### **INVESTOR PROTECTION MATTERS**

1. Amend, modify, alter or repeal the Memorandum and/or the Articles;
2. Any changes, re-classification or modification to the terms of any Shares, including any rights, preferences, privileges attached to such Shares including changing the designations, powers, rights, preferences or privileges, or the qualifications, limitations or restrictions of the Investor Securities;
3. Authorize or undertake any change, increase, decrease, cancellation or other alteration or modification in the authorized, subscribed, issued or paid-up share capital of the Company, including by way of issuance of Dilution Instruments (whether by way of rights issue or otherwise), creation of new classes of Shares, reclassification of Shares, redemption or reduction or buy-back or repurchase of any Shares or debt restructuring involving issuance of Shares, save and except any change, increase, or modification in the authorized, subscribed, issued or paid-up share capital of the Company as may be required for conversion of the Investor Securities as per the terms set out in Schedule 4 of these Articles;
4. Any change in the nature of Business undertaken by the Company as of the Closing Date and/or commencement by the Company of any business that is not envisaged under the Business Plan, including through any transaction involving the sale or merger or demerger or restructuring or reorganization of the Company, any undertaking of the Company with another company or otherwise including by way of:
  - (i) any reorganization, amalgamation, merger, consolidation, reconstitution, reconstruction, recapitalization, restructuring or similar transaction involving the Company;
  - (ii) acquisition of a new business;
  - (iii) divestment or sale of or disposing off any Assets (including Proprietary Rights) of, or in any other way proposing to dispose, any Assets or undertaking of the Company, other than in the Ordinary Course Of Business;
  - (iv) cessation, closing down, splitting up, spin-off or demerger of the existing Business or undertaking of the Company;
  - (v) consolidating, dividing, merging, demerging or reorganizing any divisions of the Company; or



- (vi) creating/divesting/dissolving any joint ventures/subsidiaries;
- 5. Change the status of Company from a public unlisted company to a private limited company (or vice versa);
- 6. Approve or amend (including any modification, alteration, revision, amendment or deviations of more than 10% (Ten percent)) of the headline numbers of the Business Plan and the annual budget of the Company;
- 7. Subject to Article 11.11.3, approve or finalize the annual accounts and financial statements of the Company including, without limitation, the balance sheets, profit and loss statement;
- 8. Adoption or effect any changes to financial or accounting or tax policies and/or practices or the Financial Year of the Company, except as required under the Applicable Law;
- 9. Any non-compete arrangement (by whatever name called), not contemplated under the Business Plan;
- 10. Enter, amend, or terminate any agreements or commitments for acquisitions of any interest in any other company or body corporate or entity (whether by way of share purchase or purchase of any other securities, business transfer, slump sale, merger, amalgamation, asset purchase or any other mode of acquiring a business or otherwise), other than as approved under the Business Plan;
- 11. Any action resulting in or creating or changing off-balance sheet liability structure;
- 12. (i) any appointment of auditor (including statutory and internal auditors) of the Company, who is not a Big 6 Firm; and/or (ii) any removal and/or replacement (including pursuant to resignation) of the auditors (including statutory and internal auditors) of the Company, prior to expiry of its tenure;
- 13. Appointment or removal of an Independent Director;
- 14. Authorize or undertake any of the Liquidation Events;
- 15. Decisions with respect to any Exit Rights as set out in Article 7.1 and Article 7.2,
- 16. Incur, directly or indirectly, any Indebtedness in excess of INR 100,000,000 (Indian Rupees One Hundred Million only), issuance or discharge of any Indebtedness in excess of INR 100,000,000 (Indian Rupees One Hundred Million only) or any early repayment of such Indebtedness or entering into any compromise with the creditors with regard to

such Indebtedness;

