THE COMPANIES ACT, 2013 COMPANY LIMITED BY SHARES

(Company incorporated under Companies Act, 1956)

ARTICLES OF ASSOCIATION
OF
MOLBIO DIAGNOSTICS LIMITED

PART A

This set of Articles of Association has been approved pursuant to the provisions of Section 14 of the Companies Act, 2013 and in furtherance of amendments to Regulation 17(1) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and NSDL circular no. NSDL/CIR/II/19/2026 dated April 7, 2026 and CDSL circular no. CDSL/OPS/RTA/CAIPO/2026/104 dated April 6, 2026 and by a special resolution passed at the Extraordinary General Meeting of the Molbio Diagnostics Limited (the "Company") held on July 27, 2026. These Articles have been adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles thereof.

*The Articles of Association of the Company comprise of two parts, Part A and Part B, which parts shall, unless the context otherwise requires, co-exist with each other until the commencement of the listing of equity shares of the Company pursuant to the initial public offering of the equity shares of the Company (“**Listing**”) (the "Offer" of the, ”Equity Shares” of the Company). In case of any inconsistency or contradiction, conflict or overlap between Part A and Part B, the provisions of Part B shall prevail and be applicable until the Listing. All articles of Part B shall automatically terminate, without any further corporate or other action by the Company or by its shareholders, and cease to have any force and effect from the Listing and the provisions of Part A shall continue to be in effect and be in force, without any further corporate or other action, by the Company or by its shareholders.*

PART — I

PRELIMINARY

1. The regulations contained in Table F of Schedule I of the Companies Act, 2013, as amended and the exemptions (from time to time) granted, issued or notified by any governmental authority shall apply to the Company so far as they are applicable to a public company, and to the extent not inconsistent with these Articles.

2. The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, as amended from time to time, be such as are contained in these Articles.

DEFINITIONS AND INTERPRETATION

3. In these Articles, the following words and expressions, unless repugnant to the subject, shall mean the following:

"Act" means the Companies Act, 2013 and the rules enacted or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.

"Annual General Meeting" means the annual general meeting of the holders of Equity Shares of the Company convened and held in accordance with the Act.

"Articles of Association" or "Articles" mean these articles of association of the Company, as may be altered from time to time in accordance with the Act.

"Board" or "Board of Directors" means the board of directors of the Company in office at applicable times.

"Company" means Molbio Diagnostics Limited, a company incorporated under the laws of India.

"Depository" means a depository, as defined in clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996 and a company formed and registered under the Companies Act, 2013 and which has been granted a certificate of registration under sub section (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992.

"Director' shall mean any director of the Company, including alternate directors, independent directors and nominee directors appointed in accordance with and the provisions of these Articles.

"Equity Shares" shall mean the issued, subscribed and fully paid-up equity shares of the Company of Rs. 1 (Rupees 1 only) each or any other issued Share Capital of the Company that is reclassified, reorganized, reconstituted or converted into equity shares;

"Exchange" shall mean BSE Limited and the National Stock Exchange of India Ltd.

"Extraordinary General Meeting" means an extraordinary general meeting of the Company convened and held in accordance with the Act;

"General Meeting" means any duly convened meeting of the shareholders of the Company and any adjournments thereof;

"Member" means the duly registered holder from time to time, of the shares of the Company and includes the subscribers to the Memorandum of Association and in case of shares held by a Depository, the beneficial owners whose names are recorded as such with the Depository;

"Memorandum" or "Memorandum of Association" means the memorandum of association of the Company, as may be altered from time to time;

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

"Officer' shall have the meaning assigned thereto by the Act;

"Ordinary Resolution" shall have the meaning assigned thereto by the Act;

"Register of" Members" or "Register" means the register of members to be maintained pursuant to the provisions of the Act and the register of beneficial owners pursuant to Section 11 of the Depositories Act, 1996, in case of shares held in a Depository; and

"Special Resolution" shall have the meaning assigned thereto by the Act.

4. Except where the context requires otherwise, these Articles will be interpreted as follows:

a. headings are for convenience only and shall not affect the construction or interpretation of any provision of these Articles.
b. where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
c. words importing the singular shall include the plural and vice versa;
d. all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
e. the expressions "hereof", "herein" and similar expressions shall be construed as references to these Articles as a whole and not limited to the particular Article in which the relevant expression appears;

f. the ejusdem generis (of the same kind) rule will not apply to the interpretation of these Articles. Accordingly, include and including will be read without limitation;
g. any reference to a person includes any individual, firm, corporation, hindu undivided family, society, partnership, company, trust, association, joint venture, government (or agency or political subdivision thereof) or other entity of any kind, whether or not having separate legal personality. 'A reference to any person in these Articles shall, where the context permits, include such person's executors, administrators, heirs, legal representatives and permitted successors and assigns;
h. a reference to any document (including these Articles) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
i. references made to any provision of the Act shall be construed as meaning and including the references to the rules and regulations made in relation to the same by the Ministry of Corporate Affairs. The applicable provisions of the Companies Act, 1956 shall cease to have effect from the date on which the corresponding provisions under the Companies Act, 2013 have been notified.
j. a reference to a statute or statutory provision includes, to the extent applicable at any relevant time:
    i. that statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision; and
    ii. any subordinate legislation or regulation made under the relevant statute or statutory provision;
k. references to writing include any mode of reproducing words in a legible and nans transitory form;
l. references to Rupees, Re., Rs., INR, ₹ are references to the lawful currency of India;
m. In the event any of the provisions of the Articles are contrary to the provision of the Act and the Rules, the provisions of the Act and Rules will prevail; and
n. [capitalised terms used in any part of this articles of association, to the extent not inconsistent with the context thereof of otherwise defined herein, shall have the same meaning as ascribed to such representative terms in the restated shareholders agreement dated August 16, 2022, as amended.]

SHARE CAPITAL AND VARIATION OF RIGHTS

5. AUTHORISED SHARE CAPITAL

The authorised share capital of the Company shall be such amount, divided into such class(es), denomination(s) and number of shares in the Company as may from time to time be stated in Clause V of the Memorandum of Association, with power to increase or reduce such capital from time to time and power to divide the shares in the capital for the time being into other classes and to attach thereto respectively such preferential, convertible, deferred, qualified, or other special rights, privileges, conditions or restrictions and to vary, modify or abrogate the same in such manner as may be determined by or in accordance with the Articles of the Company, subject to the provisions of applicable law for the time being in force.

6. NEW CAPITAL PART OF THE EXISTING CAPITAL

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

7. KINDS OF SHARE CAPITAL

The Company may issue the following kinds of shares in accordance with these Articles, the Act and other applicable laws:

a) Equity share capital:

    i. with voting rights; and/or
    ii. with differential rights as to dividend, voting or otherwise in accordance with the Act; and

b) Preference Share capital (as defined in Section 43 of the Act).

All Equity Shares shall be of the same class and shall be alike in all respects and the holders thereof shall be entitled to identical rights and privileges including without limitation to identical rights and privileges with respect to dividends, voting rights, and distribution of assets in the event of voluntary or involuntary liquidation, dissolution or winding up of the Company.

8. SHARES AT THE DISPOSAL OF THE DIRECTORS

Subject to the provisions of Section 62 of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board of Directors who may issue, allot or otherwise dispose of all or any of such shares to such persons, in such proportion and on such terms and conditions and either at a premium or at par or at a discount (subject to compliance with Section 52 and 53 and other provisions of the Act) and at such time as they may from time to time think fit and with the sanction of the Company in General Meeting give to any person the option or right to call for any shares either at par or at a premium during such time and for such consideration as the Board of Directors think fit. Provided that, the option or right to call for Shares shall not be given to any Person or Persons without the sanction of the Company in a General Meeting.

9. CONSIDERATION FOR ALLOTMENT

Subject to the provisions of Section 62 of the Act and these Articles, the Board of Directors may issue and allot shares of the Company as payment in full or in part, for any property purchased by the Company or in respect of goods sold or transferred or machinery or appliances supplied or for services rendered to the Company in the acquisition and/or in the conduct of its business; and any shares which may be so allotted may be issued as fully paid up shares and if so issued shall be deemed as fully paid up shares. Provided that, the option or right to call for shares shall not be given to any person or persons without the sanction of the Company in a General Meeting. As regards all allotments, from time to time made, the Board shall duly Comply with Sections 23 and 39 of the Act, as the case may be.

10. SUB-DIVISION, CONSOLIDATION AND CANCELLATION OF SHARES

Subject to the provisions of Section 61 of the Act and these Articles, the Company in its General Meetings may, by an Ordinary Resolution, from time to time:

(a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;

(b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; provided that any consolidation and division which results in changes in the voting percentage of Members shall require applicable approvals under the Act;

(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, 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; and

(e) cancel shares which at the date of such General Meeting 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;

11. FURTHER ISSUE OF SHARES

(1) Where at any time the Board or the Company, as the case may be, propose to increase the subscribed capital by the issue of further shares then such shares shall be offered, subject to the provisions of section 42 and section 62 of the Act, and the rules made thereunder:

(A) to the persons who at the date of the offer are holders of the Equity Shares of the Company, in proportion as nearly as circumstances admit, to the paid- up share capital on those shares by sending a letter of offer subject to the conditions mentioned in (ii) to (iv) below;

(i) The offer aforesaid shall be made by notice specifying the number of shares offered and limiting a time not being less than fifteen days or such lesser number of days as may be prescribed under the Act or the rules made thereunder, or other applicable law 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.

Provided that the notice shall be dispatched through registered post or speed post or through electronic mode or courier or any other mode having proof of delivery to all the existing shareholders at least three days before the opening of the issue;

(ii) 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 sub-clause (ii) shall contain a statement of this right;

(iii) After the expiry of time specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that the person declines to accept the shares offered, the Board of Directors may dispose of them in such manner which is not disadvantageous to the Members and the Company;

(B) to employees under any scheme of employees' stock option subject to Special Resolution passed by the Company and subject to the rules and such other conditions, as may be prescribed under applicable law; or

(C) to any Persons, if authorized 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, in accordance with applicable Law.

(b) Nothing in sub-clause (iii) above shall be deemed:

(i) To extend the time within which the offer should be accepted; or

(ii) To authorise any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the Shares compromised in the renunciation.

(c) Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option as a term attached to the Debentures issued or loans raised by the Company to convert such Debentures or loans into Shares in the Company.

Provided that the terms of the 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 Members of the Company in a general meeting.

A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules; and

(D) A further issue of shares shall be offered to any persons, if authorized 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) Not withstanding anything contained in sub-section (1), where any debentures have been issued, or loan has been obtained from any Government by a company, and if that Government considers it necessary in the public interest so to do, it may, by order, direct that such debentures or loans or any part thereof shall be converted into shares in the company on such terms and conditions as appear to the Government to be reasonable in the circumstances of the case even if terms of the issue of such conversion:

Provided that where the terms and conditions of such conversion are not acceptable to the company, it may, within sixty days from the date of communication of such order, appeal to the Tribunal which shall after the company and Government pass such order as it deems tit.

(3) In determining the terms and conditions of conversion under sub-section (4), the Government shall have due regard to the financial position of the company, the terms of issue of debentures or loans, as the case may be, the rate of interest payable on such debentures or loans and such other matters as it may consider necessary.

(4) Where the Government has, by an order made under sub-section (4), directed that any debenture or loan or any part thereof shall be converted into shares in a company and where no appeal has been preferred to the Tribunal under sub-section (4) or where such appeal has been dismissed, the memorandum of such company shall, stand altered and the authorized share capital of such company shall stand increased by an amount equal to the amount of the value of shares which such debentures or loans or part thereof has been converted into.

12. RIGHT TO CONVERT LOANS INTO CAPITAL

Notwithstanding anything contained in sub-clauses(s) of Article 11 above, but subject, however, to the provisions of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debentures or loans raised by the Company to convert such debentures or loans into shares or to subscribe for shares in the Company, in accordance with the terms of such debentures or loans.

Provided that the terms of the 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 a general meeting.

13. ISSUE OF FURTHER SHARES NOT TO AFFECT RIGHTS OF EXISTING MEMBERS

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

14. ALLOTMENT ON APPLICATION TO BE ACCEPTANCE OF SHARES

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

15. RETURN ON ALLOTMENTS TO BE MADE OR RESTRICTIONS ON ALLOTMENT

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

16. MONEY DUE ON SHARES TO BE A DEBT TO THE COMPANY

The money (if any) which the Board shall, on the allotment of any shares being made by the Company, require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by the Company, shall immediately on the inscription of the name of allottee in the Register as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly as per the terms prescribed by the Board.

17. INSTALLMENTS ON SHARES

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

18. MEMBERS OR HEIRS TO PAY UNPAID AMOUNTS

Every Member or his heirs, executors or administrators shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being remain unpaid thereon, in such amounts, at such time or times and in such manner as the Board shall from time to time, in accordance with these Articles and the Act require or fix for the payment thereof**.**

19. VARIATION OF SHAREHOLDERS' RIGHTS

(a) If at any time the share capital of the Company is divided into different classes of shares, the rights attached to the shares of any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to Section 48 of the Act, as the case may be, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of not less than three-fourth of the issued shares of that class or with the sanction of a Special Resolution passed at a separate meeting of the holders of the issued shares of that class, as prescribed by the Act.

(b) Subject to the provisions of the Act, to every such separate meeting, the provisions of these Articles relating to meeting shall mutatis mutandis apply.

20. PREFERENCE SHARES

(a) Redeemable Preference Shares

The Company, Subject to the applicable provisions of the Act and the consent of the Board, shall have the power to issue on a cumulative or non-cumulative basis, preference shares liable to be redeemed in any manner permissible under the Act, and the Board may, subject to the applicable provisions of the Act, exercise such power in any manner as they deem fit and provide for redemption of such shares on such terms including the right to redeem at a premium or otherwise as they deem fit.

(b) Convertible Redeemable Preference Shares
The Company, subject to the applicable provisions of the Act and the consent of the Board, shall have power to issue on a cumulative or non-cumulative basis convertible redeemable preference shares liable to be redeemed or converted in any manner permissible under the Act and the Directors may, subject to the applicable provisions of the Act, exercise such power as they deem fit and provide for redemption at a premium or otherwise and/or conversion of such shares into such securities on such terms as they may deem fit.

Provided that the term “Preference Shares” in this Article has the same meaning as defined in explanation (ii) to section 43 of the Act.

21. AMALGAMATION

Subject to provisions of these Articles, the Company shall have the power to make compromise or make arrangements with creditors and Members, consolidate, demerge, amalgamate or merge with other company or companies subject to the provisions of the Act and any other applicable law.

ISSUE OF SHARES

22. Every person whose name is entered as a member in the register of members shall be entitled to receive shares in dematerialized form in accordance with Act SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2O1B, SEBI (Depositories and Participants) Regulations, 2018 and other applicable law for the time being in force.

Any member who subscribes to any shares of the company (whether by way of private placement or preferential issue or bonus shares or rights offer) shall ensure that all his existing shares are held in dematerialized form before such subscription.

Further, the company shall issue the shares only in dematerialized form.

23. Issue of shares in dematerialized form in case the share certificate is defaced, lost or Destroyed

If any share certificate be worn out, defaced, mutilated or torn, then upon production and surrender thereof to the Company, it shall issue shares in lieu of the same in dematerialized form, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the Company deem adequate, shares in lieu thereof shall be given in dematerialized form.

The provisions of the foregoing Articles relating to issue of shares shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company,

Every certificate under this Article shall be issued on payment of twenty rupees far each certificate. Every certificate under the article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.2/- for each certificate) as the Directors shall prescribe.

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

UNDERWRITING & BROKERAGE

24. COMMISSION FOR PLACING SHARES, DEBENTURES, ETC.

(a) Subject to the provisions of Section 40 (6) Act and other applicable laws, the Company may at any time pay a commission to any person in consideration for subscribing or agreeing to subscribe (whether absolutely or conditionally) to any shares or debentures of the Company or underwriting or procuring or agreeing to procure subscriptions (whether absolute or conditional) for shares or debentures of the Company and provisions of the Act shall apply.

(b) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Act.

(c) The Company may also, in any issue, pay such brokerage as may be lawful.

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

LIEN

25. COMPANY'S LIEN ON SHARES/ DEBENTURES

The Company shall subject to applicable law have a first and paramount lien on every share / debenture (not being a fully paid share / debenture) 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 that share / Debenture and no equitable interest in any share shall be created upon the footing and condition that this Article will have full effect. Unless otherwise agreed, the registration of transfer of shares / debentures shall operate as a waiver of the Company's lien, if any, on such shares / debentures,

Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article.

The fully paid-up shares shall be free from all lien and in the case of partly paid up shares the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares.

26. LIEN TO EXTEND TO DIVIDENDS, ETC.

The Company's lien, if any, on a share / debenture shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares / debentures.

27. ENFORCING LIEN BY SALE

The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made—

(a) unless a sum in respect of which the lien exists is presently payable; or
(b) until the expiration of fourteen (14) days' after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.

No Member shall exercise any voting right in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid, or in regard to which the Company has exercised any right of lien.

28. VALIDITY OF SALE

To give effect to any such sale, the Board may authorise any person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.

29. VALIDITY OF COMPANY'S RECEIPT

The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case maybe) constitute a good title to the share and the purchaser shall be registered as the holder of the share.

30. APPLICATION OF SALE PROCEEDS

The proceeds of any such sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

31. OUTSIDER'S LIEN NOT TO AFFECT COMPANY'S LIEN

In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by law) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

32. PROVISIONS AS TO LIEN TO APPLY MUTATIS MUTANDIS TO DEBENTURES, ETC.

The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities, including debentures, of the Company.

CALLS ON SHARES

33. BOARD TO HAVE RIGHT TO MAKE CALLS ON SHARES

The Board may subject to the provisions of the Act and any other applicable law, from time to time, make such call as it thinks fit upon the Members in respect of all moneys unpaid on the shares (whether on account of the nominal value of the shares or by premium) and not by the conditions of allotment thereof made payable at fixed times. Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. A call may be revoked or postponed at the discretion of the Board. The power to call on shares shall not be delegated to any other person except with the approval of the shareholders' in a General Meeting and as maybe permitted by law.

34. NOTICE FOR CALL

Each Member shall, subject to receiving at least fourteen (14) days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.

The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more Members as the Board may deem appropriate in any circumstances.

35. CALL WHEN MADE

The Board of Directors may, when making a call by resolution, determine the date on which such call shall be deemed to have been made, not being earlier than the date of resolution making such call, and thereupon the call shall be deemed to have been made on the date so determined and if no such date is so determined a call shall be deemed to have been made at the date when the resolution authorizing such call was passed at the meeting of the Board and may be required to be paid in installments.

36. LIABILITY OF JOINT HOLDERS FOR A CALL

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

37. CALLS TO CARRY INTEREST

If a Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at the rate of ten percent or such other lower rate a5 5haII from time to time be fixed by the Board but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such Member. The Board shall be at liberty to waive payment of any such interest wholly or in part.

38. DUES DEEMED TO BE CALLS

Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

39. EFFECT OF NON-PAYMENT OF SUMS

In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

40. PAYMENT IN ANTICIPATION OF CALL MAY CARRY INTEREST

The Board —

(a) may, subject to provisions of Section 50 and the Act, if it thinks fit, receive from any Member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, twelve percent per annum, as may be agreed upon between the Board and the Member paying the sum in advance. Nothing contained in this Article shall confer on the Member (i) any right to participate in profits or dividends; or (ii) any voting rights in respect of the moneys so paid by him, until the same would, but for such payment, become presently payable by him. The Directors may at any times repay the amount so advanced.

41. PROVISIONS A5 TO CALLS TO APPLY MUTATIS MUTANDIS TO DEBENTURES, ETC.

The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities, including debentures, of the Company.

FORFEITURE OF SHARES

42. BOARD TO HAVE A RIGHT TO FORFEIT SHARES

If a Member fails to pay any call, or installment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or installment or other money as is unpaid, together with any interest which may have incurred and all expenses that may have been incurred by the Company by reason of non-payment.

43. NOTICE FOR FORFEITURE OF SHARES

The notice aforesaid shall:

(a) name a further day (not being earlier than the expiry of fourteen days from the date of services of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all Dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

44. 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 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” or any other name.

