

**COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF  
THYROCARE TECHNOLOGIES LIMITED**

- I. The Name of the Company is **THYROCARE TECHNOLOGIES LIMITED**.
- II. The registered office of the company will be situated in the state of Maharashtra.
- III. The objects for which the Company is established are.

**(A) MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:**

1. To carry on the business of setting up Hospitals, Clinics, Diagnosis Center for Thyroid Disorders and for Teaching, Training and Imparting practical knowledge in diagnostics and pathology and conducting specialty clinics, by appointing medical and paramedical professionals for diagnosis and therapy of various health care aspects in particular Thyrocare, thyroid disorders.
- 1A. To promote, set-up, develop, construct, fabricate, organize, co-ordinate, support, assist, run, carryout, take/give, purchase, sell , acquire, distribute, transfer, hire, lease, use, dispose off , import, export, license, revoke, assemble, record, maintain, repair, recondition, work, alter, convert, improve, procure, install, analyze, integrate, enhance, modify, test, enter into contracts, agreements, business deals, operate and establish in India or abroad, either on its own or through joint ventures or to act as a consultant, agent, broker, franchiser/(ee) , job worker, representative, adviser or otherwise to provide end-to-end web hosting, web designing, web advertising, web intelligence, web management , Internet Service ,network security solutions, extranet application service ,facilities for electronic commerce, electronic governance, public key infrastructure(PKI) solution including verification of signatures on internet i.e. digital verification of signatures, Digital Certificate, Web server Certificate, Object Certificate, customized Public Key Information(PKI) and to provide facilities for all branches of Computer and Management Science and Technologies; to deal in all kinds of computer software, hardware and systems, LAN/ WAN, Network machinery and equipment dealing with receipt, storage and transfer of multimedia like data, graphics, audio and video, establish Internet or data center facilities, services and applications and establish and carryout all such related activities and services that may be necessary, ancillary and incidental thereto and/or can conveniently be carried out.

**(B) OBJECT INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OP MAIN OBJECTS:**

2. To carry on the business in teaching, training, demonstrating, and imparting, theoretical and practical knowledge in diagnostic, pharmaceutical, pathological, chemical and medical concepts, producers and products by way of conducting seminars, workshops, conferences, class room lectures/ teaching program's, printing and publishing.
3. To carry on the business in India and elsewhere of running health care services, clinics, hospitals, nursing homes, blood banks, pathology laboratories, clinical chemistry laboratories, analytical laboratories, diagnostic services, therapy homes and quality control services and to manufacture, market, import, export and trade all kinds of bio-chemicals, laboratory chemicals, organic, inorganic, chemicals, drugs, surgical and scientific, instruments, pesticides, insecticides, drugs, pharmaceuticals, perfumes.

4. To carry on the business of undertaking or arranging for the writing and publication of book, treatises, pictorials, magazines, journals, booklets of pamphlets and such other things and articles on objects relating to trade, commerce, industry, banking, insurance, investment, taxation, finance, accountancy, economics, law education, agriculture, medicine, entertainment, science, encyclopedias and other literatures of works.
5. To enter into make and perform contracts of every kind and description, agreements and arrangements with any person, firm, association, company, corporation, municipality, country state or government thereof.
6. To purchase, take on lease or license or hire or otherwise any real and or personal property and any rights or privileges which the company may think necessary or convenient for the purposes of its business or may enhance the value of any other property and, in particular, any land (freehold, leasehold or other tenure) building, easement, machinery, plant and stock in trade and on any such lands to erect buildings, factories, sheds, godowns or other structures for the works and purposes of the company and also for the residence and amenity of its directors, employees, staff and other workers and erect and install plant and machinery and other equipment's deemed necessary or convenient or profitable for the purpose of the company and either to retain any property to be acquired for the purposes of the company's business or to turn the same to account as may seem expedient.
7. To acquire from any person, firm, body corporate or any government whether in India or elsewhere copy rights, technical information, know-how, processes, engineering manufacturing and operating data, plans, layouts, and blue prints useful for the design erection and operation of plant required for the business of the company and to acquire any grant or license and other rights and benefits in the foregoing matters and things and to train or pay for the training in India or abroad for any of the company's directors, employees or any candidate in the interest of or for furtherance of the company's objects.
8. To subscribe, contribute or otherwise to assist or guarantee monies for any national charitable, benevolent or public objects.
9. To draw, make, accept endorse, discount negotiate, execute, and issue, and to buy, sell and deal with bills of exchange, promissory notes, and other negotiable, or transferable instruments, provided that the Company shall not carry on any banking operations within the meaning of Banking Regulation Act.
10. To insure with any company, statutory body, authority, government or other person against losses, damages, risks and liabilities, of any kind which may affect the Company either wholly or partly, and if thought fit, to effect any such insurance by joining or becoming members of any mutual insurance protection or indemnity association, federation or society and to accept any such insurance or any part thereof, for the account of the Company.
11. To borrow, receive or raise monies and secure and discharge any debt or obligation or binding on the company in such manner as may be thought fit and in particular by mortgages of the undertaking and all or any of the immovable and movable property (present or future) and the uncalled capital of the Company or by the creation and issue, on such terms as may be thought expedient of debentures or debenture-stock perpetual or otherwise or other securities of any description subject to the provision of Section 58A of the companies Act 1956 and directives or Reserve Bank of India.

12. To employ experts to investigate and examine into the condition, management prospects, value, character and circumstances of any assets, property or rights.
13. To construct acquire, establish, provide, maintain, and administer accommodation of all descriptions in connection with the business of the Company.
14. To undertake and execute any trusts for the benefit of employees and also to undertake and execute the offices of executor of the will of any deceased person, trustees for debenture holders or debenture stockholders of any company and to appoint trustees to hold securities on behalf and to protect the interests of the Company.
15. To open current and/or other accounts with any banks to pay money in to and draw money from such accounts.
16. To amalgamate or get amalgamated, wholly, with any company incorporated under the law relating to the incorporation and administration of companies in India on the basis of scheme of amalgamation as may be considered fit and expedient and /or enter into partnership or make any arrangement for sharing profits, union of interests, co-operation, joint venture or reciprocal concessions or for limiting competition with any individual, person or company having similar objects.
17. To enter into any arrangements with any government or authorities that may seem conducive to the attainment of the company's objects or any of them and to obtain from any such government or authority, any rights, privileges, licenses and concessions, which the Company may consider necessary or desirable to obtain and to carry out, exercise, use or comply with any such arrangements, rights, privileges or concessions.
18. To distribute any of the Company's property among the members in specie in the event of winding-up subject to the provisions of the Companies Act, 1956.
19. To form, promote, subsidize, organise and assist or aid in forming, promoting, subsidising, organising, or aiding companies having similar objects or partnerships of all kinds for the purpose of acquiring and undertaking any property and liabilities of this Company.
20. To acquire, purchase, take over and/or amalgamate business of the Companies, firms, which under existing circumstances, from time to time may conveniently or advantageously be combined with the business of the Company to amalgamate with companies whose business are so acquired purchased or taken over and /or to enter into agreements with the objects of acquisition of such undertakings and/or business.
21. To invite and receive with or without any such invitation, at any time receive any gifts of any property and offerings or voluntary donations or bequests and legacies either from shareholders or from any other person for all or any of the objects of the Company with or without any specific conditions provided such receipts or the conditions attached are not inconsistent with or derogatory to any of the objects of the Company. Subject to any such conditions as aforesaid, all such gifts, donations, grants, offerings, legacies and bequest including land, buildings and other immovable properties shall be treated as forming part of the property of the Company.
22. To invest the surplus funds of the Company from time to time in Government securities or in other securities as may from time to time be determined and to sell or vary all such investments and to execute all assignments, transfers, receipts and documents

that may be necessary in that behalf.

23. To provide for the welfare of the 'employees or ex employees of the Company and wives, widows and families or the dependants of such persons by grant money, pension, allowances, bonus or other payment or by creating and from time to time subscribing or contributing to provident funds and other associations, institutions, trusts and by providing or subscribing towards medical or other attendance and other assistance as the Company shall think fit and to subscribe or to contribute or otherwise assist to charitable, benevolent; national and / or other institutions or objects and to train or pay for the training in India or abroad of any of the Company's officers employees or any candidate in the interest of or for furtherance of the Company's objects.
24. To establish competitions in respect of contribution or information suitable for insertion any publications of the Company or otherwise for any purpose of the Company, and to offer and grant prizes, rewards and premiums of such character and on such terms as may seem expedient.
25. To provide for and furnish or secure to any members or customers of the Company or to any subscribers or purchasers or possessors of any publications of the Company or of any coupons or tickets, issued with any publications of the Company any conveniences, advantages, benefits or special privileges which may seem expedient and either gratuitously or otherwise.
26. To refer to or agree to refer any claims, demand, dispute or any other question by or against the Company or in which the Company is interested or concerned, and whether between the Company the member or members or his or their representatives, or between the Company and third parties, to arbitration and to observe and perform ad to do all acts, matters and things to carry out or enforce the awards.
27. To sell, dispose, or transfer the business, property and undertakings including grants, easements, and other rights of the Company, or any part thereof for any consideration, which the company may deem fit to accept
28. To receive monies, securities, and valuable of all kind of deposit at interest or otherwise for fixed periods and to lend money on any terms that may be thought fit particularly to customers or other persons or corporations having dealings with the Company. However the Company shall not carry on any business of banking as defined by the Banking Resolution Act, 1949, and subject to the provision of Section 58A of the companies Act, 1956 and directives of Reserve Bank of India.
29. To establish depots, agencies, in different parts of India and abroad and to make experiments alone or jointly with other with a view to improving the Company's business and to establish and regulate agencies for the purpose of company's business and to apply or join in applying to any parliament municipal or other authority or body for any rights or privileges that may seem conducive to company's objects or any of them and to oppose any proceedings or applications.
30. To establish branches, if necessary, within and outside India and to effectively organise the sale and distribution of the goods manufactured by producers for whom the Company is appointed as a dealer, stockiest or selling or distributing agent.
31. To take or otherwise acquire, hold shares, undertake and carry on the-whole or any part of the business having similar objects.

32. To enter into arrangements with any company or other persons for securing rights or persons and to obtain from such or persons any rights, privileges and concessions which the Company may think desirable to obtain and to carry out exercise and comply with any such arrangements, rights, privileges and concessions.
33. To adopt such means of making known the business in which the Company is interested as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and distribution of works of art or interest, by publication of books and periodicals and granting prizes, rewards.
34. To establish and support, or aid in the establishment and support of associations, funds, trust and conveniences calculated to benefit persons who are or have been directors or who are or have been employees by or who are serving or have served the company or any company which is a subsidiary or associate of the Company or its predecessors in business or to the wives, children or other relatives or connections of such persons and to grant pensions and allowances and to make payments towards insurance.
35. To obtain any order of the Government or Act of legislature, statute order, regulation, and other authorisation and enactment's, which the Company thinks as desirable and useful for attainment of objects of the Company and/or are otherwise advantageous to the Company and for enabling the Company to carry on any of its objects into effect or for effecting any modification of company's constitution and to oppose, any bills, applications, proceedings, enactment's and regulations.
36. To pay all costs, charges and expenses of and incidental to the formation, promotion, registration and establishment of the Company and issue of its capital including any underwriting or other commission, brokers fees and charges in connection therewith including costs, charges of negotiations and contracts and arrangements made prior to and in anticipation of the formation and incorporation of the Company.
37. To do the things in any part of the world and either as principal, agent, trustees, or otherwise.

**(C) OTHER OBJECTS:**

38. To carry on business of an Investment Company and to buy, contract to buy, purchase or otherwise acquire, become interested in, deal in, invest in, hold, sell, mortgage, pledge, or otherwise dispose of, to turn to account or realize upon the security of, shares, debentures, stocks, units, bonds, mortgages, obligations and securities of any kind issued or guaranteed by any company, corporation or undertaking whether incorporated or otherwise and wheresoever constituted, including those issued or guaranteed by any government sovereign, ruler, commissioner, trust, municipal, local or other authorities of whatsoever nature in India or abroad.
39. To obtain foreign technical and industrial collaboration, know-how, to provide the same to the industries in India and abroad, and grant such technical assistance and know-how on such terms and conditions as may be beneficial to the Company, and to encourage collaboration for setting up industries in and out of India and to establish, maintain, conduct provide, procure or make available all types of services and to take such steps as may be necessary for the purpose of examining, inspecting, and carrying out test and market research in respect of any project.
40. To carry on business of manufacturers and dealers in all type of rubber, leather,

plastic, latex, celluloid, bakelite and similar goods and their accessories and fittings.

41. To carry on business of timber merchants, saw mill proprietors, furnishers, designers, interior decorators, architects and to acquire by purchase, grant concession, lease or otherwise, any lands, forest, plantation, timber, bamboo forest, rubber estates and woods of all kinds whether standing or otherwise, lumbering rights and privileges, over lands situated in India or elsewhere and to cut, sell, prepare for market and deal in all kinds of products or any such forest, timber and woods, lands and plantation.
42. To carry on all or any of the business and professions of providing services of all type including technical, administrative, marketing, secretarial and other office services, issue house, share transfer agents, registrars and providing services of technicians, artists, administrator, salesman, economist, accountants, tax experts and of acting as recruitment agents, advertising agents, organisers of conference, seminars, lectures, symposiums, exhibitions, fairs, auctioneers, trustees, executors, administrators, attorneys, nominees, receivers and agents (and to exercise powers of custodians, trustees, and trust corporation) and of working as professional consultants on technical, management, industrial, public relation, scientific, productivity, quality control, taxation, legal employment, investment, marketing, accountancy, banking statistical and economic problems and matters and to work as industrial, labour and psychological counselors and advisers.
43. To carry on business of manufacturers and dealers in entire range of fire fighting equipment's, fire extinguishers\* fire house pipes, house fittings, fire hydrant valves, couplings, nozzles, suction couplings, adapters, buckets, electrical sirens, helmets and other protection equipment's together with parts and accessories thereof and to aid advise, and provide fire protection systems for buildings, offices, industries and other premises.
44. To carry on business of agriculture, horticulture, sericulture, and of producer and cultivator of related products, including food grains, cash crops, oil seeds, vegetable, flowers, tea, coffee, cinchona, spices, cotton, rubber and to store and process the produce and *turn* it in forms marketable and sell, purchase and deal in the produce in open market on forward basis contract, tender, auction or otherwise.
45. To carry on business of poultry farming, pig keeping, horse breeding and keeping of cows, sheep's, goats, buffaloes, ducks and generally carry on business of live-stock breeding and dairy farming, including making of; condensed and powdered milk, cream, cheese butter and other milk products, and to carry on business of bakers, confectioners, butchers and curing, treating, developing of raw hides, skins, leather.
46. To carry on business of brewers, distillers, matters, licensed victuallers or Indian made Foreign liquor, beer, wine, country liquors, spirits, alcohol, aerated, mineral and artificial water and other's drinks and to carry on business as merchants, dealers, processors, manufacturers of tobacco beedies, cigarettes and other articles made of or with tobacco and are related to tobacco.
47. To promote, sponsor, undertake and carry out rural development including any program for promoting social and economic welfare or the uplift of the people in any rural areas and to incur any expenditure on any program of rural development and to assist in the promoting of execution thereof either directly or through an independent agency or by making contribution or giving donation or any other manner without prejudice to the generality of the foregoing program of rural development shall also include any program for promoting the social and economic welfare program of the uplift of the people of any rural areas and the words "rural area" shall include such

areas as may be regarded as rural areas under Income Tax Act, 1961, or any other law relating to rural implementation of any of the above mentioned objects or proposed and for this purpose transfer without consideration or at such fair or commercial value and subject to the provision of the Act divest the ownership of any property of the company to or in favour of any Public or Local Body, or authority or Central or State Government or any Public Institution or Trust

48. To purchase, hold, acquire, mines, mining lease, mining licenses, mining rights, mining claims and metalliferous lands and to explore, search, work, exercise, develop, treat, mines and turn to account, ores, all sorts of major and minor minerals, working deposits of all kinds of minerals and sub-soil minerals and to crush, win, set, quarry, smelt calcite, refine, dress, preserve, amalgamate manufacture, manage, manipulate and prepare for market ore, metal and mineral substance of all kind and to carry on metallurgical operation and to obtain, produce, process, trade, and deal in gold, copper, zinc, stones, of all types, coal, china clay, mica, gypsum, graphite's, soap stone, dolomite, barites bentonite, foundry minerals, light magnesium, precipitated silica, calcium carbonate, ball clay feldspar, oxides, ceramics, chemicals and other like and allied materials and natural products from earth.
49. To carry on the trade or business of manufacturers of or traders, commission agents, buying agents, importers, exporters and dealers in computers and tabulators of every kind, description including Accounting Machines, Calculating Machines, Counting Machines, Cash registers, Tabulators, Sorting machines, copying and Reproducing machines, Distributing machines, and machinery systems, apparatus, appliances and devices including manufacture of peripheral controls for disc units, tape units, central processing unit, and printers for communication network, terminals, add-on memories, computer systems and related electronic assemblies and sub-assemblies or any other electronic components, and assemblies for any attachment to the aforesaid or otherwise including electronic gadgets and electronic appliances for office use or otherwise, and electronic test equipment's, electronic typewriters, word processors and such other devices and electronic appliances for all purposes.
50. To carry on the business of manufacturing, processing and dealing in iron and steel, ferrous and non-ferrous alloys, special steels, aluminum, copper, lead zinc, and their alloys and their products and of manufacturing and dealing in industrial machinery, and their components and accessories.
51. To carry on the business of manufacturers assemblers, fabricators and dealers of engineering, scientific, mechanical, electrical, hydraulic, pneumatic, electronic, thermal, sonic, ultra sonic, optical, surgical and surveying equipment, electronic surveying equipment's and instruments including radar equipment's, remote control equipment's and basic components such as valves, transistors, condensers, coils magnetic materials and microwave components, radiographs, phonographs, Dictaphones, amplifiers, wireless sets, automobile parts, micrometers, dial indicators, ammeters, voltmeters, -ammeters, wattmeter's, power factor meters, frequency meters, watt hours meters, insulation testers, geiger counters, scientillmenters, pressure and vacuum gauges, gas meters, oscilloscopes, stroboscopes, thermostats, temperature controllers, pyrometers, mixing dials and other instruments.
52. To finance or assist in financing the sale of commodities of all and every -kind or description, by way of hire purchase or deferred payment, or similar transactions and to institute payment or similar transactions and to institute enter into, carry on, subsidise, finance or assist in subsidising or financing the sale and maintenance of any goods, articles, or commodities of all and every kind and description upon any terms whatsoever, to acquire and discount hire purchase or other agreements or any rights

there under (whether proprietary or contractual) and to carry on business and to act as financiers.

53. To manufacture, purchase, sell, import, export fabricate, assemble, lease, let on hire and to act as agents for purchase and sale of, or otherwise to deal in cameras, projecting equipments, re-producing equipment's, developing machines, enlargement machines for colour or black and white processing, binoculars, flashguns, lenses, photographic paper, optical products, upto and photo products and other plants, machines and apparatus capable of being used in connection with photography for cinematographic films, video films and other shootings and photographic rolls, tapes, cassettes, equipment's, accessories, parts, tools, materials, apparatus and other articles used in connection therewith and to undertake developing and processing of films and other ancillary jobs relating to aforesaid business.
54. To carry on business as goldsmiths, silver smiths jewelers, gem and. diamond merchants and of manufacturing and dealing in clocks, watches, jewelry, cutlery and their components and accessories and to acquire and hold *by way of investment* or resell and to let on hire purchase, lease, rent any metals, bullion, gold, silver, silver articles, diamonds, precious stones, ornaments and objects, and jewelry and paintings and coins and manuscripts curios, antiques and objects of art and pay for the same either in cash or otherwise.
55. To carry on the business of manufacturing, formulating, processing, refining, finishing, recovering, extracting, buying, recovering, extracting, buying, selling, distributing, and dealing in (whether by wholesale or retail) in Sulphuric Acid, Hydrochloric Acid, Presphotic Acid, Nitric Acid, Acetic Acid, Boric Acid, Caustic Soda Solid, Caustic Soda flakers, Caustic Soda Lye, Soda Ash, Common Salt, Sodium Chloride, Ammonium Nitrate of all acids, Drugs and Chemicals, Alkalis Antibiotic Pharmaceutical, Medicinal and Chemical preparations, Articles and compounds (whether of animal, vegetable or mineral origin) dyes, paints, pigments, oils, varnishes, resins, synthetic sera, medicines, and other biological products and preparations.
56. To carry on the business of chemists, druggists, importers, exporters, manufacturers, packers and dealer in pharmaceutical, medical, chemicals, fertilizers, industrial and other proportions and articles including compounds, drugs, oil paints, pigments, varnishes, infectants, patent medicines, scents, toiler requisites, contraceptives, vaccines, veterinary medicines, tincture extracts, capsules, syrups, tablets, injectables, aerosols, ointments and all kinds of bacteriological and biological products including sprays, vermifuges, fungicides, insecticides, pesticides.
57. To carry on the business of transport contractors, courier agents, travel and tourists agents, operators of vehicles, and as carriers of passengers, livestock, other animals and goods, as shipping, chattering, forwarding and transport agents and contractors stevedores, wharfingers, carmen, carting contractors, agents, superintendents, packers and haulers, as warehousemen, and proprietors of warehouses, as fleet owners, coach and auto hirers and other vehicle proprietors, garage proprietors, engineers and electricians, and to acts as tourist agents and contractors and to facilitate travelling and provide for tourist and travelers the provisions of convenience of all kinds, and to construct equip, maintain work purchase and let on hire airplanes and overcraft for the carriage of passengers or freight and as carriers by air or by overcraft, and as general carriers and forward carriers, by all means of transport by land, sea, inland waterways and airways and as storsers of goods, merchandise of every kind and description whatsoever and to purchase or otherwise acquire any land, docks, canals, waterways, warehouses, wharves, buildings, or machinery and to construct and equip the same, purchase, hire, take on charter any ships, tugs, barges,



motor trucks, motor lorries, motor cars, heavy duty vehicles, including tempos, matadors, station wagons or any other vehicles or vessels of any description or kind and to make, work, equip and maintain railway and establish and carry on a tourists agency, travel bureau, and booking office and to act as customs clearing agents.