17. Authorize, commit or extend any financial assistance or advance to any (i) member of the Promoter Group, Key Managerial Personnel, any other Shareholder, any Related Party or any Key Promoter Directors, and/or their respective Affiliates, in excess of INR 3,000,000 (Indian Rupees Three Million only) individually, or INR 10,000,000 (Indian Rupees Ten Million only) collectively in a Financial Year; and (ii) employees (other than those stated under (i) above) and non-Key Promoter Directors, and/or their respective Affiliates, in excess of INR 1,500,000 (Indian Rupees One Million Five Hundred Thousand only) individually, or INR 10,000,000 (Indian Rupees Ten Million only) collectively in a Financial Year;
18. Approve or authorize the waiver of any advances/financial assistance or any interest thereof provided to any Person(s) stated in paragraph 17 or to any Affiliate of such Person;
19. Giving of any guarantee or comfort letter by the Company to any Person, other than: (i) as contemplated under the Transaction Documents; or (ii) giving any guarantee in the Ordinary Course of Business but not exceeding INR 100,000,000 (Indian Rupees One Hundred Million only);
20. Enter into any hedging or derivative transactions or like transactions;
21. The sale, transfer or assignment or, or creation of any Encumbrance on any Proprietary Rights (including those relating to copyrights, trademarks, patents and designs) of the Company;
22. Changing the name or the trademark, brand, trade name, business name under which the Company operates in normal course;
23. Adopt, amend or revise the dividend policy or declare or make any distributions/dividends, interim or otherwise, or making any other distribution of profits or commissions or capital to Shareholders, or directors, or capitalization of reserves;
24. Purchase of any real estate property in India or abroad or taking on lease any real estate property where: (a) the annual lease rental for such real property is in excess of INR 7,00,00,000 (Indian Rupees Seventy Million only); or (b) the lease period for the real property is in excess of 10 (ten) years;
25. Entering into, varying or terminating any Material Agreement, other than in the Ordinary Course of Business;

For the purpose of this paragraph a “**Material Agreement**” shall mean any contract (or

group of related / inter-connected contracts) entered into by the Company that: (i) involves an aggregate payment or commitment by or on the Company or involves services, products or other assets having an aggregate value in excess of INR 40,000,000 (Indian Rupees Forty Million only); and/or (ii) contains any change of Control provisions as regards the Company;

26. Increase or decrease the size or change the composition of the Board, committee or sub-committee of the Board and assignment of the power of the Board to any Person, committee or sub-committee, other than as set out in these Articles;
27. Nominate, appoint, remove, change (including changes in their terms of employment or remuneration, including bonuses), or terminate the employment agreement of any Key Promoters, Key Managerial Personnel and/ or Independent Directors other than: (i) annual revisions resulting in increase (up to 12% (twelve percent) of the previous year's compensation) in compensation pursuant to an annual appraisal exercise, and/or (ii) changes mandated under Applicable Law;
28. Adopt, create, alter, amend or revise any share vesting plan, stock option plan, stock appreciation plan, phantom plan or other similar plan by whatever name called, or grant or issue of any options, stocks, shares or phantom stocks under such plan constituting more than 1% (one percent) of the shareholding of the Company (on a Fully Diluted Basis) including any changes to the strike/ exercise price in relation to the same, and cancellation, redemption or buy back of unvested options;
29. Except as set out in **Annexure A** to this **SCHEDULE 6** of the Agreement, enter into, amend or renew any agreement, arrangement or transaction with any Related Party, including transactions with the Key Promoter Directors, Promoter Group and their respective Affiliates/ Relatives;
30. Effecting, instituting or initiating any material settlement, instigation, defense, settlement, legal proceedings or withdrawal of any of any suit arbitration, proceeding, complaints, before any court, tribunal, authority or any other Governmental Authority in excess of INR 15,000,000 (Indian Rupees Fifteen Million only); and
31. Any commitment or agreement to do or delegation of power to do any or the above matters by the Company.

Any of the above-mentioned actions carried out for/by a Subsidiary and a JV Company (to the extent where such JV Company requires the consent, affirmative vote or action of the Company for taking such aforesaid action). Further, all references to the "Company" in these Investor Protection Matters shall be deemed to include a reference to each Subsidiary and a JV Company (to the extent where the JV Company requires the consent, affirmative vote or action of the Company for taking such aforesaid action).





## SCHEDULE 3

### BROAD BASED WEIGHTED AVERAGE VALUATION PROTECTION

#### 1. Definitions

For the purposes of this **SCHEDULE 3** and unless the context requires a different meaning, the following terms have the meanings indicated.