The Company shall comply with the provisions of the Act in respect of any dividend remaining unpaid or unclaimed with the Company. If the Company has declared a dividend but which has not been paid or the dividend warrant in respect thereof has not been posted or sent within 30 (thirty) days from the date of declaration, the Company shall, within 7 (seven) days from the date of expiry of the said period of 30 (thirty) days, transfer the total amount of dividend, which remained so unpaid or unclaimed 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 so transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of 7 (seven) years from the date of such transfer, shall be transferred by the Company to the Fund established under sub-section (1) of Section 125 of the Act, viz. “Investor Education and Protection Fund”. Provided that, any claimant of Shares so transferred shall be entitled to claim the transfer of Shares from Investor Education and Protection Fund in accordance with such procedure and on submission of such documents as may be prescribed.

The company shall, within a period of ninety days of making any transfer of an amount under sub- section (1) to the Unpaid Dividend Account, prepare a statement containing the names, their last known addresses and the unpaid dividend to be paid to each person and place it on the website of the company, if any, and also on any other website approved by the Central Government for this purpose, in such form, manner and other particulars as may be prescribed.

If any default is made in transferring the total amount referred to in sub-section (1) or any part thereof to the Unpaid Dividend Account of the company, it shall pay, from the date of such default, interest on so much of the amount as has not been transferred to the said account, at the rate of twelve per cent. per annum and the interest accruing on such amount shall ensure to the benefit of the members of the company proportion to the amount remaining unpaid to them

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 established under section 125 of the Act and the Company shall send a statement in the prescribed form of the details of such transfer to the authority which administers the said fund and that authority shall issue a receipt to the Company as evidence of such transfer.

All shares in respect of which dividend has not been paid or claimed for 7 (seven) consecutive years or more shall be transferred by the Company in the name of the Investors Education and Protection Fund subject to the provisions of the Act and Rules.

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

45. RECEIPT OF PART AMOUNT OR GRANT OF INDULGENCE NOT TO AFFECT FORFEITURE

Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any Member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided, provided such forfeiture is undertaken in accordance with the Act. There shall be no forfeiture of unclaimed dividends before the claim becomes barred by applicable law.

46. FORFEITED SHARE TO BE THE PROPERTY OF THE COMPANY

Any share forfeited in accordance with these Articles, shall be deemed to be the property of the Company and may be sold, re-allocated or otherwise disposed of either to the original holder thereof or to any other person upon such terms and in such manner as the Board thinks fit and subject to provisions of the Act.

47. ENTRY OF FORFEITURE IN REGISTER OF MEMBERS

When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and any entry of the forfeiture with the date thereof, shall forthwith be made in the Register of Members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid, unless otherwise required under the Act.

48. MEMBER TO BE LIABLE EVEN AFTER FORFEITURE

A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall forthwith pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares. All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realization. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part. The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

49. EFFECT OF FORFEITURE

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

50. CERTIFICATE OF FORFEITURE

A duly verified declaration in writing that the declarant is a Director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

51. TITLE OF PURCHASER AND TRANSFEREE OF FORFEITED SHARES

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

52. VALIDITY OF SALES

Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the shares sold and after his name has been entered in the Register of Members in respect of such shares the validity of the sale shall not be impeached by any person.

53. CANCELLATION OF SHARE CERTIFICATE IN RESPECT OF FORFEITED SHARES

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

54. BOARD ENTITLED TO CANCEL FORFEITURE

The Board may at any time before any share so forfeited shall have them sold, reallotted or otherwise disposed of, cancel the forfeiture thereof upon such conditions at it thinks fit.

55. SURRENDER OF SHARES

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

56. SUMS DEEMED TO BE CALLS

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

57. PROVISIONS AS TO FORFEITURE OF SHARES TO APPLY MUTATIS MUTANDIS TO DEBENTURES, ETC.

The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to anv other securities, including debentures, of the Company.

TRANSFER OF SHARES

58. Transfer of shares in demat mode:

(i) Every holder of shares of the company who intends to transfer such shares shall get such shares dematerialized before the transfer.

(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered as beneficial owners in the records of the Depository.

(iii) The Depository participant shall register transfer of shares to or from a beneficial owner's account only on receipt of instructions and requisite documents, if any are received from the beneficial owner and thereafter confirm the same to the beneficial owner in a manner as specified by the depository in its bye-laws.

Provided further that nothing in this Article shall be prejudicially to any power of the Company to register as shareholder or debenture holder any person to whom the right to any shares in, or debentures of, the Company has been transmitted by operation of law.

59. Transfer by legal representative: A transfer of the shares or other interest in the Company of a deceased member thereof made by his legal representatives shall, although the legal representative is not himself a member be as valid as if he had been a member at the time of the transfer of shares in dematerialized form.

60. Power to close Registers: The Company may, after giving appropriate previous notice of not less than seven days' close the register of members or the register of debenture holders or other security holders for any period or periods not exceeding in the whole forty-five days in each year, but not exceeding thirty days at any one time.

The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company.

61. Transfer of shares/ debentures in whatever lot shall not be refused.

62. TRANSFER OF PARTLY PAID SHARES

Where in the case of partly paid-up shares, an application for registration is made by the transferor alone, the transfer shall not be registered, unless the Company gives the notice of the application to the transferee in accordance with the provisions of the Act and Thu transferee gives no objection to the transfer within the time period prescribed under the Act.

63. TRANSFERS NOT PERMITTED

No share shall in any circumstances be transferred to any infant, insolvent or a person of unsound mind, except fully paid-up shares through a legal guardian.

TRANSMISSION OF SHARES

64. Title to shares on death of a member:

i. On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the company as having any title to his interest in the shares.

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

65. Transmission Clause:

i. Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—

a. to be registered himself as holder of the share; or
b. to make such transfer of the share as the deceased or insolvent member could have made.

ii. The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

66. Indemnity to the Company: The Company shall be fully indemnified by such person from all liability, if any, for actions taken by the Board to give effect to such transmission.

67. Right to election of holder of share:

i. If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

ii. If the person aforesaid shall elect to transfer the share, he shall testify his election by executing necessary documents for transfer of the share.

iii. All the limitations, restrictions and provisions of these regulations relating to the right to transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death or Insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

Claimant to be entitled to same advantage:

A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

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

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

No fee shall be charged for registration of transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document.

ALTERATION OF CAPITAL

68. RIGHTS TO ISSUE SHARE WARRANTS

The Company may issue share warrants subject to, and in accordance with provisions of the Act. The Board may, in its discretion, with respect to any share which is fully paid up on application in writing signed by the person registered as holder of the share, and authenticated by such evidence (if any) as the Board may from time to time require as to the identity of the person signing the application, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require having been paid, issue a warrant.

69. BOARD TO MAKE RULES

1. The Board may, from time to time, make rules as to the terms on which it shall think fit, a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

70. SHARES MAY BE CONVERTED INTO STOCK

Where shares are converted into stock:

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, lix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;

(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;

(c) such of the Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"Member" shall include "stock" and "stock-holder" respectively.

71. REDUCTION OF CAPITAL

The Company may (subject to the provisions of sections 52, 55, 66, both inclusive, and other applicable provisions, if any, of the Act), by a Special Resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act—

(a) its share capital; and/or
(b) any capital redemption reserve account; and/or
(c) any share premium account

and in particular without prejudice to the generality of the foregoing power may be: (i) extinguishing or reducing the liability on any of its shares in respect of share capital not paid up; (ii) either with or without extinguishing or reducing liability on any of its shares, (a) cancel paid up share capital which is lost or is unrepresented by available assets; or {b) pay off any paid up share capital which is in excess of the wants of the Company; and may, if and so far as is necessary, alter its Memorandum, by reducing the amount of its share capital and of its shares accordingly.

72. DEMATERIALISATION OF SECURITIES

(a) The Company shall recognise interest in dematerialised securities under the Depositories Act, 1996

Subject to the provisions of the Act, either the Company or the investor may exercise an option to issue (in case of the Company only), deal in, hold the securities (including shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialized, in which event, the rights and obligations of the parties concerned and matters connected therewith or incidental thereof shall be governed by the provisions of the Depositories Act, 1996 as amended from time to time or any statutory modification(s) thereto or re-enactment thereof, the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018 and other applicable law.

(b) Dematerialisation/Re-materialisation of Securities

Notwithstanding anything to the contrary or inconsistent contained in these Articles, the Company shall be entitled to dematerialise its existing securities, re-materialise its securities held in Depositories and/or offer its fresh securities in the dematerialised form pursuant to the Depositories Act, 1996 and the rules framed thereunder, if any.

(c) Option to receive security certificate or hold securities with the Depository

Every person subscribing to or holding securities of the Company shall have the option to receive the security certificate or hold securities with a Depository. Where a person opts to hold a security with the Depository, the Company shall intimate such Depository of the details of allotment of the security and on receipt of such information, the Depository shall enter in its record, the name of the allottees as the beneficial owner of that security. Such a person who is the beneficial owner of the Shares can at any time opt out of a Depository, if permitted by the law, in respect of any Shares in the manner provided by the Depositories Act, 1996 and the regulations made thereunder and the Company shall in the manner and within the time prescribed, issue to the beneficial owner the required certificate of Shares. In the case of transfer of Shares or other marketable securities where the Company has not issued any certificates and where such Shares or securities are being held in an electronic and fungible form, the provisions of the Depositories Act, 1996 shall apply.

(d) **Securities in electronic form**

All securities held by a Depository shall be dematerialized and held in electronic form, no certificate shall be issued for the securities held by the Depository.

(e) Beneficial owner deemed as absolute owner

Except as ordered by a court of competent jurisdiction or bv applicable law required and subject to the provisions of the Act, the Company shall be entitled to treat the person whose name appears on the applicable register as the holder of any security or whose name appears as the beneficial owner of any security in the records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognize any benami trust or equity, equitable contingent, future, partial interest, other claim to or interest in respect of such securities or (except only as by these Articles otherwise expressly provided) any right in respect of a security other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has expressed or implied notice thereof but the Board shall at their sole discretion register any security in the joint names of any two or more persons or the survivor or survivors of them.

(f) Register and Index of beneficial owners

The Company shall cause to be kept a register and index of members with details of securities held in materialised and dematerialised forms in any media as may be permitted by law including any form of electronic media. The register and index of beneficial owners maintained by a Depository under the Depositories Act, 1996 shall be deemed to be a register and index of members for the purposes of this Act. The Company shall have the power to keep in any state or country outside India, a Register of Members, resident in that state or country.

73. BUY BACK OF SHARES

Notwithstanding anything contained in these Articles, but subject to to the provisions of sections 68 to 70 and all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

GENERAL MEETINGS

74. ANNUAL GENERAL MEETINGS

(a) The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meeting in that year and not more than fifteen months shall elapse between the dates of two annual general meetings.

(b) An Annual General Meeting of the Company shall be held in accordance with the provisions of the Act.

75. EXTRAORDINARY GENERAL MEETINGS

All General Meetings other than the Annual General Meeting shall be called ”Extraordinary General Meeting”. Provided that, the Board may, whenever it thinks fit, call an Extraordinary General Meeting.

76. EXTRAORDINARY MEETINGS ON REQUISITION

The Board shall, on the requisition of Members, convene an Extraordinary General Meeting of the Company in the circumstances and in the manner provided under the Act.

77. NOTICE FOR GENERAL MEETINGS

All General Meetings shall be convened by giving not less than clear twenty-one (21) days' notice, in such manner as is prescribed under the Act, specifying the place, date and hour of the meeting and a statement of the business proposed to be transacted at such a meeting, in the manner mentioned in the Act. Notice shall be given to all the Members and to such persons as are under the Act and/or these Articles entitled to receive such notice from the Company but any accidental omission to give notice to or non-receipt of the notice by any Member or other person to whom it should be given shall not invalidate the proceedings of any General Meetings.

The Members may participate in General Meetings through such modes as permitted by applicable laws.

78. SHORTER NOTICE ADMISSIBLE

Upon compliance with the relevant provisions of the Act, an Annual General Meeting or any General Meeting may be convened by giving a shorter notice than twenty-one (21) days if consent is given in writing or by electronic mode by not less than 95 (ninety five) percent of the Shareholders entitled to vote at that meeting.

79. CIRCULATION OF MEMBERS' RESOLUTION

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

80. SPECIAL AND ORDINARY BUSINESS

(a) Subject to the provisions of the Act, all business shall be deemed special that is transacted at the Annual General Meeting with the exception of declaration of any dividend, the consideration of financial statements and reports of the Directors and auditors, the appointment of Directors in place of those retiring and the appointment of and fixing of the remuneration of the auditors. In case of any other meeting, all business shall be deemed to be special.

(b) In case of special business as aforesaid, an explanatory statement as required under the applicable provisions of the Act shall be annexed to the notice of the meeting.

81. QUORUM FOR GENERAL MEETING

Five Members or such other number of Members as required under the Act or the applicable law for the time being in force prescribes, personally present shall be quorum for a General Meeting and no business shall be transacted at any General Meeting unless the requisite quorum is present at the commencement of the meeting.

82. TIME FOR QUORUM AND ADJOURNMENT

Subject to the provisions of the Act, if within half an hour from the time appointed for a meeting, a quorum is not present, the meeting, if called upon the requisition of Members, shall be cancelled and in any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board may determine. If at the adjourned meeting also a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be quorum and may transact the business for which the meeting was called.

83. CHAIRMAN OF GENERAL MEETING

The chairman, if any, of the Board of Directors shall preside as chairman at every General Meeting of the Company. No business shall be discussed at any General Meeting except the election of a Chairman while the Chair is vacant. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

84. ELECTION OF CHAIRMAN

Subject to the provisions of the Act, if there is no such chairman or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the Directors present shall elect another Director as chairman and if no Director be present or if all the Directors decline to take the chair, then the Members present shall choose a Member to be the chairman.

85. ADJOURNMENT OF MEETING

Subject to the provisions of the Act, the chairman of a General Meeting may, with the consent given in the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn that meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When the meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as nearly to the original meeting, as may be possible. Save as aforesaid and as provided in Section 103 of the Act, it shall not be necessary to give any notice of adjournment of the business to be transacted at an adjourned meeting.

member who has not appointed a proxy to attend and vote on his behalf at a general meeting may appoint a proxy for any adjourned general meeting, not later than forty-eight hours before the time of such adjourned Meeting.

86. VOTING AT MEETING

At any General Meeting, a demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that on which a poll has been demanded. The demand for a poll may be withdrawn at any time by the person or persons who made the demand. Further, no objection shall be raised to the qualification of any voter except at the General Meeting or adjourned General Meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the General Meeting, whose decision shall be final and conclusive.

87. DECISION BY POLL

If a poll is duly demanded in accordance with the provisions of the Act, it shall be taken in such manner as the chairman directs and the results of the poll shall be deemed to be the decision of the meeting on the resolution in respect of which the poll was demanded.

88. CASTING VOTE OF CHAIRMAN

In case of equal votes, whether on a show of hands or on a poll, the chairman of the General Meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled to as a Member.

89. PASSING RESOLUTIONS BY POSTAL BALLOT

(a) Notwithstanding any of the provisions of these Articles, the Company may, and in the case of resolutions relating to such business as notified under the Act, to be passed by postal ballot, shall get any resolution passed by means of a postal ballot, instead of transacting the business in the General Meeting of the Company.

(b) Where the Company decides to pass any resolution by resorting to postal ballot, it shall follow the procedures as prescribed under the Act.

(c) If a resolution is assented to by the requisite majority of the shareholders by means of postal ballot, it shall be deemed to have been duly passed at a General Meeting convened in that behalf.

VOTE OF MEMBERS

90. VOTING RIGHTS OF MEMBERS

Subject to any rights or restrictions for the time being attached to any class or classes of shares:

(a) On a show of hands every Member holding Equity Shares and present in person shall have one vote.

(b) On a poll, every Member holding Equity Shares therein shall have voting rights in proportion to his share in the paid-up equity share capital.

(c) A Member may exercise his vote at a meeting by electronic the Act and shall vote only once.

91. VOTING BY JOINT-HOLDERS

In case of joint holders the vote of first named of such joint holders in the Register of Members who tenders a vote whether in person or by proxy shall be accepted, to the exclusion of the votes of other joint holders.

92. VOTING BY MEMBER OF UNSOUND MIND

A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or legal guardian may, on a poll, vote by proxy.

93. NO RIGHT TO VOTE UNLESS CALLS ARE PAID

No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him have been paid, or in regard to which the Company has lien and has exercised any right of lien.

94. PROXY

Subject to the provisions of the Act and these Articles, any Member entitled to attend and vote at a General Meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting. The proxy shall not be entitled to vote except on a poll.

95. INSTRUMENT OF PROXY

An instrument appointing a proxy shall be in the form as prescribed under the Act for this purpose. The instrument appointing a proxy shall be in writing under the hand of appointer or of his attorney duly authorized in writing or if appointed by a body corporate either under its common seal or under the hand of its officer or attorney duly authorized in writing by it. Any person whether or not he is a Member of the Company may be appointed as a proxy.

The instrument appointing a proxy and power of attorney or other authority (if any) under which it is signed or a notarized copy of that power or authority must be deposited at the Office of the Company not less than forty eight (48) hours prior to the time fixed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in case of a poll, not less than twenty four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

96. VALIDITY OF PROXY

A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of shares in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

97. CORPORATE MEMBERS

Any corporation which is a Member of the Company may, by resolution of its Board of Directors or other governing body, authorize such person as it thinks fit to act as its representative at any meeting of the Company and the said person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could have exercised if it were an individual Member of the Company (including Thu right to vote by proxy).

DIRECTORS

98. NUMBER OF DIRECTORS

Unless otherwise determined by General Meeting and subject to the provisions of Section 149 of the Act, the number of Directors shall not be less than three (3) and not more than fifteen (15), and at least one (1) Director shall be resident of India for a total period of not less than one hundred and eighty-two days during in the previous year.

Provided that the Company may appoint more than fifteen (15) directors after passing a Special Resolution.

The persons hereinafter named are the first Directors of the Company:
(a) Mr. Deepak Gurushankar Tripathi
(b) Dr. Vinayak Krishnath Naik
(c) Mr. Natarajan Sriram

99. SHARE QUALIFICATION NOT NECESSARY

Any person whether a Member of the Company or not may be appointed as Director and no qualification by way of holding shares shall be required of any Director.

100. ADDITIONAL DIRECTORS

Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles. Any such additional director shall hold office only up to the date of the upcoming Annual General Meeting.

101. ALTERNATE DIRECTORS

Subject to provisions of the Act and these Articles:

(a) The Board may, appoint a person, not being a person holding any alternate directorship for any other director in the Company or holding directorship in the Company, to act as an alternate director for a director during his absence for a period of not less than 3 (three) months from India (hereinafter in this Article called the “Original Director”).

(b) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. If the term of office of the Original Director is determined before he returns to India the automatic re-appointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

102. APPOINTMENT OF DIRECTOR TO FILL A CASUAL VACANCY

If the office of any Director appointed by the Company in General Meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board which shall be subsequently approved by members in the immediate next general meeting. The director so appointed shall hold office only up to the date which the director in whose place he is appointed would have held office if it had not been vacated.

103. REMUNERATION OF DIRECTORS

(a) A Director (other than a managing Director or whole-time Director) may receive a sitting fee not exceeding such sum as may be prescribed by the Act or the Central Government from time to time for each meeting of the Board of Directors or any committee thereof attended by him/her. The remuneration of Directors including managing Director and/or whole-time Director may be paid in accordance with the applicable provisions of the Act.

(b) The Board of Directors may allow and pay or reimburse any Director who is not a bona fide resident of the place where a meeting of the Board or of any committee is held and who shall come to such place for the purpose of attending such meeting or for attending its business at the request of the Company, such sum as the Board may consider fair compensation for travelling, and out-of-pocket expenses and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company's business he shall be entitled to be reimbursed any travelling or other expenses incurred in connection with the business of the Company.

(c) The managing Directors/ whole-time Directors shall be entitled to charge and be paid for all actual expenses, if any, which they may incur for or in connection with the business of the Company. They shall be entitled to appoint part time employees in connection with the management of the affairs of the Company and shall be entitled to be paid by the Company any remuneration that they may pay to such part time employees.

104. REMUNERATION FOR EXTRA SERVICES

If any Director, being willing, shall be called upon to perform extra services or to make any special exertions (which expression shall include work done by Director as a Member of any committee formed by the Directors) in going or residing away from the town in which the Office of the Company may be situated for any purposes of the Company or in giving any special attention to the business of the Company or as member of the Board, then subject to the provisions of the Act, the Board may remunerate the Director so doing either by a fixed sum, or by a percentage of profits or otherwise and such remuneration, may be either in addition to or in substitution for any other remuneration to which he may be entitled.