58. To carry on the business of printers, stationers, lithographers, engravers, dye sinkers, book-binders, designers, draughtsmen, paper and book sellers, publishers, of newspaper journals, magazines, books periodicals and other literary works and undertakings.
59. To carry on business as manufacturers, processors, refiners, exporters, importers and dealers in all types of chemicals, including basic chemicals, bulk drugs, organic chemicals, inorganic chemicals, heavy chemicals, rubber chemicals, organic, inorganic and mixed chemicals and chemical dyestuffs and dyestuff intermediaries, pesticides, including insecticides, fertilizers, dyes fungicides, herbicides, weedicides, drugs and pharmaceuticals including biological and therapeutic preparations, hormones including plant growth activators and regulators and other articles and compounds, ingredients and products and other things of any description for in connection therewith.
60. To carry on the business of manufacturers, designers, constructors, fabricators, installers, maintainers, dealers, buyers, sellers, importers and exporters and scientific, hospital and laboratory equipment's and appliances including hypodermic needles, hypodermic syringes, blades, knives, scalpels, anatomical, orthopedic, surgical and dental appliances of all requisites for hospitals, patients and invalids.
61. To carry on the business of advertising contractors and agents to acquire and dispose off advertising time, space or opportunities in any media, to undertake advertising and promotional campaigns of nature, to acquire and provide promotional requisites.
62. To carry on business as manufacturers, processors, exporters, importers, distributors and dealers all types of synthetic resins such as alkyd resins of oxidising, semi-oxidising or no-oxidising varieties, modified alkyd resins or phoned, styrenated, acrylated, siliconized thixotrophic, water soluble chain terminated or vinylated types pure or modified phenolic resins, and resins and resin derivatives, resin modified alkyds, amino resins, saturated and unsaturated polyesters, epoxies, polyamides, ketonic resins acrylic resins of all varieties, thermoplastic and thermosetting resins, hydroceton resins, vinyl resins of different types, polymeric plasticisers, polythene, polycarbonates, silicon's, plastics, resinous thermosetting and thermoplastic materials and cellulose materials, elastomer emulsions, polymers, surface and active and tanning agents.
63. To carry on business as manufacturers, processors, extractors, refiners, bleachers, exporters, importers, suppliers, stores, distributors and dealers in vegetable oils and oil derivatives like castor oil, linseed oil, fish oil, kardi oil, neger seed oil and other vegetables oil and their derivatives and crudeoil, petroleum products and oil and colour paints of all types and all kinds including lacquers, enamels, paints, varnishes, oils, distempers, dry colours, minerals, disinfectants, turpentine, compounds derivatives, intermediates and by-products of all or any of them.
64. To carry on the business of undertaking and setting up projects on turnkey basis.
65. To carry on the business of Software development for commercial scientific, technical, industrial, household purposes and for other purposes.
66. To promote, sponsor, undertake, and carry out or assist any activity for the promotion

and growth of the national economy and for discharging social and moral responsibilities of the Company to the public or any section of the public as also any activity likely to promote national welfare or social, economic or upliftment of the people or any section of the people, and without prejudice to the generality of the foregoing promote, sponsor, undertake and carry out any activity for publication of any books literature news papers or for organising lectures or seminars likely to advance these objects or for giving merit awards, scholarships, loans or any other assistance to deserving student or to other scholars or persons to enable them to pursue their studies or academic pursuit" or researches and for establishing, conducting or assisting any Institution, Funds, Trusts, Seminars, Camps having any one of the aforesaid objects or one of its objects by giving donations or otherwise in any other manner in order to implement any of the above mentioned objects or purpose transfer without consideration or at such fair or concessional value and subject to the provisions of the Act divest the ownership of any property of the Company to or in favour of any Public or Local Body or Authority or Central or State Government or any Public Institutions, Trust or Fund.

67. To carry on the business of manufacturing, assembling, repairs, remodeling, contracts and dealers of motor-cars, taxicabs, automobiles, tramcars, motor-lorries, trucks and wagons, motor vehicles, cycles, bicycles, coaches, agricultural implements, machinery, horticultural, dairy machinery, its components and accessories.
68. To carry on of the business of running hotels, holiday resorts, restaurants, lodging houses, milk snack bars, laundries, libraries, swimming pools, hair dressing and beauty saloons, chemist shops, cold storage's, studios, exhibition halls amusement centers, wine beer shops, department stores, institutions, sports clubs, skating, dancing halls, discotheques, optician shops, massage houses, and paddling pools, garages, and service stations, repair shops, petrol pumps, gymnasiums, safe deposits vaults, warehouses, godowns, car, parks, hangars.
69. To carry on business of and dealers in importers, exporters of pulp and paper of all kinds and articles made of paper or pulp and materials used in the manufacture or treatment of paper, including packing goods and materials such, as bags, cartons, containers, and boxes whether made of paper or otherwise.
70. To carry on the business of hire purchase, leasing and to carry on lease operations of all kinds purchasing, selling, hiring or letting on hire all kinds of plant and machinery and equipment and to carry on all and every kind and description of hire purchase or deferred payment or similar transactions and to subsidize, or assist in subsidizing the sale and maintenance of any commodities and to purchase or otherwise deal in all forms of plant and machinery, equipment, ships, aircraft automobiles, and all consumer commercial and industrial items and to lease or otherwise deal wit them in any manner whatsoever including resale thereof, regardless of whether the property purchased and leased be new and or used and from India or from any part of the world and to provide leasing advisory/counseling services to other entities and or form leasing arm of other entities.
71. To carry on the business, as financiers and to undertake, carry on and execute all kinds of financial and business operations (except banking and Insurance business under the Banking Regulation Act, 1949, and Insurance Act 1938) as carried on by financing houses, shroffs, credit corporations, bankers and general financiers, and to carry on other business of advancing loans, deposits (inter-corporate otherwise) and to carry on business of a company established with the objects of financing Industrial Enterprises and/or to guarantee the payment or performance of any debts, contracts, obligations or give any guarantee in connection with loans or provide any security in

connection with a loan made by any other person to, or to any person by, any person, firm or company within the meaning of Section 370 of the Companies Act, 1956 for any purpose whatsoever and to act as agents for the collection, receipt or payment of money and generally to act as agents for or render services to customers and others and generally to give guarantees or indemnities.

72. To carry on the business of manufacturers, importers, exporters, distributors, processors, agents and dealers in all kinds of coloured, natural, printed or non-printed packaging materials in all its forms and varieties including corrugated boxes, corrugated paper, packing sacks, jute bags, other bags, strapping, containers, boxes, films, yarn and packing material made from scrap, reprocessed or virgin metal, paper, card board, nylon, lamp goods, woolen jute, cotton, plastics and molded, extruded, woven, knitted, stitched or fabricated articles including jerry can, drums, bottles, films, tubing's, sheets, sections and other hollow items used for packing or otherwise out of thermoplastics, thermosetting plastics, reinforced, plastics, PVC flexible and rigid sheets, leather cloth, industrial and decorative sheets and laminates, polyethylene poly vinyl-chloride, polystyrene, polyurethane, phenol formaldehyde, urea formaldehyde, melamine, resins, and cellulose acrylic sheets, single layer or multilayer and laminated with paper, plastics or metal, by the process of blow molding or injection molding.
73. To carry on the business as generator and distributor of electricity and manufacturers, distributors, producers, assemblers, fabricators of transformers, voltage regulators, battery chargers, battery eliminators, voltage testing sets, voltage stabilizers, conductors, enamel wires, cotton/paper covered conductors, fittings switches and distribution boards, and other equipment's in connection with wires for wireless signaling, lighting, heating, motive power cables, lines, power stations, exchangers, accumulators, dynamos, switching, controlling and signaling apparatus and also of high tension and low tension transformers, transmission towers, high voltage electrical porcelain bushing and insulation materials, electric switch gear for high and low tension for alternating and direct current and also to manufacture, sell, supply and deal in accumulators, lamps, lamp components, meters, engines, dynamics, batteries, telephonic or telegraphic apparatus of any kind.
74. To manufacture, buy, sell, alter, improve, manipulate, prepare for market, import or export or otherwise deal in all kinds of insulated wires and cables, PVC cables and flexible cords, cotton or silk braided, conduct wires and cables, telegraph and telephone cables, low and high tension paper, rubber or bitumen insulated lead covered, power cables, armored or non-armored extra high tension shielded and belled power cables, signaling cables, accessories of power cables, alplastable cables with seamless aluminium sheath covered with a second seamless skin of thermoplastic material, over-head materials, board copper, bronze, aluminium wires and cables solid or standard for telephone, telegraph and signaling purposes, aluminium cables for overhead lines, bare copper and cadmium copper wire round or grooved for trolleys buses, crane operation, aerials, furnaces, ship wiring, switch boards, bell wires, fuse wires, lead, lead alloy and tinned copper and all kinds of cables, wires, conductors and accessories.
75. To manufacture, assemble, erect, install, purchase, import, export, equip, trade, repair, maintain, alter, lease or hire, sell or hire purchase or installment system, construct, develop, enter into arrangement of setting up the same either in whole or in part or in any other way to deal in sheet metal (ferrous and non-ferrous) and sheet metal articles including Aluminum and steel windows, doors, buckets, containers, tanks, steel furniture, pipes, railings, building material, weights and castings, special alloy castings, malleable castings, forging of carbon, steel or its alloys, rerolling of steel, heating, edge metal sheet pressing, forging, drawing, flattening, straightening, to manufacture,

sheets, tapes, wires, rods, bolts, panels, machinery and its shapers and components, engineering tools and equipment's, nuts, bolts, steel rods, nails, tools, containers, along, rounds, bars, joints, steel and iron structures, control panels and systems and electrical and electronic equipment's, apparatus, and to carry out the fabrication, galvanizing, rerolling, enameling, electroplating, press works and molding of sheet metal, heavy plate, iron, aluminum, steel, ferrous and non-ferrous metals, special and alloy steel and spring steel and to act as consultants and advisors in relation to various aspects of mechanical, electrical, electronic and other allied engineering matters.

76. To manufacture, process, sell, distribute, market, import export, buy, manipulate and otherwise deal in all kinds of scrap, granules, extruded articles including pipes, section, profiles, sheets used in industrial, domestic or other purposes.
77. To carry on business of manufacturing, trading and dealing in salt and take on lease salt fields, buy or sell land for manufacturing salt, process sea, lake water, to set up projects, machinery's for this purpose and to manufacture other allied chemicals, by-products of salt.
78. To carry on the business of preparing, combining, spinning, doubling, twisting, texturising, imparting, crimping, converting, calendaring, testing, sizing, weaving, knitting, bleaching, processing, dyeing ginning, cutting, scouring, winding, mercerizing, combing, painting, finishing, manufacturing, buying, selling, importing, exporting or otherwise dealing in all types of fabrics, synthetic fabrics, synthetic yarn, nylon, polyester, acrylic, viscose, polypropylene, terelerte, cotton, linen, wool, silk, flex, hemp, jute, artificial silk, rayon, canvas, and other fibbers or textile substances, whether natural or synthetic or man made, in any state and whether similar to the forgoing substances or not, and to treat utilise and deal in any waste arising from any such operations and to manufacture, felted, knitted, looped and embroidered fabrics, lace and other types of manufactured, processed or decorated fabrics and to manufacture coated or laminated fabrics and readymade garments and apparels.
79. To manufacture, buy, sell, alter, improve, manipulate, prepare for market import or export or otherwise deal in all kinds of rain wear, including umbrella's, raincoats, gum boots, shoes, sandals, chappals, caps, hats and other water protecting material.
80. To manufacture, turn, bend, mould, melt reshape, buy, sell, exchange, alter, improve manipulate, prepare for market, import or export or otherwise deal in ail kinds of goods, merchandise, products things made out of plastics including plastic sheets, household goods, appliances and/or components spares, accessories required in and utilised by and for any automobile industrial enterprises made by injection molding or blow molding process or any other process out of any kind of plastic either singly or laminated, impregnated or reinforced with any other materials.
81. To acquire, buy, sell, purchase, lease, develop, renovate, improve, maintain, or otherwise own property estate, lands, buildings, hereditaments, flats, garages, houses, halls, godowns, mills, factories, chawls, dwelling,' house or own or be interest therein, with any landed properties of any tenure or description and any estate or interests therein together with all buildings and structures standing thereon with any rights connected with such lands, estates, buildings, hereditaments, flats, garages, houses, halls, godowns, mills, factories, chawls, dwelling house, bridges, or other immovable properties and to turn the same to account as may be expedient and particular by laying out and preparing and for building purposes and preparing building site by planting paving, draining and cultivating land and by demolishing , constructing, reconstructing, altering, improving, furnishing, maintaining, administering, equipping the same and to carry on construction work of building, houses garages, halls,

theatres, places, music halls, flats, offices premises, shops, residential accommodation, godowns, warehouses, mills, factories, chawls, dwelling house, bridges, or other landed properties and to consolidate and connect and sub-divide properties by leasing or otherwise disposing of the same and to advance money and to enter into contracts and agreements of all kinds with builders, contractors, tenants, occupiers.

82. To carry on the business of engineers, mill rights, founders, machinists, smiths, converters, metallurgist and manufacturers, fabricators, assemblers of all kinds of machinery, plants, equipment's, components, spares, accessories, implements and articles and to export, import, buy, sell, manufacture, repair, assemble, convert alter, let on hire, and otherwise deal in ail kinds of machinery, plants, equipment's and all components, parts, accessories, fittings for all kinds of machinery, plants equipment's, and articles and implements used in or capable of being used in connection with any machinery.
83. To carry on the business of traders, buyers, sellers, agents, distributors, stockiest importers, exporters of ancillary items, including spare parts used in industry for commercial purposes.
- IV. The liability of the members is limited.
- V. The authorised Share Capital of the Company is Rs. 100,00,00,000/- (Rupees One Hundred Crores only) divided into 10,00,00,000/- (Ten Crore) Equity Shares of Rs.10/- (Rupees ten) each.

***The amendment in Clause V of Memorandum of Association was duly approved by the members of the company at the 14<sup>th</sup> Annual General Meeting of the company held on August 21, 2014.***

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We, the several persons, whose names, addresses and description are hereunder subscribed, are desirous of being formed into a Company in pursuance of these Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names :

Sr. NO	Name, Addresses, Description and Occupation of subscriber	Number of equity shares taken by each subscriber	Signature of Subscriber	Name, Addresses, Occupation of witness and his
1.	<b>DR. AROGIYASAMY VELUMANI</b> S/O MR. P. AROGIYASAMY NAIDU 214/C/11, SHALIMAR CO.OP.SOC., HILL GARDEN COMPLEX, OPP. TIKUNJINIWADI COMPLEX, MANPADA, THANE (W) - 400 607. OCC.- BUSINESS.	100	Sd/-	<b>H.S. Kapila</b> S/O TS. Kapila Flat No. 301, MariGold Building, Thane (W) - 400 607 OCC- SERVICE.
2.	<b>MR. RAO RAJAGOPAL J.K.</b> S/O J.K.RAO C/9 PARMANU NAGAR, SECTOR - 4, VASHI, NEW BOMBAY - 400 703. OCC.- BUSSINESS.	100	Sd/-	
3.	<b>MRS. SUMATHI VELUMANI</b> W/O DR. A. VELUMANI 214/C/11, SHALIMAR CO.OP.SOC., HILL GARDEN COMPLEX, OPP. TIKUNJINIWADI COMPLEX, MANPADA, THANE (W) - 400 607. OCC.- BUSINESS.	100	Sd/-	
4.	<b>MR J. K. RAO</b> S/O MR. JAYAHARI C/9 PARMANU NAGAR, SECTOR - 4, VASHI, NEW BOMBAY - 400 703. OCC.- SERVICE.	100	Sd/-	
5.	<b>MR. A. SUNDARARAJU</b> S/O P. AROGIASAMY 10A, WHITE ROSE SO, PERRY ROAD, BANDRA (W), MUMBAI-400050. OCC- SERVICE	100	Sd/-	
6.	<b>MRS. BHAMINI SUNDARARAJU</b> W/O MR. A. SUNDARARAJU 10A, WHITE ROSE SO, PERRY ROAD, BANDRA (W), MUMBAI-400050. OCC- SERVICE	100	Sd/-	
7.	<b>MRS. SUSILA SELVARAJ</b> W/O MR. SELV ARAJ 7/40, VINAYAGARKOILST. KUNIAMUTHUR, POST COIMBATORE - 641 008. OCC. - BUSSINESS	100	Sd/-	
8.	<b>MR. KRISHNASAMY SELVARAJ</b> S/O MR. KRISHNASAMY NAIDU 7/40, VINAYAGARKOILST. KUNIAMUTHUR, POST COIMBATORE - 641 008. OCC. - BUSSINESS	100	Sd/-	
9.	<b>DR. A. RATHINASAMY</b> S/O P. AROGIASAMY 1 B, RATNA APARTMENTS, 9, CROSS STREET, SASTRI NAGAR, ADAYAR CHENNAI -TAMIL NADU OCC. - BUSINESS	100	Sd/-	
	Total	900 (NINE HUNDRED ONLY)		

Place :- Mumbai  
Date :- 14<sup>th</sup> January, 2000.

**THE COMPANIES ACT 2013**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

**OF**

**THYROCARE TECHNOLOGIES LIMITED**

*The Articles of Association of Thyrocare Technologies Limited (the "Company") comprises of two parts, Part A and Part B, which parts shall, unless the context otherwise requires, co-exist with each other. However, Part B of these Articles shall automatically terminate and cease to have any force and effect upon finalisation of the basis of allotment for the initial public offering of the equity shares of the Company (the "Offer") without any further action by the Company or by the Shareholders of our Company.*

**Part A of the Articles of Association**

**APPLICATION OF PROVISION OF TABLE "F"**

1. The regulations contained in Table "F" of schedule I to the Companies Act, 2013 (the "Act"), shall apply to this Company so far as they are applicable to Public Limited Companies except so far as the same may be expressed or by necessary implication are hereby waived.
2. All references herein contained to any specified regulations of Table "F" shall be inclusive of the first and last regulations referred to and in case of land conflict between the provisions herein contained and the incorporated regulations of Table "F" the provisions herein contained shall prevail.

**SHARES**

3. The authorised Share Capital of the Company is Rs.1,000,000,000/- (Rupees One Billion only) divided into 100,000,000/- (One Hundred Million) Equity Shares of Rs.10/- (Rupees ten) each.

*The amendment in Article 3 of the Articles of Association was duly approved and adopted by the members of the company at the 14th Annual General Meeting of the company held on August 21, 2014 to correspond to clause V as stipulated in the Memorandum of Association of the Company.*

4. Shares at the disposal of directors: Subject to provisions of section 62 of the Act, the shares shall be under the control of the Directors who may issue, allot, or otherwise dispose of the same to such persons on such terms and conditions and at such time as the directors think fit and with full power to give to any persons the opinion to call for any shares either at par or at premium and for such consideration as the Directors think fit. The Directors shall have the absolute power to divide the shares in the original or any increased capital into different classes and attach thereto at their discretion any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividends, capital voting or otherwise.
5. Redeemable Preference shares: Subject to the provisions of Section 55 of the Act read with the rules framed thereunder and the terms hereof, the company shall have the power to issue preference shares which are at the option of the Company to be redeemed and the resolution authorizing such issue shall prescribe the manner, terms and condition of redemption.
6. (1) Further issue of shares:- Where at any time, a company having a share capital proposes to increase its subscribed capital by the issue of further shares, such shares shall be offered—

(a) to persons who, at the date of the offer, are holders of equity shares of the company in proportion, as nearly as circumstances admit, to the paid-up share capital on those shares by sending a letter of offer subject to the following conditions, namely:—

(i) the offer shall be made by notice specifying the number of shares offered and limiting a time not being less than fifteen days and not exceeding thirty days from the date of the offer within which the offer, if not accepted, shall be deemed to have been declined;

For Thyrocare Technologies Limited



Company Secretary

(ii) unless these Articles otherwise provide, the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in clause (i) shall contain a statement of this right;

(iii) after the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner which is not dis-advantageous to the shareholders and the company;

(b) to employees under a scheme of employees' stock option, subject to special resolution passed by the Company and subject to such conditions as may be prescribed; or

(c) to any persons, if it is authorised by a special resolution, whether or not those persons include the persons referred to in clause (a) or clause (b), either for cash or for a consideration other than cash, if the price of such shares is determined by the valuation report of a registered valuer, subject to such conditions as may be prescribed.

(2) The notice referred to in sub-clause (i) of clause (a) of sub-section (1) shall be despatched through registered post or speed post or through electronic mode to all the existing shareholders at least three days before the opening of the issue.

(3) Nothing in this Article shall apply to the increase of the subscribed capital of a company caused by the exercise of an option as a term attached to the debentures issued or loan raised by the company to convert such debentures or loans into shares in the Company:

Provided that the terms of issue of such debentures or loan containing such an option have been approved before the issue of such debentures or the raising of loan by a special resolution passed by the company in general meeting.

7. Subject to provisions of the Act, the Company shall have the right to.

(a) increase its authorised share capital by such amount as it thinks expedient;

(b) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares:

(c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(d) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;

(e) cancel shares which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

The cancellation of shares under sub-clause (e) above shall not be deemed to be a reduction of share capital.

8. Limitation of time for issue of share certificates: Every member shall be entitled, without payment to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the directors so approve (upon paying such fee as the Directors so time to time determine ) to several certificates, each for one or more of such shares and the company shall complete and have ready for delivery such certificates within two months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month from the date of the receipt by the Company of the instrument of transfer , transmission, sub-division, consolidation or renewal of any of its shares as the case may be or within six months from the date of allotment in case of allotment of debentures. Every certificates of shares shall be under the seal of the company, if any, and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe and approve, provided that in respect of a share or shares held jointly by several persons, the company shall not be bound to Issue more than one certificate and delivery of a certificate of shares to one or several joint holders shall be a sufficient delivery to all such holder.