- (a) **"Issue Date"** shall have the meaning ascribed to it in Paragraph 2(a)(ii) of this Schedule.
- (b) **"Issue Price"** shall mean Subscription Shares Price in case of Subscription Shares, as may be adjusted from time to time.
- (c) **"Lowest Permissible Price"** shall, in relation to the holder of Subscription Shares, mean the lowest possible price at which a Share may be issued to/acquired by the holder of Subscription Shares in accordance with Applicable Law.
- (d) **"New Issue Price"** shall mean, in relation to a Dilution Instrument, the price per Dilution Instrument be computed as equal to: (x) the total sum paid for such Dilution Instruments plus any additional consideration payable (without regard to any anti-dilution adjustments) upon the conversion, exchange or exercise of such Dilution Instruments, divided by (y) the number of Shares initially underlying such Dilution Instruments.

#### 2. Non-Dilution Protection

- (a) **Issuance below Issue Price.**
  - (i) **New Issues.** If the Company shall at any time, or from time to time, issue Dilution Instruments at a New Issue Price that is less than the relevant Issue Price, other than by way of an Exempted Issuance, the Company will take necessary measures as detailed in Paragraph 4 below to enable the holders of the Subscription Shares to maintain their shareholding of Shares (on a As If Converted Basis) in accordance with Paragraph 2(a)(iii) of this Schedule ("**Anti-Dilution Issuance**").
  - (ii) **Timing for New Issues.** Such Anti-Dilution Issuance shall be made whenever such Dilution Instruments are issued in accordance with Paragraph 2(a)(i) of this Schedule on the date of such issuance (the **"Issue Date"**); provided however that, the determination as to whether

an Anti-Dilution Issuance is required to be made pursuant to this Paragraph 2(a) of this Schedule shall be made immediately or simultaneously upon the issuance of such Dilution Instruments, and not upon the subsequent issuance of any security into which the Dilution Instruments convert, exchange or may be exercised.

- (iii) **Anti-Dilution Issuance.** If an Anti-Dilution Issuance is to be undertaken pursuant to an occurrence of any event described in Paragraph 2(a)(i) of this Schedule, the conversion price shall be adjusted in accordance with the following formula:

$$\text{NCP} = (\text{P1}) \times \frac{(\text{Q1}) + (\text{Q2})}{(\text{Q1}) + (\text{R})}$$

For the purposes of this Paragraph, "**NCP**" is the new purchase price;

"**P1**" is the Issue Price;

"**Q1**" means the number of Equity Shares Outstanding immediately prior to the new issue;

"**Q2**" means such number of Equity Shares that the aggregate consideration received by the Company for such issuance would purchase at Issue Price;

"**R**" means the number of Equity Shares issuable / issued upon conversion of the Dilution Instruments being issued.

For purposes of this condition, the term "**Equity Shares Outstanding**" shall mean the aggregate number of Equity Shares then outstanding (assuming for this purpose the exercise and/or conversion of all then-outstanding securities exercisable for and/or convertible into Equity Shares (including without limitation the conversion of all Preference Shares)).

- (iv) To the extent that the holders of the Subscription Shares hold Equity Shares, this anti-dilution mechanism shall be accomplished as far as is possible under Applicable Law by an adjustment to the conversion price of the Subscription Shares determined in accordance with **SCHEDULE 4** of these Articles, and thereafter by issuing such number of Equity Shares to the holders of the Subscription Shares at the lowest price permissible under Applicable Law, so as to give full effect to the broad based weighted average anti-dilution rights per the formula set out above.

**3. Reorganization, Reclassification:** In case of any reconstruction or consolidation of

the Company or any capital reorganization, reclassification or other change of outstanding Shares or if the Company declares a distribution (other than dividend for cash) on its Equity Shares or the Company authorizes the granting to the holders of its Equity Shares rights or warrants to subscribe for or purchase any Equity Shares of any class or of any other rights or warrants; or upon occurrence of any other similar transaction (each, a **"Transaction"**):

- (a) then the Company shall mail to each holder of Subscription Shares at such holder's address (as it appears on the books of the Company), as promptly as possible but in any event at least 20 (twenty) days prior to the applicable date hereinafter specified, a Notice stating the date on which a record is to be taken for the purpose of such dividend, distribution or granting of rights or warrants or, if a record is not to be taken, the date as of which the holders of Equity Shares of record to be entitled to such dividend, distribution or granting of rights or warrants are to be determined. Notwithstanding the foregoing, in the case of any event to which this Paragraph is applicable, the Company shall also deliver the certificate described in Paragraph 3(b) below to each holder of Subscription Shares at least 10 (ten) Business Days prior to effecting such reorganization or reclassification as aforesaid.
- (b) the Company shall execute and deliver to each holder of Subscription Shares at least 7 (seven) Business Days prior to effecting such Transaction a certificate, signed by (i) the chief executive officer of the Company and (ii) the chief financial officer of the Company, stating that the holder of each Subscription Shares have the right to receive in such Transaction, in exchange for each such Subscription Shares, a security identical to (and not less favourable than) each such security and no less favourable than any security offered to any Shareholder for or in relation to that Transaction, and provision shall be made therefor in the agreement, if any, relating to such Transaction.