105. CONTINUING DIRECTOR MAY ACT

The continuing Directors may act notwithstanding any vacancy in the Board, but if the number is reduced below three, the continuing Directors or Director may act for the purpose of increasing the number of Directors to three or for summoning a General Meeting of the Company, but for no other purpose.

106. VACATION OF OFFICE OF DIRECTOR

The office of a Director shall be deemed to have been vacated under the circumstances enumerated under Act.

ROTATION AND RETIREMENT OF DIRECTOR(S)

107. ONE-THIRD OF DIRECTORS TO RETIRE EVERY YEAR

At the Annual General Meeting of the Company to be held every year, one third of such of the Directors as are liable to retire by rotation for time being, or, if their number is not three or a multiple of three then the number nearest to one third shall retire from office, and they will be eligible for re-election. Provided nevertheless that the managing director appointed or the Directors appointed as a debenture director under Articles hereto shall not retire by rotation under this Article nor shall they be included in calculating the total number of Directors of whom one third shall retire from office under this Article.

108. RETIRING DIRECTORS ELIGIBLE FOR RE-ELECTION

A retiring Director shall be eligible for re-election and the Company, at the Annual General Meeting at which a Director retires in the manner aforesaid, may fill up the vacated office by electing a person thereto.

109. WHICH DIRECTOR TO RETIRE

The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lots.

110. POWER TO REMOVE DIRECTOR BY ORDINARY RESOLUTION

Subject to the provisions of the Act, the Company may in General Meeting, remove any Director before the expiration of his period of office and may, , appoint another person instead.
Provided that an independent director re-appointed for second term under the provisions of the Act shall be removed by the company only by passing a Special Resolution and after giving him a reasonable opportunity of being heard.

111. DIRECTORS NOT LIABLE FOR RETIREMENT

The Company in General Meeting may, when appointing a person as a Director declare that his continued presence on the Board of Directors is of advantage to the Company and that his office as Director shall not be liable to be determined by retirement by rotation for such period until the happening of any event of contingency set out in the said resolution.

112. DIRECTOR FOR COMPANIES PROMOTED BY THE COMPANY

Directors of the Company may be or become a director of any company promoted by the Company or in which it may be interested as vendor, shareholder or otherwise and no such Director shall be accountable for any benefits received as a director or member of such company subject to compliance with applicable provisions of the Act.

PROCEEDINGS OF BOARD OF DIRECTORS

113. MEETINGS OF THE BOARD

(a) The Board of Directors shall meet at least once in every three (3) months with a maximum gap of one hundred and twenty (120) days between two (2) meetings of the board for the dispatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit in accordance with the Act, provided that at least four (4) such meetings shall be held in every year. Place of meetings of the Board shall be at a location determined by the Board at its previous meeting, or if no such determination is made, then as determined by the chairman of the Board.

(b) The chairman may, at any time, and the secretary or such other Officer of the Company as may be authorised in this behalf on the requisition of Director shall at any time summon a meeting of the Board. Notice of at least seven (7) days in writing of every meeting of the Board shall be given to every Director and every alternate Director at his usual address whether in India or abroad registered with the Company, provided always that a meeting may be convened by a shorter notice to transact urgent business subject to the condition that at least one independent director, if any, shall be present at the meeting and in case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one independent director, if any.

(c) The notice of each meeting of the Board shall include (i) the time for the proposed meeting; (ii) the venue for the proposed meeting; and (iii) an agenda setting out the business proposed to be transacted at the meeting.

(d) To the extent permissible by applicable law, the Directors may participate in a meeting of the Board or any committee thereof, through electronic mode, that is, by way of video conferencing i,e., audio visual electronic communication facility. The notice of the meeting must inform the Directors regarding the availability of participation through video conferencing. Any Director participating in a meeting through the use of video conferencing shall be counted for the purpose of quorum.

114. QUESTIONS AT BOARD MEETING HOW DECIDED

Questions arising at any time at a meeting of the Board shall be decided by majority of votes and in case of equality of votes, the chairman, in his absence the vice chairman or the Director presiding shall have a second or casting vote.

115. QUORUM

Subject to the provisions of the Act and other applicable law, the quorum for a meeting of the Board shall be one third of its total strength (any fraction contained in that one-third being rounded off as one) or two Directors whichever is higher and the participation of the directors by video conferencing or by other audio visual means shall also be counted for the purposes of quorum.
At any time the number of interested Directors is equal to or exceeds two-thirds of total strength, the number of remaining Directors, that is to say the number of Directors who are not interested, present at the meeting being not less than two, shall be the quorum during such time. The total strength of the Board shall mean the number of Directors actually holding office as Directors on the date of the resolution or meeting, that is to say, the total strength of Board after deducting there from the number of Directors, if any, whose places are vacant at the time. The term interested director' means any Director whose presence cannot, by reason of applicable provisions of the Act be counted for the purpose of forming a quorum at meeting of the Board, at the time of the discussion or vote on the concerned matter or resolution.

116. ADJOURNED MEETING

Subject to the provisions of the Act, if within half an hour from the time appointed for a meeting of the Board, a quorum is not present, the meeting , shall stand adjourned to the same day in the next week at the same time and place or if that day is a national holiday, till the next succeeding day, which is not a national holiday, or to such other day and at such other time and place as the Directors may determine.

117. ELECTION OF CHAIRMAN OF BOARD

(a) The Board may elect a chairman of its meeting and determine the period for which he is to hold office. The positions, duties and responsibilities of the Chairman (whether whole-time or not and notwithstanding the fact that his appointment may be in the designation of a whole-time Director under the Act) & the Chief Executive Officer (by whatever designation described) shall be accordingly defined by the Board. The Board may authorize maintenance of a Chairman's Office at Company's expense to support him in the performance of his duties.

(b) Subject to the provisions of the Act, these Articles and of any Contract between him and the Company the remuneration of the Chairman (notwithstanding the fact that his appointment may be in the designation of a whole-time Director under the Act) may from time to time be fixed by the Directors, subject to the approval of the Company in General Meeting, and may be by way of fixed monthly payments, commission on profits of the Company; any or all of these modes or any other mode not expressly prohibited in the Act

(c) If no such chairman is elected or at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the meeting the Directors present may choose one among themselves to be the chairman of the meeting.

(d) The Board may from time to time appoint one amongst its members to be the Vice Chairman who shall perform the duties of Chairman in absence of Chairman.

118. POWERS OF DIRECTORS

(a) The Board may exercise all such powers of the Company and do all such acts and things as are not, by the Act or any other applicable law, or by the Memorandum or by the Articles required to be exercised by the Company in a General Meeting, subject nevertheless to these Articles, to the provisions of the Act or any other applicable law and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in a General Meeting; but no regulation made by the Company in a General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

(b) All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case maybe, by such person and in such manner as the Board shall from time to time by resolution determine.

119. DELEGATION OF POWERS

(a) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such members of its body as it thinks fit.

(b) Any committee so formed 5hall, in the exercise of the power so delegated conform to any regulations that may be imposed on it by the Board.

120. ELECTION OF CHAIRMAN OF COMMITTEE

(a) A committee may elect a chairman of its meeting. If no such chairman is elected or if at any meeting the chairman is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be the chairman of the committee meeting.

(b) The quorum of a committee may be fixed by the Board of Directors.

121. QUESTIONS HOW DETERMINED

(a) A committee may meet and adjourn as it thinks proper.

(b) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present as the case may be and in case of equality of vote, the chairman shall have a second or casting vote, in addition to his vote as a member of the committee.

122. VALIDITY OF ACTS DONE BY BOARD OR A COMMITTEE

All acts done by any meeting of the Board, of a committee thereof, or by any person acting as a Director shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid or that they or any of them were disqualified be as valid as if even such Director or such person has been duly appointed and was qualified to be a Director.

123. RESOLUTION BY CIRCULATION

Save as otherwise expressly provided in the Act, a resolution in writing circulated in draft together with the necessary papers, if any, to all the Directors or to all the members of the committee then in India, not being less in number than the quorum fixed of the meeting of the Board or the committee, as the case may be and to all other Directors or Members at their usual address in India and approved by such of the Directors as are then in India or by a majority of such of them as are entitled to vote at the resolution shall be valid and effectual as if it had been a resolution duly passed at a meeting of the Board or committee duly convened and held.

124. MAINTENANCE OF FOREIGN REGISTER

The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of those Sections) make and vary such regulations as it may think fit respecting the keeping of any register.

125. BORROWING POWERS

(a) Subject to the provisions of the Act and these Articles, the Directors may, from time to time, at their discretion, raise or borrow, or secure the payment of, any sum or sums of money for the purposes of the Company, in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by promissory notes or by receiving deposits and advances with or without security or by the issue of bonds, debentures, perpetual or otherwise, including debentures convertible into shares of this Company or any other company or perpetual annuities and to secure any such money so borrowed, raised or received, mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may be expedient and to purchase, redeem or pay off any such securities;

(b) Provided that the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not at any time except with the consent of the Company by way of special resolution in general meeting exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set part for any specific purpose;

(a) The Directors may by resolution at a meeting of the Board delegate the above power to borrow money otherwise than on debentures to a committee of Directors or managing Director or to any other person permitted by applicable law, if any, within the limits prescribed.

(b) To the extent permitted under the applicable law and subject to compliance with the requirements thereof, the Directors shall be empowered to grant loans to such entities at such terms as they may deem to be appropriate and the same shall be in the interests of the Company.

(c) Any bonds, debentures, debenture-stock or other securities may if permissible under applicable law be issued at a discount, premium or otherwise by the Company and shall with the consent of the Board be issued upon such terms and conditions and in such manner and for such consideration as the Board shall consider to be for the benefit of the Company, and on the condition that they or any part of them may be convertible into Equity Shares of any denomination, and with any privileges and conditions as to the redemption, surrender, allotment of shares, attending (but not voting) in the General Meeting, appointment of Directors or otherwise. Provided that debentures with rights to allotment of or conversion into Equity Shares shall not be issued except with, the sanction of the Company in General Meeting accorded by a Special Resolution.

126. NOMINEE DIRECTORS

(a) Subject to the provisions of the Act, so long as any moneys remain owing by the Company to financial institutions regulated by the Reserve Bank of India, state financial corporation or any financial institution owned or controlled by the Central Government or State Government or any non-banking financial company regulated by the Reserve Bank of India or any such company from whom the Company has borrowed for the purpose of carrying on its objects or each of the above has granted any loans / or subscribes to the debentures of the Company or so long as any of the aforementioned companies of financial institutions holds or continues to hold debentures /shares in the Company as a result of underwriting or by direct subscription or private placement or so long as any liability of the Company arising out of any guarantee furnished on behalf of the Company remains outstanding, and if the loan or other agreement with such institution/ corporation/ company (hereinafter referred to as the "Corporation") so provides, the Corporation may, in pursuance of the provisions of any law for the time being in force or of any agreement, have a right to appoint from time to time any person or persons as a Director or Directors whale- time or non whole-time (which Director or Director/s is/are hereinafter referred to as "Nominee Directors/s") on the Board of the Company and to remove from such office any person or person so appointed and to appoint any person or persons in his /their place(s).

(b) The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board meetings and of the meetings of the committee of which Nominee Director/s is/are member/s as also the minutes of such Meetings. The Corporation shall also be entitled to receive all such notices and minutes.

(c) The Company may pay the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled, but if any other fees commission, monies or remuneration in any form is payable to the Directors of the Company the fees, commission, monies and remuneration in relation to such Nominee Director/s may accrue to the nominee appointer and same shall accordingly be paid by the Company directly to the Corporation.

Provided that if any such Nominee Director/s is an officer of any of the Corporation, the sittings fees in relation to such nominee Director shall also accrue to the Corporation concerned and the same shall accordingly be paid by the Company directly to that Corporation.

(d) Provided that the sitting fees, in relation to such Nominee Director/s shall also accrue to the appointer and same shall accordingly be paid by the Company directly to the appointer.

127. REGISTER OF CHARGES

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

128. MANAGING DIRECTOR(S) AND/OR WHOLE TIME DIRECTORS

(a) The Board may from time to time and with such sanction of the Central Government as may be required by the Act, appoint one or more of the Directors to the office of the managing director and/ or whole time directors for such term and subject to such remuneration, terms and conditions as they may think fit.

(b) The Directors may from time to time resolve that there shall be either one or more managing directors and/ or whole-time directors.

(c) In the event of any vacancy arising in the office of a managing director and/or whole- time director, the vacancy shall be filled by the Board of Directors subject to the approval of the Members.

(d) If a managing director and/or whole-time director ceases to hold office as Director, he shall ipso facto and immediately cease to be managing director/whole time director.

(e) The managing director and/or whole-time director shall not be liable to retirement by rotation as long as he holds office as managing director or whole-time director.

129. POWERS AND DUTIES OF MANAGING DIRECTOR OR WHOLE-TIME DIRECTOR

The managing director/ whole-time director shall subject to the supervision, control and direction of the Board and subject to the provisions of the Act, exercise such powers as are exercisable under these Articles by the Board of Directors, as they may think fit and confer such power for such time and to be exercised as they may think expedient and they may confer such power either collaterally with or to the exclusion of any such substitution for all or any of the powers of the Board of Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any such powers. The managing Directors/ whole-time Directors may exercise all the powers entrusted to them by the Board of Directors in accordance with the Board's direction.

130. REIMBURSEMENT OF EXPENSES

The managing Directors/ whole-time Directors shall be entitled to charge and be paid for all aEtual expenses, if any, which they may incur for or in connection with the business of the Company. They shall be entitled to appoint paid time employees in connection with the management of the affairs of the Company and shall be entitled to be paid by the Company any remuneration that they may pay to such part time employees.

131. CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY AND CHIEF FINANCIAL OFFICER

Subject to the provisions of the Act —

(a) A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board.

(b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer. Further, an individual may be appointed or reappointed as the chairperson of the Company as well as the managing Director or chief executive officer of the Company at the same time.

(a) A provision of the Act or the Articles requiring or authorizing a thing to be done by or to a Director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as a Director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

DIVIDEND

132. COMPANY IN GENERAL MEETING MAY DECLARE DIVIDENDS

The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

133. INTERIM DIVIDENDS

Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit and as appear to it to be justified by the profits of the company.

134. DIVISION OF PROFITS

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

135. DIVIDENDS TO BE APPORTIONED

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

136. RESERVE FUNDS

(a) The Board may, before recommending any dividends, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends and pending such application, may, at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time think fit and authorised under the applicable laws.

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

137. DEDUCTION OF ARREARS

Subject to the Act, no Member shall be entitled to receive payment of any interest or dividend in respect of his share or shares whilst any money may be due or owing from him In the Company in respect of such share or shares of or otherwise howsoever whether alone or jointly with any other person or persons and the Board may deduct from any dividend payable to any Members all sums of money, if any, presently payable by him to the Company on account of the calls or otherwise in relation to the shares of the Company.

138. RETENTION OF DIVIDENDS

The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.

139. RECEIPT OF JOINT HOLDER

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

140. DIVIDEND HOW REMITTED

Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register of Members, or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

141. DIVIDENDS NOT TO BEAR INTEREST

No dividends shall bear interest against the Company.

142. Waiver of dividend

The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

143. TRANSFER OF SHARES AND DIVIDENDS

Subject to the provisions of the Act, any transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

CAPITALISATION OF PROFITS

144. CAPITALISATION OF PROFITS

(a) The Company in General Meeting, may, on recommendation of the Board resolve:
(i) that it is desirable to capitalise any part of the amount for the time being standing to the credit of the Company's reserve accounts or securities premium account or to the credit of the profit and loss account or otherwise available for distribution; and
(ii) that such sum be accordingly set free for distribution in the manner specified in the sub-clause (b) amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportion.
(b) The sum aforesaid shall not be paid in cash but shall be applied, either in or towards:
(i) paying up any amounts for the time being unpaid on shares held by such Members respectively;
(ii) paying up in full, unissued share of the Company to be allotted and distributed, credited as fully paid up, to and amongst such Members in the proportions aforesaid; or
(iii) partly in the way specified in sub-clause (i) and partly that specified in sub -clause (ii).
(iv) A securities premium account and a capital redemption reserve account or any other permissible reserve account may be applied as permitted under the Act in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares.

(v) The Board shall give effect to the resolution passed by the Company in pursuance of these Articles.

145. POWER OF DIRECTORS FOR DECLARATION OF BONUS ISSUE

(a) Whenever such a resolution as aforesaid shall have been passed, the Board shall:
(i) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and
(ii) generally do all acts and things required to give effect thereto.
(b) The Board shall have full power:
(i) to make such provisions, by the issue of fractional certificates or by payments in cash or otherwise as it thinks fit, in the case of shares or debentures becoming distributable in fractions; and
(ii) to authorize any person to enter, on behalf of all the Members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or other securities to which they may be entitled upon such capitalization or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amount or any parts of the amounts remaining unpaid on their existing shares.
(c) Any agreement made under such authority shall be effective and binding on such Members.

ACCOUNTS

146. WHERE BOOKS OF ACCOUNTS TO BE KEPT

The Books of Account shall be kept at the Office or at such other place in India as the Directors think fit in accordance with the applicable provisions of the Act.

147. INSPECTION BY DIRECTORS

The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act.

148. INSPECTION BY MEMBERS

No Member (not being a Director) shall have any right of inspecting any account or books or documents of the Company except as conferred by law or authorised by the Board.

SERVICE OF DOCUMENTS AND NOTICE

149. MEMBERS TO NOTIFY ADDRESS IN INDIA

Each registered holder of shares from time to time notify In writing to the Company such place in India to be registered as his address and such registered place of address shall for all purposes be deemed to be his place of residence.

150. SERVICE ON MEMBERS HAVING NO REGISTERED ADDRESS

If a Member has no registered address in India, and has not supplied to the Company any address within India, for the giving of the notices to him, a document advertised in a newspaper circulating in the neighbourhood of Office of the Company shall be deemed to be duly served to him on the day on which the advertisement appears.

151. SERVICE ON PERSONS ACQUIRING SHARES ON DEATH OR INSOLVENCY OF MEMBERS

A document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title or representatives of the deceased, assignees of the insolvent by any like description at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served as if the death or insolvency had not occurred.

152. PERSONS ENTITLED TO NOTICE OF GENERAL MEETINGS

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

(a) To the Members of the Company as provided by these Articles.

(b) To the persons entitled to a share in consequence of the death or insolvency of a Member.

(c) To the Directors of the Company.

(d) To the auditors for the time being of the Company; in the manner authorized by as in the case of any Member or Members of the Company.

153. NOTICE BY ADVERTISEMENT

Subject to the provisions of the Act any document required to be served or sent by the Company on or to the Members, or any of them and not expressly provided for by these Articles, shall be deemed to be duly served or sent if advertised in a newspaper circulating in the district in which the Office is situated.

154. MEMBERS BOUND BY DOCUMENT GIVEN TO PREVIOUS HOLDERS

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

Any notice to be given by the Company shall be signed by the managing Director or by such Director or secretary (if any) or Officer as the Directors may appoint. The signature to any notice to be given by the Company may be written or printed or lithographed.

WINDING UP

155. The Company may be wound up in accordance with the Act and the Insolvency and Bankruptcy Code, 2016, as amended (to the extent applicable). Subject to the applicable provisions of the Act—

(a) If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.

(b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members.

(c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities where an there is any liability.

(d) Any person who is or has been a Director or manager, whose liability is unlimited under the Act, shall, in addition to his liability, if any, to contribute as an ordinary member, be liable to make a further contribution as if he were at the commencement of winding up, a member of an unlimited company, in accordance with the provisions of the Act.

156. APPLICATION OF ASSETS

Subject to the provisions of the Act as to preferential payment the assets of the Company shall, on its winding up, be applied in satisfaction of its liabilities pari passu and, subject to such application shall be distributed among the Members according to their rights and interests in the Company.

INDEMNITY

157. DIRECTOR'S AND OTHERS' RIGHT TO INDEMNITY

Subject to the provisions of the Act and other applicable law, every Director, Manager, Secretary and other Officer of the Company shall be indemnified by the Company against any liability incurred by him in his capacity as Director or Officer of the Company including in relation to defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the tribunal. Provided, however, that such indemnification shall not apply in respect of any cost or loss or expenses to the extent it is finally judicially determined to have resulted from the negligence, wilful misconduct or bad faith acts or omissions of such Director, Manager, Secretary and other Officer of the Company.