9. Issue of new certificate in place of one defaced lost or destroyed: If any certificate is worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every certificate under the article shall be issued without payment of fees if the Directors so decide, or on payment of such fees for each certificate as may be prescribed by the Companies Act, 2013 or the rules made thereunder (in case of discrepancy, it shall be the higher of such amounts as may be prescribed by the Companies Act, 2013 and the rules made thereunder) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer. Provided that notwithstanding what is stated above the Directors shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Act or rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable thereof in this behalf.

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

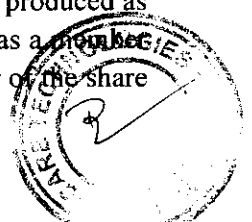
10. Payment in anticipation of call may carry interest: The Directors may, if they think fit, subject to the provisions of Section 50 of the Act agree to and receive from any member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the company may pay interest at such rate, as the member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced.

The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.

11. The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the company.
12. Power to reduce share capital: The Company shall have the power to reduce the share capital in the manner provided in Section 100 of the Companies Act, 1956 or any statutory modification thereof.
13. The Company may buy back its own shares or other securities as may be modified by the Central Government, subject to the notified provisions of Section 68 to 70 of the Act.

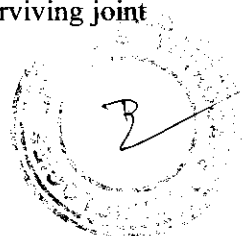
#### **TRANSFER AND TRANSMISSION OF SHARES**

14. Register of transfers: The Company shall keep a book to be called the "Register of Transfer" either physical or in electronic form and there in shall be fairly and distinctly entered particulars of every transfer or transmission of any shares.
15. The Board may decline to register the transfer in following cases:
- (a) Where the Company has lien on a share, or
  - (b) In case of share are not fully paid up, where it is not proved to their satisfaction that the proposed transferee is a responsible person.
16. Manner of transferring shares: Notwithstanding the restrictions herein contained a member shall be entitled as of right to transfer all or any of his shares to any person, through an instrument of transfer duly stamped, dated, signed and executed, as provided under the Act, and the registration in Article 17 hereof shall not apply to any transfer authorized by this Article.
17. Title in case of death or insolvency of a member: Any person becoming entitled to a share in consequence of the death or insolvency of a member shall upon such evidence being produced as may from time to time be required by the Directors, has the right, either to be registered as a member in respect of the share or instead of being registered himself, to make such a transfer of the share



as the deceased or insolvent person could have made but the Directors shall in either case have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or insolvent person before the death or insolvency. Nothing contained in these Articles shall release the estate of a deceased joint holder from any liability in respect of any share, which had been held by him or other persons.

18. a) Application of shares to be made by transferor or transferee: An application for registration of the transfer of share may be made either by the transferor or the transferee provided that where such application is made by the transferor no registration shall in the case of partly paid up shares be effected unless the Company gives notice of the application to the transferee and subject to the terms hereof, the Company shall, unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in its register of members the name of the transferee in the same manner and subject to the conditions as if the application for registration was made by the transferee.
- b) Notice of transferee: For the purpose of sub-clause (a) notice to the transferee shall be deemed to have been duly given if sent by pre-paid post to the transferee at the address given in the instrument of transfer and shall be deemed to have been delivered in the ordinary course of post.
- c) Restriction to register shareholder: Nothing in clause (c) shall prejudice any power of the Company to register as shareholder any person to whom the right to any share has been transmitted by the operation of any law.
19. Retention or return of instrument: Nothing in this Article shall prejudice any power of the Company to refuse to register the transfer of any shares. The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All instruments of transfer, which the Directors may decline to register, shall on demand be returned to the person depositing the same. Notice of refusal to transfer shares: Subject to the foregoing, the Board may after assigning reasons, decline to register or acknowledge any transfer shares. The registration of a transfer shall be conclusive evidence of the approval by the Board, of the transferee, but so far only as regards the share or shares in respect of which the transfer is so registered and not further or otherwise, and not so as to debar the Board from declining to register any subsequent or other transfer of further shares applied for in the name of such transferee. If in pursuance of this power, the Board refuses to register any such transfer or transmission of right, it shall within thirty days from the date on which instruments of transfer or the intimation of such transmission, as the case may be, was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be. The registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever.
20. Survivor to be the holder of shares: In the case of the death of any one or more of the persons named in the register, as the joint-holder of any share, the survivor or survivors shall be the only person or persons recognised by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of the deceased joint-holder from any liability on the shares held with any person.
21. Legal representation to the estate of the deceased member: The executors or administrators of a deceased member not being one of the two or more joint-holders shall be the only persons recognised by the Company as having any title to shares registered in the name of such deceased member, and the Company shall not be bound to recognise such executors or administrators unless they have first obtained probate or letters of administration or other legal representation, as the case may be from a court of competent jurisdiction in India provided nevertheless the Board in any case as in its absolute discretion think fit, may dispense with the production of letters of administration or other such legal representation, upon such terms as to indemnity or otherwise as it may deem fit and under the next Article-22, register the name of the persons who claims to be absolutely entitled to the shares standing in the name of deceased member as a member in respect of such shares.
22. Transmission of shares:
- (a) Where the shares of a company are held by more than one person jointly, the surviving joint holders shall be entitled for getting the shares transmitted to his/her/their name(s).



(b) Where the deceased shareholder(s) had appointed any nominee(s) in accordance with the provisions of the Act, such nominee(s) shall be entitled for getting the shares transmitted to his/her/their name(s).

(c) In other cases, the legal heir(s) shall be entitled for getting the shares transmitted to his/her/their name(s) upon producing such evidence as may be specified by the Company.

23. Restricted right of transfer: No person shall exercise any rights or privileges of shareholders until he shall be paid all sums (whether in respect of call or otherwise) for the time being due in respect of the shares held by him or due in any manner whatsoever to the Company.

24. Closure of transfer books: The transfer books and register of members and register of debenture holders may be closed during such time or times not exceeding in aggregate a period of forty-five days in each year as the Director may think fit but in such manner that such a period does not exceed thirty days at a time.

Transfer of debenture or any other securities: The provision of this Article shall MUTATIS MUTANDIS apply to the transfer or transmission by operation of right to the debentures or any other securities of the Company.

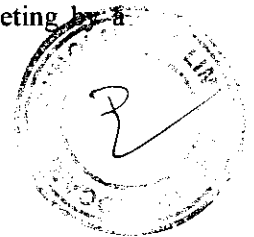
25. Company not liable for affecting certain transfers: Neither the Company nor the Board shall incur liability or responsibility whatever in consequence of their registering or giving effect to any transfer of shares made or purporting to be made by an apparent legal owner thereof (as shown or appearing in the register of members) to the prejudice of any person or persons having or claiming through any equitable right or title or interest to or in the said shares, notwithstanding that the company or the Board may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred there in any books of the Company, and neither the Company nor the Board shall be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company but the Board shall, nevertheless be at liberty to regard and attend to any such notice and given effect thereto, if it in its absolute discretion shall so think fit.

26. Instrument of transfer :- The instrument of transfer shall be in writing and all provisions of Section 56 of the Act and any statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.

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

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

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



30. Subject to provisions of Section 63 of the Act, the Company shall issue bonus shares to its members.
31. Unpaid or unclaimed dividend: Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration, transfer the total amount of dividend which remains unpaid or unclaimed within 7 (Seven) days from the date of expiry of the said period of 30 days, to a special account to be opened by the company in that behalf in any scheduled bank, to be called " Unpaid Dividend Account".

Any money transferred to the unpaid dividend account of a company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the company to the Fund known as Investor Education and Protection Fund.

No unclaimed or unpaid dividend shall be forfeited by the Board.

32. Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its securities, rematerialize its securities held in Depositories and shall offer its fresh securities in dematerialised form only, pursuant to the provisions of Depositories Act, 1996.

### DIRECTORS

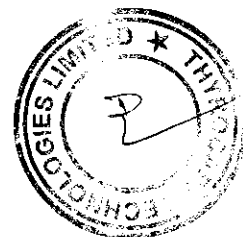
33. Numbers of Directors: The number of the Directors shall not be less than three or more than 15 (fifteen).

a)The first directors of the company are:

1. Dr. A Velumani.
2. Mr. A Sundararaju.
3. Mrs. Sumathi Velumani.

b) Other Directors: Any person appointed as Directors of the Company under clause 66 of Table "F" shall hold office for such period and upon such conditions as may be specified subject to the provisions of Section 161 of the Act.

34. Subject to the provisions of the Act, the Directors shall have power at any time to appoint any person as a Director to fill a casual vacancy. Any Director appointed to fill a causal vacancy shall hold office only upto the date on which the Director in whose place he has been appointed would hold office if it had not been vacated.
35. The Board of the Company shall always be in compliance with the Act and the Listing Agreement and shall alter its composition as and when required to comply with the provisions of the Act and Listing Agreement.
36. Share qualification: A Director need not hold any shares in the capital of the company to qualify him to be a Director of the company.
37. Managing/ Executive Director: The Directors may from time to time appoint and/or remove any one or more of their body to be a Managing Director(s), Executive Director(s), Technical Director/Non Technical Director, for such period and upon such terms as they think fit and may vest in such Director or Directors such of their powers as may be made exercisable for such period or periods and upon such terms and conditions and subject to such restrictions and generally upon such terms as to remuneration or otherwise as they may determine. The remuneration of such Directors may be by way of salary, perquisites or commission or participation in profits or by way of any or all these modes.
38. The same person may be appointed as Chairperson as well as the Managing Director / Chief Executive Officer of the Company at the same time, subject to the approval of the Members.
39. Remuneration of Directors: A Director may be paid remuneration by way of fee for attending meetings of the Board or any Committee(s) thereof, whatsoever as may be decided by the Board. The Directors shall also be paid their traveling, lodging and boarding expenses and such remuneration (if any) as the Company in General Meetings may from time to time determine. Provided that the amount of such fee shall not exceed such amount as may be prescribed under the Act.



40. Special remuneration of Directors performing extra service: If any Director be called upon to perform extra service or special exertions or efforts (which expression shall include work done by a Director as member of any Committee formed by the Board, the Board may arrange with such Director for such special remuneration for such extra services or special exertion or efforts either by way of a fixed sum or otherwise as may be determined by the Board and such remuneration above provided.
41. Resolution by circular: Subject to the provisions of Section 175 of the Act a resolution passed without any meeting of Directors appointed under these Articles and evidenced by writing under the hands of all the Directors or members of such committee as aforesaid, be as valid and as effectual as a resolution duly passed at a meeting of the Directors or such committee called and held in accordance with the provision of these Articles.

Provided that the resolution has been circulated in draft together with the necessary papers, if any, to all Directors or members of the Committee as the case may be, at their addresses registered with the Company in India by hand delivery or by post or by courier or through such electronic means as may be prescribed and has been approved by a majority of the director or members, who are entitled to vote on the resolution.

42. Borrowing powers: Subject to the provisions of Section 179 and other applicable provisions of the Act and applicable law, the Board may, from time to time at its discretion by a resolution passed at a meeting of the Board, generally raise loans or borrow moneys or secure the payment of any sum or sums of money so borrowed for the purpose of the Company.
43. Company Secretary: The Directors may appoint a Company Secretary of the Company for such terms at such remuneration and upon such conditions as they think fit and any secretary appointed may be removed by them. The Company Secretary shall perform all the functions as mentioned in section 205 of the Act and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and he shall carry out and discharge such other functions and duties as the Directors or the Managing Agents from time to time require him to do.
44. Board may appoint Attorneys: The Board of Directors may at any time and from time to time by power of attorney appoint any person or persons to be attorneys of the Company for such purpose and with such powers, authorities and discretion's (not exceeding those vested in or exercisable by the Directors under those presents) and for such period and subject to such conditions as the Directors may from time to time think fit and any such appointment (if the Director may think fit) be made in favour of any of the members, Directors, nominees, or managers of any Company, firm or otherwise in favour of any fluctuating body or persons whether nominated directly or indirectly by the Directors; such power of attorney may contain any such powers for protection or convenience of persons dealing with such attorneys as the Directors may contain powers enabling any such delegates, or attorneys as aforesaid to sub-delegate all or any of the powers, authorities, discretion for the time being vested in them.
45. Seal: The Board may have a common seal, subject to the provisions of the Act.
46. Notice of meeting:
- a) Not less than clear twenty-one days notice General Meeting (exclusive of the day on which the notice is served or deemed to be served and exclusive of the day of which notice is given) in writing or through electronic mode in such manner as may be prescribed specifying the place, date, day and the hour of meeting shall be given in manner hereinafter mentioned or in such other manner if any as may be prescribed under the Act. Any accidental omission to give notice to, non-receipt of such notice by any member shall not invalidate the proceedings at any General Meeting. Every notice shall also contain a statement of the business to be transacted at such meeting.
- b) A General Meeting may be called after giving shorter notice than that specified in clause above, if consent is accorded in writing or electronic mode by not less than 95 percent of the members entitled to vote at such meeting.



## INDEMNITY

47. Directors and others right to indemnity: Every officer or agent for the time being of the Company shall be indemnified out of the funds of the Company against any liability incurred by him in defending any proceeding whether Civil or Criminal in which judgment is given in his favour or in which he is acquitted or in connection with an application under Section 463 in which relief is granted to him by the court.

## SECURITY CLAUSE

48. No member shall be entitled to visit or inspect any works of the Company without the permission of the Directors or any person authorised on that behalf by the Director or require discovery of any information respecting any details of the Company's trading or any matter which is or may relate to the conduct of the business of the Company which in the opinion of the Directors, it would be inexpedient in the interest of the Company to disclose.

## GENERAL AUTHORITY

49. General Authority: Wherever in the Companies Act 2013, it has been provided that the Company shall have any right privilege of authority or that any Company cannot carry out any transaction unless it is so authorized by its Articles, then and in that case this Articles hereby authorises & empowers this Company to have such right, privilege of Authority and to carry out such transaction as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

## Part B

*Part B of these Articles include all the rights and obligations of the parties to the Share Purchase Cum Shareholders Adherence Agreement Cum Amendment Agreement Dated September 24, 2012. In the event of any inconsistency between Part A and Part B of the Articles, the provisions of Part B shall prevail over Part A. However Part B of the Articles shall automatically terminate and cease to have any force and effect from the date of allotment of the equity shares pursuant to the initial public offering of shares of the Company.*

## CHAPTER-II

**PROVISIONS PURSUANT TO INVESTMENT AGREEMENT INSERTED THE FOLLOWING ARTICLES VIDE SPECIAL RESOLUTION PASSED UNDER SECTION 31 OF THE COMPANIES ACT, 1956 BY THE SHAREHOLDERS OF COMPANY AT THEIR EXTRA ORDINARY GENERAL MEETING HELD ON 24<sup>TH</sup> DECEMBER, 2010 AND PROVISIONS PURSUANT TO THE SHARE PURCHASE CUM SHAREHOLDERS ADHERENCE AGREEMENT CUM AMENDMENT AGREEMENT DATED SEPTEMBER 24, 2012 INSERTED IN THIS ARTICLES VIDE SPECIAL RESOLUTION PASSED UNDER SECTION 31 OF THE COMPANIES ACT, 1956 BY THE SHAREHOLDERS OF COMPANY AT THEIR EXTRA ORDINARY GENERAL MEETING HELD ON 24<sup>TH</sup> SEPTEMBER, 2012.**

50. Notwithstanding anything to the contrary contained in Articles 1 to 43 of Part A of these Articles of Association, in the event of any inconsistency or contradiction between the provisions of Part A of these Articles and the provisions of Part B of these Articles, the provisions of Part B of these Articles shall override and prevail over the provisions of Part A of these Articles. It is clarified that the matters listed in the Articles below are in addition to all other rights that the Investor (as defined below) and/or the New Investor may have as a shareholder of the Company under Part A of these Articles.
51. The termination of (i) the Investment Agreement dated 23<sup>rd</sup> December, 2010 ("Investment Agreement") entered into by and between the Company, the Promoters (being the persons listed in Schedule 1A to the Investment Agreement) and Agalia Private Limited (the "Investor"), as amended by the Share Purchase Agreement cum Shareholders Adherence Agreement cum Amendment Agreement dated 24<sup>th</sup> September, 2012 (the "New Investment Agreement", the Investment Agreement, as amended by the New Investment Agreement, the "Amended Agreement") entered into by and between the Company, the Promoters (as defined in the New Investment Agreement), the Investor (also referred to as the "Existing Investor"); and Non



Ventures Partners VII- A, Mauritius (the “**New Investor**”), and/ or (ii) the ceasing of operation of certain articles under these Articles shall be without prejudice to any claim or rights of action previously accrued to the Parties to the Amended Agreement before such termination/ cessation.

52. Notwithstanding the termination of the Amended Agreement, the provisions of the Amended Agreement that are expressed to survive termination shall survive the termination of the Amended Agreement.

53. Capitalized terms and expressions used in this Part B of the Articles but not defined shall have the meaning attributes to them in the Amended Agreement. For the avoidance of doubt, in the event such terms are also defined in both the Investment Agreement and the New Investment Agreement, they shall bear the meaning as ascribed to them in the New Investment Agreement.

54. **Characteristics of CCDs**

54.1 Conversion

54.1.1 Each CCD shall be converted into such number of Equity Shares of the Company and at such conversion price as set out in Schedule 8 of the Investment Agreement. The CCDs shall convert into Equity Shares of the Company in accordance with the provisions of the Investment Agreement and these Articles.

54.2 Mechanics of Conversion

54.2.1 In order to effect a conversion into Equity Shares, the holder of the CCD shall give written notice to the Company (the “**Conversion Notice**”) at its principal corporate office, of the election to convert the same and shall state therein the number of shares to be converted and the name or names in which the certificate or certificates for Equity Shares are to be issued. The Company will (i) obtain as soon as practicable after receipt of the Conversion Request all Governmental Approvals, if any, specified in the Conversion Request and (ii) within ten days of the date of the Conversion Notice, subject to the terms and conditions hereof, take any corporate and/or shareholder proceedings or action to allot the Equity Shares as specified in the Conversion Request. The Company will promptly advise the holder of the CCDs giving the Conversion Notice of the obtaining of such Governmental Approvals, of the taking of any such corporate and/or shareholder action and of any development relevant to such obtaining or such proceedings or action.

54.2.2 Any holder converting the CCDs shall surrender the certificate or certificates representing the CCDs to be converted at the principal corporate office of the Company either at the time the Conversion Notice is given to the Company or, if the Conversion Notice is accompanied by a Conversion Request, after receipt by the Company of all Governmental Approvals specified in the Conversion Request and after the taking of the corporate and/or shareholder proceedings or action specified in the Conversion Request (the date of such surrender, the “**Conversion Date**”, provided that if the CCD certificate(s) are received by the Company on a day which is not a Business Day or after the close of business on a Business Day, the Conversion Date shall be deemed to occur on the Business Day following the date such certificate(s) are received). Failure to surrender such certificate(s) shall not affect the conversion of any holder's CCDs, provided that any holder failing to surrender its certificate(s) shall deliver to the Company a duly executed declaration of lost share certificate in a form reasonably acceptable to the Company, which holder shall, indemnify and hold harmless the Company from any cost or expense incurred by any person as a result of the lost certificate(s).

54.2.3 As soon as practicable after the Conversion Date, and in any event within ten (10) days thereafter, the Company at its expenses will cause to be issued in the name of, and delivered to, the holder, or, subject to the terms and conditions hereof, to such other persons as the holder may designate a certificate or certificates for the number of Equity Shares to which such holder shall be entitled upon such exercise. The holder shall be deemed to be the holder of record of the Equity Shares on the Conversion Date, notwithstanding that the register of members of the Company shall then be closed or that certificates representing such Equity Shares shall not then be actually delivered to the holder.

54.2.4 The Company shall pay any and all documentary, stamp or similar issue Taxes payable in respect of the issue of the Equity Shares.



54.3 Conversion Price Adjustment Based on Other Events

- 54.3.1 If the Company should at any time fix a record date for the effectuation of a split or subdivision of the outstanding Equity Shares or the determination of holders of Equity Shares entitled to receive a distribution payable in additional Equity Shares or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional Equity Shares (hereinafter referred to as “**Equity Shares Equivalents**”) without payment of any consideration by such holder for the additional Equity Shares or the Equity Shares Equivalents (including the additional Equity Shares issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the conversion price of the CCDs shall be appropriately adjusted so that the number of Equity Shares issuable on conversion of each CCD shall be increased in proportion to such increase of the aggregate of Equity Shares outstanding and those issuable with respect to such Equity Shares Equivalents.
- 54.3.2 If the number of Equity Shares outstanding at any time is decreased by a combination / consolidation of the outstanding Equity Shares, then, following the record date of such combination / consolidation, the conversion price for the CCDs shall be appropriately increased so that the number of Equity Shares issuable on conversion of each CCDs shall be decreased in proportion to such decrease in outstanding shares.
- 54.3.3 If at any time or from time to time there shall be a recapitalization or reclassification of the Equity Shares (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing corporation), provision shall be made so that the holders of the CCDs shall thereafter be entitled to receive upon conversion of the CCDs the number of shares or other securities or property of the Company or otherwise, to which a holder of Equity Shares deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Article with respect to the rights of the holders of the CCDs after the recapitalization to the end that the provisions of this Article (including adjustment of the conversion price then in effect and the number of shares issuable upon conversion of the CCDs) shall be applicable after that event as nearly equivalent as may be practicable.
- 54.3.4 **Impairment** - The Company will not, by amendment of its Restated Articles or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Article 52 in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the CCDs against impairment.