- 4. Mode of Giving Effect to Valuation Protection:** In the event adjustment of the conversion ratio or conversion price of the Subscription Shares in the manner detailed in Paragraph 2 above results in the Issue Price going below minimum price permitted under Applicable Law or if Subscription Shares have been converted into Equity Shares, then such holders of Equity Shares (pursuant to conversion of Subscription Shares) shall, in lieu of adjustment to Issue Price, have the option to require to Company do any of the following: (a) Transfer of Shares held by the Key Promoters to the holders of Subscription Shares at lowest price permissible under Applicable Law; (b) buy back of Shares held by Key Promoters; (c) reduce the sale proceeds receivable by the Key Promoters; (d) issue of additional Shares to the holders of Subscription Shares at the Lowest Permissible Price; or (e) take such measures as may be necessary to give effect to the provisions of this Schedule.



## 5. Compliance with and Effectiveness of this Schedule

- (a) **Waiver.** If a Shareholder (other than the holders of Subscription Shares) is entitled under any contract, requirement of Applicable Law or otherwise to participate in relation to any issue of Shares to the holders of Subscription Shares under this Schedule, then such Shareholder hereby waives all such rights and, to the extent it cannot waive such rights it agrees and undertakes not to exercise them.
- (b) **Ensuring Economic Effect.** If, for any reason, any part of this Schedule is not fully effected as a result of any change in Applicable Law (including a change in Applicable Law that affects the price at which the holders of Subscription Shares may sell or be issued Shares) then each Shareholder and the Company shall each use its best efforts to take all such actions (by corporate, director or shareholder action) as may be necessary to provide to the holders of Subscription Shares the same economic benefits as are contemplated by this Schedule.
- (c) **Change in Applicable Law.** If there is a change in any Applicable Law that makes it possible to implement any part of this Schedule so as to confer the economic benefits on the holders of Subscription Shares that are contemplated by this Schedule in a more effective manner, then each Shareholder (other than the holders of Subscription Shares) and the Company shall co-operate and use its best efforts to implement this Schedule in that more effective manner.
- (d) **Material Breach of this Schedule.** If a Shareholder (other than a holder of Subscription Shares) breaches a provision of this Schedule or acts or omits to act in a particular manner and, as a result of such breach, act or omission, the holders of Subscription Shares are unable to be issued the number and percentage of Equity Shares or Equity Shares at a price contemplated by this Schedule, then that Shareholder is deemed to have committed a material breach of this Schedule.
- (e) **Currency Exchange.** If, in calculating a price or any other amount under this Schedule, the relevant variables for that calculation are expressed in different currencies, then all such variables for the purposes of that calculation shall be converted to INR.

## **SCHEDULE 4**

### **TERMS OF ISSUANCE**

#### **Subscription Shares**

The Subscription Shares are issued with the following characteristics, including certain rights vested in the holders of Subscription Shares which are in addition to, and without prejudice to, the other rights of the holders of Subscription Shares set out in the Transaction Documents and under Applicable Laws.