158. INSURANCE

The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former Directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably,

LOCK-IN OF EQUITY SHARES IN CONNECTION WITH INITIAL PUBLIC OFFERING OF THE COMPANY

159. Notwithstanding anything to the contrary contained in these Articles, where any Equity Shares held by persons other than promoters are required to be locked in under Regulation 17 of the SEBI ICDR Regulations and such lock-in cannot be created or recorded by Depositories for any reason whatsoever including where such Equity Shares are (a) subject to pledge; or (b) under "freeze balance" or "safekeep balance", or (c) any other form of encumbrance as may be recorded with the Depositories, on a day prior to the commencement of the Lock-in Period, the Company shall have the power to issue instructions to the Depositories, directing them to record such Equity Shares as "non-transferable" for the duration of the applicable Lock-in Period. The aforementioned Equity Shares shall be treated as locked-in for the Lock-in Period as specified under the SEBI ICDR Regulations.

160. In the event of invocation of the pledge of such Equity Shares by the pledgee, whether in whole or in part, the Equity Shares so transferred or received by the pledgee upon such invocation shall be automatically locked-in and shall remain under lock-in, in the account of the pledgee for the balance Lock-in Period.

161. In the event of release of the pledge of such Equity Shares by the pledgee, whether in whole or in part, the Equity Shares so released be automatically locked-in and shall remain under lock-in, in the account of the pledgor for the balance Lock-in Period.

162. For the purposes of Articles 159, 160 and 161, (a) "**Lock-in Period**" means the period for which the entire pre-issue capital of the Company held by persons other than the promoters and equity shares specified under the proviso to Regulation 17(1) of the SEBI ICDR Regulations, in case of the initial public offering, is locked-in in accordance with Regulation 17 of the SEBI ICDR Regulations; and (b) "**SEBI ICDR Regulations**" shall mean the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended or re-enacted or replaced from time to time.

The Board may take all steps, furnish all declarations and issue all instructions necessary to implement such lock-in and to remove such marking upon expiry of the relevant lock-in period or as otherwise permitted under applicable laws.

SECRECY CLAUSE

163. SECRECY

No Member shall be entitled to inspect the Company's works without the permission of the managing director/ Directors or to require discovery of any information respectively and detail of the Company's trading or any matter which is or may be in the nature of a trade secret, history of trade or secret process which may be related to the conduct of the business of the Company and which in the opinion of the managing director/ Directors will be inexpedient in the interest of the Members of the Company to communicate to the public. Every manager, auditor, trustee, member of a Committee, officer, servant, agent, accountant or other Persons employed in the business of the Company shall, if so required by the Board, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bona fide transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any General Meeting or by the law of the country and except so far as may be necessary in order to comply with any of the provisions in these Articles, the provisions of the Act and the law.

GENERAL POWER

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

165. At any point of time from the date of adoption of these Articles, if the Articles are or become contrary to the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (the "Listing Regulations"), the provisions of the Listing Regulations shall prevail over the Articles to such extent and the Company shall discharge all of its obligations as prescribed under the Listing Regulations as and when applicable, from time to time.

CERTIFICATES

166. Every member shall be, subject to applicable law, 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 provided in the relevant laws) 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 of the receipt of application for registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the seal of the company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe or approve, provided that in respect of a share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one of several joint holders shall be sufficient delivery to all such holder. Such certificate shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or its fractional coupons of requisite value, save in cases of issues against letter of acceptance or of renunciation or in cases of issue of bonus shares. Every such certificate shall be issued under the seal of the Company, which shall be affixed in the presence of two Directors or one Director and a [company secretary, where the Company has appointed a company secretary,] or some other person appointed by the Board for the purpose shall sign the share certificate, provided that if the composition of the Board permits of it, at least one of the aforesaid two Directors shall be a person other than a Managing or whole-time Director. Particulars of every share certificate issued shall be entered in the Register of Members against the name of the person, to whom it has been issued, indicating the date of issue.

Any two or more joint allottees of shares shall, for the purpose of this Article, be treated as a single member, and the certificate of any shares which may be the subject of joint ownership, may be delivered to anyone of such joint owners on behalf of all of them. For any further certificate the Board shall be entitled, but shall not be bound, to prescribe a charge not exceeding Rupees Fifty. The Company shall comply with the provisions of Section 39 of the Act.

A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp provided that the Director shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.

PART B

This set of Articles of Association has been approved pursuant to the provisions of Section 14 of the Companies Act, 2013 and by a special resolution passed at the Extraordinary General Meeting of the Molbio Diagnostics Limited (the "Company") held on August 22, 2025. These Articles have been adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles thereof.

The Articles of Association of the Company comprise of two parts, Part A and Part B, which parts shall, unless the context otherwise requires, co-exist with each other until the commencement of the listing of equity shares of the Company pursuant to the initial public offering of the equity shares of the Company ("Listing") (the "Offer" of the, "Equity Shares" of the Company). In case of any inconsistency or contradiction, conflict or overlap between Part A and Part B, the provisions of Part B shall prevail and be applicable until the Listing. All articles of Part B shall automatically terminate, without any further corporate or other action by the Company or by its shareholders, and cease to have any force and effect from the Listing and the provisions of Part A shall continue to be in effect and be in force, without any further corporate or other action, by the Company or by its shareholders

AOA (Articles of Association)

[Pursuant to Section 5 of the Companies Act, 2013 and rules made thereunder read with Schedule I]

Table applicable to company as notified under schedule I of the Companies Act, 2013 - **F**

The name of the company is - **MOLBIO DIAGNOSTICS LIMITED *****

ArticleNo.	Description
I.	**Interpretation**
	The Company is a public company within the meaning of the Act. APPLICATION OF TABLE F The Regulations contained in Table F in the First Schedule to the Act shall apply to this Company in the same manner as if all such Regulations of Table F are specifically contained in these Articles subject to the modifications herein contained and except in so far as they are expressly or implicitly excluded by the following Articles. The provisions of Table F of schedule 1 to the Act shall be applicable to the extent that they do not contradict with these Articles. Interpretation Any reference in these Articles to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or reenacted whether before or after the Execution Date and to all statutory instruments orders

	notification rules regulations and subordinate legislation for the time being made pursuant to it or deriving validity from it. The words hereof herein and hereunder and words of similar import when used in these Articles shall refer to these Articles as a whole and not to any particular provision of these Articles. The words include including and among other things shall be deemed to be followed by without limitation or but not limited to whether or not they are followed by such phrases or words of like import. The words and phrases other including and in particular shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible. Unless the context otherwise requires words denoting the singular shall include the plural and vice versa words denoting any gender shall include all genders and where a word or phrase is defined other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Unless otherwise stated time will be the essence of contract for the purpose of the obligations under these Articles. Unless stated otherwise in computing the shareholding of the Promoter Group for the purpose of determination of the rights and privileges available to them under these Articles or any other Transaction Document the Securities held by each of Key Shareholder 1 and Promoter 2 shall be included in the computation of the shareholding of the Promoter Group and all rights shall be exercised jointly by them as one block of Shareholders and the obligations shall be fulfilled jointly and severally as applicable. No member of the Promoter Group shall take a position which is contrary to that of any other member of the Promoter Group. Unless stated otherwise in computing the shareholding of Bigtec Founders for the purpose of determination of the rights and privileges available to it under these Articles or any other Transaction Document the Securities held by each member of Bigtec Founders shall be included in the computation of the shareholding of the Bigtec Founders and all rights shall be exercised jointly by them as one block of Shareholders and the obligations shall be fulfilled jointly and severally as applicable. No member of Bigtec Founders shall take a position which is contrary to that of any other member of the Bigtec Founders and the Promoter Group. Unless otherwise stated references to Articles sub- Articles paragraph sub-paragraph Schedule recital annexure relate to these Articles and references to these Articles include its recitals and Schedules which form an integral and operative part of these Articles and references to a part or paragraph include references to a part or paragraph of a Schedule or Schedule to these Articles. References to these Articles or any other document shall be construed as references to these Articles or that other document as amended varied novated supplemented or replaced from time to time. Words directly or indirectly mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements and direct or indirect have the correlative

	meanings. The Parties acknowledge that they and their respective counsel have read and understood the terms of these articles and have participated equally in the negotiation and drafting. Accordingly, no court or arbitrator construing these Articles shall construe it more stringently against one Party than against the other. Agreed Form means a document in a form agreed by the Investors and initialled for the purposes of identification. Headings to these Articles and paragraphs are for information only and shall not form part of the operative provisions of these Articles and shall be ignored in construing the same. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if such day is not a Business Day, then the period shall include the next following Business Day. Reference to days months and years are to Gregorian days months and calendar years respectively unless otherwise specified to be Business Days. Any word or phrase defined in the body of these Articles as opposed to being defined in of Schedule 1 shall have the meaning assigned to it in such definition throughout these Articles unless the contrary is expressly stated or the contrary clearly appears from the context words or phrases not defined in these Articles shall have the meanings assigned to them under the Share Purchase and Share Subscription Agreement. Anything being in writing includes writing typing printing letter e-mail or other electronic record reduced to a visual form but shall not include text messages or messages sent through any other short message service or social media application Save as otherwise specifically provided herein the rights and obligations of each Party are several (and not joint and several) and may be exercised independently of the other Parties and no Party shall be responsible or liable for anyobligations or liabilities of any other Party. No provision of these Articles or any related document shall be interpreted in Favor of or construed against or interpreted to the disadvantage of a Party by reason only of such Party or its counsel having or being deemed to have drafted such provision. Definitions Act means the Companies Act 2013 (to the extent notified by the Government of India and currently in force) and rules circulars and notifications thereunder and any amendments other statutory modifications there of Affiliate in the case of any Person other than a natural Person any other Person that either directly or indirectly through one or more intermediate Persons and whether alone or in combination with one or more other Persons Controls is Controlled by or is under common Control with the subject Person For the purpose of this definition with reference to the Existing Investor the investment managers of the Existing Investor funds and special purpose vehicles managed by such investment managers and any Affiliates of such investment managers shall be deemed to be Affiliates of the Existing Investorii.in the case of any subject Person that is a natural Person any entity that is controlled by such

	subject Person or any Person who is the Relative of such subject Person Agreement means the restated shareholders agreement dated August 16 2022 entered into inter alia between the Company Existing Investor New Investor the Promoter Group the Bigtec Founders pursuant to which the parties thereto have agreed to confirm and record the inter-se rights and obligations of the shareholders of the Company on and with effect from the Closing Date read with the letter agreement dated - 2022 executed inter alia between the Company Existing Investor New Investor the Promoter Group the Bigtec Founders Applicable Law(s) includes (but is not limited to) all applicable(a) statutes enactments acts of legislature or parliament laws ordinances rules bye laws regulations listing agreements notifications guidelines circulars or policies of any applicable country and or jurisdiction including the countries and jurisdictions in which the Investors and or the Company are incorporated and or carry on any business or activities(b) administrative interpretation writ injunction directions directives judgment arbitral award decree orders or governmental approvals of or agreements with any Governmental Authority or recognized stock exchange and(c) international treaties conventions and protocols as may be in force from time to time Approval means any permission approval consent waiver grant license order decree authorization authentication of or registration qualification designation notice declaration or filing with or notification exemption or ruling to or from any Governmental Authority or any other Person. Article Articles means the articles of association of the Company as originally framed and amended and or restated from time to time Business Hours means the hours between 9.00 a.m. and 6.00 p.m. on a Business Day Bigtec shall mean Bigtec Private Limited a private limited company incorporated (being a wholly owned subsidiary of the Company) under the Companies Act 1956 bearing corporate identification number U65192KA1996PTC020736 and having its registered office at 2nd Floor Golden Heights 59th C Cross 4th M Block Rajajinagar Bengaluru 560010 Karnataka India Board means the board of directors of the Company and the Subsidiaries as constituted from time to time in accordance with Applicable Law and the Constitutional Documents Blended Current Round Valuation shall mean INR 75215037757 (Indian Rupees Seventy Five Billion Two Hundred and Fifteen Million Thirty Seven Thousand Seven Hundred and Fifty Seven) being the aggregate blended valuation of the Company at which the New Investor has subscribed to the Subscription Shares and purchased the Sale Shares from the Sellers in the manner provided in Share Purchase Share Subscription Agreement Business means the business of development production and marketing of medical and other equipment devices reagents bio therapeutics and any other products or materials used in connection therewith including but not limited to manufacturing and marketing of NAT including RTPCR kits based on product suite

including micro PCRTM technology as the Company may from time to time carry on and shall include any technical assistance and service in the fields of medical equipment and reagents and sale of invitro diagnostics Business Day means a day not being a Saturday or a Sunday or a public holiday on which banks are open for business in Mumbai Bengaluru India and Singapore and in the context of a payment being made to or from a bank in a place other than India in such other place Business Plan means (a) the initial business plan approved by the Board containing key performance indicators a quarterly budget projections of the Company for the subsequent 5 (Five) Financial Years from the Financial Year in which Closing occurs or (b) the annual business plan of the Company which is approved by the Investors as the context may require a copy of which Business Plan shall be provided to the Investors prior to the Closing Date and thereafter in every Financial Year in the manner set out in paragraph 5 of Schedule 5Claims shall mean any claim loss liability damages deficiency judgement actions suits proceedings arbitrations Taxes or any other regulatory or other assessments including diminution in value of the Investor Securities that is incurred by an indemnified party Closing shall have the meaning ascribed to it in the Share Purchase and Share Subscription Agreement Closing Date shall have the meaning ascribed to it in the Share Purchase and Share Subscription Agreement Confidential Information includes but is not limited to information which is or fairly can be considered to be of a confidential nature which is obtained whether (without limitation) in graphic written electronic or machine readable form on any media and whether or not the information is expressly stated to be confidential or marked as such in writing (provided that the confidentiality of such information is reasonably apparent) and also includes all Intellectual Property Rights and the following items (without limitation)(a) information of value or significance to the respective Party holding it its subsidiaries divisions affiliates customers or its competitors (present or potential) such as(i) customer data in particular key contact names addresses business model pricing lists sales figures and sales conditions of the respective Party and its past present or prospective clients(ii) business data particularly data relating to new investment opportunities products services promotion campaigns distribution strategies sources of supply license agreements and joint ventures in which the respective Party is involved(iii) software data particularly information relating to the software and the modules thereof as well as any devices designed by the respective Party to prevent unauthorized copying(iv) financial data in particular concerning budgets the fees and revenue calculations sales figures financial statements profit expectations and inventories of the respective Party or of its subsidiaries divisions affiliates and customers(v) any and all other information or materials or documents of a commercially sensitive nature relating to the respective Partys and or its affiliates

	operations research plans strategies objectives development purchasing marketing and selling activities(vi) original information supplied by the respective Party(vii) information not known to competitors of the respective Party nor intended by the respective Party for general dissemination including but not limited to policies strategies the identity of various product-suppliers or service providers business models investment strategies billing schedules needs of its clients information as to the profitability of specific accounts and information about the respective Party itself and its executives officers directors and employees and(viii) any business or technical information relating to the respective Party including but not limited to financial information equipment documentation strategies marketing plans prospective leads or target accounts pricing information relating to existing previous and potential customers and contracts disclosed by the respective Party to any of the Parties(b) but does not include(i) that which is in the public domain other than by the any Partys breach of these Articles or of any other confidentiality agreement or non-disclosure agreement(ii) that which was previously known as established by written records of any Party prior to receipt from the respective Party(iii) that which was lawfully obtained by a Party from a third party and(iv) that which was developed independently by a Party without reference to the Confidential Information provided by the respective Party Company shall mean Molbio Diagnostics Private Limited a private limited company incorporated under the Companies Act 1956 bearing corporate identification number U33125GA2000PTC002909 and having its registered office at Plot No. L-46 Phase II-D. Vern a Industrial Estate Verna Salcete 403004 Goa India Competitor shall mean any Person engaged in the manufacturing and or marketing of products which competes with the existing and future commercialized products of the Company and shall exclude any Financial Investors Control (including with its correlative meanings the terms Controlled by or under common control with) as used with respect to any Party means (a) the possession directly or indirectly of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities by agreement or otherwise or (b) the power to elect more than half of the directors on the Board partners or other individuals exercising similar authority with respect to such Person or (c) the possession directly or indirectly of a voting interest of more than 50 (fifty percent) of the total paid up equity share capital of that subject Person Constitutional Documents shall mean the memorandum of the Company and the Articles as may be amended restated or adopted by the Company from time to time Director means a director on the Board of the Company and the Subsidiaries Encumbrance means any form of legal or equitable security interest including without limitation (a) any voting agreement interest option right of first offer right of first refusal or similar right or other transfer restriction in favor of any Person (b)

	and claim debenture mortgage pledge equitable interest prior assignment right of other Persons charge (fixed or floating) hypothecation lien deposit by way of security bill of sale security interest assignment by way of security or trust arrangement for the purpose of providing security or other security interest of any kind (including any retention arrangement) beneficial ownership without legal ownership or vice versa (including usufruct and similar entitlements) public right common right way leave easement any provisional or executional attachment commitment to create an encumbrance restriction or limitation of any nature whatsoever including restriction on use non-disposal undertaking rights of pre-emption restriction on receipt of income or restriction on exercise of any other attribute of ownership or any transaction which in legal terms is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under Applicable Law and the term Encumber shall be construed accordingly Equity Shares means equity shares of the Company each ESOP means any employee stock option plans Execution Date means the date of these Articles Existing Investor shall mean India Business Excellence Fund III a fund managed by MO Alternate Investment Advisors Private Limited a private limited company incorporated under the Companies Act 1956 bearing company identification number U65100MH2007PTC170211 and having its registered office at Motilal Oswal Tower Rahimtullah Sayani Road Opp. Parel ST Depot Prabhadevi Mumbai Maharashtra 400025 Maharashtra India. Existing Investor Total Investment Amount shall mean INR 2545657629 (Rupees Two Billion Five Hundred and Forty Five Million Six Hundred Fifty Seven Thousand Six Hundred and Twenty Nine)Existing Investor Securities shall mean 305720 (Three Hundred and Five Thousand Seven Hundred and Twenty) Equity Shares Existing Investor Director shall mean the Investor Director appointed by Existing Investor in accordance with Article 60 Existing Investor Put Option Consideration shall mean a purchase consideration to an amount that provides the Existing Investor higher of (a) Fair Market Value or (b) Existing Investor Total Investment Amount plus an IRR of 30 (thirty percent) on such amount Existing Investor Default Put Option Consideration shall mean a purchase consideration equivalent to an amount that provides the Existing Investor higher of (a) two times the Fair Market Value or (b) Existing Investor Total Investment Amount plus an IRR of 30 (thirty percent) on such amount Fair Market Value means the fair market value determined by any of the Big Five as nominated by the Board subject to the Investors Consent. In the event both the Investors do not provide the Investors Consent for the valuer suggested by the Board then each Investor shall have the right to nominate any of the Big Five at the cost of the Company and the average of the fair market value determined by the valuers appointed by each Investor shall be the fair market value of the Company Financial