54.4 No Fractional Shares and Certificate as to Adjustments

- 54.4.1 No fractional share shall be issued upon the conversion of any CCD, and the number of Equity Shares to be issued shall be rounded to the next whole share. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of CCDs the holder is at the time converting into Equity Shares and the number of Equity Shares issuable upon such aggregate conversion.
- 54.4.2 Upon the occurrence of each adjustment of the conversion price of the CCDs pursuant to this Article 5.4, the Company, at its expense, shall promptly compute such adjustment in accordance with the terms hereof and prepare and furnish to each holder of the CCDs a certificate setting forth such adjustment and showing in detail the facts upon such adjustment is based. The Company shall, upon the written request at any time of any holder of CCDs, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustment and readjustment, (ii) the conversion price for such CCDs at the time in effect, and (iii) the number of Equity Shares and the amount, if any, of other property that at the time would be received upon the conversion of a CCD.

54.5 Reservation of Shares Issuable Upon Conversion

- 54.5.1 The Company shall at all times reserve and keep available out of its authorized but unissued Equity Shares, solely for the purpose of effecting the conversion of the CCDs, such number of Equity Shares as shall from time to time be sufficient to effect the conversion of all outstanding CCDs; and if at any time the number of authorized but unissued Equity Shares shall not be sufficient to effect the conversion of all then outstanding CCDs (taking into account the issuance of Equity Shares pursuant to any existing convertible security), the Company will take all corporate action as may be necessary to increase its authorized but unissued Equity Shares to





such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to the Company's Memorandum of Association.

#### **54A Directors and Officers Liability Insurance Policy**

- 54 A. 1 The Company shall obtain a Directors and Officers Liability Insurance Policy (*D&O Policy*), for such amount and on terms as acceptable to the New Investor within 10 days of the New Completion.
- 54 A.2 Immediately on obtaining the D&O Policy, the Company shall hold a Board meeting wherein the nominee of the New Investor shall be appointed as an additional director on the Board and on the audit committee and such other committee as the New Investor may request. The Company shall, at the first shareholders meeting (to be held as soon as reasonably practicable by the Company) held after the New Completion Date, ratify the appointment of the nominee director of the New Investor on the Board.
- 54 A.3 Till such time as the New Investor nominee is appointed a director on the Board and the committees thereof as per Article 54A.2 above, all information provided to the other directors including all notices of board meetings along with relevant agenda papers, shall be provided to the New Investor. For the avoidance of doubt, no decisions with respect to any Reserved Matters shall be taken unless the prior written Consent of the New Investor is obtained.
- 54 A.4 The Selling Promoters shall be responsible for the payment of all applicable Taxes attributable to the transfer of the New Sale Shares, including the stamp duty payable on the New Investment Agreement.
- 54 A.5 Without prejudice to the other rights of the New Investor, the Company undertakes, jointly (with the Promoters) and severally, to indemnify the New Investor in respect of all Losses arising consequent to the failure of the Company and/or the Promoters to fulfill the items mentioned in this Article 54A.
- 54 A.6 The mark "FTC Friday Thyrocare Clinic" shall be transferred in the name of the Company within such time and in such manner as determined by the Board of the Company.
- 54 A.7 On the day of the receipt of the New Purchase Consideration by the Selling Promoters, Form FC-TRS shall be filed with the concerned authorised dealer and the confirmation of the authorised dealer obtained thereon and delivered to the Company.
- 54 A.8 On the date of the receipt of the New Purchase Consideration by the Selling Promoters, the Company shall hold a meeting of its Board, at which the following shall be resolved and approved:
- (a) the transfer of New Sale Shares to the New Investor from each of the Selling Promoters shall be approved and taken on record; and
  - (b) the entry into the register of members holders of the Company, the name of the New Investor and/or such nominee(s) of the New Investor as the holder of the New Sale Shares and the making of such other entries into other corporate records of the Company as may be necessary.

#### **55. Indemnification**

- 55.1 Subject to Article 55.2, the Company and the Promoters jointly and severally, indemnify, defend and hold harmless, promptly on demand at any time and from time to time, the Investor and each of its Related Parties, officers, directors, agents and employees (the "**Investor Indemnified Parties**") and the Promoters covenant and agree to defend and hold harmless, promptly on demand at any time and from time to time the Company, and each Group Company ("Group Indemnified Parties", and together with the "Investor Indemnified Parties", ("**Indemnified Parties**") from and against, and pay or reimburse the relevant Indemnified Parties for any and all Losses, relating to or arising out of or in connection with:
- (a) any breach of any Warranty;
  - (b) any breach, default or violation of or failure to fulfil any covenant, obligation, agreement or unwaived condition under the Investment Agreement and this Part B of the Articles;
  - (c) any liabilities (including contingent liabilities, whether or not known or contemplated at the time of execution of the Investment Agreement) of the Company not disclosed to the Investor in the Accounts prior to the execution of the Investment Agreement;
  - (d) any default or gross negligence or willful misconduct or fraud or breach of any Law or part of the Promoters and/or the Company or its Subsidiaries;



- (e) any existing, threatened or, as the case may be disposed of Litigation, actions, proceedings, claims, liabilities (including statutory liability), penalties, demands, prosecution, mediation, arbitration, enquiry or claims ("Claims") and costs (including reimbursement of any loss suffered by any Indemnified Party) awards or damages against or involving the Company or its Subsidiaries or their respective businesses, unless such Litigation, Claims and/ or costs are or were known to the Company and/ or the Promoters but were not disclosed to the Investor;
- (f) the Investment Agreement and this Part B of the Articles and any and all costs and expenses incurred by the Investor in respect of a claim under this Indemnity
- (g) Each Promoter jointly and severally hereby indemnifies the Indemnified Parties and agree to keep the Indemnified Parties fully indemnified against, all Losses relating to or arising out of or in connection with any actual or threatened claim, legal action, proceeding, suit, litigation, prosecution, mediation, arbitration or enquiry by or against any Indemnified Party, where it relates to any event, matter or circumstance in relation to the Promoter, the Company or its Subsidiaries or the Business;
- 55.2 For the purposes of Part B of the Articles, the term Losses shall includes all losses, claims, costs, and damages (whether direct, indirect, general, special, absolute, accrued, conditional or otherwise and whether or not resulting from third party claims), including interests and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys' and accountants' fees and disbursements.
- 55.3 An Indemnifying Party shall not be liable to make any indemnity payment in respect of a Loss or a series of Losses unless such Loss or a series of Losses aggregate to or exceed an amount of Rs. 10,000,000/- (Rupees ten million only) in value, in which event all such Losses shall become payable in their entirety.
- 55.4 The Investor shall, in its absolute discretion, from time to time in respect of any claim arising under this Article 55 determine (a) whether the Promoters and/or the Company shall indemnify the relevant Indemnified Party in respect of that claim, (b) which Indemnified Party (or more than one, as relevant) shall be indemnified in respect of that claim; and (c) the allocation of the indemnity as between the relevant Indemnified Party (or more than one, as relevant) and the Investor shall notify the Promoters and the Company in writing of its determination. The Promoters and the Company agree to comply with that determination. As the Investor is a shareholder in the Company, and therefore, the Company is partly owned by the Investor, the amounts payable by the Company to the Investor pursuant to this Article (as indemnification for the Losses suffered by the Investor) will be grossed up (such grossed up amount may be referred to hereinafter as the "**Indemnity Amount**") such that the remaining shareholders' of the Company share of the Indemnity Amount (by virtue of their shareholding in the Company) will be equal to the Loss. If the Promoters are in accordance with this Article 55 required to indemnify an Indemnified Party in respect of a claim arising due to an act or omission of the Company or any of its Subsidiaries, the Promoters shall waive any rights of counter-indemnity or other rights at Law against the Company and its Subsidiaries (as relevant) in respect of that indemnity. Any Loss suffered by the Company as a result of a breach of any Warranties and/or covenants under the Investment Agreement and this Chapter I of these Articles shall be deemed to be a Loss for the Investor. In respect of any matter in relation to which the Investor is entitled to be indemnified by the Company or the Promoters under the Investment Agreement and this Part B of the Articles, in the event that any of the Company, its Subsidiaries or the Promoters make any payment (the "**Base Payment**") to the Investor hereunder, the Company or such Promoters shall make a further payment (the "**Additional Payment**") to the Investor so that the sum of the Base Payment and the Additional Payment shall, after deducting from such payments the amount of all Taxes required to be paid in respect of the receipt or accrual of such payments, be equal to the Base Payment. Notwithstanding the foregoing, no Person (other than the Investor) shall have the right to, and shall not be paid, any reimbursement from the Company or its Subsidiaries for any indemnity amount it paid to the Investor if it is obliged to indemnify the Investor under this Article 55.
- 55.5 The Investor shall be entitled, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). The indemnification rights under the Investment Agreement and this Part B of the Articles are independent of, and in addition to, such other rights and remedies of the Indemnified Parties may have at Law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- 55.6 It is acknowledged and agreed that the benefit of the Warranties and of the indemnities granted under this Article 54 shall extend also to any and all Losses in relation to the Investor's Shares held by the Investor or any member of the Investor Group or Equity Shares acquired



Investor or any member of the Investor Group at any time on or after the date of the Investment Agreement.

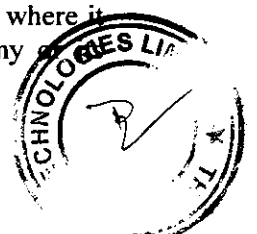
55.7 The Promoters shall pay to the Investor and each member of the Investor Group promptly on demand by the Investor an amount equal to such proportion of any and all Taxes payable or suffered by the Company in respect of the items mentioned below as is equal to the proportion of the Investor Shares (on and as converted basis) in the Company's share capital (a) in respect of or arising from any transaction effected or deemed to have been effected on or prior to the Completion; (b) by reference to any profits earned, accrued or received (or deemed to have been earned, accrued or received) on or before the Completion; (c) any and all Tax arising by reason of the unavailability of any Tax Holiday, concession, benefit or exemption at any time (including after the Completion) where the reason for such unavailability is attributable to a transaction or the non-compliance with any formalities necessary for the continuance of such Tax Holiday concession, benefit or exemption on or before the Completion; and (d) any and all reasonable costs and expenses (including legal costs) incurred by the Investor in respect of a claim under this Indemnity.

#### 55 A. New Investor Indemnification

55 A.1 Subject to Article 55 A.3:

- (a) The Promoters jointly and severally, indemnify, and hold harmless, promptly on demand at any time and from time to time, the New Investor and each of its Affiliates, officers, directors, agents and employees (the "**New Investor Indemnified Parties**") and the Promoters shall indemnify and hold harmless, promptly on demand at any time and from time to time the Company, and each Group Company ("**Group Indemnified Parties**", and together with the "**New Investor Indemnified Parties**", ("**New Indemnified Parties**") from and against, and pay or reimburse the relevant New Indemnified Parties for any and all Losses, relating to or arising out of or in connection with:
- (i) any breach of any New Investor Warranty furnished to the New Investor under the terms of the New Investment Agreement and Part B of the Articles or any indemnity provided to the Existing Investor for breach of representations and warranties under the Initial Investment Agreement, or any indemnity provided to the Existing Investor for breach of the aforesaid;
  - (ii) any breach, default or violation of or failure to fulfill any covenant, obligation, agreement or unwaived condition under the New Investment Agreement;
  - (iii) any liabilities (including contingent liabilities, whether or not known or contemplated at the time of execution of the New Investment Agreement) of the Company not disclosed to the New Investor in the Accounts prior to the execution of the New Investment Agreement;
  - (iv) any default or gross negligence or willful misconduct or fraud or breach of any Law on the part of the Promoters and/or the Company or the Group Company;
  - (v) any existing, threatened or, as the case may be disposed of Litigation, actions, proceedings, claims, liabilities (including statutory liability), penalties, demands, prosecution, mediation, arbitration, enquiry or claims ("**New Investor Claims**") and costs (including reimbursement of any loss suffered by any New Indemnified Party) awards or damages against or involving the Company or its Subsidiaries or their respective businesses, if such Litigation, New Investor Claims and/ or costs are or were known to the Company and/ or the Promoters but were not fully disclosed to the New Investor in the New Disclosure Letter provided to the New Investor;
  - (vi) the New Investment Agreement and any and all costs and expenses incurred by the New Investor in respect of a claim under this Indemnity under these Articles, the New Investment Agreement or otherwise.
  - (vii) any Losses arising on account of any event giving rise to an indemnity or other claim by the Existing Investor pursuant to the New Investment Agreement or any other Transaction Documents (as defined in the New Investment Agreement) or any payments made or compensation paid to the Existing Investor pursuant to such indemnity or other claim.

55 A.2 Each Promoter jointly and severally indemnifies the New Indemnified Parties and shall keep the New Indemnified Parties fully indemnified against, all Losses relating to or arising out of or in connection with any actual or threatened claim, legal action, proceeding, suit, litigation, prosecution, mediation, arbitration or enquiry by or against any New Indemnified Party, where it relates to any event, matter or circumstance in relation to the Promoter, the Company or its Subsidiaries or the Business.



- 55 A.3 An Indemnifying Party shall not be liable to make any indemnity payment in respect of a Loss or a series of Losses unless such Loss or a series of Losses aggregate to or exceed an amount of Rs. 10,000,000/- (Rupees Ten million only) in value, in which event all such Losses shall become payable in their entirety.
- 55 A.4 Articles 55.4 to 55.7 shall be deemed to be incorporated in this Article 7 A, provided that (i) references therein to the Existing Investor or the Existing Investor Group shall be deemed to be references to the New Investor or the New Investor Group, accordingly, (ii) references therein to the securities held by the Existing Investor shall be deemed to be references to the New Investor's Shares; (iii) references therein to Warranties shall be deemed to be references to New Investor Warranties and (iv) references therein to Completion shall be deemed to be references to the New Completion.
- 56. Investor's Indemnity**
- 56.1 The Investor shall indemnify and agrees to defend and hold harmless, promptly on demand, each of the Promoters from and against, and pay or reimburse the relevant Promoters for any and all losses suffered by the Promoters, relating to or arising out of or in connection with any difference between capital gains tax and income tax paid by the Promoters on account of conversion of CCDs into equity shares of the Company.
- 57. Investor Director**
- 57.1 The Board shall at all times comprise a maximum of 8 (eight) directors, of whom the Investor shall be entitled to appoint and maintain in office 2 (two) non retiring directors (and to remove from office any director so appointed and to appoint another in the place of the director so removed) (the *Investor Directors*) on the Board of Directors of the Company.
- 57.2 To the extent permissible by Law, the appointment of the Investor Director(s) shall be by direct nomination by the Investor and any appointment or removal under this Article shall, unless the contrary intention appears, take effect from the date it is notified to the Company in writing. If the Law does not permit the person nominated by the Investor to be appointed as a director of the Company merely by nomination by the Investor, then Company and the Promoters, shall ensure that the concerned board of directors forthwith (and in any event within 7 Business Days of such nomination or at the next board meeting, whichever is earlier) appoints such person as a director of the Company and further that, unless the Investor changes or withdraws such nomination, such person is also elected as a director of the Company at the next general meeting of the shareholders of the Company. Any director, who is disqualified by Law to be or continue as a director of a company, shall be automatically deemed to have been removed from Board without any further action on the part of either the Company, the Promoters or the Investor. Upon such disqualification of any director, the Investor shall be entitled to nominate another director in his place instead.
- 57.3 The Promoters shall be entitled to appoint 3 (three) directors (**Promoter Directors**). 2 (two) directors shall be independent directors (as such expression is defined in any listing agreement of the Exchanges), who shall be appointed with the mutual consent of the Existing Investor, New Investor and the Executive Promoters. The audit and remuneration committees shall be chaired by an independent director.
- 57.4 Notwithstanding anything contained to the contrary in this Part B of the Articles, none of the Investor's Director would be required to hold any qualification shares in the Company so as to be eligible for appointment as a director.
- 57.5 Notwithstanding that the Investor Directors may be independent directors (as such expression is defined in any listing agreement which may be entered into at any time between the Company and the Exchanges), none of the Investor Directors shall be construed or counted by the Company as an independent director for the purpose of determining the number of independent directors which the Company is required to have on its Board by the listing agreement.
- 57.6 Without prejudice to the above, the Company and the Promoters agree to exercise all powers and rights available to them so as to fix the number of directors in accordance with this Article 8 and to ensure that the persons nominated by the Investor are expeditiously appointed or removed (as the Investor may specify) as directors of the Company and the appointments and removals referred to in this Article 8 result in the persons nominated / appointed or removed becoming or ceasing to be directors of the Company.
- 57.7 The Chairman of the Board and the Managing Director shall be Dr. A. Velumani and the Chairman shall have a casting vote.



- 57.8 An Investor Director shall be entitled to be a member of, or at the option of the Investor, an invitee on the Audit Committee constituted by the Board.
- 57.9 Each Promoter of the Company shall exercise its vote in relation to the Equity Shares controlled by it for the removal of the Investor Director upon the written request of the Investor. None of the Promoters of the Company shall exercise their respective votes in relation to the Equity Shares controlled by them for the removal of the Investor Directors in any circumstances other than when the Investor requests for the removal of such director. In the event an Investor Director is removed in accordance with this Article or the Investor otherwise requests that a replacement director be appointed in place and instead of any Investor Director, the Investor will have the right to nominate such successor or replacement of such Investor Director, and such successor or replacement director shall be nominated and elected on the Board on the same date as such removal or resignation, as the case may be.
- 57.10 Subject to the relevant provisions of the Act, the Investor and the Executive Promoters shall, from time to time, be entitled to nominate a person to be appointed as an alternate director to an Investor Director; and the Company shall exercise all its rights and powers and take all requisite actions to ensure that such person(s) is/are appointed forthwith as the alternate director of the concerned Investor Director.
- 57.11 Subject to the relevant provisions of the Act, the Promoters shall be entitled to from time to time nominate a person to be appointed as an alternate director to a Promoter Director; and the Company shall exercise all its rights and powers and take all requisite actions to ensure that such person(s) is/are appointed forthwith as the alternate director of the concerned Promoter Director.
- 57.12 Subject to the relevant provisions of the Act, the Company shall pay to each of the Directors such out of pocket expenses incurred in order to attend shareholder, board, committee and other meetings of the Company or otherwise perform their duties and functions as a director of the Company or member of the Audit Committee or any other committee of the Company of which Director is a member as may be decided by the Board.
- 57.13 The Investors' Directors shall be entitled to seek information on the books, accounts and records of the Company and other Group Company and shall have free access, at all reasonable times and with prior reasonable written notice, to any and all properties and facilities of the Company and any other Group Company. The Company and/or such other Group Company shall provide such information relating to their respective business affairs and financial position as the Investors' Directors may reasonably require. The Investors' Directors may provide such information to the concerned Investor and its Affiliates and representatives.
- 57.14 Subject to Article 54.A.1, the Company shall at all times maintain director's liability insurance for an amount and on terms as agreed by the Board.
- 57.15 In addition to the indemnities provided under Articles 6 and 6A, the Promoters and the Company shall jointly and severally indemnify the Investor Directors to the full extent permissible under law, including against:-
- (a) any act, omission or conduct of or by the Company, the Promoters or their employees or agents as a result of which, in whole or in part, any Investor Director is made a party to, or otherwise incurs any loss pursuant to, any action, suit, claim or proceeding arising out of or relating to any such conduct; or
  - (b) any action or failure to act undertaken by any Investor Director at the request of or with the consent of the Company or any of the Promoters; or
  - (c) contravention of any Law including, without limiting the generality of the foregoing, the Foreign Exchange (Management) Act 1999 and Laws relating to provident fund, gratuity, labour, environment and pollution; and any action or proceedings taken against any Investor Director in connection.
- 57.1A The New Investor shall be entitled to appoint and maintain in office 1 (one) non retiring director (and to remove from office such director so appointed and to appoint another in the place of the director so removed), and such director shall, (in addition to the 2 directors appointed by the Existing Investor) be deemed to be an *Investor Director* as defined in Article 51.1 and shall be included within the term *Investor Directors* as applicable.
- 57.1B Except with respect to Article 51.1, the provisions of Article 51 under these Articles with respect to the rights of the Existing Investor, and the Investor Director appointed by the Existing Investor,



shall apply mutatis mutandis to the New Investor and the Investor Director appointed by the New Investor, as applicable as if such New Investor was the Existing Investor and the Investor Director nominated by the New Investor was an Investor Director nominated by the Existing Investor.

## **58. Corporate Governance**

- 58.1 At least 14 Business Days' notice of each Board meeting shall be given to each director unless in any particular case a majority of the directors (which majority shall include at least one Investor Director appointed by the Existing Investor and one Investor Director of the New Investor) agree otherwise. The detailed agenda for each Board meeting and all papers connected therewith and/or proposed to be placed or tabled before the board shall be circulated together with the notice and, if any item other than those specified in the agenda may be discussed at any Board meeting, then either of the Investor Directors appointed by the Existing Investor and/or the New Investor respectively, may require that any discussion or vote on the same be deferred to the next meeting of the Board.
- 58.2 The quorum for any board meeting and for any shareholder meeting of the Company shall include the presence of at least one Investor Director appointed by each of the Existing Investor and the New Investor, and one representative of each of the Existing Investor and the New Investor respectively. Provided however notwithstanding the foregoing, in the event the Investor Director appointed by the New Investor is not present or able to attend any board meeting and at least one Investor Director appointed by the Existing Investor is present for such board meeting, then presence of the Investor Director appointed by the New Investor shall not be required to form the quorum for such board meeting. Provided however, that it is clarified that foregoing proviso shall not apply in case (i) any of the items for the concerned board meeting are Reserved Matter items and the New Investor has not provided its written consent in respect of such matter to the Company; (ii) due notice of the concerned board meeting has not been provided to the Investor Director appointed by the New Investor; (iii) the item taken up in the concerned board meeting is not covered in the notice provided to the Investor Director appointed by the New Investor for such board meeting; notwithstanding anything contained herein, the presence of the Investor Director appointed by the New Investor shall be required to form quorum for the purposes of this Article 52.2 in the event any of the sub-clauses (i), (ii) and/or (iii) are applicable at any point in time.
- 58.3 The Promoters shall table before the Board any matter that any of the Investors propose to be discussed by the Board.