1. **Equity Shares.** The number of Equity Shares to be issued to the holders of the Subscription Shares upon conversion shall, subject to the other terms and conditions set forth in the Agreement, be as set out in Paragraph 3 below.
2. **Dividends.** The Subscription Shares shall carry a pre-determined cumulative dividend rate of 0.01% (zero point zero one percent) per annum on an As If Converted Basis. In addition to the same, if the holders of Equity Shares are paid dividend in excess of 0.01% (zero point zero one percent) per annum, the holders of the Subscription Shares shall be entitled to dividend at such higher rate. The dividend shall be payable, subject to cash flow solvency, in the event the Board declares any dividend for the relevant year and shall be paid to the holders of Subscription Shares in priority to other classes of Shares.
3. **Conversion.**
  - (a) The holders of the Subscription Shares may convert the Subscription Shares in whole or part into Equity Shares at any time before 19 (nineteen) years from the date of issuance of the same subject to the adjustments provided in Paragraph 4, Paragraph 5 and Paragraph 6 of this **SCHEDULE 4** of these Articles and other terms and conditions of these Articles. In the event the conversion of Subscription Shares entitles the holder of Subscription Shares to any fraction of an Equity Share, then such fraction shall be rounded up to the nearest whole number.
  - (b) The holders of Subscription Shares shall, at any time, be entitled to call upon the Company to convert all or any of the Subscription Shares by issuing a Notice to the Company accompanied by a share certificate representing the Subscription Shares (where such Shares are in physical form) sought to be converted. Immediately, and no later than 7 (seven) days from the receipt of such Notice, the Company shall issue Equity Shares in respect of the Subscription Shares sought to be converted. The record date of conversion of the Subscription Shares shall be deemed to be the date on which the holder of such Subscription Shares issues a Notice of conversion to the Company. The Subscription Shares, or any

of them, if not converted earlier, shall automatically convert into Equity Shares at then applicable conversion rate, (i) on latest permissible date prior to the issue of Shares to the public in connection with the occurrence of a Public Offer under Applicable Law, or (ii) on the day following the completion of 19 (nineteen) years from the date of issuance of the same.

- (c) Subject to the adjustments provided in Paragraph 4 Paragraph 5 and Paragraph 6 of this **SCHEDULE 4** of these Articles, each Subscription Shares shall convert into such number of Equity Shares that is equal to the Subscription Shares Price (as may be adjusted from time to time) divided by the conversion price. The initial conversion price of Subscription Shares shall be Subscription Shares Price. No fractional Shares shall be issued upon conversion of Subscription Shares, and the number of Equity Shares to be issued shall be rounded up to the nearest whole number.

- 4. **Valuation Protection.** If the Company offers any Dilution Instruments to a new investor or a Third Party after the Closing Date, at a price less than then effective conversion price of the Subscription Shares ("**Dilutive Issuance**") then the holders of Subscription Shares shall be entitled to a broad based weighted-average basis anti-dilution protection as provided for in **SCHEDULE 3** of these Articles. In such an event, the Company and the Key Promoters shall be bound to cooperate with the holders of Subscription Shares and the Company, such that the Company forthwith takes all necessary steps as detailed in **SCHEDULE 3** of these Articles. The Company shall Notify the holders of Subscription Shares of the impact of the Dilutive Issuance prior to such issuance and obtain confirmation from them that the same conforms to these terms of issue.

5. **Adjustments.**

- (a) If, whilst any Subscription Shares remain capable of being converted into Equity Shares, the Company splits, sub-divides (stock split) or consolidates (reverse stock split) the Equity Shares into a different number of securities of the same class, the number of Equity Shares issuable upon a conversion of the Subscription Shares shall, subject to Applicable Law and receipt of requisite approvals, be proportionately increased in the case of a split or sub-division (stock split), and likewise, the number of Equity Shares issuable upon a conversion of the Subscription Shares shall be proportionately decreased in the case of a consolidation (reverse stock split).
- (b) If, whilst any Subscription Shares remain capable of being converted into Equity Shares, the Company makes or issues a dividend or other distribution of Equity Shares to the holders of Equity Shares then the number of Equity Shares to be issued on any subsequent conversion of Subscription Shares shall, subject to Applicable Law and receipt of requisite approvals, be increased proportionately

and without payment of additional consideration therefor by the holders of Subscription Shares.