	Year means the financial year of the Company commencing on April 1 every year and ending on March 31 of the following year or such other financial year of the Company as the Company may from time to time designate as its financial year in accordance with the Act and Applicable Law Financial Investors shall mean any Person who makes investments primarily based on the prospect of financial (and not strategic) gain and are of a fund type structure with pooled capital for investment purposes such as angel investors venture capitalists private equity investors institutional investors collective or alternative investment funds or vehicles separate accounts managed by a third party investment manager pension funds provident funds sovereign wealth funds hedge funds mutual funds banks non-banking finance companies savings institutions credit unions trust companies insurance companies and other financial institutions family offices and high net worth individuals that are engaged in the business of financial investment and other entities engaged in the business of investing including entities registered with or regulated by the Reserve Bank of India or Securities and Exchange Board of India which are engaged in the business of investing Force Majeure Event means any circumstance or event beyond the reasonable control of the Company which includes the following events(a) strikes lock-outs of national level or state level or other industrial action or labour disputes involving the Company or its contractors or their respective subcontractors servants or agents in any such case employed on the execution of work within India or the supply of goods or services within India(b) lightning earthquake tempest cyclone hurricane whirlwind storm flood washout land slide soil erosion subsidence drought or lack of water and other unusual or extreme adverse weather or environmental conditions or actions of the elements fire or explosion chemical or radioactive contamination or ionising radiation(c) epidemic or pandemic(d) act of war (whether declared or undeclared) invasion armed conflict or act of foreign enemy blockade embargo revolution riot bombs or civil commotion(e) sabotage terrorism or the imminent threat thereof or(f) act of God but (a) no event or circumstance shall be considered to be a Force Majeure Event (x) to the extent such event or circumstance is due to negligence breach of these Articles or wilful misconduct of the Party claiming a Force Majeure Event or (y) if such event would have been avoided or prevented had the Company exercised due diligence in the performance of it services and Force Majeure Events shall expressly exclude Company's financial inability to perform here under Fully Diluted Basis means the calculation is to be made assuming that the total of all classes and series of convertible securities of a Person outstanding on a particular date (whether fully or partly paid up) combined with all options (whether granted vested or exercised or not) warrants (whether exercised or not) instruments and any other arrangements relating to the equity of a Person as if such securities options warrants instruments

	or other arrangements had been converted into the maximum number of Equity Shares of the Person (as per the terms and conditions of issuance of such securities) and fully paid up in accordance with their terms GAAP shall mean Generally Acceptable Accounting Principles as applied and enforced in India Governmental Authorizations shall mean any authorizations issued by the Governmental Authority Governmental Authority means the government of any nation state city locality or other political sub-division thereof any ministry or department of such government or any statutory governmental nongovernmental legislative executive administrative fiscal judicial or regulatory authority tax authority body ministry department commission tribunal agency instrumentality recognized stock exchange or other Person exercising legislative executive administrative fiscal judicial or regulatory functions of or pertaining to government (including any court or tribunal) having jurisdiction over the matter in question whether as of the Execution Date or thereafter and shall include the Reserve Bank of India the Securities and Exchange Board of India the Department of Industrial Policy and Promotion Ministry of Commerce and Industry Government of India Ministry of Finance Government of India any relevant tax authority and any other authority duly exercising jurisdiction over a Party Intellectual Property Rights means and includes all rights in and in relation to all intellectual property rights subsisting in the products software etc. manufactured developed being developed and or proposed to be developed by the Company or any of its Subsidiaries including all patents patent applications moral rights trademarks trade names service marks service names brand names internet domain names and subdomains inventions processes formulae copyrights Business and product names logos slogans trade secrets industrial models processes designs database rights methodologies computer programs (including all source codes) technical information manufacturing engineering and technical drawings know-how all pending applications for and registrations of patents entity models trademarks service marks copyrights designs and internet domain names and sub-domains and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) in each case anywhere in the world Indebtedness shall mean in respect of any Person all indebtedness (whether present or future actual or contingent secured or unsecured and whether as principal or surety) including a) all obligations of such Person for borrowed money or with respect to advances of any kind including bonds debentures notes or similar instruments shares which are expressed to be redeemable(b) all obligations of such Person upon which interest charges are required to be paid(c) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person(d) all obligations of such Person for the deferred purchase price of

	property or services(e) all binding indemnity guarantees and sureties by such Person of or in connection with the indebtedness (including any indebtedness of the type included in any clause of this definition) of others and(f) all obligations of such Person in respect of interest rate protection agreements foreign currency exchange agreements or other interest exchange rate hedging arrangements Independent Director shall have the meaning given to it in Act Investor Securities means in reference to the Existing Investor the aggregate of Existing Investor Securities and in reference to the New Investor the aggregate of New Investor Securities Investment Agreement means the investment agreement dated September 10 2019 between the Company the Promoter Group and Existing Investor as amended from time to time including without limitation vide(a) first amendment agreement dated January 202020(b) second amendment agreement dated March 21 2020(c) third amendment agreement dated January 05 2021(d) fourth amendment agreement dated May 29 2021 and (e) fifth amendment agreement dated June 21 2021Investment Banker shall mean an investment bank ranked amongst the top 10 (ten) investment banks listed in the Bloomberg league tables for India at the relevant time taking into account the volume or number of deals conducted or any other bank as may be mutually agreed between the Parties Investors shall collectively mean the Existing Investor and New Investor Investors Consent shall mean the prior written consent of each of the Investors in writing IPO means an offering to the public of equity shares ordinary shares common shares of the Company in accordance with Article 20IRR shall mean an internal rate of return calculated using the micro soft excel XIRR function or if such program is no longer available such other software program for calculating internal rate of return as mutually agreed by the Investors (including the New Investor) and the Promoter Group in writing) and in accordance with the following principles(a) any investment made by the Existing Investor at any time shall be deemed to have been made on the date of receipts of such investments by the Company or Shareholders(b) any distribution (including any consideration received by the Existing Investor pursuant to or on account of holding of the Securities including but not limited to any dividends distributions proceeds from buy-back redemption proceeds or proceeds from sale of the Securities) received by the Existing Investor at any time shall be deemed to have been received on the day of receipt of the distribution and(c) all distributions shall be based on the amount of the distribution after the application of any Taxes payable by the Company (including pursuant to any dividend distribution tax withholding or other deduction requirements)Key Management Persons means such persons employed by the Company listed in schedule 4 of the Articles and shall at all times include the Key Shareholder 1 and any chief executive officer or chief financial officer or chief technology officer or chief operating officer employed by the Company Liquidation

	Event means liquidation insolvency and bankruptcy dissolution or winding up of the Company either through members or creditors voluntary winding-up process or a court directed winding-up process Liquidity Event for each Investor shall mean an event where all of the conditions below are met(a) there is sale of Securities of the Company by the relevant Investor whether in cash or through any other means including any merger or acquisition or a buy-back by the Company of the Securities held by the relevant Investor in each case which results in the shareholding of such Investor in the Company being reduced to zero AND (b) as part of such transaction the Promoter Group and or Bigtec Founders Transfer all or part of the Securities held by them in the Company or otherwise receive or are entitled to receive (and receive thereafter) any consideration (whether in cash or in any other manner) from the Company or Third Party transferee (as the case maybe) in respect of the Securities held by them in the Company other than where such proceeds are received by the Promoter Group and or Bigtec Founders upon the Transfer of the Securities to meet their respective obligation to provide the Exit Put Option to the Existing Investor pursuant to Article 41 Loss or Losses means all damages losses obligations liabilities (whether or not resulting from any Third Party claims) injuries Tax penalties Claims demands actions judgment costs charges penalties interest expenses and disbursements whatsoever including without limitation amounts paid in settlement court costs and all reasonable fees (whether of attorneys or otherwise disbursements and other charges of counsel or accountants or advisors) and expenses which may be suffered or incurred but excludes all indirect consequential special and remote losses loss of profits or opportunity cost incurred or suffered by a Person Majority Shareholder shall mean any Person becoming a Shareholder and holding more than 50 (fifty percent) shareholding in the Share Capital Material Adverse Effect means any change event circumstance occurrence condition development or effect that individually or in the aggregate(a) has or would reasonably be expected to have a material adverse effect on the assets business liabilities financial condition or operations of the Company and or its Subsidiaries(b) impairs or could reasonably be expected to impair the status validity or enforceability of the Transaction Documents or the rights or remedies of the Shareholders or Investors against the Company and or the Sellers or the ability of the Company and or the Sellers to consummate the transactions or perform their respective obligations under the Transaction Documents or(c) affects the status or validity of any consents permits Approvals licenses or permissions required for the Company to carry on its Business or the Subsidiaries to carry on their business such that it adversely affects the Business or the business of the Subsidiaries as the case may be Material Subsidiary shall mean Bigtec Private Limited and Prognosys Medical Systems Private Limited New Investor shall mean V Sciences

	Investments Pte. Ltd. having its registered office at 60B Orchard Road 06-18 Tower 2 The Atrium Orchard Singapore 238891New Investor Director shall mean the Investor Director appointed by New Investor in accordance with Article 60. New Investor Primary Investment Amount shall mean an amount of INR 54495.91 (Rupees Fifty Four Thousand Four Hundred and Ninety Five and Ninety One Paise) per Subscription Share aggregating to an amount of INR 399999979.40 (Indian Rupees Three Hundred and Ninety Nine Million Nine Hundred and Ninety Nine Thousand Nine Hundred and Seventy Nine and Forty Paise) payable by the New Investor to the Company for the subscription of all the Subscription Shares under the Share Purchase Share Subscription Agreement. New Investor Total Investment Amount shall mean the aggregate of the New Investor Primary Investment Amount and the Sale Consideration New Investor Securities shall mean an aggregate of the Sale Shares and the Subscription Shares Ordinary Course of Business or the expressions ordinary course of business or business in the ordinary course means an action taken by or on behalf of a Person event or circumstance that is(a) recurring in nature and is taken in the ordinary course of the Persons normal day to- day operations(b) taken in accordance with sound and prudent business practices consistent with past practice(c) similar in nature and magnitude to actions customarily taken without any separate or special authorization in the ordinary course of the normal day-today operations of other Persons that are engaged in businesses similar to the Persons business including actions that are not required to be authorized by the Persons shareholders board or any committee of the board and(d) complies with Applicable Law Other Sellers shall have the meaning ascribed to it in the Share Purchase and Share Subscription Agreement Parties means signatories to the Agreement Permitted Recipients means each of(a) Affiliates of the Investors(b) funds under the management and advisory of the Investors their Affiliates and such Affiliates directors officers employees agents and advisors(c) valuation agency undertaking the valuation of Investors portfolio(d) limited partners of the Investors and(e) advisors appointed by the Investors Person means any individual sole proprietorship unincorporated association unincorporated syndicate unincorporated organization Hindu undivided family body corporate corporation company partnership limited liability partnership limited liability company joint venture Governmental Authority trust or any other entity or organization (whether registered or not and whether or not having separate legal personality) and a natural person in his capacity as trustee executor administrator or other legal representative Key Shareholder 1 Director shall mean the Directors nominated by collectively by Key Shareholder 1 and its Affiliates and appointed by the Company Promoter 2 Director shall mean the Director nominated collectively by Promoter 2 and its Affiliates and appointed by the Company Promoter Directors shall mean

	collectively the Key Shareholder 1 Directors and Promoter 2 Director Promoter Group Consent shall mean the prior written consent of Mr. Sriram Natarajan and Mr. Chandrasekhar B. Nair collectively Recognised Stock Exchange shall mean (a) the BSE Limited (b) the National Stock Exchange and or (c) any other reputable and internationally recognized automated quotation system(s) or stock exchange(s) mutually acceptable to the Investors and the Promoter Group subject to Applicable Law Relevant Percentage shall mean the percentage which the Selling Shareholder Securities held by any Selling Party bears to the total Securities held by all Selling Parties Related Party shall have the meaning given to it under Section 2(76) of the Act Relative with respect to a natural Person has the meaning given to such term in Section 2(77) of the Act RoC means the Registrar of Companies Rs. Or Rupees means Rupees lawful currency of India Sale Consideration shall mean an amount of INR 32742.39 (Rupees Thirty Two Thousand Seven Hundred and Forty Two and Thirty Nine Paise) per Sale Share aggregating to an amount of INR 6403123746 (Rupees Six Billion Four Hundred and Three Million One Hundred and Twenty Three Thousand Seven Hundred and Forty Six) payable by the New Investor to the Sellers in consideration for the purchase of all the Sale Shares Sale Shares shall mean an aggregate of 195563 (One Hundred and Ninety Five Thousand Five Hundred and Sixty Three) Equity Shares to be sold by the Sellers and purchased by the New Investor in terms of the Share Purchase and Share Subscription Agreement Securities shall mean Shares compulsorily convertible preference shares compulsorily convertible debentures optionally convertible debentures preference shares warrants and such other securities instruments as may be issued by the Company Sellers shall have the meaning ascribed to it in the Share Purchase and Share Subscription Agreement Share Capital means the equity share capital of the Company on a Fully Diluted Basis Share Purchase and Share Subscription Agreement shall mean the share purchase and share subscription agreement dated August 16 2022 entered into inter alia between the Company New Investor the Promoter Group and Other Sellers of the Company Shareholder means a duly registered holder of the Shares of the Company from time to time Share(s) means the (a) Equity Shares (b) securities (including compulsorily convertible preference shares debentures and convertible loans) convertible into or exchangeable for Equity Shares of the Company and (c) stock appreciation rights options warrants or other rights to purchase or subscribe for Equity Shares or securities convertible into or exchangeable for Equity Shares Strategic Investor shall mean any Person who intends to acquire at least 51 (fifty one percent) of the Share Capital and Control of the Company and includes any Competitor Strategic Sale shall mean a sale of up to 100 (one hundred percent) of the Share Capital to a Strategic Investor in accordance with Article (Strategic Sale) including the sale of 100 (one hundred percent) of the

	Securities of the Company or the sale of all or substantially all of the assets of the Company whether by way of private sale hive-off merger demerger re-organisation slump sale or otherwise Surviving Provisions means all the rights of the Existing Investor and all the obligations of the Company the Promoter Group and the Bigtec Founders under clause 1 (Definitions and Principles of Interpretation) (to the extent relevant) clause 13 (Promoter Group and Company Warranties) clause 14 (Investor Warranties) clause 15 (Indemnification) clause 28 (General Provisions) clause 29 (Cost and Expenses) clause 30 (Severability) clause 31 (Waiver) clause 32 (Specific Performance) of the Investment Agreement and shall further include all accrued rights of the Existing Investor under the Surviving Provisions with respect to any breach thereof by the Company the Promoter Group and the Bigtec Founders prior to the Closing Date. Further subject to the provisions of clauses 2.2 23 and 16.1.1 of the Agreement all the rights of the Existing Investor and all the obligations of the Company the Promoter Group and the Bigtec Founders under clause 27.1.1 (Events of Default) of the Investment Agreement read with schedule 13 (Company Promoter Group Events of Default) of the Investment Agreement for a breach of the Investment Agreement prior to Closing Date shall form part of the Surviving Provisions Tax includes (a) all forms of direct indirect federal state local or foreign taxes charges fees imposts levies or other assessments withholding obligations (with respect to compensation or otherwise) impositions by any Governmental Authority under Applicable Law including in relation to net income gross receipts capital sales use ad valorem value added goods and services transfer withholding capital gains securities transfer acquisition registration franchise profits inventory capital stock wealth license payroll employment social security unemployment excise severance utility dividends buy back stamp occupation real or personal property estimated taxes fringe benefits customs duties assessments levies cesses and charges in the nature of a tax (b) equalization levy and (c) all interest penalties surcharges fines additions to tax or additional amounts imposed by any taxing authorities in connection with any item described in paragraph (a) above Third Party means any Person that is not a signatory to the Agreement Total Investment Amount with respect to Existing Investor shall mean the Existing Investor Investment Amount and with respect to New Investor the New Investor Total Investment Amount Transaction Documents shall mean this Agreement and (a) the Share Purchase and Share Subscription Agreement (b) the restated side letter of even date between the Investors Ms. Shaheeda Abdul Kader and Mr. Abdul Qadir Mohamed Theruvath (c) restated amendment agreement of even date executed between the Company Investors Promoter Group Ms. Shaheeda Abdul Kader and Mr. Abdul Qadir Mohamed Theruvath to the shareholders agreement dated June 11 2014 (d) restated other shareholders agreement of even date executed between the Company

	the Promoter Group and the Investors (e) warrant subscription agreement dated January 20 2020 executed between the Company Existing Investor Mr. Shankar Gopalakrishnan (f) the Investment Agreement to the extent of Surviving Provisions and accrued rights of the Existing Investor as stated in Clause 2 of the Agreement(Entire Agreement) above (g) all other agreements documents and certificates executed between the Parties and or delivered pursuant to this Articles and Transfer (including the terms Transferred by Transferring and Transferability) means to transfer sell assign pledge hypothecate create a security interest in or lien on place in trust (voting or otherwise) exchange gift or transfer by bequest devise or descent by operation of Applicable Law or in any other way subject to any Encumbrance or dispose of whether or not voluntarily pursuant to an agreement arrangement instrument or understanding or in any other manner by which legal title to or beneficial ownership of the Shares or any interest therein passes from a Person to another Person or to the same Person in a different legal capacity whether or not for value. Acquirer shall have the meaning given to it in Article 44 Balance ROFO Acceptance Notice shall have the meaning as given to it in Article 92.10.4Balance Sale Securities shall have the meaning as given to it in Article 92.10.4Competitor shall have the meaning as given to it in Part II of these Articles Company shall mean Molbio Diagnostics Private Limited a private limited company incorporated under the Companies Act 1956 bearing corporate identification number U33125GA2000PTC002909 and having its registered office at Plot No. L-46 Phase II-D. Verna Industrial Estate Verna Salcete – 403004 Goa India IBEF shall mean India Business Excellence Fund III a fund managed by MOPE Investment Advisors Private Limited incorporated under the Companies Act 1956 bearing company identification number U67110MH2006PTC161128 and having its registered office at Motilal Oswal Tower 12th Floor Opposite Parel ST Depot Rahimtullah Sayani Road Prabhadevi Mumbai – 400025 Maharashtra India IBEF New Investor ROFO Period shall have the meaning given to it in Article 92.10.3IBEF ROFO Reply Notice shall have the meaning given to it in Article 92.10.3Issue Notice shall have the meaning given to it in Article 92.10.2New Investor shall mean V Sciences Investments Pte. Ltd. having its registered office at 60B Orchard Road 06-18 Tower 2 The Atrium Orchard Singapore 238891 a shareholder in the Company New Transaction Documents shall mean the SPSSA and the SHA Previous Investors shall mean Ms. Shaheeda Abdul Kader and Mr. Abdul Qadir Mohamed Theruvath Promoters shall mean the following people Mr G.M. Kini Mr. B. Chandrasekhar Nair Mr. G. SampathgiriMr. J. Guru Dutt and Mr. N.D. Prabhuit is hereby clarified that only for the purpose of Article 20 Exxora Trading LLP Mr. Sriram Natarajan Mr. Shiva Sriram Ms. M.A. Usha Rani Mr. M A Rohit and Mr. M.A. Sharath shall also be included in Promoters and reference to Promoters in Article 4 will mean and

	include Exxora Trading LLP Mr. Sriram Natarajan Mr. Shiva Sriram Ms. M.A. Usha Rani Mr. M A Rohit Mr. M.A. Sharath Mr G.M. Kini Mr. B. Chandrasekhar Nair Mr. G. Sampathgiri Mr. J. Guru Dutt and Mr. N.D. Prabhu Promoters ROFO Acceptance Notice shall have the meaning given to it in Article 92.10.5Proposed Transferee shall have the meaning given to it in Article 92.10.1Proposed Price shall have the meaning given to it in Article 92.10.2Right of First Offer shall have the meaning given to it in Article 92.10.1 ROFO Accepting Investor shall have the meaning given to it in Article 92.10.4ROFO Rejecting Investor shall have the meaning given to it in Article 92.10.4Sale Securities shall have the meaning given to it in Article 92.10.1Securities shall have the meaning as given to it in Part II of these Articles Securities Subscription Limit shall have the meaning given to it in Article SHA means the restated shareholders agreement dated August 16 2022 executed inter-alia amongst the Company the New Investor and IBEF, as amended from time to time and SPSSA means the share purchase and share subscription agreement dated August 16 2022 executed inter-alia between the Company and the New Investor. Balance Sale Securities shall have the meaning ascribed to such term in Article 92.11Bigtec Founders shall mean the shareholders of the Company as listed in of of these Articles Business Days shall have the meaning as given to it in of these Articles 92.11Company shall mean Molbio Diagnostics Limited a public limited company incorporated and existing under the laws of India Competitor shall have the meaning as given to it in 92.11.of these Articles Investor shall mean India Business Excellence Fund III a fund managed by MOPE Investment Advisors Private Limited incorporated under the Companies Act 1956 bearing company identification number U67110MH2006PTC161128 and having its registered office at Motilal Oswal Tower 12th Floor Opposite Parel ST Depot Rahimtullah Sayani Road Prabhadevi Mumbai - 400025 Maharashtra India Investors shall mean the Investor and the New Investor Investment Agreement shall mean the restated shareholders agreement dated August 16 2022 entered into amongst the New Investor Company Bigtec Private Limited the Promoter Group Bigtec Founders and includes all amendments and restatements made thereafter Investor Drag Events shall have the meaning ascribed to such term in Article 92.11.2 Investor ROFO Reply Notice shall have the meaning ascribed to such term in Article 92.11.2Investor ROFO Period shall have the meaning ascribed to such term in Article 92.11.2 Issue Notice shall have the meaning ascribed to such term in Article 92.11.2New Investor shall mean V Sciences Investments Pte. Ltd. having its registered office at 60B Orchard Road 06-18 Tower 2 The Atrium Orchard Singapore 238891 a shareholder in the Company New Investor Transaction Documents shall mean the Share Purchase and Share Subscription Agreement and the Investment Agreement Non-Exercising Investor shall have the meaning ascribed to such term in Article 92.11.2Other