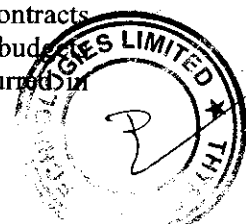
## **59. Information and Inspection Rights**

- 59 A The provisions of this Article 59 with respect to the rights of the Existing Investor shall apply mutatis mutandis to the New Investor as if the New Investor was the Existing Investor.
- 59.1 The Company shall and the Company and/or the Promoters shall ensure that all other Corporate Shareholders shall promptly provide to the Investor all such information in relation to the Company and/ or the affairs of the Company as they may request in a form acceptable to the Investor, including without limitation:
- (a) as soon as available, but in any event within 90 (ninety) days after the end of each fiscal year of the Company, a copy of the audited consolidated and stand alone balance sheets of the Company and its Subsidiaries as at the end of such fiscal year and the related consolidated and stand alone statements of income, statements of changes in shareholders' equity and statements of cash flows of the Company and its Subsidiaries for such fiscal year, all in reasonable detail and stating in comparative form the figures as at the end of and for the previous fiscal year accompanied by an opinion of the external auditor of the Company, which opinion shall state that such auditor's audit was conducted in accordance with GAAP and that it is not subject to any qualification resulting from a limit on the scope of the examination of the financial statements or the underlying data or which could be eliminated by changes in the financial statements or the notes thereto or by the creation of or increase in a reserve or a decreased carrying value of assets; all such financial statements shall be complete and correct in all material respects and shall be prepared in conformity with GAAP and applied on a consistent basis throughout the periods reflected therein except as stated therein;
- (b) as soon as available, but in any event not later than 15 (fifteen) days after the end of each quarter, (i) the un-audited consolidated and stand alone balance sheets of the Company and its Subsidiaries as at the end of such quarter and the related un-audited consolidated and stand alone statements of income, statements of changes in shareholders' equity,



statements of cash flows of the Company and its Subsidiaries for such quarter and for the elapsed period in such fiscal year, all in reasonable detail and stating in comparative form the figures as of the end of and for the comparable periods of the preceding fiscal year and budgeted figures for the period, certified by the Chief Financial Officer of the Company; all such financial statements shall be complete and correct in all material respects and shall be prepared in conformity with GAAP and applied on a consistent basis throughout the periods reflected therein except as stated therein and (ii) the quarterly operating statistics of the Company and subsidiaries as at the end of such quarter;

- (c) as soon as available, but in any event not later than 7 (seven) days after the end of each month, (i) the un-audited consolidated and stand alone balance sheets of the Company and its Subsidiaries as at the end of such month and the related un-audited consolidated and stand alone statements of income, statements of changes in shareholders' equity and statements of cash flows of the Company and its Subsidiaries for such month and (ii) the monthly operating statistics of the Company and its Subsidiaries as at the end of such month;
  - (d) as soon as available, but in any event not later than 14 (fourteen) days after the end of each month, monthly management review detailing key operational performance indicators and statistics in a form reasonably satisfactory to the Investor;
  - (e) minutes of meetings of the Board, its committees and the shareholders of the Company within 15 (fifteen) days of the occurrence of such meetings;
  - (f) promptly, copies of all documents and other information regularly provided to any other security holder of the Company and/or its Subsidiaries, including any management or audit or investigative reports provided to any other security holder;
  - (g) promptly, copies of all documents and other information regularly provided to or received from any Governmental Authority;
  - (h) promptly, such additional information and explanation of any event or development at the Company or any Subsidiary which has a significant impact on the business, operations, profits, conditions (financial or otherwise), prospects, results of operations, properties, assets or liabilities of the Company;
  - (i) other relevant material information including annual business plans, capital expenditure budgets and management reporting information not set forth above;
  - (j) a proposed annual business plan and budget for the fiscal year by March 15 of the preceding fiscal year;
  - (k) any actual or proposed material Contract;
  - (l) any actual or proposed Contract for sale, lease or license of real estate;
  - (m) such other financial and accounting reports and information as mutually agreed; and
  - (n) details of any event of force majeure or any other event which could have or result in Material Adverse Effect.
- 59.2 Any other information requested by any Investor shall be provided promptly by the Company or the Promoter to all the Investors. It is clarified that all information required to be provided to any of the Investors under Article 10, shall also to be provided to the other Investor.
- 59.3 The Company shall conduct quarterly business review and progress discussion with the Investor, the Investor representatives and the management team of the Company.
- 59.4 The Investor may at any time require that the information referred to in this Article 59 be provided to the Investor Director, its Affiliates or any partners or investors of or in Affiliates, in place of or in addition to the Investor.
- 59.5 Upon the listing of the equity shares on any stock exchange, the Company shall, prior to providing any unpublished price sensitive information to the Investor, ensure that such information is published by disclosing the same in accordance with Law.
- 59.6 The Company shall give full access to the Investor and their authorized Representatives to visit and inspect all properties, assets, corporate, financial and other records, reports, books, contracts and commitments of the Company, and to discuss and consult its business, actions plans, budgets and finances with the directors and executive officers of the Company. All costs incurred in



connection with such inspection shall be borne by the Investor. The Company shall, subject to reasonable notice, permit the Investor, at its own cost and expense, to appoint an auditor or any other consultant to inspect the accounts of or access the records and books of the Subsidiaries. The Company and the Promoters shall ensure any consent of any other persons required for this purpose.

- 59.7 The Company shall periodically report to the Board, an update on the performance of business of the Company, including the Subsidiaries of the Company, by the provision of all such data and information as may be required for this purpose.
- 59.8 In the event of any breach of the terms hereof by the Company or the Promoters or in the event that there is any Event of Default, then the Investor shall be entitled to appoint consultants and advisors at its discretion to attend and inspect the offices and premises of the Company and to assess the damage caused to the Investor. Any such assessment shall be binding on the Promoters and the Company and the costs of such consultants and advisors shall be borne by the Investor. The Company and Promoters shall render full cooperation to the Investor and the consultants and advisors so appointed in this regard.

## **60. Reserved Matters**

- 60.1 Notwithstanding anything in these Articles, the Amended Agreement or other Transaction Document, neither the Company nor any Group Company shall take any action or decision relating to any of the following Reserved Matters, and each of the Company and the Promoters shall procure that no action or decision relating to the following Reserved Matters (i) set out in Part A shall be taken (whether by the board of directors, any committee, or the shareholders of the Company, its Subsidiaries or any of their employees, officers or managers) unless each of the Existing Investor's Consent and the New Investor's Consent is obtained in writing for such action or decision; and (ii) set out in Part B shall be taken (whether by the board of directors, any committee, or the shareholders of the Company, its Subsidiaries or any of their employees, officers or managers) unless the New Investor's Consent is obtained in writing for such action or decision:

### **PART A**

- (a) Acquisition of shares, assets of value above Rs. 50,000,000/- (Rupees fifty million only), business, business organization or division of any other person, creation of legal entities, joint ventures or partnerships, mergers, de-mergers, spin-offs and consolidations, creation of any new Subsidiaries;
- (b) Providing guarantees or making any loans (other than in the ordinary course of business and subject to an agreed maximum limit);
- (c) Any changes in class rights for shares (directly or indirectly);
- (d) Entry into or amendments to any exclusive marketing agreements or arrangements;
- (e) Commencement of any new line of business, which is unrelated to the Business of the Company, or making of any investment (other than short-term deposits with banking institutions);
- (f) Any change in the issued, subscribed or paid up equity or preference share capital of the Company of any Group Company or re-organization of the share capital of any Group Company, including new issuance of shares or other securities of the Company or any Group Company or redemption, retirement or repurchase of any shares or other securities, issuance of convertible debentures or warrants, or grant of any options over its shares by the Company or any Group Company. For removal of doubt, this shall include issuance of shares by the Company pursuant to Article 46.7.6(b);
- (g) Sale, transfer or other disposition of, the Company, any of its Group Company or any other change in the capital structure of the Company and its Group Company;
- (h) Sale, transfer, assignment, mortgage, pledge, hypothecation, grant of security interest in, subject to any lien, or otherwise dispose of, any assets or securities of the Company or any of its Subsidiaries, with a fair market value of such assets or securities exceeding Rs. 1,000,000/- (Rupees one million only) in a single transaction, or Rs. 10,000,000/- (Rupees ten million only) on an aggregate basis, in any calendar year;
- (i) Listing/de-listing of the Company or any Group Company shares on any stock-exchanges or change in legal status e.g. public to private company status etc.; the taking of steps towards or appointment of any advisers in connection with a potential sale or flotation (on any new stock exchanges) of securities of the Company or any Group Company;
- (j) Incurrence, issuance or assumption of any form of indebtedness in excess of the levels agreed upon in the annual budget;
- (k) Declaration or payment of dividends or other distributions on any class of equity securities of the Company or any Group Company;





- (l) Approval, adoption, amendment or modification of the annual budget, or the taking of any action that would be inconsistent with the budget then in effect;
- (m) Capital expenditure, including constructions and leases, more than Rs. 50,000,000/- (Rupees Fifty million only) per annum in excess of the levels agreed upon in the annual budget;
- (n) Entering into, amendment or termination of any agreement or commitment that imposes or is likely to impose obligations or liabilities on the Company or any of its Group Companies to pay an amount of Rs. 10,000,000/- (Rupees ten million only) or more or provide services or products generating revenues of Rs. 10,000,000/- (Rupees ten million only) or more, in one calendar year, or imposes or is likely to impose on the Company or any of its Group Companies any obligation or liability, which is not capable of being quantified in monetary terms;
- (o) The appointment or removal and determination of the terms of employment including compensation of key management personnel and any significant changes in the terms of their employment agreements;
- (p) Create or adopt any new or additional equity option plan, or change, modify or amend any existing equity option plan;
- (q) The prosecution or settlement of legal actions or claims where the aggregate amount of all claims so prosecuted or settled would exceed Rs. 10,000,000/- (Rupees ten million only) within any financial year;
- (r) Any agreement, arrangement, transaction or assignment of any assets of the Company with a value of more than Rs. 10,000,000/- (Rupees ten million only);
- (s) Dissolution, winding-up or liquidation of the Company or any of its Group Company, whether or not voluntary, or any restructuring or reorganization which has a similar effect;
- (t) Affiliated or related party transactions, agreements or arrangements between the Company or a Group Company and the Existing Shareholders, their associates or their affiliates;
- (u) Any amendment, supplement, modification or restatement of the memorandum or articles of association of the Company or any of its Group Companies as in effect on the date hereof;
- (v) Material changes to accounting or tax policies, procedures or practices or change of internal or statutory auditors;
- (w) Change of registered office;
- (x) Delegation of authority or any of the powers relating to any matter contained in this Article of the board of the Company and/or its Affiliates or Group Company to any individual or committee and any commitment or agreement to do any of the foregoing.
- (y) Adoption of any Benefit Plans and Schemes by the Company and any amendment to such Benefit Plans and Schemes presently existing and from time to time.

#### **Part B**

- (a) Merger, amalgamation, sale of all or substantially all of the assets, change of control or other similar events of Nueclear into or in connection with the Company or its Affiliates;
- (b) Purchase by the Company of the shares of any shareholder in Nueclear other than the shares held by the Group Company and/ or Affiliates of the Company;

It is clarified that for the purposes of the New Investor, the term "Group Company" appearing in Part A above shall not include Nueclear.

#### **61. Exercise of Rights**

61 A The provisions of this Article 52 with respect to the rights of the Existing Investor shall apply mutatis mutandis to the New Investor as if the New Investor was the Existing Investor.

61.1 Without prejudice to the other provisions of the Investment Agreement and Part B of the Articles, each of the Promoters and the Company shall exercise all powers and rights available to them (including their voting rights and their rights as and in respect of directors) in support of the provisions of the Investment Agreement and Part B of the Articles and so as to ensure that the provisions of the Investment Agreement and Part B of the Articles are complied with in all respects by the Promoters, the Company and each Corporate Shareholder. Further, each of the Promoters shall exercise all powers and rights available to it including, without limitation, the influence that each of them can exercise over or in respect of Amruta Velumani, daughter of Dr. A. Velumani and Sumathi Velumani, wife of Dr. A. Velumani, being shareholders of the Company, so as to ensure that each of the aforesaid shareholders comply with all the provisions of the Investment Agreement and Part B of the Articles including, without limitation, the provisions relation to Dealings in Shares, Qualified Initial Public Offering, Exit Rights and Non-Compete. For the purpose of these Articles the term

61.2 The Investor shall exercise all powers and rights available to it (including its voting rights and its rights as and in respect of Directors) in support of the provisions of the Investment Agreement and Part B of the Articles and so as to ensure that the provisions of the Investment Agreement and Part B of the Articles are complied with in all respects by the Investor.



- 61.3 The Promoters and the Company shall be jointly and severally liable to ensure the performance of the Investment Agreement and Part B of the Articles. The Promoters shall *inter se* be jointly and severally liable for their obligations hereunder.
- 61.4 Each Promoter shall vote or cause to be voted all Equity Shares beneficially owned by such Promoter at any annual or extraordinary general meeting of shareholders of the Company (the *Shareholders Meeting*) or in any written consent executed in lieu of such a meeting of shareholders (the *Written Consent*), and shall take all other actions necessary, to give effect to the provisions of the Investment Agreement and Part B of the Articles and to ensure that Part B of the Articles do not, at any time hereafter, conflict in any respect with the provisions of the Investment Agreement including, without limitation, voting to approve amendments and/or restatements of these Articles and remove directors that take actions inconsistent with the Investment Agreement and Part B of the Articles or fail to take actions required to carry out the intent and purposes of the Investment Agreement and Part B of the Articles. In addition, each Promoter shall vote or cause to be voted all Equity Shares beneficially owned by such Promoter at any Shareholders Meeting or act by Written Consent with respect to such Equity Shares, upon any matter submitted for action by the Company's shareholders or with respect to which such shareholder may vote or act by Written Consent, in conformity with the specific terms and provisions of the Investment Agreement and Part B of the Articles. In the event that there is any conflict between the Investment Agreement and Part B of the Articles, the Investment Agreement shall prevail and the shareholders (but not the Company) shall to the extent necessary, cause the change, amendment or modification of these Articles to eliminate any such inconsistency.
- 61.5 In order to effectuate the provisions of the Investment Agreement and Part B of the Articles, and without limiting the generality of Article 61.3, each of the Promoters (a) agrees that when any action or vote is required to be taken by the Promoters pursuant to the Investment Agreement and Part B of the Articles, such Promoter shall use its best efforts to call, or cause the appropriate officers and directors of the Company to call, one or more Shareholders Meetings to take such action or vote, to attend such Shareholders Meetings in person or by proxy for purposes of obtaining a quorum, or to execute or cause to be executed a Written Consent to effectuate such shareholder action, (b) shall use its best efforts to cause the Board to adopt, either at a meeting of the Board or by unanimous written consent of the Board, all the resolutions necessary to effectuate the provisions of the Investment Agreement and Part B of these Articles and (c) shall use its best efforts, to the extent not in violation of applicable Law, to cause the Board to cause the Secretary of the Company, or if there be no Secretary, such other officer of the Company as the Board may appoint to fulfil the duties of Secretary, not to record any vote or consent contrary to the terms of this Article 61.
- 61.6 The Executive Promoters irrevocably and unconditionally undertake and shall ensure that all Promoters and all Affiliates of any Promoter that hold any Equity Shares but are not signatories to the New Investment Agreement or the Initial Investment Agreement (collectively referred to as the "**Non-Signing Promoters**"), including without limitation, Promoter No. 1, Promoter No. 2, Promoter, 3, Promoter No. 4, Promoter No. 5, Promoter No. 9, Promoter No. 10, Promoter 11, Promoter No. 13 and Promoter No. 14 (in each case, as defined in the Initial Investment Agreement), and the Non-Executing Promoters as defined under the Initial Investment Agreement, are bound by and shall comply with the provisions of the Initial Investment Agreement (as amended by the New Investment Agreement) and these Articles that are applicable to the Promoters including, without limitation, with respect to voting of their Equity Shares. The Executive Promoters, jointly and severally, agree and undertake to indemnify and keep the New Investor and the Existing Investor indemnified for any Losses arising on account of (i) any breach of the aforesaid obligation, (ii) any acts of the Non-Signing Promoters which are not in compliance of the provisions of the Initial Investment Agreement (as amended by the New Investment Agreement) and these Articles or (iii) any challenge or claim by any Non-Signing Promoters with respect to the validity of the New Investment Agreement (or any part thereof) against any Non-Signing Promoter or other Person.
- 61.7 Promoter No. 7, Promoter No. 8, Promoter 9 and Promoter No. 10 (as defined in the New Investment Agreement and collectively referred to as the "**New Promoters**") hereby agree, and other Parties agree and acknowledge that the New Promoters are bound by the provisions of the Initial Investment Agreement (as amended by the New Investment Agreement) and these Articles as if they were party to the Initial Investment Agreement and all references to the term "Promoter" in the Initial Investment Agreement shall be read to include each of the New Promoters. Each of the New Promoters shall exercise all of their rights, including any voting rights in respect of the Equity Shares of the Company, in accordance with the provisions of the Initial Investment Agreement (as amended by the New Investment Agreement) and these Articles and the Executive Promoters agree and undertake to and shall ensure the same.



## 62. Dealings in Shares

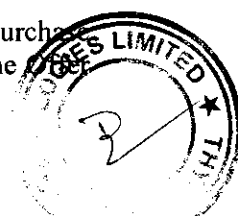
- 62.1 The Promoters shall not, except with both the Investors' written Consent, Transfer or Encumber all or any part of their respective shareholding in the Company; provided that the Promoters may transfer their Equity Shares in the Company to other Promoters without requiring the Investors' Consent, after giving prior intimation to each of the Investors in this regard; provided that the Executive Promoters shall continue to own, whether directly or indirectly, at least 51% of the share capital of the Company free from all Encumbrances, on a Fully Diluted Basis. Without prejudice to the aforesaid, the Executive Promoters shall at all times continue to hold, whether directly or indirectly, 51% of the share capital of the Company free from all Encumbrances on a Fully Diluted Basis; and the Promoters shall not do any act which has the effect of undermining the underlying beneficial/fiduciary rights and responsibilities of the Promoters.
- 62.2 Without prejudice to the aforesaid, neither of the Investors nor any Promoter shall Transfer (other than in a non-negotiated transaction conducted through a stock exchange or quotation system on which the Equity Shares are listed or quoted), any Equity Securities (a **Third Party Transfer**) legally or beneficially held by it to any person other than (i) in the case of the Existing Investor and the New Investor, within the Existing Investor Group and/or the New Investor Group (as the case may be); and (ii) in the case of the Promoters, among the Promoters and subject to the minimum shareholding requirement relating to the Executive Promoters in sub article 62.1 above, except pursuant to the following provisions:

### Where the Promoters are Transferors

- (a) In the event of any of the Promoters being a Transferor, the Transferor (being represented by the Executive Promoters jointly) shall deliver a written notice (**Sale Notice**) to each of the Investors (each referred to as **the Offeree**) setting out (i) the number of Equity Securities it proposes to Transfer (**Sale Securities**); and (ii) the price at which the Sale Securities are proposed to be transferred (**Offer Price**). Within 15 days of the date of the receipt of the Sale Notice (**Offer Period**), each Offeree shall be entitled to deliver a notice in writing to the Transferor for purchasing its pro-rata share (pro-rata to its shareholding vis-a-vis the other Investor in the Company) of the Sale Securities (**Purchase Notice**);
- (b) In the event any Offeree has failed to deliver the Purchase Notice to the Transferor (Non-purchasing Offeree) within the Offer Period, and the other Offeree is desirous of purchasing the portion of Sale Securities not elected to be purchased by the Non-purchasing Offeree, such Offeree shall be entitled to, by delivery of a written notice within a period of 5 days from the expiry of the Offer Period, purchase up to the entire balance portion of the Sale Securities at the Offer Price as set out in the Sale Notice.
- (c) If any Offeree agrees to purchase the Sale Securities pursuant to Clauses (a) or (b) above it shall purchase its pro-rata share of such Sale Securities or all the Sale Securities as the case may be, at the Offer Price, subject to receipt of any necessary third party approval or approvals of any Governmental Authorities, within 30 (thirty) days following the later of (i) the receipt of the Purchase Notice as set out under sub-clause (a) above and (ii) expiry of the 5 day period as set out under sub-clause (b) above, as the case may be.
- (d) Where no Purchase Notice is delivered by either of the Offerees within the Offer Period, or where a Purchase Notice is delivered, the Sale Securities are not purchased within the time period as set out under sub-clause (c) above, then the Transferor shall be permitted to sell the Sale Securities at a price not lower than the Offer Price, to a third party, within a period of 180 (one hundred and eighty) days of the expiry of the Offer Period or the period as set out under sub-clause (c) above, as applicable. If such sale is not completed within the aforesaid period of 180 (one hundred and eighty) day, then transfer of the Sale Securities by the Transferor shall again be subject to the requirements of sub-clauses (a) to (d) this Article 62.2.

### Where either of the Investors is a Transferor:

- (e) In the event of either of the Investors being a Transferor, the Transferor shall deliver a written notice (**Sale Notice**) to the Executive Promoters (referred to as **the Offeree**) setting out the number of Equity Securities it proposes to Transfer (**Sale Securities**). Within 15 days of the date of the Sale Notice (**Offer Period**), the Offerees shall deliver a notice in writing to the Transferor setting out a price for purchasing (**Offer Price**) all and not less than all of the Sale Securities at a within 30 (thirty) days of the date of the said notice subject only to any consents required in connection with that Transfer (**Purchase Notice**);
- (f) If the Transferor agrees to sell the Sale Securities at the price as set out under the Purchase Notice, the Offeree shall purchase all and not less than all of the Sale Securities at the



Price, subject to receipt of any necessary third party approval or approvals of any Governmental Authorities, within 30 (thirty) days following the completion of the Offer Period.

(g) Where no Purchase Notice is delivered by the Offerees within the Offer Period or where the Offer Price is accepted but the Sale Securities are not purchased within the time period set forth in (f) above, the Transferor shall be free to sell the Sale Securities to any Person at any price at any time. Where the Offer Price is not acceptable to the Transferor, then the Transferor shall be permitted to sell the Sale Securities at a price not lower than the Offer Price, to a third party, within a period of 180 (one hundred and eighty) days of the expiry of the Offer Period and if such sale is not completed within the aforesaid period of 180 (one hundred and eighty) day, then transfer of the Sale Securities by the Transferor shall again be subject to the requirements of sub-clauses (e) to (g) this Article 62.2.