- (c) If the Company, by re-classification or conversion of Shares or otherwise, changes any of the Equity Shares into the same or a different number of Shares of any other class or classes, the right to convert the Subscription Shares into Equity Shares shall thereafter represent the right to acquire such number and kind of Shares as would have been issuable as the result of such change with respect to the Equity Shares that were subject to the conversion rights of the holder of Subscription Shares immediately prior to the record date of such re-classification or conversion.
  - (d) The holders of Subscription Shares shall be entitled to the cumulative benefit of all adjustments referred to herein.
- 6. **Liquidation Preference.** In any Liquidation Event, subject to Applicable Law, holders of Subscription Shares shall have a preference over the other Shareholders of the Company, as provided in Article 9 (Liquidation Preference).
- 7. **Registration rights.** The holders of Subscription Shares shall receive typical and customary registration rights, where available, in all global market(s) where the Company lists the Shares. Termination of the Transaction Documents shall not affect the obligation of the Company to provide registration rights to the holders of Subscription Shares.
- 8. **Meeting and voting rights.** The holders of Subscription Shares shall be entitled to receive notice of, attend meetings and vote (on an As If Converted Basis) on all matters that are submitted to the vote of the Shareholders of the Company (including the holders of Equity Shares). The Investor has agreed to subscribe to the Subscription Shares, on the basis that the Investor will be able to exercise voting rights on the Subscription Shares, as if the same were converted into Equity Shares. The Subscription Share shall entitle the holder to the number of votes equal to the number of whole or fractional Equity Shares into which such the Subscription Share could then be converted in accordance with Paragraph 3 of this **SCHEDULE 4**. To this effect, so long as Applicable Law does not permit the holders of Preference Shares to exercise voting rights on all Shareholder matters submitted to the vote of the Shareholders of the Company (including the holders of Equity Shares), then until the conversion of all Subscription Shares into Equity Shares, the Key Promoters shall vote in accordance with the instructions of the Investor at a general meeting or provide proxies without instructions to the Investor for the purposes of a general meeting, in respect of such number of Equity Shares held by each of them such that a relevant percentage ("**Relevant Percentage**") of the Equity Shares of the Company are voted on in the manner required by the Investor. For the purposes of this paragraph, the Relevant Percentage in relation to the Investor shall be equal to the percentage of Equity Shares in the Company that the Investor would hold if

the Investor was to elect to convert the Subscription Shares into Equity Shares in accordance with Paragraph 3 of this **SCHEDULE 4**. Notwithstanding the foregoing, the holders of Subscription Shares shall at all times be entitled to vote on all such matters which affect their rights directly or indirectly.

9. **Amendment of Terms.** (a) Any amendment of the terms of Subscription Shares (including Article 9 (Liquidation Preference)); or (b) waiver of any rights; that would adversely affect the rights of the holders of Subscription Shares contained in this **SCHEDULE 4** (including Paragraph 6 (Liquidation Preference)) shall require the consent of the holders of Subscription Shares. Without prejudice to the foregoing, the issuance of any Dilution Instruments by the Company which are of a different series or class but have rights pari passu to the rights of the Subscription Shares (including liquidation preference) shall not be considered as an amendment to the terms of issuance of the Subscription Shares and the approval of the holders of Subscription Shares, in accordance with this Paragraph, will not be required for such issuance or for undertaking any consequential amendments to the terms of the Subscription Shares.

No.	Name, Address, Descriptions and Occupation of each Subscribers	Witnesses(along with Name, Address Description and Occupations)
1.	<b>SHRI A.R. KAPOOR</b> S/o LateSriramKapoor L-117/380.NaveenNagar, Kanpur (Industrial)	<p>do hereby witness the signature of all the subscribers</p> <p>Sd/-</p> <p><b>RAVINDRA NATH DHNIGRA</b> S/o Shri J.K. Dhingra 17/14 The Mall, Kanpur Chartered Accountant (Practice)</p>
2.	<b>SMT. ASHA KAPOOR</b> W/o Shri A.A.Kapoor L-117/380,NaveenNagar, Kanpur (Housewife)	
3.	<b>DR. ATUL KAPOOR</b> S/o Shri A.R. Kapoor L-117/380,NaveenNagar, Kanpur (Doctor)	
4.	<b>DR. (SMT.) RASHMI KAPOOR</b> W/o Dr. Atul Kapoor L-117/380, NaveenNagar, Kanpur (Doctor)	
5.	<b>SHRI ARUN KAPOOR</b> S/o Shri A.R. Kapoor L-117/380, NaveenNagar, Kanpur (Industrialist)	
6.	<b>SHRIANILKUMAR KHEMKA</b> S/o Shri V.N. Khemka 31, Factory Area, Kanpur - 2080012 (Business)	
7.	<b>DR. RAJ SHEKHAR GUPTA</b> S/o Shri H.C. Gupta CiVil Lines, Moradabad (Doctor)	

**Place: Kanpur**

**Dated this : 30th day of April 1987**