	Shareholders shall mean the shareholders of the Company as listed in 92.12 of Section B of these Articles Other Shareholders Agreement shall mean the agreement dated September 19 2019executed amongst the Promoter Group Other Shareholders New Investor CompanyBigtec Founders and the Company read with the amendment agreement dated August 16 2022executed amongst the Promoter Group Other Shareholders New Investor Company Bigtec Founders and the Company Person means and includes any individual sole proprietorship partnership society unincorporated association trade union unincorporated syndicate Hindu undivided family unincorporated organization trust body corporate and a natural Person in his capacity as trustee executor administrator or other legal representative Governmental Authority state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing Promoter Group shall mean shareholders of the Company as listed in Article 92 Section B of these Articles Promoter Group and Bigtec Founders ROFO Acceptance Notice shall have the meaning ascribed to such term in Article 92.11.2Proposed Price shall have the meaning ascribed to such term in Article 92.11.2Proposed Transferee shall have the meaning ascribed to such term in Article 92.11.2Right of First Offer shall have the meaning ascribed to such term in Article92.11.2Sale Securities shall have the meaning subscribed to such term in Article92.11.1Securities shall have the meaning as given to it in Article 92.11 of these Articles and Selling Shareholder shall have the meaning ascribed to such term in Article 92.11.1Share Purchase and Share Subscription Agreement shall mean the share purchase and share subscription agreement dated August 16 2022 entered into inter alia between the Company New Investor the Promoter Group read with the letter agreement dated - executed inter-alia between the Company New Investor the Promoter Group and Third Party shall have the meaning as given to it in Article 92.10 of these Articles.
II.	
1.	**Share Capital and Variation of rights**
	Subject to the provisions of the Act and these Articles the shares in the capital of the company shall be under the control of the Directors who may issue allot or otherwise dispose of the same or any of them to such persons in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
2.	Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided one certificate for all his shares without

	payment of any charges or several certificates each for one or more of his shares upon payment of twenty rupees for each certificate after the first. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid - up thereon. In respect of any share or shares held jointly by several persons the company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders
3.	If any share certificate be worn out defaced mutilated or torn or if there be no further space on the back for endorsement of transfer then upon production and surrender thereof to the company a new certificate may be issued in lieu thereof and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate. The provisions of Articles(2) and(3) shall mutatis mutandis apply to debentures of the company
4.	Except as required by law no person shall be recognised by the company as holding any share upon any trust and the company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable contingent future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
5.	The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder. The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under subsection (6) of section 40. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
6.	If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of section 48 and whether or not the company is being wound up be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. To every such separate meeting the provisions of these regulations relating to general meetings shall mutatis mutandis apply but so that the necessary quorum

	shall be at least two persons holding at least one-third of the issued shares of the class in question.
7.	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking pari passu therewith
8.	Subject to the provisions of section 55 any preference shares may with the sanction of an ordinary resolution be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may by special resolution determine..
	Lien
9.	The company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and on all shares (not being fully paid shares) standing registered in the name of a single person for all monies presently payable by him or his estate to the company Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. The company's lien if any on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
10.	The company may sell in such manner as the Board thinks fit any shares on which the company has a lien Provided that no sale shall be made a unless a sum in respect of which the lien exists is presently payable or be until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
11.	To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof the purchaser shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
12.	The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. The residue if any shall subject to a like lien for sums not presently payable as existed upon the shares before the sale be paid to the person entitled to the shares at the date of the sale.
	Calls on shares
13.	The Board may from time to time make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the

	shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. Each member shall subject to receiving at least fourteen days notice specifying the time or times and place of payment pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed at the discretion of the Board.
14.	A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
15.	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
16.	If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate if any as the Board may determine. The Board shall be at liberty to waive payment of any such interest wholly or in part.
17.	Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date whether on account of the nominal value of the share or by way of premium shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. In case of non-payment of such sum all the relevant provisions of these regulations as to payment of interest and expenses forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
18.	The Board - a. may if it thinks fit receive from any member willing to advance the same all or any part of the monies uncalled and unpaid upon any shares held by him andb. upon all or any of the monies so advanced may (until the same would but for such advance become presently payable) pay interest at such rate not exceeding unless the company in general meeting shall otherwise direct twelve per cent per annum as may be agreed upon between the Board and the member paying the sum in advance.
	TRANSFER OF SHARES
19.	1. Transfer of Securities by the Investor(s)1.1 Each of the Investors shall at their sole and absolute discretion but without any commitment or obligation be entitled to Transfer any of their respective Investor Securities (in whole or in part) to any Third Party without the consent of any other Shareholder (including the other Investor) or the Company. Provided however that except pursuant to a Strategic Sale undertaken as below (Strategic Sale) the Investors (or any of them as the case may be) shall not be entitled to Transfer any of the Investor Securities to a

	Competitor till September 30 2026 without the prior written consent of Key Shareholder 1 Promoter 2 and the other Investor. Further the Investors shall not be entitled to Transfer any of the Investor Securities to a Competitor pursuant to Article consider (Secondary Sale) or below (Exit Put Option) as these provisions specifically contemplate a restriction on not Transferring the Investor Securities to a Competitor.1.2 At any time after September 30 2026 subject to the Non-Selling Investors Tag Along Right each of the Investors shall independently have the right (but not the obligation) to Transfer all or any of their respective Investor Securities to a Competitor (whether by way of Strategic Sale as or otherwise) without the requirement to procure prior written consent of the other Parties unless such Transfer is pursuant to below mentioned (Secondary Sale) or (Exit Put Option) as these provisions specifically contemplate a restriction on not Transferring the Investor Securities to a Competitor.1.3 If the Investors (or any of them as the case may be) decide to Transfer the Investor Securities pursuant to this Article the Company the Bigtec Founders and Promoter Group shall extend all necessary cooperation including but not limited to preparation of Business Plan conduct of due-diligence management meetings transition support and any other action as the concerned Investor and the transferee may deem appropriate and necessary including providing any representations warranties or indemnities in relation to the business operations of the Company or any other non-compete non-solicitation or other similar covenants.1.4 In the event any of the Investor(s) intends to Transfer all the Investor Securities or any part thereof in accordance with this Article 19.1 such transferee and the concerned Investor shall execute a deed of adherence in the form provided in Schedule 6 (Form of Deed of Adherence) on or prior to consummation of the aforesaid Transfer of the concerned Investor Securities.2. Inter-se Tag Along Right of Investors2.1 Pursuant to a Strategic Sale in accordance with Article of Strategic Sale below in the event that any of the Investors (Selling Investor) intends to Transfer all or any of their respective Investor Securities (Selling Investor Sale Securities) to a Competitor as permitted under this Article then the other Investor (Non Selling Investor) shall have the right (but not the obligation) to sell all the Investor Securities held by the Non Selling Investor (Non Selling Investors Tag Along Securities) along with the Selling Investor (such right referred to as the Non Selling Investors Tag Along Right) in accordance with Article 19.2.2 on identical terms as the Selling Investor (including the cash equivalent of any non-cash consideration being paid to the Selling Investor and including any payment towards noncompete fee or other non-cash consideration payable to the Selling Investor if any by such transferee).2.2 In the event that the Selling Investor intends to Transfer the Selling Investor Sale Securities to a Competitor such Selling Investor shall send

	a written notice to the Non Selling Investor (Tag Offer Notice). The Tag Offer Notice shall include the number of Selling Investor Sale Securities proposed to be Transferred the price and other terms at which the proposed Transfer is to be effected and the identity of the proposed transferee (Intending Competitor Transferee).2.3 The Non Selling Investors Tag Along Right may be exercised by way of written notice to be issued by the Non Selling Investor no later than 30 (thirty) days from the day on which the Tag Offer Notice has been received by the Non Selling Investor (Non Selling Investors Tag Along Notice).2.4 Within 60 (sixty) days from the date of the Non Selling Investors Tag Along Notice the Selling Investor shall procure that the Intending Competitor Transferee shall purchase the Non Selling Investors Tag Along Securities and make payment of the consideration in cash to the Non Selling Investor simultaneously with the Intending Competitor Transferee purchasing the Selling Investor Securities. Provided however that the Non Selling Investor shall only provide the Intending Competitor Transferee customary representation and warranties relating to the title of Non Selling Investors Tag Along Securities and shall not be required to provide representations warranties or indemnities in relation to the business or operations of the Company or any other covenants which the Selling Investor may be required to offer to the Intending Competitor Transferee.3. Transfer of Securities by Promoter Group and the Bigtec Founders3.1 Transfer to Affiliates The Promoter Group and or the Bigtec Founders (Transferor) shall be entitled to undertake inter-se Transfer of the Securities held by it them to any of its their respective Affiliates not being a Competitor (Transferee) without the Investors Consent (Inter-Se Transfer). The Transferee and the Transferor shall execute deed of adherence in the form provided in Schedule 6 (Form of Deed of Adherence). Provided however that subject to Article 19.3.2 below if such Inter-Se Transfer leads to a change in Control in favour of the Transferee or such Transferee becoming the Majority Shareholder then such Inter-Se Transfer shall require the Investors Consent. Provided further that if such Inter-Se Transfer is approved by the Investors Consent the Transferor and the Transferee shall execute deed of adherence in the form provided in Schedule 6 (Form of Deed of Adherence).3.2 If such Inter-Se Transfer leads to a change in Control in favour of the Transferee and or such Transferee becoming the Majority Shareholder each of the Investors shall have the right but not an obligation to Transfer up to all their Investor Securities held respectively by them along with the Transferor to such Transferee at the same price and other conditions as applicable to the Transferor and the process of Investors Tag Along Right provided in Article 19.7.4 below shall mutatis mutandis apply to this Article 19.3.3.3 Subject to the provisions of Exit Rights including Strategic Sale Secondary Sale Alternative Exit Options from the Execution Date until the Investors (or any of them as the case may be) hold any

	Securities in the Company each of the Promoter Group and the Bigtec Founders (either together or individually as the case may be) shall not Transfer any of the Securities (Selling Shareholder Securities) held by them in the Company to any Person except (a) with the Investors Consent obtained in accordance with below mentioned Articles Notwithstanding anything contained in the foregoing it is clarified that the Transfer by the Promoter Group and the Bigtec Founders in accordance with Exit Put Option shall not (Without prejudice to the right of first offer of the New Investor under) be subject to requirement of any consent of the New Investor right of First Refusal and Investors Tag Along Right of the New Investor under the provisions of (Investors Right of First Refusal and Tag Along Right).4. Inter-Se Promoter Group Right of First Offer4.1 Upon obtaining the Investors Consent in accordance with Article 19.3.3 above if either of the Key Shareholder 1 and or Promoter 2 (Selling Promoter Party) is desirous of Transferring any or all of its Selling Shareholder Securities to a Third Party in accordance with Article 19.3.3 above the Selling Promoter Party shall serve on the other non-selling members of Promoter Group (Non-Selling Party) an offer notice (the Seller Notice) specifying (a) the number of Securities it proposes to sell (Sale Securities) (b) the per Sale Security price at which it wants to sell the Sale Securities and (c) the terms and conditions of the sale. The Non-Selling Party may within a period of 30 (thirty) days from the date of receipt of the Seller Notice accept the offer (Acceptance Notice) to purchase such Sale Securities at the price and on the same terms and conditions as contained in the Seller Notice (such right referred to as the Right of First Offer). Copies of the Seller Notice and Acceptance Notice shall be simultaneously provided to the Company and the Investors.4.2 On due delivery of the Acceptance Notice the Selling Promoter Party shall be bound to sell and Transfer the Sale Securities specified in the Acceptance Notice to the other Promoter Group or its their nominee(s) accepting the offer within a further period of 30 (thirty) days or such extended period as may be necessary for obtaining any required regulatory approvals for the Transfer.4.3 In the event any of the Sale Securities offered by the Selling Promoter Party is not purchased by any Non-Selling Party the Selling Promoter Party shall not be entitled to sell such Sale Securities to any Third Party without obtaining the Investors Consent and if such Investors Consent is granted in accordance with Article 19.3.3 above then such sale by the Selling Promoter Party will be subject to Investors of First Refusal and Tag Along Right and Change in Contro1.5. Investors of First Refusal and Tag Along Right5.1 If the Selling Promoter Party and or any of the Bigtec Founders (either together or any of them individually) (Selling Party) intends to Transfer the Selling Shareholder Securities held by them to a Third Party such Selling Party shall send a written notice to each of the Investors (Consent Notice). The Consent Notice shall include(a) the number of Selling Shareholder

	Securities proposed to be Transferred(b) the price and other terms at which the proposed Transfer is to be effected and(c) the identity of the Third-Party purchaser not being a Competitor (Intending Transferee).5.2 Within 15 (fifteen) Business Days from the receipt of the Consent Notice(Prescribed Time) each of the Investors shall at their sole discretion either accept or reject the request of Transfer stipulated in the Consent Notice by providing the Selling Party with a written notice (Response Notice) with a copy being provided by each Investor to the other Investor. It is clarified for the avoidance of doubt that the Investors Consent shall be deemed to have been received by the Selling Party only if the Response Notice providing the Investors Consent is received by such Selling Party from both the Investors and in the event if one of the Investors provides the Investors Consent and the other Investor rejects the request for Investors Consent or fails to provide the Response Notice within the Prescribed Time or both Investors fail to provide the Response Notice within the Prescribed Time then the request for Investors Consent shall be deemed to have been rejected by the Investors.6. Investors Right of First Refusal 6.1 Subject to the receipt of Investors Consent from both the Investors in accordance with Article 19.5.1 and 19.5.2 above the Investors shall have the first right but not the obligation to acquire the Selling Shareholder Securities in proportion to their respective shareholding in the Company on a Fully Diluted Basis viz-a-viz each other (ROFR Investor Securities) in accordance with the provisions of Article 19.6 (Investors Right of First Refusal). If the Investors (or any of them) (ROFR Investor(s)) wishes to acquire ROFR Investor Securities the ROFR Investor(s) shall communicate to the Selling Party in writing within 30 (thirty) days from the date of the last Response Notice their intent to purchase the ROFR Investor Securities at the price and on the same terms and conditions (including the cash equivalent of any noncash consideration being offered to the Intending Transferee) as contained in the Consent Notice (ROFR Response) with a copy of such ROFR Response being provided by each of the Investors to the other Investor. It is hereby further clarified that in the event any Investor does not exercise its Investors Right of First Refusal provided in this Article 19.6 (Non- Exercising Investor) the other Investors exercising their Investors Right of First Refusal shall have the right but not the obligation to buy Non-Exercising Investors portion of the ROFR Investor Securities and in such an event the ROFR Investor exercising the Investors Right of First Refusal shall communicate in writing to the Selling Party (with a copy to the on-Exercising Investor) (Second ROFR Response) within a period of 15 (fifteen) days from the date of the receipt of the Response Notice from the Non-Exercising Investor their intent to purchase the Non- Exercising Investors portion of the ROFR Investor Securities in full orin part.6.2 Upon delivery of the ROFR Response and or the Second ROFR Response (if applicable) the Selling Party shall be bound to sell and Transfer the

	ROFR Investor Securities to the ROFR Investor(s) within a further period of 60 (sixty) days from the date of the ROFR Response or such extended period as may be necessary for obtaining any required regulatory approvals for the Transfer.7. Investors Tag Along Right7.1 In the event any or all of the Investors do not exercise their Right of First Refusal in accordance with Investors Right of First Refusal then such Investor(s) (Tagging Investor) shall have the right (but not an obligation) to sell the Investor Securities in the Relevant Percentage (Investors Tag Along Securities) along with the Selling Party (such right referred to as the Investors Tag Along Right) on identical terms (save as provided in sub-Article 19.7.2 below in relation to representation warranties indemnities and covenants) as the Selling Party (including the cash equivalent of any non-cash consideration being paid to the Selling Party including any payment towards non-compete fee or other non-cash consideration payable to the Selling Party if any). The Investors Tag Along Right may be exercised by written notice to be issued by the Tagging Investor no later than 30 (thirty) days from the last day on which the ROFR Response is due (Tag Along Notice). It is clarified for the avoidance of doubt that nothing contained in this Article 19.7 shall apply to a Transfer of Securities from the Promoter Group or Bigtec Founders to any of the Investors.7.2 Within 60 (sixty) days from the date of the Tag Along Notice the Selling Party shall procure that the Intending Transferee shall purchase the Investors Tag Along Securities and make payment of the consideration in cash to the Tagging Investor simultaneous with the Intending Transferee purchasing the Selling Shareholder Securities. Provided however that the Tagging Investor shall only provide the Intending Transferee customary representation and warranties relating to the title of Investors Tag Along Securities and shall not be required to provide and representations warranties or indemnities in relation to the Business and operations of the Company or any other non-compete non-solicitation or other similar covenants which the Selling Parties may be required to offer to the Intending Transferee.7.3 Any cost related to the Transfer of the Investors Tag Along Securities shall be borne by the Intending Transferee other than Taxes on the income of the Tagging Investor including with respect to the capital gains from the sale of the Investors Tag Along Securities.8. Change in Control8.1 Notwithstanding anything contained in Article 19.5 above in the event that the Selling Shareholder Securities proposed to be Transferred by the Selling Party leads to a change in Control of the Company or the Intending Transferee becoming a Majority Shareholder then the Tagging Investor(s) shall have the right but not the obligation at their sole and absolute discretion to Transfer up to all the Securities held by it to the Intending Transferee or the ROFR Investor(s) as the case may be.8.2 The process to exercise Investors Tag Along Right provided in Article 19.7 aboves hall mutatis mutandis apply to this Article 19.8.8.3 For avoidance of doubt the Investors shall

	only provide the Intending Transferee customary representation and warranties relating to the title of Investors Tag Along Securities and shall not be required to provide representations warranties or indemnities in relation to the business operations of the Company or any other noncompete non-solicitation or other similar covenants which the Selling Parties may be offering to the Intending Transferee or the ROFR Investor(s) as the case may be.8.4 The Investors hereby agree that the right of first refusal or right of first offer on sale of Shares by any Shareholder (other than the Investors) shall be shared by the Investors in proportion to their inter-se shareholding held in the Company on a Fully Diluted Basis.
20.	1. PRE-EMPTIVE RIGHTS1.1 If the Company issues any Securities (other than in case of a rights issue or an IPO under this Article) (Further Securities) at any time then each of the Investors the Bigtec Founders and the Promoter Group shall be entitled to subscribe to such number of Further Securities which is determined in proportion to their respective shareholding in the Company on a Fully Diluted Basis. In the event that the Promoter Group (or any of them) or the Bigtec Founders (or any of them) does not participate in subscription of Further Securities as aforesaid then each of the Investors the other non-subscribing members of the Promoter Group and the other non-subscribing members of the Bigtec founders shall have the right (but not an obligation) to subscribe to the non-participating the Bigtec Founders and the Promoter Group portion of the offering in proportion to their respective shareholding in the Company on a Fully Diluted Basis. In the event that none of the members of the Promoter Group or none of the members of the Bigtec Founders participate in subscription to their proportion of the Further Securities then each of the Investors shall have the right (but not an obligation) to subscribe to all or part of the securities not subscribed to by the Promoter Group or the Bigtec Founders (as the case may be) and in such an event the entitlement of each of the Investors to subscribe such securities shall be determined in proportion to their inter-se shareholding in the Company on a Fully Diluted Basis.1.2 For the purpose of this Pre-Emptive Rights each of the Investors shall be permitted to exercise their rights either by themselves or through their respective Affiliates.1.3 The Company shall ensure that the following procedure is followed in issuing any Further Securities1.3.1 at least 60 (sixty) days prior to the meeting of the oard to approve the issuance of any Further Securities the Company shall send a written notice to the Investors informing the Investors of the proposed plan of the Company to issue Further Securities providing details of the number of Further Securities to be issued the price at which they are to be issued and such other terms and conditions regarding the issue of Further Securities (Further Securities Notice). The Further Securities Notice shall also specify the number of Further Securities to be issued to each of the Investors (Investors Entitlement) determined in proportion to their

	respective shareholding in the Company on Fully Diluted Basis. In the event that the Company proposes to issue such Further Securities to the Promoter Group or the Bigtec Founders as well the Further Securities Notice shall also specify the number of Further Securities to be issued to the Promoter Group and the Bigtec Founders (Non-Investor Entitlement)1.3.2 within 21 (twenty-one) days of receipt of the Further Securities Notice the Promoter Group and the Bigtec Founders shall confirm in writing to the Company and the Investors their decision to exercise or not exercise their option of subscribing to the Non-Investor Entitlement specified in the Further Securities Notice1.3.3 within 21 (twenty-one) days of the period referred to in above article (Pre-emptive Right Period) the Investors shall have the option of subscribing to (a) the Investors Entitlement specified in the Further Share Notice and (b) such portion of the Non-Investor Entitlement remaining unsubscribed as determined on the basis of proportion of inter-se shareholding held by the Investors in the Company1.3.4 within 15 (fifteen) days of the expiry of the Pre-emptive Right Period (Second Pre-emptive Right Period) in the event any Investor (Subject Investor) has not selected to subscribe to all or any portion of either the (a) the Investors Entitlement specified in the Further Share Notice and or (b) the unsubscribed portion of Non-Investor Entitlement the other Investor shall be entitled to subscribe to such portion of the Investors Entitlement and or the unsubscribed portion of Non- Investor Entitlement which remains unsubscribed by the Subject Investor1.3.5 within 15 (fifteen) days of the expiry of the Second re-emptive Right Period the Company shall ensure that the issue of Further Securities is approved by the Board and or the shareholders as may be required under Applicable Law (Approval Date) and1.3.6 the issue of Further Securities to the Investors the Bigtec Founders and the Promoter Group shall be completed within 30 (thirty) days of the Approval Date failing which the provisions of this Article 6 (Pre-emptive Rights) shall become applicable again to any issuance of Further Securities thereafter. All consents and approvals required in issuing the Further Securities shall be obtained by the Company2. ANTI-DILUTION RIGHT2.1 Without prejudice to anything contained in Pre-Emptive Rights above in the event of any issuance of Securities to a Third Party at a price (Issue Price) below the highest price at which each of the respective Investors have acquired their respective Investor Securities such Investor shall be entitled to receive additional Securities such that the average cost per Investor Security(a) so far as it relates to the Existing Investor to the extent of all Existing Investor Securities held in the Company and(b) so far as it relates to the New Investor to the extent of all Securities held by the New Investor on account of primary investment by the New Investor (and not any secondary purchase from the existing Shareholders of the Company) in the Company for each of the respective Investors (taking into account any costs of the Investors pursuant to this Anti-