62.2A. The provisions of sub-articles 62.3 to 62.6 and 62.7.1 to 62.7.4 of these Articles with respect to the rights of the Existing Investor shall apply mutatis mutandis to the New Investor, as if reference to (i) the New Investor were references to the Existing Investor; (ii) the Existing Investor's Shares were references to the New Investor's Shares and (iii) the Existing Investor Group was reference to the New Investor Group.

### 62.3 Investor's Tag Along Rights

62.3.1 Without prejudice to Articles 62.1 and 62.2, in the event the Promoters desire to sell any Equity Shares held by them in the Company to a third party, the Promoters shall provide to the Investor a right to sell the Investor's Shares held by them in the Company, along with the Equity Shares proposed to be sold by the Promoters (*Investor's Tag Along Right*) in the manner provided below.

62.3.2 If any Promoter (*Transferor*) proposes to Transfer any Equity Shares, then the Transferor shall first give a written notice (hereinafter referred to as *Offer Notice*) to the Investor and/or such member of the Investor Group holding Equity Shares of the Company (*Offeree*). The Offer Notice shall state (i) the number of Equity Shares proposed to be Transferred by the Promoters (hereinafter referred to as the *Transferor Shares*) and the number and class of Equity Shares the Transferor owns at that time, (ii) the name and address of the proposed transferee, (iii) the proposed price, including the proposed amount and form of consideration and terms and conditions offered by such proposed transferee, (iv) the proposed date of consummation of the proposed Transfer, (v) a representation that the proposed transferee has been informed of the "tag-along" rights provided for in the Investment Agreement and Part B of these Articles and has agreed to purchase all the shares of the Company required to be purchased in accordance with the terms of this Schedule, and (vi) a representation that no consideration, tangible or intangible, is being provided, directly or indirectly to the Promoters (including without limitation, by way of non-compete consideration) that will not be reflected in the price paid to the Investor on exercise of its tag-along rights hereunder. In the event that the proposed consideration for the Transfer includes consideration other than cash, the Offer Notice shall include a calculation of the fair market value of such consideration and an explanation of the basis for such calculation. Further, in case any non-compete or other similar payment is made to the Promoters, the Investor shall be entitled to any such payment or part thereof, provided that the such payment does exceeds 25% of the price paid for the Transferor Shares and such amount shall be deemed to form part of the consideration for the proposed Transfer. The total value of the consideration for the proposed Transfer is referred to herein as the *Offer Price*. Such notice shall be accompanied by (i) a true and complete copy of all documents constituting the agreement between the Transferor and the proposed transferee regarding the proposed Transfer; and (ii) a confirmation and undertaking from the Transferor to the effect that the Offeree is not a Connected Person of either the Company or of any of the Promoters and that the sale is proposed to be done on an arm's length basis. Upon receipt of the Offer Notice, the Transferor shall give reasonable information and assistance to help the Offeree meet its KYC requirements.

62.3.3 The Offeree shall be entitled to respond to the Offer Notice by serving a written notice (the *Response Notice*) on the Transferor prior to the expiry of 30 (thirty) Business Days from the date of receipt of the Offer Notice (*Offer Period*) requiring the Transferor to ensure that the proposed transferee of the Transferor Shares also purchases up to all of the Investor's Shares (*Offered Securities*) at the same price and on the same terms as are mentioned in the Offer Notice, except that the Offeree shall not be required to provide any representations or warranties, other than with respect to their title to such shares, to the proposed transferee.

62.3.4 The Transferor shall ensure that, along with the Transferor Shares, the proposed transferee also acquires the Offered Securities specified in each Response Notice for the Offer Price and upon the same terms and conditions as applicable to the Transferor Shares, *provided that* the Offeree may choose to receive the cash equivalent of any such consideration which is in a form of



than cash and the Offeree shall not be required to provide any representations and warranties other than title to its Offered Securities. Where the Offeree(s) has/have properly elected to exercise its/their tag-along right and the proposed transferee fails to purchase from the Offeree the Offered Securities which it is entitled to sell under this tag along provision, the Promoters shall not make the proposed Transfer of the Transferor Shares, and if purported to be made, such Transfer shall be void and the Company shall not register any such Transfer of the Transferor Shares.

- 62.3.5 In the event the Offeree does not deliver a Response Notice to the Transferor prior to the expiry of the Offer Period, then, upon the expiry of the Offer Period, the Transferor shall be entitled to sell and transfer the Transferor Shares to the proposed transferee mentioned in the Offer Notice on the same terms and conditions and for the same consideration as is specified in the Offer Notice. Any transferee purchasing the Transferor Shares shall deliver to the Transferor on or before the date of consummation of the proposed Transfer specified in the Offer Notice payment in full of the Offer Price in respect of the Transferor Shares in accordance with the terms set forth in the Offer Notice and of any requisite transfer Taxes. If completion of the sale and Transfer to the proposed transferee does not take place within the period of 30 (thirty) days of the receipt of all required consents and approvals following the expiry of the Offer Period and in any event within 60 (sixty) days following the expiry of the Offer Period, the Promoters' right to sell the Transferor Shares to such third party shall lapse and the provisions of this Article 62.3 shall once again apply to the Transferor Shares.
- 62.4 The Promoters agree that the Transfer restrictions on the Promoters in the Investment Agreement and Part B of the Articles shall not be capable of being avoided by the holding of Equity Shares indirectly through a company or other entity that can itself be sold in order to dispose of an interest in Equity Shares free of such restrictions. Any Transfer, issuance or other disposal of any shares (or other interest) resulting in any change in the control, directly or indirectly, of any Promoter, shall be treated as being a Transfer of the Equity Shares held by the Promoters, and the provisions of the Investment Agreement and Part B of these Articles that apply in respect of the Transfer of Equity Shares shall thereupon apply in respect of the Equity Shares so held. For removal of doubt, the provisions of this Article 56.4 shall not apply where any Transfer, issuance or other disposal of any shares (or other interest) of any Promoter is to any Group Company and pursuant to such Transfer the Executive Promoters continue to hold, whether directly or indirectly, 51% of the share capital of the Company on a Fully Diluted Basis.
- 62.5 The Company shall not, without the prior written approval of the Board and the Investor, permit transfer of any securities of the Company in violation of the terms hereof or treat as an owner or pay dividends to any transferee to whom the securities of the Company were transferred in violation of the terms of the Investment Agreement and Part B of these Articles.
- 62.6 Where the Investor requires prior legal, governmental, regulatory or shareholder consent for an acquisition or disposal of shares pursuant to the Investment Agreement and/ or Part B of these Articles then notwithstanding any other provision of the Investment Agreement and Part B of these Articles, the Investor shall only be obliged to acquire or dispose of shares once such consent or approval is obtained, and the Parties shall use their reasonable endeavours to obtain any such required approvals. Any period within which a transfer of shares by or to the Investor has to be completed shall be extended by such further period as is necessary for the purpose of obtaining the above approvals. If the Investor so requires, the Company and the Promoters shall render all such assistance as the Investor may require for obtaining any Government Approval required or considered desirable by the Investor for the acquisition or disposal of shares in the Company.
- 62.7 Transfer of Investor Shares
- 62.7.1 The Investor's Shares shall be freely marketable and transferable, save and except to the extent specified in Article 62.2 above and other provisions of Part B of the Articles. Notwithstanding anything contained herein to the contrary (including Article 62.2), the Transfer of Investor's Shares between the members of the Investor Group shall be made free of any restrictions contained in the Investment Agreement and Part B of the Articles.
- 62.7.2 The Investor shall not be required or be under the obligation to Encumber the Investor's Shares or any part thereof or to provide any other support in any form whatsoever (including without limitation, by way of a negative lien or providing any guarantees), to or in favour of any third party, including but not limited to the lenders of the Company or any Group Company.
- 62.7.3 The restrictions contained in Article 62.2 shall cease to apply to the Investor on the listing of the Equity Shares on any exchange.
- 62.7.4 The Promoters shall cooperate in any sale of shares by the Investor, including affording cooperation for the conduct of any due diligence in respect of the Company.



62.7.5 **CCD Adjustment** : Upon the occurrence of a QIPO or a Strategic Sale, the procedures specified in sub-articles (a) to (g) below shall apply to determine the quantum of the CCDs that are to be retained by the Investor (**Investor CCDs**). The Investor shall retain the Investor CCDs and the balance CCDs, if any, shall be transferred to the Promoter at the lowest price permissible in Law at the cost of the investor. The CCDs shall thereafter be converted into Equity Shares. Such conversion shall take place on or before the QIPO deadline date. The CCDs shall convert into Equity Shares of the Company in accordance with the terms of the CCDs.

- (a) In the event of a QIPO or a Strategic Sale of the Company, the valuation of the Company on the basis of which the QIPO or Strategic Sale has taken place shall be determined.
- (b) Based on the valuation of the Company at which the QIPO or Strategic Sale is to take place, the shareholding of the Promoters and the Investor shall be determined in the manner specified in Schedule 8 of the Investment Agreement.
- (c) The Investor shall deliver to the Promoters, such number of the CCDs as will reduce the shareholding of the Investor to the shareholding proportion specified in Schedule 8 of the Investment Agreement, depending on the valuation of the Company at which the QIPO or the Strategic Sale is taking place.
- (d) For the above purpose, in connection with a QIPO, the CCDs shall be transferred immediately prior to their conversion and such conversion shall take place immediately after their transfer to the Promoters.
- (e) If after the transfer as mentioned above, the QIPO or Strategic Sale does not take place, then the Company, the Promoters and the Investor shall take all such action as the Investor may request in order to enable the Investor to receive CCDs or equivalent Equity Shares from the Company, so as to restore the shareholding of the Investor to the level prior to delivery of CCDs to the Promoters pursuant to Article 62.7.5 (c) above.
- (f) If a QIPO or Strategic Sale does not take place on or before 36 (thirty six) months from the date of Completion, or in the event of any other breach of the terms of the Investment Agreement and Part B of the Articles, the obligation of the Investor to deliver CCDs to the Promoters in accordance with the provisions of this Article 62.7.5 shall terminate.
- (g) Until conversion of the CCDs into equity shares of the Company, all dividends, bonus and other benefits declared by the Company to the shareholders shall, to the extent they relate to the difference between the current equity shareholding of the Company and the final shareholding upon conversion of CCDs as above, shall be dealt with in such manner as may be mutually agreed between the Investor and the Executive Promoters at the time of declaration of such benefit.

62.7.6 In the event of any change in Law prohibiting the Investor from transferring the CCDs held by it to the Promoters pursuant to sub-article (c) above, then the Promoter shall be entitled, at its option, to either:

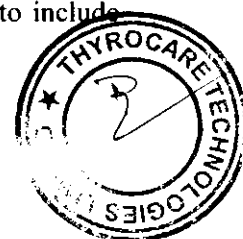
- (a) Require the Investor to pay to the Promoters an amount equivalent to the monetary value of the CCDs that would have otherwise been transferred to the Promoters pursuant to sub-article (c) above; or
- (b) Require the Company to issue, subject to the provisions of Article 54 of these Articles, such number of Equity Shares, either at par or as bonus shares, to the Promoter as would give the Promoter the same shareholding in the Company as the Promoters would have got subsequent to conversion of the CCDs transferred to them by the Investor pursuant to sub-article (c) above.

62.7.7 The Company, the Promoters and the Existing Investor acknowledge that the maximum amount of Equity Shares issuable pursuant to the conversion of the CCDs, including for any issuances pursuant to Clause 13.11(e) or Clause 13.12(b) of the Initial Investment Agreement and sub-articles 62.7.5 (e) or sub-article 62.7.6(b), shall not exceed 1,510,000 Equity Shares (as adjusted for share splits, consolidation, reclassification, recapitalization or similar event affecting the share capital of the Company).

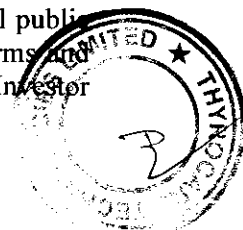
62.7.8 In the event the New Investor proposes to transfer the shares held by it in the Company to any of its Affiliates under the terms of the Initial Investment Agreement (as amended by the New Investment Agreement) and these Articles, the New Investor shall provide reasonable documentation to the Executive Promoters for their confirmation that such proposed transferee is an Affiliate of the New Investor and the Executive Promoters shall provide their confirmation within 2 days receipt of such documentation and shall not unreasonably withhold it.

### 63. **Qualified Initial Public Offering**

63 A References to the Investor in Articles 63.1 to 63.7 and 64.10 below shall be deemed to include references to the New Investor.



- 63.1 The Company shall, and the Promoters shall ensure that the Company shall, conduct a QIPO on or before the QIPO Deadline Date.
- 63.2 The Company shall, and the Promoters shall jointly assist in the completion of all compliances/ necessary formalities to ensure the listing for the purposes of a QIPO. The timing of the listing shall be decided jointly by the Promoters and the Investor. The Company shall appoint the merchant banker or banker(s) and other advisors and agencies that may be associated with such an issue, provided that such merchant banker or banker(s) and other advisors and agencies are acceptable to the Investor and the Executive Promoters.
- 63.3 For the purpose of a QIPO, to the extent permissible in Law, the Investor shall not be considered to be promoters of the Company and consequently the Investor's Shares shall not be subjected to a lock-in or other restriction on Transfer as applicable to a promoter's contribution under the guidelines of Securities Exchange Board of India or any other statutory or regulatory authority as applicable from time to time.
- 63.4 The Company and Promoters agree and acknowledge that if such QIPO is made in India, and the Company is required to offer a minimum number of Equity Shares, as required under applicable Indian Law, existing from time to time, in order to comply with such requirements, the Company shall be empowered subject to the recommendations of the Investment Banker(s) to make its QIPO in any manner or a combination thereof, including (a) issuance of new shares; (b) issuance of fresh Equity Shares and the divestiture of all or a part of the shareholdings of the Investor or (c) solely through the divestment of all or a part of the shareholdings of the Promoters. Without prejudice to the aforesaid, the Investor shall be entitled (without being obliged) at its discretion to offer all or some of its Investor's Shares in any public offering of the Company. For the aforesaid purpose, subsequent to the consideration by the Investor of the number of Investor's Shares to be offered in IPO, the Promoters/Company shall be under an obligation to offer at least such number of Equity Shares as may be required further under the applicable Indian Law to obtain listing of the Company.
- 63.5 If a QIPO is to be made and if the minimum paid-up equity share capital required at the relevant time for the purpose of listing the Equity Shares is more than the paid up equity share capital of the Company (inclusive of any additional Equity Shares to be issued through the QIPO), then the Company shall issue such bonus Equity Shares as are required to meet such listing preconditions.
- 63.6 The Promoters and the Company will take all such steps, and extend all such co-operation to each other and the Investment Banker(s), lead managers, Underwriters and others as may be required for the purpose of expeditiously making and completing the said QIPO, including the provision of any customary representations, warranties and/or indemnities in this regard.
- 63.7 The Company, the Investor and the Promoters hereby agree that, subject to applicable Law, the Investor shall not be required to provide any representations or warranties, other than in respect of their title to the Equity Shares, in respect of any Transfer of Equity Shares pursuant to the Investment Agreement and Part B of these Article, including pursuant to Article 62 (*Dealings in Shares*) and Article 63 (*Qualified Initial Public Offering*). The Promoters will provide such representations and warranties and indemnities or other form of comfort as may be required by the Investment Banker(s). The restrictions in Article 13 shall not apply to a sale by the Investor in any initial public offering by the Company.
- 63.8 If a QIPO does not take place by the QIPO Deadline Date then at any time thereafter, then notwithstanding Clause 13.2 of the Initial Investment Agreement (as amended by the New Investment Agreement) and Article 62.2, each of the Existing Investor and/ or the New Investor shall, severally be entitled to require the Promoters and the Company to, jointly and severally, purchase upto all the Investor's Shares at (a) in the case of the Existing Investor, an amount that is the higher of (i) FMV; and (ii) a price which would enable the Existing Investor to realise an IRR of 18% on Existing Investor's Investment Amount (**Existing Investor Price**); and (b) in the case of the New Investor, an amount equal to the New Investor's Investment Amount. Such purchase shall take place in the manner contemplated in Article 64.3 (**First Put Option**) below. Simultaneously with exercising the First Put Option, the Existing Investor or New Investor (as applicable) shall notify the other Investor.
- 63.9 If the Promoters do not honour the First Put Option within 30 (thirty) days of the Existing Investor or the New Investor, as the case may be, exercising the First Put Option, the Investors shall jointly (provided that if either of the Existing Investor or the New Investor ceases to hold any Investors' Shares, then the other Investor acting alone shall), subject to all applicable Law, have the option to cause the Company and the Promoters to compulsorily have an initial public offer of the Equity Shares on any of the Exchanges (**Compulsory Listing**), on such terms and conditions and at such price as mutually acceptable to the Existing Investor and the New Investor



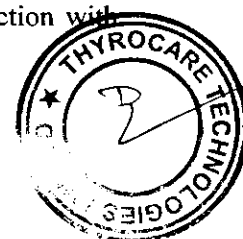
exercising the Compulsory Listing option. The Investors exercising the Compulsory Listing option shall be entitled to offer all or part of their respective Investor's Shares in such public offering and shall further be entitled to require the Promoters to offer at least such number of Equity Shares to be offered, as may be necessary under the applicable Law to obtain the Compulsory Listing of the Company. Provided further that the Company and the Promoters shall perform all acts, do all deeds so as to successfully implement the listing of the Company in accordance with this Article 63.9, including without limitation, (i) ensuring that appropriate amount of Equity Shares held by the Promoters are locked-in as required under the applicable Law, (ii) recasting of the Company's fiscal year end, and (iii) capitalization or booking of expenses to the effect such listing.

63.10 The Company shall bear all costs of any public offering of its shares and of any disinvestments of its shares by public offer by sale by the Investor, including without limitation all registration, filing and qualification fees and printers, legal and accounting fees and disbursements.

#### 64. Exit Rights

64.1 **Drag Rights.** In the event that (i) the Compulsory Listing does not take place before the expiry of 54 months from the Completion Date and any of the Investors continue to hold any Investors' Shares; or (ii) the Company or the Promoters have committed a breach of any of the provisions of the Initial Investment Agreement (as amended by the New Investment Agreement) and/or Part B of these Articles; or (iii) an Event of Default has occurred, or where such Event of Default is capable of being cured, such Event of Default remains uncured even at the end of the Cure Period, then without prejudice to its other rights, the Existing Investor and the New Investor shall jointly (provided that if either Investor ceases to hold any respective Investors' Shares, then the other Investor acting alone shall) (the "**Right Holders**") have the right, at their option and in any order of priority as the Right Holders deem fit, to either (i) exercise the Second Put Option as set out in Article 64.2 below (if such right has not already been exercised by the Investors); or (ii) Transfer or sell up to all of the respective Investor's Shares in the Company to a third party and also require the Promoters to offer up to such number of shares of the Company held by the Promoters as the Right Holder may specify (**Strategic Sale**), to such purchaser (**Third Party Sale Right**) as the Right Holders may choose. The Promoters shall assist the Right Holders and make all efforts in identifying a buyer for such number of Existing Investor's Shares and/or the New Investor's Shares as the Right Holders may require. For this purpose, the Right Holders shall be entitled to the following rights:

- (a) The Right Holders shall be entitled to seek third party offers and deliver a written notice to Promoters of an offer received by the Investors from any other person (the **Purchaser**) to purchase the concerned securities held by the Investors (a **Third-Party Sale Notice**), setting forth in reasonable detail: (i) the number of Existing Investor's Shares and/or the New Investor's Shares (as the case may be) to be sold by the concerned Investor; (ii) the number of Equity Shares held by the Promoters that are required by the Right Holders to be sold to the Purchaser concurrently with the sale of the respective Investor's Shares (**Promoters' Offered Shares**); (iii) the consideration for the Promoters' Offered Shares; (iv) the identity of the Purchaser; and (v) the proposed date and place of the closing of the sale.
- (b) Within 5 (five) Business Days following the date of the Third Party Sale Notice, the Promoters shall deliver to the Right Holders the relevant share certificate(s) for the Promoters' Offered Shares, together with a duly stamped and signed instrument of transfer to effect the Transfer of the Promoters' Offered Shares to the Purchaser.
- (c) The Promoters shall cooperate in any exercise of the Third Party Sale Right, including by way of providing requisite representations and warranties to the Purchaser and affording all cooperation for the conduct of any due diligence in respect of the Company.
- (d) The Existing Investor's Shares and/or the New Investor's Shares (as the case may be) proposed to be sold by the concerned Investor and the Promoters' Offered Shares shall be sold at the same time and on the same terms and conditions (subject to receipt of all required Government Approvals) and the Company, the Promoters and the concerned Investor(s) shall cooperate with each other in the completion of the sale on such terms. The Promoters shall transfer the Promoters' Offered Shares to the concerned Purchaser in accordance with the provisions of this sub-article.
- (e) After the consummation of the Transfer pursuant to the exercise of the Third Party Sale Right by the Right Holder in the manner specified above, the Promoters shall receive the total sale price of the Promoters' Offered Shares, less reasonable costs of Transfer incurred (including without limitation, fees of counsel selected by the Investors in connection with the Transfer).





## 64.2 Put Option

64.2.1 In the event that the Compulsory Listing does not take place before the expiry of 48 months from the execution of the Initial Investment Agreement, then each of the Existing Investor and the New Investor shall severally have the option to require the Promoters and the Company to, jointly and severally, purchase upto all the Existing Investor's Shares and the New Investor's Shares, as the case may be, at (a) in the case of the Existing Investor, an amount that is the higher of (i) FMV, or (ii) Liquidation Preference Amount; and (b) in the case of the New Investor, the New Investor's Investment Amount. Such purchase shall take place in the manner contemplated in Article 15.3 (**Second Put Option**) below. Simultaneously with exercising the Second Put Option, the Existing Investor or New Investor (as applicable) shall notify the other Investor.