	Dilution Right is equal to the Issue Price provided that this Anti-Dilution Right shall not apply to a rights issue that is offered to the Shareholders in proportion to their shareholding in the Company on a Fully Diluted Basis. 2.2 For this purpose the Investors (or one of them as the case may be) shall be entitled to receive additional Securities at their option by way of the issuance of Securities to such Investor at the lowest price permissible under Applicable Law. For avoidance of doubt in addition to the event contemplated in above point this Anti- Dilution Right shall also be applicable in case of Securities split issue of bonus Securities consolidation of Securities combinations recapitalizations and similar other events.2.3 It is hereby clarified that the non-subscription or non-participation to the Further Securities by the Investors in terms of Pre-emptive Rights shall in no way prejudice the right available to the Investors in accordance with this article.2.4 At the time of any event contemplated in above points the Company shall be bound to and the Promoter Group and Bigtec Founders shall cooperate with the Company and the Investors such that the Company forthwith takes all necessary steps to issue additional Shares to the concerned Investors (as applicable) to give effect to the terms and conditions of this Article in a tax efficient manner so as to compensate the concerned Investor New Investor or Investors (as applicable) from the Tax liability arising out of issuance of such additional Securities.2.5 At the time of any event contemplated in above or below points subject to Applicable Law and at the sole discretion of the respective Investors the Company shall and the Promoter Group and Bigtec Founders shall procure that the Company shall issue additional Securities (as the Investors may choose) to the respective Investors or its Affiliates (as the respective Investors may choose) or the Promoter Group and or the Bigtec Founders shall Transfer (in the proportion in which they hold Shares in the Company on Fully Diluted Basis) such number of Shares to the respective Investors or its Affiliates to compensate the respective Investor for the dilution of their investment. In the event that the Applicable Law at such point of time does not permit such an issuance or Transfer the Promoter Group and the Investor who is affected by such Applicable Law shall determine in good faith the manner in which such Investor maybe compensated for dilution of their respective investment.3. EXIT RIGHTS3.1 The Company shall and the Promoter Group shall procure that the Company shall use its best efforts to provide an exit to the Investors prior to October 1 2026 or such other date as may be approved by Investors Consent by exercising the exit options in the manner provided in Exit Options.3.2 The Company and the Promoter Group shall do all acts and deeds as may be necessary to facilitate and implement the exit through the Exit Options in the manner and sequence provided in this Article including but not limited to preparation of the Business Plan cooperation in the conduct of due diligence and management meetings provision of

	necessary information and access to the prospective buyer(s) regarding the Company and the Business obtaining all requisite consents Governmental Authorizations and providing representations warranties covenants and indemnities customary to such transactions with respect to the Company their respective Securities the Business and the management of the Company including providing any non-compete non-solicitation or other similar covenants (as may be requested) by the purchaser(s) of Securities pursuant to any of the Exit Options. Notwithstanding anything to the contrary contained anywhere in this Article each Bigtec Founder shall procure that the Bigtec Founder Director exercises its voting rights in meetings of the Board and the Bigtec Founders shall exercise their votes in meetings of the Shareholders in support of any Exit Option being implemented in accordance with Article of Exit Rights. The Bigtec Founders agree and undertake that no Bigtec Founder shall block prevent or delay the consummation of any Exit Option pursuant to this Article and that the Bigtec Founders shall not take any steps that could be adverse to an Exit Option. The Bigtec Founders shall facilitate any Exit Option and shall to such extent provide representations and warranties in relation to the title to and absence of Encumbrances on their Securities where applicable (save and except with respect to any Encumbrance contemplated under this Article) provided that the Bigtec Founders shall not be required to provide any representations warranties or indemnities in relation to the business operations of the Company.3.3 The Investors shall facilitate in implementing any Exit Option and shall to such extent provide representations and warranties in relation to the title to and absence of Encumbrances (save and except with respect to any Encumbrance contemplated under this Article) on the Investor Securities where applicable provided that the Investors shall not be required to provide any representations warranties or indemnities in relation to the business operations of the Company or any other non-compete non-solicitation or other similar covenants which if asked by the purchaser shall be provided by the Promoter Group. The Investors shall not be required to provide any information in connection with any Exit Option other than as required by any Government Authority in relation to the Securities being offered for sale by such Investor or other than minimum information to be provided by the Investors in their capacity as Shareholders for inclusion into the prospectus.3.4 The Company and the Promoter Group shall ensure that all documents relating to any Exit Option including without limitation any prospectus and other submissions to the applicable Government Authorities are made available to the Investors (and their respective counsel) for their review and comments and shall consider in good faith and incorporate (to the extent possible) any comments received from such Investors within such time limit as the

Company may reasonably require prior to submission to such Government Authorities.

3.5 The Company and the Key Shareholder Group agrees to indemnify and hold harmless the Investors, and each of their officers, directors employees, consultants and legal advisers, from and against any loss, claim or liability (and any actions, proceedings or settlements in respect thereof) arising out of or based on: (a) any untrue statement of a material fact contained in any prospectus, offering circular, or other offering document relating to any Exit Option (excluding any information provided by the Investors, its officers, directors employees, consultants or legal advisers); (b) any failure to state a material fact necessary to make the statements therein not misleading; and (c) any violation of Applicable Law (including but not limited to all rules and regulations issued by SEBI and the Stock Exchanges, including the SEBI ICDR Regulations), subject to Applicable law and there being no direction, order or communication to the contrary from the SEBI, the Stock Exchanges or any other regulatory authority. It is clarified that the termination of this Agreement, for any reason whatsoever, shall not affect the indemnification obligations of the Company and the Key Shareholder Group in this regard till the receipt of listing and trading approvals for commencement of trading of the Equity Shares in the IPO. It is further clarified that the obligation of the Company and the Key Shareholder Group to indemnify the Investors and each of their officers, directors, employees, consultants and legal advisers, shall not apply to the extent of the confirmations and information provided by any of them in relation to the IPO in the offer documents..

3.6 The Company and the Promoter Group shall continue to be liable to the Investors under this Article

to provide an exit to the Investors in accordance with this Article till the Investors have been provided a complete exit. It is also clarified for the avoidance of doubt that in the event that any Investor accepts a partial exit under any Exit Option the obligation and liability of the Company and the Promoter Group shall continue till a complete exit has been provided to the Investors in accordance with this Article.4. IPO4.1 The Company and the Promoter Group shall for undertaking an IPO appoint the Investment Bankers at any time prior to October 1 2023.4.2 With respect to appointment of the Investment Banker in accordance with Article 20.4.1 above the Company shall and the Promoter Group shall cause the Company to at least 15 (fifteen) days prior to October 1 2023 send a written notice to each of the Investors together with all the supporting documents propose the names of the Investment Bankers to be appointed under the terms hereof. Each of the Investors shall within a period of 15 (fifteen) days (Deliberation Period) agree on the Investment Banker to be appointed by the Company and shall inform the Company of the names of chosen

	Investment Bankers. In the event the Investors fail to come to joint agreement prior to the expiry of the Deliberation Period the Company shall and the Promoter Group shall cause the Company to appoint the Investment Bankers prior to October 1 2023 as per the recommendation of the Promoter Group.4.3 The Investment Banker shall assist and advice the Company and the Investors on the time process and manner of undertaking the IPO in the most viable and remunerative manner for the Investors. It is clarified for the avoidance of doubt that the advice of the Investment Banker shall not be binding on the Investors.4.4 The terms timelines and final pricing of an IPO if proposed to be consummated prior to September 30 2024 shall be subject to Investors Consent in accordance with Reserved Matters read Provided however that notwithstanding anything contained in this Article to the contrary including the provisions under Reserved Matters read with Reserved Matters but subject always to Article below no Investors Consent shall be required in respect of any matter pertaining to the IPO including without limitation the terms timelines and the final pricing of the IPO in the event the listing date under the IPO is scheduled to be on or after October 1 2024. 4.5 The Board shall also constitute a committee for execution and implementation of the IPO ("**IPO Committee**"). The IPO Committee shall have such powers as may be delegated to it by the Board in accordance with Applicable Law. The IPO Committee shall report only to the Board. Each of the Parties shall take all reasonable steps and do such acts and deeds, as may be necessary, and co-operate, in good faith, to work towards the success of IPO in a timely manner and listing of the Shares of the Company. The Investment Banker appointed in accordance with this Article, shall be responsible for undertaking the actions pertaining to IPO under the supervision and direction from the IPO Committee. Subject to the provisions of this Article, all decisions at the IPO Committee shall be taken on the basis of simple majority of votes from all the members of the IPO Committee.. 4.6 The IPO may be achieved by means of one of the following(a) a new issue of Securities or(b) subject to each Investors sole discretion an offer for sale of the Investors Securities held by such Investor(c) subject to below an offer for sale of the Promoter Group Securities or Bigtec Founder Securities of the Company or(d) a combination of (a) to (c) above. 4.7 The Investors shall each, at their sole discretion (but without any obligation), be entitled to in priority to the other Shareholders, to sell their respective Investor Securities held by them in the IPO in proportion to their inter-se shareholding in the Company on a Fully Diluted Basis. Subject to Applicable Law and the

agreements entered in connection with the IPO, each Investor shall be entitled to require the Company to increase the size of the offer to facilitate such Investor's exit through an offer for sale of up-to the entire shareholding of such an Investor. The Key Shareholder Group shall cause the Company and the Company shall undertake all acts necessary to facilitate and enable such offer of sale of Investors' Securities.

4.8 The Company Promoter Group and the Bigtec Founders shall jointly and severally ensure that the requisite number of Securities of the Company are made available to the public whether by way of issuance of new Securities of the Company by the Company and or by way of sale of existing Securities of the Company held by the Promoter Group and Bigtec Founders in order to meet the applicable minimum listing criteria for the purposes of the IPO.4.9 Nothing in these Articles shall require the Investors to do or omit to do anything that may result in them becoming or being deemed to be a promoter of the Company or promoter group under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018. Subject to any Applicable Law the Company undertakes that it shall not name the Investors as promoters of the Company or as part of promoter group in any prospectus or other document relating to the issuance of any Securities. Where any Securities are required by any Recognized Stock Exchange Securities and Exchange Board of India or any other Governmental Authority under Applicable Law to be subjected to a lock-in or other restriction for the purpose of facilitating or making the IPO or for any other reason the Promoter Group but not the Investors shall be obliged to offer their Securities for such lock-in and or restriction so as to ensure the Investors Securities are subjected to only such lock-in and or restriction to the minimum extent required under Applicable Law.

4.10 The Company and the relevant Selling Shareholders offering their respective Equity Shares in the IPO, shall bear and pay all expenses incurred in connection with IPO on a pro-rata basis, including without limitation, all registration, filing and qualification fees, underwriting, selling and distribution costs, printing, legal and accounting fees and disbursements, subject to it being in accordance with Applicable Law and as agreed under the offer agreement to be entered into by the Company, the Selling Shareholders and the book running lead managers appointed solely in relation to the IPO.

4.11 For the purposes of undertaking the IPO the Promoter Group and Bigtec Founders shall cause the Company to take all such actions to undertake and complete IPO and for the Securities to be listed and registered for trading on the Recognised Stock Exchange in accordance with Applicable Law.4.12 Subject to the provisions of above Article for the purposes of undertaking the IPO each of the

	Investors shall exercise all of their respective rights and powers as available to them under the terms hereof and as a Shareholder of the Company for the Company to undertake and complete IPO and for the Securities to be listed and registered for trading on the Recognised Stock Exchange in accordance with Applicable Law.
21.	1. Strategic Sale1.1 Without prejudice to Article 20.4 the Investors may be provided an exit through consummation of a Strategic Sale which can be initiated in the following manner1.1.1 the Company and the Promoter Group shall appoint an Investment Banker at any time on or after September 1 2025 for initiating a Strategic Sale or1.1.2 in the event that the Investors have not been provided an exit prior to October 1 2026 each of the Investors shall be entitled to (but shall not be under an obligation) at their sole discretion to require the Promoter Group and the Bigtec Founders to sell up to 100 of the Share Capital held by them and require them to cause the Other Shareholders (save and except for the other Investor) to sell up to 100 of the Share Capital held by them to a third party buyer and for this purpose either of the Investors (Initiating Investor) shall be entitled to initiate a Strategic Sale by a written notice to the Company the Promoter Group the Bigtec Founders and the non-Initiating Investor requiring the Company the Bigtec Founders and the Promoter Group to appoint an Investment Banker as acceptable to the Initiating Investor. In the event that the Company the Bigtec Founders and the Promoter Group fail to appoint an Investment Banker within 30 (thirty) days of the date of such written notice the Company the Bigtec Founders and the Promoter Group hereby agree and acknowledge that the Initiating Investor shall be authorized to appoint such Investment Banker for and on behalf of the Company without requiring any further action and authorization from the Company the Bigtec Founders and the Promoter Group and subject to below Article the Initiating Investor shall be solely authorized and entitled to take all steps and do all acts and deeds to consummate the aforesaid appointment.1.1.3 The terms timelines and final pricing of any Strategic Sale shall be subject to Investors Consent except where the Strategic Sale is undertaken (x) on or after October 1 2026 (y) before October 1 2026 but at a valuation which is equal to or greater than 3 (three) times of the Blended Current Round Valuation. The Investment Banker once appointed shall assist and advice the Company the Promoter Group the Bigtec Founders and the Investors on the time process and manner of undertaking the Strategic Sale in the most viable and remunerative manner for the Investors. It is clarified for the avoidance of doubt that though the advice of the Investment Banker shall not bind any of the Investors however consent of the Investors or their concurrence with the advice of the Investment Banker shall not be required to implement the Strategic Sale in the event the Strategic Sale is being undertaken as per above article. 1.1.4 The Investment Banker shall no later than 75 (seventy five) days from the date of

	its appointment procure bona fide offers (Strategic Sale Offer) from Strategic Investors containing (a) an unconditional offer to purchase at least 51 (fifty one percent) and up to 100 (one hundred percent) of the Share Capital (Strategic Sale Securities) and acquire Control of the Company including all of the Securities held by the Investors (regardless of whether the Strategic Sale has been initiated under below mentioned a and b (b) the proposed consideration amount and price per Strategic Sale Security along with a confirmation that no noncash consideration is being provided which is not reflected in the price (c) the manner and time of payment of the consideration (d) the proposed date of consummation of the Strategic Sale (e) the identity of the Strategic Investor and (f) a statement that the Strategic Investor has been informed that each Investor has the right (without being under any obligation) to Transfer all (and not less than all) of their respective Securities to the Strategic Investor in priority to any other Shareholders of the Company. A copy of the Strategic Sale Offer shall be provided by the Investment Banker and the Company by way of a written notice to the Investors the Bigtec Founders and the Promoter Group. Upon receipt of the Strategic Sale Offer each Investor shall within a period of 30 (thirty) days from the date of receipt of the Strategic Sale Offer by the Investors intimate in writing to the Investment Banker with a copy to the Company the Bigtec Founders and the Promoter Group its decision on participating in the Strategic Sale for all and not less than all of the Securities held by such Investor in the Company on the terms set out in the Strategic Sale Offer. In the event any Investor decides not to participate in the Strategic Sale then the rights of such Investor under this Article shall continue and such Investor shall engage in good faith discussions with the other remaining Shareholders and the Strategic Investor to agree on such inter-se rights of the continuing Investor in the Company which are customary for such transactions and are as per industry practice.1.1.5 If the Initiating Investor or the other Investor participating in the Strategic Sale requires the Promoter Group and or the Bigtec Founders and or the Other Shareholders to Transfer all or some of the Securities held by it them in the Company as part of the Strategic Sale the Promoter Group the Bigtec Founders and the Other Shareholders shall jointly and severally be under an obligation to Transfer such number of Securities as may be required by the Initiating Investor or the other Investor participating in the Strategic Sale at the same price and on the same terms as is specified in the Strategic Sale Offer. The Promoter Group the Bigtec Founders and Other Shareholders Transferring their Securities to the Strategic Investor are hereinafter referred to as the Dragged Transferors. For the purpose of this Strategic Sale if required by the Initiating Investor or the other Investor participating in the Strategic Sale the Promoter Group and the Bigtec Founders shall exercise their drag rights over the Other Shareholders to the extent that the Promoter Group and the