## 64.3 Put Procedure

64.3.1 The concerned Investor shall provide a notice to the Promoters or the Company with a copy to the Promoters and the other Investor ("Put Notice"), specifying that it desires to exercise the Put Right.

64.3.2 Within 15 (fifteen) days of the Put Notice (as extended for any Governmental Approvals), the Promoters or, as the case may be, the Company shall complete the purchase of the Existing Investor's Shares or the New Investor's Shares, as the case may be, listed in the Put Notice, by payment of the purchase price by wire transfer of immediately available funds to a bank account indicated by Investor to the concerned Investor as set out in Articles 63.8, 64.2 or, as the case may be, 64.4. Such purchase shall take place on a spot delivery basis.

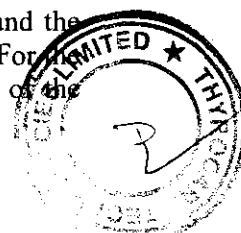
64.3.3 The concerned Investor shall be entitled to take, and to require the Company and the Promoters to take, all requisite actions to complete such sale and purchase, including making all filings and appointing any valuers.

64.3.4 The Company and the Promoters shall assist the concerned Investor in the obtaining of all valuation reports in order to complete the above sale and purchase.

## 64.4 Event of Default

64.4.1 If at any time, (i) the Promoters or the Company commit any breach of the terms of the New Investment Agreement and/or the Initial Investment Agreement and/or these Articles which causes the Company and/or any Investor an aggregate loss of Rs. 100,000,000/- (Rupees one hundred million only), or (ii) the Promoters commit any act of fraud, embezzlement, theft, gross negligence or willful default, (**Event of Default**), and the act is certified by an independent auditor to be appointed by the Investors (or any of them) (**Independent Auditor**) at its own cost, then the Company and/ or, as the case may be, Promoters shall be entitled to a cure period of 3 (three) months (**Cure Period**). The Company shall co-operate with the Independent Auditor and give the Independent Auditor access to all records and documents and provide all information as requested by the Independent Auditor to enable the Independent Auditor to provide the certification as above. Upon the happening of an Event of Default, or where such Event of Default is capable of being cured, upon such Event of Default remaining uncured even at the end of the Cure Period, without prejudice to its other rights, each of the Investors shall severally, subject to the provisions of Article 64.4.2 below, be entitled to require the Promoters and the Company to, jointly and severally, purchase up to all the Investor's Shares at a price that is the higher of (a) in the case of the Existing Investor, (i) the FMV or (ii) an amount which would enable the Existing Investor to realise an IRR of not less than 18% on the Existing Investor's Investment Amount (**Existing Investor EOD Price**) and (b) in the case of the New Investor, an amount equal to the New Investor's Investment Amount (**EOD Put Option**). Such purchase shall take place in the manner contemplated in Article 64.3 above. In the event the Company and/ or the Promoters dispute the occurrence of an Event of Default. Simultaneously with exercising the EOD Put Option, the Existing Investor or New Investor (as applicable) shall notify the other Investor.

64.4.2 In the event the Company and/ or the Promoters dispute the occurrence of an Event of Default and refer such dispute to arbitration, if the dispute has not been finally decided by and is pending before the Independent Auditor, arbitrators or, as the case may be, any Court of Law at the end of 24 (twenty four) months from the date of issue of notice of Event of Default by the Investors to the Company and/ or, as the case may be, the Promoters then, notwithstanding the pendency of such dispute and notwithstanding anything to the contrary contained in the Initial Investment Agreement (as amended by the New Investment Agreement) and/or these Articles, each of the Investors shall be entitled to exercise their respective EOD Put Option. The Company and the Promoters hereby waive any right that they may have against the Investors in this regard. For removal of doubt, the Cure Period shall commence after the earlier of (i) determination of the



Event of Default by the Independent Auditor, arbitrators or, as the case may be, any Court of Law; or (ii) expiry of the 24 (twenty four) months period mentioned above

#### 64A. JOINT EXERCISE OF RIGHTS

- 64 A.1 It is clarified for avoidance of doubt, that all rights exercisable by the Investors under Articles 63.1 to 63.7, 63.9 and 63.10, and Article 64.1 above, shall only be exercised by the joint decision of the Existing Investor and the New Investor; provided that, if any Investor ceases to hold any Investors' Shares, then such rights shall be exercised by the other Investor.
- 64A.2 It is further clarified that if at any time, the Existing Investor or the New Investor exercises any of the First Put Option, Second Put Option or the EOD Put Option, under Articles 63 or 64 above, the other of the New Investor, or the Existing Investor, as the case may be, shall be entitled to exercise the put option on the same terms and conditions, and which exercise of option shall take place in the manner contemplated in Article 64.3 above.

#### 65. Other Covenants

- 65 A. The provisions of Articles 65.1 to 65.6 of the Part B of these Articles with respect to the rights of the Existing Investor shall apply mutatis mutandis to the New Investor as if the New Investor was the Existing Investor.

##### 65.1 Auditor

- 65.1.1 The statutory auditors of the Company shall, with effect from the financial year starting April 1, 2011, be one of the following (or their affiliates in India):

- (a) KPMG
- (b) Ernst & Young;
- (c) Deloitte, Haskins and Sells;
- (d) PriceWaterhouseCoopers;
- (e) Grant Thornton;
- (f) Haribhakti & Company.

- 65.1.2 The cost of the statutory auditor will be shared equally between the Company on the one hand and the Investors on the other hand till the termination of the agreement. It is hereby clarified that the cost inter-se amongst the Investors shall be shared equally between the Investors.

##### 65.2 Connected Person

- 65.2.1 The Company shall and the Company and/or the Promoters shall ensure that each other Group Company shall enter into all transactions with a Connected Person / Concern on arms length terms or on terms that are advantageous to such Group Company.

- 65.2.2 All Contracts between the Company and any Connected Person/Concern (and the Promoters or Promoters or the Connected Persons/Concerns, the Company or any of its Subsidiaries) shall be entered into on arms' length, commercial terms in the ordinary course of business. Any such Contract shall remain subject to the other rights of the Investor hereunder.

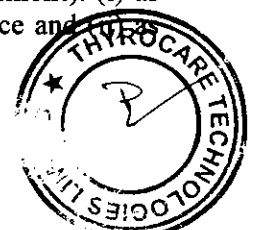
- 65.2.3 The Company shall refer all such matters/ transactions referred to in Articles 65.2.1 and 65.2.2 above to the Board for prior approval.

##### 65.3 More Favourable Rights

- 65.3.1 The Company and the Promoters shall not provide any person with rights in relation to the Company which are more favourable than those provided to the Existing Investor and the New Investor. Without prejudice to the aforesaid, in the event any person is granted such more favourable rights the Existing Investor and the New Investor shall automatically be deemed to receive any and all such more favourable rights simultaneously with the provision of such rights to such other person.

##### 65.4 Pre-Emption and Anti-Dilution

- 65.4.1 In the event that, at any time, the Company issues any Equity Shares or any rights, options, warrants, appreciation rights or instruments entitling the holder to receive any Equity Shares of the Company or any options to purchase or rights to subscribe for securities by their terms convertible into or exchangeable for Equity Shares to any Person (**Dilution Instrument**): (i) as regards the Existing Investor, at any time at a price less than the Subscription Price and

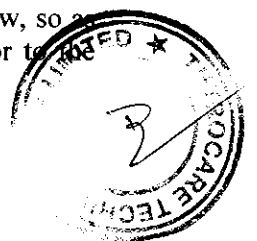


regards the New Investor, at any time at any price, then the New Investor and/or the Existing Investor, as the case may be, shall be entitled to subscribe to such number of Dilution Instruments in proportion to its respective shareholding in the Company (calculated on a Fully Diluted Basis) and shall also be entitled to subscribe to its pro rata number (calculated on the same basis after giving effect to the respective Investor's subscription pursuant to this Article 16.4.1, but not including the numbers of Equity Shares held by other shareholders not subscribing in such issuance) of the Dilution Instruments not subscribed for by the other shareholders. It is hereby clarified for removal of doubt that in the event that either of the Investors does not subscribe to any Dilution Instruments or, as the case may be, pro rata number of any Dilution Instruments not subscribed for by the other shareholders, the shareholding of such Investor in the Company shall get diluted.

- 65.4.2 Article 65.4.1 above shall not apply to any issuance of Equity Shares in a QIPO or in an ESOP plan approved by the Investor.
- 65.4.3 The Investor shall be entitled to acquire the Dilution Instruments on the terms on which the Company proposes to issue the Dilution Instruments to any other person. The Company shall not issue any Dilution Instrument in contravention of the provisions of Articles 65.4.1 to 65.4.6.
- 65.4.4 An Affiliate of the Investor shall also be entitled to participate in the issuance of any Dilution Instrument by the Company.
- 65.4.5 The Promoters shall not be entitled to subscribe to any Dilution Instruments in the event of the occurrence of an Event of Default.
- 65.4.6 The Company shall not issue any Dilution Instruments to any person on terms more favourable than those provided to the Investor hereunder, or provide any rights to any person which are more favourable than those provided to the Investor hereunder.

#### 65.5 Valuation Protection

- 65.5.1 The Company shall not make any new issue of shares or other securities and the Promoters shall not Transfer any Equity Shares held by them in the Company at a price which is less than the New Sale Price per Equity Share, except with the prior written Consent of the Existing Investor and the New Investor (provided however that transfers amongst the Promoters and among the Promoters and their wholly-owned Subsidiaries are permissible and there is no need of taking any consent from the New Investor for such transfers provided such transferee Promoter or such wholly-owned Subsidiaries execute the Initial Investment Agreement as Promoters, subject at all times to the minimum shareholding requirements relating to the Executive Promoters in Article 62.1). Without prejudice to the rights of the New Investor under Article 65.6, in the event of a new issue of shares or other securities or, as the case may be, Transfer by the Promoters of their shareholding in the Company (save and except Transfers permitted under Article 62.1 above) is made at a price per share (**New Investor Issue Price**) based on valuation of the Company lower than the New Sale Price, then, the New Investor shall be entitled, at the option of the New Investor, to subscribe to additional shares of the Company at the lowest price permissible under Law and/or to require the Promoters to transfer additional shares of the Company to the New Investor at the lowest price permissible under Law, so as to reduce the average cost of acquisition of the Equity Shares of the New Investor to the New Investor Issue Price.
- 65.5.2 Without prejudice to the rights of the New Investor under Article 59.6, the Company shall not make any new issue of shares or other securities and the Promoters shall not Transfer any Equity Shares held by them in the Company at a price which is less than the per share price based on the Purchase Price except with prior written consent of Existing Investor (provided however that transfers amongst the Promoters and among the Promoters and their wholly-owned Subsidiaries are permissible and there is no need of taking any consent from the Existing Investor for such transfers provided such transferee Promoter or such wholly-owned Subsidiaries execute the Amended Agreement as Promoters, subject at all times to the minimum shareholding requirements relating to the Executive Promoters in Articles 56.1 above). In the event of a new issue of shares or other securities or, as the case may be, Transfer by the Promoters of their shareholding in the Company (save and except Transfers permitted under Article 62.1 above) is made at a price per share (**Existing Investor Issue Price**) based on valuation of the Company lower than the per share price based on the Purchase Price, then, the Existing Investor shall be entitled, at the option of the Existing Investor, to subscribe to additional shares of the Company at the lowest price permissible under Law and/or to require the Promoters to transfer additional shares of the Company to the Existing Investor at the lowest price permissible under Law, so as to reduce the average cost of acquisition of the Equity Shares of the Existing Investor to the Existing Investor Issue Price.



65.5.3 For the purposes of Articles 65.5.1 and 65.5.2 above, the Parties agree that the issuance of any shares of the Company as contemplated therein to any one of the Investors shall not dilute the shareholding of the Investors, and consequently, in the case of issuance to either Investor pursuant to the above for the purposes of reducing the average acquisition price of the concerned Investor, the Investors shall be entitled to receive additional Equity Shares at the lowest price permissible under Law, so as to ensure that the shareholding of such Investor is not diluted consequent to any such issuances and the dilution impact is borne only by the Promoters.

65.6 Right to Invest

65.6.1 Each of the Investors confirms and acknowledges that to the best of their knowledge, as on the date of New Investment Agreement there are no outstanding investments made by such Investor directly / indirectly in any entities in India carrying on business in India which may be in competition with the Business

65.6.2 It is clarified that the provisions of this Article 65.6.2 shall not be applicable to the New Investor. The Investor Group undertakes to the Company and the Promoters that during the term of the Investment Agreement the Investor shall not, without the consent of the Promoters, make investments directly / indirectly in any entity carrying on a business in India which generates a predominant share of its revenues from the business in which the Company is engaged. Provided that the provisions of this clause shall cease to be applicable in the event of the happening of an Event of Default. Notwithstanding anything to the contrary contained in the Investment Agreement or, as the case may be, these Articles, the restriction contained in this Article shall not apply to the Limited Partners of the Investor.

65.6.3 The Parties agree and acknowledge that the New Investor shall during the term of the Initial Investment Agreement (as amended by the New Investment Agreement), be entitled to at its sole option, inter alia to make investments directly or indirectly in any entity carrying on a business which is similar to or the same as the Business and/or is in competition with the Business; appoint nominee directors on the board or committees of such entities or any other Person; provided that the New Investor shall not be entitled to make any investments, in (i) Dr. Lal Pathlabs Private Limited; (ii) Metropolis Health Services (India) Limited; and (iii) SRL Diagnostics Private Limited (“**Excluded Competitors**”). Notwithstanding the foregoing, the aforesaid restriction to invest in Excluded Competitors shall fall away and shall cease to be applicable upon the occurrence of the earlier of (x) an Event of Default and (y) an initial public offering of the Equity Shares. Notwithstanding anything to the contrary contained in these Articles, the limited partners of the New Investor and its Affiliates shall not be under any restrictions to make any investments in any Person, including without limitation, the Excluded Competitors.

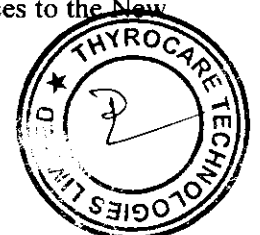
65.6.4 Notwithstanding the provisions of Articles 65.6.2 and 65.6.3 above, the Company and the Promoters unconditionally agree, acknowledge and consent that at any time and from time to time after (i) termination of the New Investment Agreement and/or the Initial Investment Agreement or, (ii) the happening of an Event of Default, each of the Investors and/or its respective Affiliates shall be entitled to make investments in any Person engaged in the same or a similar business as the business of the Company or entering into collaborations or other agreements or arrangements with any Persons in or outside India engaged in the same or a similar business as the business of the Company or its Subsidiaries. Upon the termination of the New Investment Agreement and/or the Initial Investment Agreement, as the case may be, or breach by the Company and/ or the Promoters, of the New Investment Agreement and/or the Initial Investment Agreement, the Company and the Promoters shall simultaneously, and thereafter from time to time at the request of the Investors (or any of them) or its respective Affiliates, certify that they do not object to such investment, agreement or arrangement with such Persons, in Agreed Form as may be requested by any such Investor.

65.6.5 If the Investor at any time holds any securities of the Subsidiaries, then the Company and the Promoters shall ensure that the Subsidiaries shall also provide such consent as referred to in Article 65.6.4 above in respect of such Subsidiaries.

65.6.6 The Company shall not engage in any real estate activities other than normal course of business.

65.7 Non Compete

65.7A The provisions of Articles 65.7 of these Articles with respect to the rights of the Existing Investor shall apply mutatis mutandis to the New Investor as if the New Investor was the Existing Investor, and references to the Existing Investor’s Shares shall be deemed to include references to the New Investor’s Shares.



65.7.1 As the Promoters are likely from time to time to obtain knowledge of Intellectual Property Rights and other Confidential Information of the Company and to have dealings with the customers and suppliers of the Company and in order to protect such Intellectual Property Rights and other Confidential Information and the goodwill of the Company, the Promoters further undertake to the Investor and, as a separate undertaking, to the Company, in the terms set out below.

65.7.2 Each Promoter undertakes to the Company and the Investor that, without prejudice to any other duty implied by law or equity, he/she shall not, either personally or through an agent, company or otherwise in any other manner directly or indirectly:

- (a) be concerned in any business directly or indirectly manufacturing, operating, selling or distributing products or services which compete or may compete with the Business and/or any business then carried on by the Company or its Group Company;
- (b) be concerned in any healthcare or healthcare services business other than the *in-vitro* diagnostic labs business comprised in the Business without first offering the Company, in the manner set out in Article 65.7.3 below, an opportunity to carry out such business;
- (c) except on behalf of the Company, canvass or solicit business or custom for goods of a similar type to those being manufactured or dealt in or for services similar to those being provided to the Company from any Person who is a customer of the Company;
- (d) induce or attempt to induce any supplier of the Company to cease to supply, or to restrict or vary the terms of supply to, the Company or otherwise interfere with the relationship between such a supplier and the Company; or
- (e) induce or attempt to induce any director or key employee of the Company to leave the employment of the Company.

65.7.3 In the event any of the Promoters is/ are desirous of being, in any manner, concerned in any healthcare or healthcare services business other than (i) the *in-vitro* diagnostic services business comprised in the Company's Business; and (ii) the *in-vivo* diagnostic labs business, such Promoter(s) shall first offer the Company an opportunity to carry out such business by sharing all such details of the proposed business venture to the Board and the Investor as may be required by the Board and/ or, as the case may be, the Investor. In the event the Board and the Investor are not desirous of carrying on such business through the Company, the Promoters may carry out the business on its own on no more favourable terms than what were offered/ disclosed to the Board and the Investor.

65.7.4 In the event any of the Promoters is/ are desirous of being, in any manner, concerned in the *in-vivo* diagnostic labs business, the Promoters shall do so only through a new company (*NewCo*) to be established by in accordance with the provisions of the Investment Agreement. The shareholders of such *NewCo* shall be the Company, the Promoters and the Investor and the shareholding pattern of the *NewCo* shall be as follows :

Name of the Shareholder	No. of shares to be subscribed	% shareholding in the <i>NewCo</i>
Company	3,000,000	30%
Promoters	3,500,000	35%
Investor	3,500,000	35%
<b>Total</b>	<b>10,000,000</b>	<b>100%</b>

65.7.5 Within 30 (thirty) days of the incorporation of the *NewCo*, the Company, the Investor, the *NewCo* and such of the Promoters who propose to be shareholders of the *NewCo* shall enter into a separate investment agreement to capture the rights and obligations of each of them in the *NewCo* as set out in the Investment Agreement.

65.7.6 The provisions of this Article 65.7 shall survive for a period of 6 (six) months after the happening of a QIPO. In all other circumstances the provisions of this Article 65 shall survive: (i) in respect to the Existing Investor till such time as the Existing Investor and/ or its Affiliates collectively hold at least 40% of the aggregate of the Sale Shares and the Equity Shares actually issued to the Existing Investor upon conversion of CCDs in accordance with the provisions of these Articles of the holding (present and future) in these Articles; and (ii) in respect of the New Investor, till such time as the New Investor and/ or its Affiliates collectively hold at least 8,86,355 (eight lakh eighty six thousand three hundred and fifty five) Equity Shares (subject to adjustment for share splits, share dividends, share combinations or similar events).

65.7.7 The Promoters undertake with the Company and the Investor that it shall not use (either personally or through an agent or otherwise, directly or indirectly) or (insofar as they can reasonably do so) allow to be used:



- (a) any information, including Intellectual Property Rights, of a secret or confidential nature relating to the business or affairs of the Company; or
- (b) any trade name or trademark used by the Company, or any other name or mark similar or likely to be confused with such a trade name or trademark.

657.8 For the purposes of Articles 65.7.2, 65.7.3 and 65.7.4, a Promoter is concerned in a business if:

- (a) it carries it on as principal or agent; or
- (b) it is a partner, director, employee, seconded, consultant or agent in, of or to any Person who carries on the business; or
- (c) it has any financial interest (as shareholder or otherwise) in any Person who carries on the business; or
- (d) it is a partner, director, employee, seconded, consultant or agent in, of or to any Person who has a direct or indirect financial interest (as shareholder or otherwise) in any Person who carries on the business,

disregarding any financial interest of a Person in securities which are listed or dealt in on any generally recognised stock exchange if the Promoter and any Person connected with it are interested in securities which (collectively) amount to less than five per cent of the issued securities of that class and which, in all circumstances, five per cent of the voting rights (if any) attaching to the issued securities of that class and provided that none of such Persons are involved in the management of the business of the issuer of the securities or any Person connected with it other than by the exercise of voting rights attaching to the securities; and references to the Company include its successors in business.

65.7.9 Any of the undertakings on the part of the Promoters under this Article may be released either generally or in any particular case with the Investor's Consent but not otherwise.

65.7.10 Each covenant contained in each article and sub-article above shall be, and is, a separate covenant by the Promoters and shall be enforceable separately against the Promoters and independently of each of the other covenants and its validity shall not be affected if any of the others is invalid; and if any of the covenants is void but would be valid if some part of the covenant were deleted the covenant in question shall apply with such modification as may be necessary to make it valid.

65.7.11 The Parties hereto expressly acknowledge and agree that in the context of the Company's business and the Promoters' relationship with the Company as promoter and substantial shareholder, the Promoters' ownership interest in the Company is a substantial ownership interest, and that the Existing Investor would not have proceeded with the subscription or the purchase contemplated herein and the New Investor would not proceed with the purchase of New Sale Shares in accordance with the respective terms but for the Promoter's covenants hereunder to ensure the protection of the value of the Company.

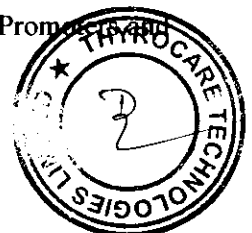
65.7.12 The Promoters acknowledge that the restrictions on competitive activity set forth in the Investment Agreement and Part B of these Articles are mainly to secure to the Investor the benefits of the Investment Agreement and Part B of these Articles and to protect the value of the Company after the subscription and purchase by the Investor of the Equity Shares as mentioned herein, including the goodwill of the Company's business and the potential for expansion of that business.

65.7.13 The Promoters acknowledge the breadth of the geographic scope of the Investment Agreement and Part B of these Articles, but deem the investment by the Investor under the terms of the Investment to be adequate consideration for the right to engage in a competitive business that it is foregoing under the Investment Agreement and Part B of these Articles; and each of the Promoters admit and acknowledge that they have various other technologies and skill sets which, if deployed by them after they cease to be an employee of the Company, would not result in their competing against the Company.

65.7.14 The Promoter, having obtained professional advice, acknowledges and agrees that the covenants contained in this Article are no more extensive than are reasonable to protect the Investor as a shareholder of the Company and to protect the business of the Company.

65.7.15 The Promoters agree that failure to comply with this Article 65 will reduce the value of the Investor's Shares. The Promoters acknowledge that monetary damages alone would not be an adequate compensation for the breach of this Article 65.7 and the Company and/or the Investor may seek an injunction from a court of competent jurisdiction.

65.8 The Company shall and each of the Promoters shall ensure that the Company, the Promoters and each Group Company complies with the following provisions:



- (a) Each of the Company and the Promoters shall, and shall cause the Group Company and each of the officers, directors, employees and agents of the Group Company to, at all times during the term of the Initial Investment Agreement (as amended by the New Investment Agreement), conduct their activities in compliance with all, and shall not default with respect to or violate any (i) applicable laws (including any reporting obligations) to which any such Person is subject, or by which any property or asset of any Group Company is bound or (ii) provisions of Initial Investment Agreement (as amended by the New Investment Agreement) and the Charter Documents. Without limiting the generality of the foregoing, the Company and the Promoters shall, and shall cause the Group Company to, maintain in effect all Governmental Approvals.
- (b) None of the Promoters, the Company, any of the Group Company or any of the other officers, directors, employees or agents of any of the foregoing or, to the knowledge of the Company and the Promoters, has offered, promised, given, or authorized or approved the giving of, or shall offer, promise, give, or authorize or approve the giving of, anything of value, directly or through a third party, to any Government Official in order to influence official action or otherwise obtain an improper business advantage relating to the business of the Company and/or the Group Company.
- (c) Each of the Company and the Promoters shall cause each of the Group Company to adopt as of the New Completion Date a compliance program and code of conduct acceptable to the New Investor in its sole discretion (the *Compliance Code*). In implementing the Compliance Code, the Company and the Promoters will cause the Group Company, including the directors, officers, employees and agents of the Group Company, to follow the policies and procedures set forth in the Compliance Code including (i) all training, education and certification procedures, (ii) all due diligence procedures related to agents of the Group Company, (iii) all audit and internal control procedures, (iv) adequate commitment of human and financial resources to ensure the capacity to carry out the programs required by the Compliance Code, and (v) appropriate procedures to ensure accurate books and records, and other policies and procedures set forth in the Compliance Code, and will cause compliance officers to be appointed and a chief compliance officer to be appointed by the Company (who shall be a suitable and competent person with relevant knowledge of and experience with laws applicable to the Company to carry out the compliance function of the Company), disciplinary procedures to be enforced and mechanisms for reporting suspected violations to be created for each such entity.
- (d) None of the officers, directors, employees, agents or any member of any Group Company is or shall become, during the time he or she serves in such capacity, a Government Official, who, as a result, is or will be in a position to secure improper business advantages for any Group Company relating to the business of any Group Company or influence others who are in a position to do so.
- (e) None of the Promoters or the Company shall, nor shall it permit any Group Company or any officer, director, employee or agent of any Group Company to, take any action to approve, engage in, or facilitate any transaction, directly or indirectly, with Myanmar, Western Balkans, Belarus, Cote d'Ivoire, Cuba, Democratic Republic of the Congo, Iran, Iraq, Liberia (Former Regime of Charles Taylor), Lebanon, North Korea, Sudan, Syria or Zimbabwe or with a national of any of these countries, or with any Person listed on the most recently published "Specially Designated Nationals" list of the U.S. Treasury Department as an agent of any of the countries listed in this sentence. If requested by the New Investor, each of the Company and the Promoters shall, and shall cause the Group Company, and any officer, director, employee, agent or member of any Group Company to (i) prevent and stop any action, conduct or activity of the Company, any Promoter or any Group Company which could place the New Investor, any Promoter, the Company or any Group Company in violation of any economic sanctions program administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or its successor or (ii) if any violation shall have occurred, remedy such violation.

For the purposes of paragraph (a) to (e) above, following terms shall mean the following:

**"Government Official"** means any foreign or domestic governmental official or employee, any officer, employee or any other person acting in an official capacity for any Government Entity, any political party or official thereof or any candidate for political office.

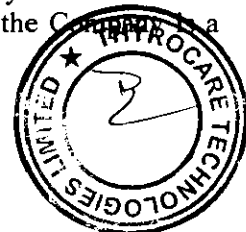
**"Government Entity"** means any government or any department, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, or a public international organization.

- (f) Each of the Company and the Promoters shall use its best efforts to conduct its affairs, and to cause the Group Company to conduct its affairs, so that (i) no Group Company becomes a U.S. Person and (ii) no Shares that is held by any shareholder of the Company becomes subject to an option held by a U.S. Person. The Company and the Promoters shall not, without the



written consent of the New Investor, transfer, sell, issue or allot any Shares in the Company to any Person if following such transaction the Company, in the reasonable opinion of the New Investor or its U.S. tax advisors, would be a CFC.

- (g) The Company shall assist the New Investor and its U.S. tax advisors in determining at least annually whether the Company is a CFC and whether the New Investor is required to include any gross income on its U.S. federal income tax return due to the Company's status as a CFC. Not later than two (2) months following the end of the Company's taxable year, the Company shall provide the New Investor with the Company's capitalization table as of the end of such taxable year and shall use its reasonable best efforts to provide the New Investor and its U.S. tax advisors with information regarding any significant shareholders of any Promoter. In addition, the Company shall provide the New Investor and its U.S. tax advisors with access to any other information with respect to the Company or any Group Company as may be required to determine the Company's status as a CFC, to verify whether the Company was a CFC for each fiscal year and to determine whether the New Investor is required to include any amount of the Company's undistributed earnings in its gross income for U.S. federal income tax purposes, or to allow the New Investor to otherwise comply with applicable U.S. federal income tax laws.
- (h) The Company shall assist the New Investor and its U.S. tax advisors in determining at least annually whether the Company or any of its Subsidiaries is a PFIC or is likely to become a PFIC. If the Company or any of its Subsidiaries becomes a PFIC, or if there is a likelihood of the Company or any of its Subsidiaries being a PFIC for any taxable year, the Company shall promptly notify the New Investor of such status or risk, as the case may be. If the Company and any of its Subsidiaries is a PFIC for any taxable year of the Company, the Company shall, as soon as reasonably practicable following the end of such taxable year (but in no event later than 60 days following the end of such taxable year) provide the New Investor with an accurate and complete PFIC Annual Information Statement in the form acceptable to the New Investor with respect to the Company and each of its Subsidiaries that is a PFIC for such taxable year.
- (i) Retention of Tax Information. The Company hereby undertakes to keep, for so long as may be reasonably requested by the New Investor or any of its direct or indirect equity owners, such documentation supporting such tax-related information supplied to the New Investor as provided under this Article 65.8.
- (j) Tax Efficient Structure. The Company shall cooperate with the New Investor, to the extent permitted by applicable law, in considering the most tax efficient structures with regard to withholding Taxes in connection with any Transfer by the New Investor of any of its Shares.
- (k) Tax Elections. The Company shall not, without the prior written consent of the New Investor, file any election for U.S. federal, state or local income tax purposes with a U.S. taxing authority. In addition, the Company shall, prior to acquiring any Group Company, consult with the New Investor regarding the advisability of making an election with respect to the entity classification of such Group Company for U.S. federal income tax purposes as an association taxable as a corporation, a partnership or a disregarded entity; provided that there shall be no Tax liability on the Company, any Group Company or any Promoter with respect to the decision to make any such election. If the New Investor determines that such an election is advisable, the Company shall promptly file the necessary forms with the appropriate U.S. taxing authority in accordance with such advice. With respect to each Group Company for which an entity classification election has been made in accordance with the preceding sentence, the Company shall not, and shall cause each Group Company not to, take any action that would alter the effect of such election.
- (l) If the tax advisors of the New Investor or any of its direct or indirect equity owners determine that it is subject to U.S. information and reporting requirements that require the disclosure of information about the Company or any Group Company or any transactions thereof that are not readily available to the New Investor or any of its direct or indirect equity owners, the Company agrees to provide such information to the New Investor or its direct or indirect equity owner as may be necessary to allow the New Investor or its direct or indirect equity owner to fulfill its U.S. tax reporting obligations.
- (m) To the extent any consent, affirmative vote, or other action is required by the Company, any Group Company, their respective officers or directors, or the Promoter to implement the provisions of this Article 65.8, such consent, vote or other action is hereby given or will be given at the applicable time and the Company, any Group Company, their respective officers or directors, or any Promoter, as the case may be, shall fully cooperate in carrying out the provisions of this Article 65.8 as required after the New Completion.
- (n) Each shareholder of the Company shall upon request provide the Company or its U.S. tax advisors with such information as may be required (i) to determine whether the Company is a





CFC and (ii) to permit the Company or any shareholder of the Company (or any of such shareholder's direct or indirect equity owners) to comply with any applicable U.S. tax filing obligations.

- (o) Notwithstanding any other provision of these Articles to the contrary, if the New Investor reasonably concludes that the rights granted in these Articles should be altered in order to preserve the qualification of the New Investor as a VCOC, or otherwise to ensure that the assets of the New Investor are not considered "plan assets" for the purposes of ERISA, the New Investor, the Company and the Promoters agree to amend these Articles to effect any such alteration provided that any such alteration does not have any material adverse consequences for any Promoter, the Company or any Group Company. The costs and expenses incurred by all parties in connection with any such alterations shall be paid for by the Company.
- (p) Each of the Company and the Promoters shall provide to the Investors, in such form and manner acceptable to them, all information and questionnaires in respect of compliance under the Foreign Corrupt Practices Act by the Company and each of the Promoters from time to time, and as in when required by the Investors (or any of them).

For the purposes of the above paragraphs, following terms shall have such ascribed to them hereunder:

"*CFC*" means a controlled foreign corporation within the meaning of Section 957(a) of the Code, which is a non-U.S. corporation of which more than 50% of (i) the total combined voting power of all classes of stock of such corporation entitled to vote or (ii) the total value of the equity share capital of such corporation is directly, indirectly or constructively owned by United States shareholders on any day during the taxable year of such foreign corporation.

"*Code*" means the U.S. Internal Revenue Code of 1986, as amended.

"*ERISA*" means the U.S. Employee Retirement Security Income Act of 1974, as amended.

"*PFIC*" means a passive foreign investment company within the meaning of Section 1297 of the Code, which is a non-U.S. corporation if, taking into account a proportionate share of the income and assets of only corporations of which the non-U.S. corporation owns 25% or more of the shares by value, (i) 75% or more of the gross income of the corporation for the taxable year is passive income or (ii) the average percentage of assets held by such corporation during the taxable year which produce passive income or which are held for the production of passive income is at least 50%.

"*VCOC*" means a venture capital operating company within the meaning of U.S. Department of Labor Regulation Section 2510.3-101(d).

## **66. Assignment**

- 66.1 The Company and the Promoters shall not be entitled to, nor shall they purport to, assign transfer, charge or otherwise deal with all or any of its/their rights and/or obligations under the Investment Agreement and Part B of these Articles nor grant, declare, create or dispose of any right or interest in it, in whole or in part.
- 66.2 The Investor shall be entitled to assign its rights and/or transfer its obligations hereunder to any other person, including without limitation, any Affiliate of the Investor. For this purpose, the parties shall execute a deed of adherence or other document as may be requested by the Investor.
- 66.3 In relation to any rights available under the Investment Agreement and Part B of these Articles on the basis of the number of Equity Shares or the percentage of the Company's share capital held by the Investor, the Investor shall be entitled, at its sole discretion, to aggregate the Equity Shares held by any member(s) of the Investor Group with those held by the Investor. It is clarified that this sub-article 66.3 shall not apply to a New Investor.
- 66.4 The New Investor shall be entitled to assign its rights and/or transfer its obligations hereunder to any other person along with the transfer of the New Investor Shares. It is clarified that the provisions of this clause shall not apply to any transfer to an Affiliate and the New Investor shall, without restriction, be entitled to transfer the securities held by the New Investor in the Company to an Affiliate and the parties shall on such transfer execute a deed of adherence in the form as may be requested by the New Investor.



**67. Subsidiaries**

67.1 The provisions of the Investment Agreement and Part B of these Articles shall apply *mutatis mutandis* to all subsidiaries of the Company and each Group Company and the Company and/or the Promoters shall ensure that all Group Companies act in accordance with the Investment Agreement and Part B of these Articles. It is clarified that the Investor shall not be required to hold any shares of the subsidiaries.

**68. Liquidation Preference**

68 A. The provisions of this Article 68 with respect to the rights of the Existing Investor shall apply *mutatis mutandis* to the New Investor as if the New Investor was the Existing Investor and the rights of the shareholders of the Company shall also apply to the New Investor.

68.1 Upon the occurrence of a Liquidation Event or Other Liquidity Event, (i) the total proceeds from such Liquidation Event remaining after discharging or making provision for discharging the liabilities of the Company (other than any liabilities owed to the Promoters or to the Existing Investor pursuant to the CCDs) or (ii) the entire proceeds of the Other Liquidity Event (as applicable) shall be distributed (i) first to the Investors on a pro rata basis among themselves, an amount which would enable the (a) the Existing Investor to realise an IRR of 10% and (b) New Investor to realise the New Investor's Investment Amount ("**Liquidation Preference Amount**"); (ii) second, to the other shareholders of the Company, pro rata among themselves, until they have collectively received an amount per equity share held by them the same rate per equity share at which the Existing Investor invested in the Company (adjusted for the equity shares issued to the Existing Investor upon conversion of CCDs); and (iii) to the extent that there are assets available for distribution after payment of the Liquidation Preference Amount to the Investors and the shareholders in (i) and (ii) above, all shareholders (including the Investors) will share pro rata in the distribution of such remaining assets.

68.2 In the event Article 68.1 above is not enforceable for any reason whatsoever, the following shall apply:

(a) After payment or provision for payment of the debts and other liabilities of the Company, the surplus (after such payment) shall be distributed amongst the shareholders in proportion to their shareholding. In the event that the amount, if any, received by the Investor is less than the Liquidation Preference Amount, the other shareholders shall out of the amounts received by them, pay over such an amount to the Investor so that the Investor receives an amount in aggregate equal to the Liquidation Preference Amount due to each of them.

(b) To the extent necessary, each shareholder waives its respective rights and entitlements to their share in any payment pursuant to liquidation and to the extent such payments are made to, or received by, any shareholder, such shareholder shall hold the payments received by them in trust for the Investor.

**69. Determination of Fair Market Value**

Fair Market Value ("FMV") shall be determined as follows:

69.1 The FMV shall be determined by a single valuation prepared and issued by the valuer who shall be one of the "big four" accounting firms (i.e., KPMG, Ernst and Young, Price Waterhouse Coopers or Deloitte, Haskins and Sells) or a "bulge bracket" investment bank of international repute or such other person as is mutually agreed (*the Valuer*).

69.2 In determining the FMV the Valuer is to be instructed to conduct the valuation in accordance with the following process:

(a) The Promoters and the Investors must promptly and no later than 7 (seven) days, following a requirement for the Fair Market Value to be determined under the Investment Agreement and Part B of these Articles prepare all the relevant information required by the Valuers. If the Valuer requests further information or instructions in connection with the valuation that may materially impact on the valuation outcome or process, the Promoters and the Investors must promptly, and no later than 3 (three) days, following such a request respond to that request (or together or individually).

(b) Unless the Promoters and Investors agree otherwise, the Valuer must (a) determine a specific value rather than a range of values, (b) value the Company as a whole and on the basis that there is no discount for a minority holding of securities nor a premium for a holding of securities that will give the buyer a controlling interest; (c) use the discounted cash flow method which may be augmented with regards to other generally accepted valuation



- methodologies as the valuer considers appropriate, as provided below; (d) the estimated cash flows used for the discounted cash flow calculations will be based on cash flows distributable to shareholders (e.g. dividends) and will not include any incremental cash flows based on potential future acquisitions or new initiatives or businesses; (e) carry out a review of the Business and the financial plans of the Business including (A) analysis of the information received from the Promoter and the Investors on the Business; (B) analysis of historical market data, projected growth rate of the market and market share; (C) interviews and discussions with key management personnel of the Group (as required by the Valuers); (D) reviewed analysis of the current Business Plan approved in accordance with the Investment Agreement and Part B of these Articles; (E) analysis of published market data and other public information available to the Valuer, if any, related to the Company and the Business.
- (c) The Valuer will discuss the Business Plan with the management of the Company and will invite comments from the Company and the Investors with regards to the appropriateness of the assumptions for the financial projections of the Business.
  - (d) The Valuer will prepare the factual memorandum and the valuation memorandum for the Company and the Business based on the above information and supplemented by information available and the industry and our subsequent analysis of the same undertaken by the Valuer. The valuation will be as at the valuation date.
  - (e) The Valuer shall undertake the valuation in using the discounted cash flow but may use other generally accepted valuation methodologies (e.g. market approach) as deemed appropriate
  - (f) The DCF method involves estimating the future cash flows of a business and discounting them to their present value. The discount rate selected is based on consideration of the risks inherent in the investment and market rates of return available from alternative investments of similar type and quality as of the Valuation Date. The DCF method will be based on the concepts of "time value of money" which states "cash today is worth more than the same amount of cash in the future".
  - (g) The timeframe for completion of this valuation exercise would be 3 weeks from the appointment of the Valuer. The Valuer will present their findings in the form of the memorandum. The memorandum will include the reasoning and basis of the valuation, methodologies and conclusion. The Valuer will issue a draft memorandum prior to the issue in final form.
  - (h) The Promoter and the Investors will be required to discuss and resolve any clarifications within 10 (ten) days of the submission of the draft factual memorandum, which will be followed by the issue of the valuation memorandum. In the event the draft factual memorandum is not confirmed in this period or where the Promoters and Investors cannot agree to the draft valuation, the draft valuation will be treated as final and the Valuer's determination shall be final.
  - (i) The Company must ensure that the Valuer (a) has a right of access at all reasonable times to the accounting records and other records of the Group; and (b) can require from any officer of a Group Company any information or explanation the valuer requires to determine the Fair Market Value.
  - (j) The Valuer shall act as an expert and not as an arbitrator in conducting the valuation. The valuation conducted by each Valuer is conclusive and binding on the Parties in the absence of manifest error. The Parties agree that the costs of the Valuer in connection with the valuation are to be borne by the Company.

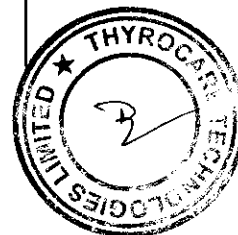
For Thyrocare Technologies Limited



Company Secretary

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

Sr. NO	Name, Addresses, Description and Occupation of subscriber	Signature of Subscriber	Name, Addresses, Occupation of witness
1.	<b>DR. AROGIYASAMY VELUMANI</b> S/O MR. P. AROGIYASAMY NAIDU 214/C/11,SHALIMAR CO.OP.SOC., HILL GARDEN COMPLEX, OPP. TIKUNJINIWADI COMPLEX, MANPADA, THANE (W) - 400 607. OCC.- BUSINESS.	Sd/-	<b>H.S. Kapila</b> S/O TS. Kapila Flat No. 301, MariGold Building, Thane (W) - 400 607 OCC- SERVICE.
2.	<b>MR. RAO RAJAGOPAL J.K.</b> S/O J.K.RAO C/9 PARMANU NAGAR, SECTOR - 4, VASHI, NEW BOMBAY - 400 703. OCC.- BUSSINESS.	Sd/-	
3.	<b>MRS. SUMATHI VELUMANI</b> W/O DR. A. VELUMANI 214/C/11,SHALIMAR CO.OP.SOC., HILL GARDEN COMPLEX, OPP. TIKUNJINIWADI COMPLEX, MANPADA, THANE (W) - 400 607. OCC.- BUSINESS.	Sd/-	
4.	<b>MR J. K. RAO</b> S/O MR. JAYAHARI C/9 PARMANU NAGAR, SECTOR - 4, VASHI, NEW BOMBAY - 400 703. OCC.- SERVICE.	Sd/-	
5.	<b>MR. A. SUNDARARAJU</b> S/O P. AROGIASAMY 10A, WHITE ROSE SO, PERRY ROAD, BANDRA (W), MUMBAI-400050. OCC- SERVICE	Sd/-	
6.	<b>MRS. BHAMINI SUNDARARAJU</b> W/O MR. A. SUNDARARAJU 10A, WHITE ROSE SO, PERRY ROAD, BANDRA (W), MUMBAI-400050. OCC- SERVICE	Sd/-	
7.	<b>MRS. SUSILA SELVARAJ</b> W/O MR. SELV ARAJ 7/40, VINAYAGARKOILST. KUNIAMUTHUR, POST COIMBATORE - 641 008. OCC. - BUSSINESS	Sd/-	




8.	<b>MR. KRISHNASAMY SELV ARAJ</b> S/O MR. KRISHNASAMY NAIDU 7/40, VINAYAGARKOILST. KUNIAMUTHUR, POST COIMBATORE - 641 008. OCC. - BUSSINESS	Sd/-
9.	<b>DR. A. RATHINASAMY</b> S/O P. AROGIASAMY 1 B, RATNA APARTMENTS, 9, CROSS STREET, SASTRI NAGAR, ADAYAR CHENNAI - TAMIL NADU OCC. - BUSINESS	Sd/-

For Thyresare Technologies Limited

Place : Mumbai

Date : 14<sup>th</sup> January, 2000.

  
Company Secretary