	Bigtec Founders are entitled to exercise such rights pursuant to any agreement entered into between them. It is further clarified that the Investors shall in no event be obligated to tender the Investor Securities held by them respectively and dragged in the event of Strategic Sale under this Strategic Sale A copy of the Strategic Sale Offer shall be provided to each of the Dragged Transferors with a copy to the Investors.1.1.6 The Promoter Group the Bigtec Founders and the Company will provide full support to run the Strategic Sale process with the Investment Banker. The Promoter Group the Bigtec Founders and Company shall take commercially reasonable steps required to ensure that the Strategic Sale shall be completed.1.1.7 Closing of the Strategic Sale shall take place no later than 60 (sixty) days from thedate on which the Investment Banker has procured the Strategic Sale Offer. It is clarified that the aforementioned period of 60 (sixty) days shall stand extended for any time taken for obtaining any Governmental Approvals that may be required for the purpose of undertaking the Strategic Sale. At the closing of Strategic Sale the Dragged Transferors and the Investors who are participating in the Strategic Sale shall deliver certificates representing the Strategic Sale Securities accompanied by duly executed instruments of Transfer or duly executed Transfer instructions to the relevant depository participant. The Strategic Investor shall simultaneously deliver at such closing payment in full of the price in respect of the Strategic Sale Securities to the Investors who are participating in the Strategic Sale and the Dragged Transferors respectively. At such closing all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the Transfer of the Strategic Sale Securities to the Strategic Investor.1.1.8 The Investors shall not be required to provide any warranties and indemnities other than customary title warranties in relation to the Strategic Sale Securities being Transferred to the Strategic Investor and that they have full right title interest in and to such Strategic Sale Securities and have all necessary power and authority and have all necessary power and authority and have taken all necessary actions to authorize the Transfer of their Strategic Sale Securities and indemnities in relation to such warranties.1.1.9 The Company the Bigtec Founders (only to the extent provided in Article above) and the Promoter Group shall do all acts and deeds as may be necessary to facilitate and implement the Strategic Sale including but not limited to preparation of the Business Plan co-operation in the conduct of due diligence and management meetings provision of necessary information and access to the Strategic Investor regarding the Company and the Business obtaining all requisite consents Governmental Authorizations and providing representations warranties covenants and indemnities customary to such transactions with respect to the Company their respective Securities the Business and the management of the Company including providing any non-compete non-solicitation or other similar

	covenants (as may be requested) by the Strategic Investor.1.1.10 It is clarified that the receipt of consideration by the Dragged Transferors for thesale of the Strategic Sale Securities to the Strategic Investor pursuant to this Article shall be deemed a representation and warranty that the Dragged Transferors (a) have full right title and interest in and to such Strategic Sale Securities (ii) have all necessary power and authority and has taken all necessary actions to authorize the sale of sell such Strategic Sale Securities.1.1.11 The Dragged Transferors hereby agree and undertake to co-operate with the Investors for carrying out their obligations under this Article Strategic sale. Unless Applicable Law requires otherwise the Company shall endeavor to procure expeditiously all necessary Authorizations that are required to be obtained in relation to any Transfer pursuant to this Article.1.1.12 The Company shall bear and pay all costs and expenses incurred in connection with a Strategic Sale. Provided that in the event that the consummation of the Strategic Sale does not lead to a complete exit of any Investor then the Company shall indemnify and pay such Investor as the case maybe an amount equivalent to the costs borne by the Company in connection with the Strategic Sale multiplied by the balance shareholding percentage of such Investor in the Company.1.1.13 Notwithstanding anything to the contrary contained herein it is agreed and acknowledged that the total price per Security receivable by each Investor from the Strategic Investor pursuant to a Strategic Sale shall in all circumstances be equal to the higher of the total price per Security received by (a) the Promoter Group and the Bigtec Founders (after taking into account value realization for the transfer of any Intellectual Property Rights and for agreeing to non-compete obligations as part of the Strategic Sale and (b) the other Investor pursuant to such Strategic Sale. Without prejudice to this Article in the event any Strategic Sale is to be consummated for consideration other than cash then any Investor shall be entitled to require that the consideration per Security due to it be paid fully in cash terms only.
22.	1. Secondary Sale1.1 The Existing Investor or the New Investor either individually or acting collectively may at its their sole discretion require the Bigtec Founders and the Promoter Group (in proportion to their shareholding in the Company at the time of the Secondary Sale) to provide an exit to the Secondary Sale Initiating Investor(s) (Secondary Sale) through any Third Party buyer (Third Party Buyer) who is not a Competitor. Provided however where an IPO or Strategic Sale has been initiated the Investors shall not be entitled to trigger a Secondary Sale under this Article during (a) in case of an IPO a period of 90 (ninety) days post filing of the updated draft red herring prospectus (DRHP) pursuant to such IPO and (b) in case of a Strategic Sale a period of 90 (ninety) days from the receipt of offers from prospective acquirers

	pursuant to such Strategic Sale (the period specified in (a) and (b) being hereinafter referred to as the Secondary Sale Blackout Period). It is clarified for the avoidance of doubt that the Investors (either individually or acting collectively) shall be entitled to trigger the Secondary Sale at any time other than the Secondary Sale Blackout Period in accordance with the terms of this Article.1.2 For the purpose of exercising their rights under this Article 22.1 any Investor (Notifying Investor) desirous of initiating a Secondary Sale shall first notify the other Investor (Notified Investor) in writing (Secondary Sale Notification) of the intention of the Notifying Investor to initiate the Secondary Sale under this Article The Notified Investor shall within a period of 15 (fifteen) days from the date of the receipt of the Secondary Sale Notification notify the Notifying Investor its decision on triggering and participating in the Secondary Sale along with the Notifying Investor. Upon receipt of the notice from the Notified Investor the Notifying Investor either individually (in the event the Notified Investor has communicated its decision not to participate in the Secondary Sale in accordance with the foregoing) or the Notifying Investor along with the Notified Investor (in the event the Notified Investor has communicated its decision to participate in the Secondary Sale in accordance with the foregoing) (hereinafter referred to as the Secondary Sale Initiating Investor(s)) shall notify the Bigtec Founders Promoter Group the Company and the other Investor of its intention to initiate a Secondary Sale pursuant to Article above (Secondary Sale Trigger Notice). It is clarified that in the event the Notified Investor has communicated its decision not to trigger and participate in the Secondary Sale then such Notified Investor shall not (a) have the right to approve the price or any other terms and conditions of the Secondary Sale (b) have the right to participate in the Secondary Sale and (c) interfere in the process for implementation of the Secondary Sale in accordance with this Article 22.1 in any other manner to the extent such implementation of Secondary Sale is in accordance with the terms of this Article.1.3 Upon receipt of the Secondary Sale Trigger Notice the Company the Bigtec Founders and the Promoter Group shall within 15 (fifteen) days of receipt of such Secondary Sale Trigger Notice appoint an Investment Banker as acceptable to the Secondary Sale Initiating Investor(s) triggering the Secondary Sale failing which such appointment can be made by such Secondary Sale Initiating Investor(s). The Investment Banker shall no later than 90 (ninety) days from the date of its appointment procure bona fide nonbinding offers expression of interest (Secondary Sale Offer) from Third Party Buyers to acquire (a) the stake of Secondary Sale Initiating Investor(s) held by such Secondary Sale Initiating Investor(s) at the time of triggering Secondary Sale plus 17 (seventeen percent) of the Share Capital which shall be required to be offered by the Bigtec Founders and the Promoter Group on a proportionate basis where a Secondary Sale is being consummated by any one of the Investors or (b) the stake

	of Secondary Sale Initiating Investor(s) held by such Secondary Sale Initiating Investor(s) at the time of triggering Secondary Sale plus 26.44v(twenty six point four four percent) of the Share Capital of the Company which shall be required to be offered by the Bigtec Founders and the Promoter Group on a proportionate basis where a Secondary Sale is being consummated by both the Investors. It is clarified the Secondary Sale Initiating Investor(s) shall have the right (but not the obligation) to offer up to all the Securities held by such Secondary Sale Initiating Investor(s) at the time of triggering Secondary Sale as per (a) and (b) in the foregoing. Such aforesaid block of Securities set out in (a) and (b) shall be hereinafter referred to as the Secondary Sale Block and the number of Securities to be sold to deliver such Secondary Sale Block to the Third Party Buyer is referred to as the Secondary Sale Securities. The Secondary Sale Offer shall contain(a) the proposed consideration amount and price per Security which the Third Party Buyer is willing to pay (Third Party Purchase Price) (b) the manner and time of payment of the consideration (c) the proposed date of consummation of the Secondary Sale and (d) the identity of the Third Party Buyer. A copy of the Secondary Sale Offer shall be provided by the Investment Banker and the Company by way of a written notice to the Investors the Bigtec Founders and the Promoter Group.1.4 The Secondary Sale Initiating Investor(s) shall within 15 (fifteen) days of receipt of the Secondary Sale Offer determine whether they wish to proceed with the Secondary Sale (Participating Investor(s)) and notify their decision to all Parties in writing. If both Investors have agreed to participate in the Secondary Sale then the final terms of the Secondary Sale including the Third Party Purchase Price and other terms of such Secondary Sale shall be jointly agreed by the Investors. Where one of the Investors (Other Investor) is not desirous of participating in such Secondary Sale then such Investor shall not (a) have the right to approve the price or any other terms and conditions of the Secondary Sale and (b) have the right to participate in the Secondary Sale.1.5 In order to facilitate delivering the Secondary Sale Block to the Third Party Buyer the Participating Investor(s) may require the Promoter Group and Bigtec Founders (Secondary Sale Transferors) to sell the requisite number of Securities to the Third Party Buyer in proportion of their inter-se shareholding in the Company subject to the maximum size of the Secondary Sale Block as determined under Article above (Secondary Sale Drag Along Right). It is clarified for the avoidance of doubt that the Secondary Sale Block to be sold shall include Securities held by the Participating Investor(s) Promoter Group and Bigtec Founders.1.6 The final terms of such Secondary Sale shall be intimated by the Participating Investor(s) to the other Parties. Such Secondary Sale shall be completed within a period of 90 (ninety) days from the date of receipt of the Secondary Sale Offer which time period shall be extended by the time taken for obtaining any required regulatory approvals for the

	Secondary Sale. At the closing of such Secondary Sale the Secondary Sale Transferors and the Participating Investors shall deliver certificates representing the Secondary Sale Securities accompanied by duly executed instruments of Transfer or duly executed Transfer instructions to the relevant depository participant. The Third Party Buyer shall simultaneously deliver at such closing payment in full of the price in respect of the Secondary Sale Securities to the Participating Investors and the Secondary Sale Transferors respectively. At such closing all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the Transfer of the Secondary Sale Securities to the Third Party Buyer.1.7 It is clarified for the avoidance of doubt that where an Investor has chosen not to participate in the Secondary Sale such Investor shall not have any tag along rights to sell its Securities along with the Secondary Sale Initiating Investor Promoter Group or Bigtec Founders participating in such Secondary Sale and that such sale by the Promoter Group or the Bigtec Founders in accordance with this Article shall not require any prior written consent by the non-participating Investor.1.8 The Participating Investor(s) shall only provide the Third-Party Buyer customary representations and warranties relating to the title of the Secondary Sale Securities and shall not be required to provide any representations warranties or indemnities in relation to the business operations of the Company or any other non-compete non-solicitation or other similar covenants which the Promoter Group the Bigtec Founders and or the Company may be required to offer to the Third Party Buyer. The Secondary Sale and all matters pertaining thereto shall not be subject to consent of the Investor not participating in such Secondary Sale who shall not in any manner be entitled to interfere with the Secondary Sale process being conducted in accordance with the provisions of this Article.1.9 The Promoter Group the Bigtec Founders (only to the extent provided in Article above) and Company shall take commercially reasonable steps required to ensure that the Secondary Sale shall be completed to the satisfaction of the Participating Investor(s). The Company the Bigtec Founders (only to the extent provided in Article above) and Promoter Group shall extend all necessary co-operation including but not limited to preparation of Business Plan conduct of due-diligence management meetings transition support and any other action as the Participating Investor(s) and the Third-Party Buyer may deem appropriate and necessary including obtaining all requisite consents Governmental Authorizations and providing representations warranties covenants and indemnities customary to such transactions with respect to the Company their respective Securities any customary non-compete non-solicitation or other similar covenants which may be reasonably required by the Third- Party Buyer. The Company the Bigtec Founders and the Promoter Group shall exercise all their rights and powers available to them to ensure that the

	Secondary Sale initiated by the Existing Investor is consummated in accordance with the terms of this Article.1.10 All costs related to the Secondary Sale shall be borne by the Company. Provided that in the event that the consummation of the Secondary Sale does not lead to a complete exit of an Investor then the Company shall indemnify and pay such Investor an amount equivalent to the costs borne by the Company in connection with the Secondary Sale multiplied by the balance shareholding percentage of such Investor in the Company.
	TRANSMISSION OF SHARES
23.	On the death of a member the survivor or survivors where the member was a joint holder and his nominee or nominees or legal representatives where he was a sole holder shall be the only persons recognised by the company as having any title to his interest in the shares Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons
24.	Any person becoming entitled to a share in consequence of the death or insolvency of a member may upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided elect either to be registered himself as holder of the share or to make such transfer of the share as the deceased or insolvent member could have made. The Board shall in either case have the same right to decline or suspend registration as it would have had if the deceased or insolvent member had transferred the share before his death or insolvency.
25.	If the person so becoming entitled shall elect to be registered as holder of the share himself he shall deliver or send to the company a notice in writing signed by him stating that he so elects. If the person aforesaid shall elect to transfer the share he shall testify his election by executing a transfer of the share. All the limitations restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
26.	A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company Provided that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Board may thereafter withhold

	payment of all dividends bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.
27.	In case of a One Person Company on the death of the sole member the person nominated by such member shall be the person recognised by the company as having title to all the shares of the member the nominee on becoming entitled to such shares in case of the members death shall be informed of such event by the Board of the company such nominee shall be entitled to the same dividends and other rights and liabilities to which such sole member of the company was entitled or liable on becoming member such nominee shall nominate any other person with the prior written consent of such person who shall in the event of the death of the member become the member of the company
	Forfeiture of shares
28.	If a member fails to pay any call or instalment of a call on the day appointed for payment thereof the Board may at any time thereafter during such time as any part of the call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.
29.	The notice aforesaid shall name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made and state that in the event of non-payment on or before the day so named the shares in respect of which the call was made shall be liable to be forfeited
30.	If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Board to that effect
31.	A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. At any time before a sale or disposal as aforesaid the Board may cancel the forfeiture on such terms as it thinks fit.
32.	A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding the forfeiture remain liable to pay to the company all monies which at the date of forfeiture were presently payable by him to the company in respect of the shares. The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
33.	A duly verified declaration in writing that the declarant is a director the manager or the secretary of the company and that a share in the company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share The

	company may receive the consideration if any given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of The transferee shall thereupon be registered as the holder of the share and The transferee shall not be bound to see to the application of the purchase money if any nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture sale or disposal of the share.
34.	The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified.
	Alteration of capital
35.	The company may from time to time by ordinary resolution increase the share capital by such sum to be divided into shares of such amount as may be specified in the resolution
36.	Subject to the provisions of section 61 the company may by ordinary resolution consolidate and divide all or any of its share capital into shares of larger amount than its existing shares convert all or any of its fully paid-up shares into stock and reconvert that stock into fully paid-up shares of any denomination sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person.
37.	Where shares are converted into stock the holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulations under which the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances admit Provided that the Board may from time to time fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose. The holders of stock shall according to the amount of stock held by them have the same rights privileges and advantages as regards dividends voting at meetings of the company and other matters as f they held the shares from which the stock arose but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not if existing in shares have conferred that privilege or advantage. such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words share and shareholder in those regulations shall include stock and stock-holder respectively

38.	The company may by special resolution reduce in any manner and with and subject to any incident authorised and consent required by law it share capital any capital redemption reserve account or any share premium account.
	Capitalisation of profits
39.	The company in general meeting may upon the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions. The sum aforesaid shall not be paid in cash but shall be applied subject to the provision contained in clause (iii) either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively paying up in full unissued shares of the company to be allotted and distributed credited as fully paid-up to and amongst such members in the proportions aforesaid partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B) A securities premium account and a capital redemption reserve account may for the purposes of this regulation be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
40.	Whenever such a resolution as aforesaid shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares if any and generally do all acts and things required to give effect thereto. The Board shall have power to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit for the case of shares becoming distributable in fractions and to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively credited as fully paid-up of any further shares to which they may be entitled upon such capitalisation or as the case may require for the payment by the company on their behalf by the application thereto of their respective proportions of profits resolved to be capitalised of the amount or any part of the amounts remaining unpaid on their existing shares Any agreement made under such authority shall be effective and binding on such members
	Buy-back of shares
41.	1. Buy-Back of Investor Securities1.1 Notwithstanding the foregoing the Parties agree that the exercise of Alternative Exit Options by the Existing Investor shall be without prejudice to the ability of the New Investor to exercise its rights to initiate

	its Exit Options including a Strategic Sale and Secondary Sale in which case the Exit Options exercised by both the Investors shall proceed in parallel1.1.2 In the event that the consummation of an Alternative Exit Option does not lead to a complete exit of the New Investor then the Company shall indemnify and pay the New Investor an amount equivalent to the costs borne by the Company in connection with such Alternative Exit Option multiplied by the shareholding percentage of the New Investor in the Company.2. Alternative Exit Options2.1 The Existing Investor shall in its sole and absolute discretion and without any requirement of any consent from any other Shareholder be entitled to exercise the Existing Investor Exit Put Option on or after April 1 2026 subject to and as per the terms and conditions set out under Article below or such other alternative exit option as may be agreed in writing between the Parties (Alternative Exit Options).3. Exit Put Option3.1 Anytime on or after April 1 2026 the Existing Investor shall have the right but not the obligation to (Exit Put Option) issue a written notice (being a Put Option Notice) to the Promoter Group Bigtec Founders and the Company requiring the Promoter Group and Bigtec Founders to jointly and severally acquire the Securities held by the Existing Investor as on the Effective Date of these Articles (Put Securities) in consideration for the Existing Investor Put Option Consideration. The Company the Promoter Group and the Bigtec Founders shall within 5 (five) days of the receipt of the Put Option Notice share a copy of the Put Option Notice with the New Investor.3.2 The purchase of the Put Securities shall be consummated within (a) 45 (forty-five) days from the date of Put Option Notice where such Put Securities are being purchased in full from immediately available funds by the Promoter Group and Bigtec Founders and (b) 180 (one hundred and eighty) days from the date of the Put Option Notice where the Promoter Group and the Bigtec Founder are required to Transfer any Securities pursuant to sub-Article (g) below to comply with its obligation under Article 41. On such date the Existing Investor Put Option Consideration with respect to the Put Securities shall be paid in full in immediately available funds to the Existing Investor. The Existing Investor shall only be required to provide customary representations and warranties relating to the title of Put Securities.3.3 On receipt of the Existing Investor Put Option Consideration with respect to the Put Securities the Existing Investor shall i) Transfer the legal and beneficial title to all the Put Securities to the Promoter Group and or Bigtec Founders (or part thereof as nominated by the Promoter Group and or the Bigtec Founders as the case may be) and ii) deliver to the Promoter Group and or Bigtec Founders the signed delivery instructions slip from the Existing Investors depository participant representing the Put Securities being purchased by the Promoter Group and or Bigtec Founders.3.4 The Promoter Group and the Bigtec Founders shall ensure that the Company execute and file such forms and

	documents as may be required under Applicable Law to ensure that the Put Securities and are transferred to the Promoter Group and or the Bigtec Founders in accordance with Applicable Law3.5 All costs (including stamp duties) in relation to the Transfer of the Put Securities under this Article shall be borne and paid by the Promoter Group and the Bigtec Founders.3.6 In the event the Promoter Group and or the Bigtec Founders are unable to purchase the Put Securities at the Existing Investor Put Option Consideration due to any restrictions under Applicable Law then the Promoter Group and or the Bigtec Founders shall purchase the Put Securities at the maximum amount permitted under Applicable Law (Permitted Price). The difference between the Existing Investor Put Option Consideration and the Permitted Price shall be payable by the Promoter Group and the Bigtec Founders in respect to each Put Security to the Investor(s) on the date of consummation of the Put Option. All sums payable by the Promoter Group to the Existing Investor pursuant to this Article shall be paid as liquidated damages and not as a penalty and the Promoter Group and Bigtec Founders agrees and acknowledges that such sums represent a genuine and reasonable pre-estimate of the Loss that the Existing Investor would suffer in case of inability to purchase the Put Securities at the Existing Investor Put Option Consideration.3.7 Notwithstanding anything contained in these Articles to the contrary in order to fund the acquisition of the Put Securities in the manner contemplated herein the Promoter Group and Bigtec Founders shall be jointly and severally under an obligation to take all steps actions and do all things as may be required for the consummation of the transactions contemplated hereunder including to Transfer the Securities held by them and the Put Securities in the Company in favour of Third Parties (other than Competitors). Provided that (i) the Promoter Group shall be under an obligation to Transfer the Securities held by them in the Company on a proportionate basis up to a maximum of 13.5 (thirteen point five percent) of the total Share Capital of the Company on a Fully Diluted Basis and (ii) Bigtec Founders shall be under an obligation to Transfer on a proportionate basis up to a maximum of 13.5 (thirteen point five percent) of the total Share Capital of the Company on a Fully Diluted Basis. The Promoter Group and the Bigtec Founders hereby undertake that in the event they are required to Transfer the Securities held by them to provide the Exit Put Option to the Existing Investor pursuant to Article 41 then (i) prior to any such Transfer the Promoter Group and the Bigtec Founders shall notify the New Investor in writing at least 30 (thirty) days prior to such transfer in order to permit the New Investor to exercise its New Investor Right of First Offer in accordance with Article below and (ii) any such Transfer of Securities by the Promoter Group and the Bigtec Founders shall be in the proportion of their inter-se shareholding in the Company. For the avoidance of doubt it is clarified that the Transfer by the Promoter Group and the Bigtec Founders in

	accordance with Article 41 (Exit Put Option) shall not be subject to requirement of any consent of the New Investor right of First Refusal and Tag Along Rights of the New Investor under the provisions of Article (Investors Right of First Refusal and Tag Along Right).3.8 In the event (i) the Exiting Investor proposes to exercise its Exit Put Option pursuant to this Article 41 and (ii) the Promoter Group and the Bigtec Founders are required to Transfer the Securities held by them in accordance with Article (g) above (the (A) Put Securities and (B) Securities proposed to be Transferred by the Promoter Group and Bigtec Founders in accordance with Article above are referred to as the New Investor ROFO Securities) then the New Investor shall have a right of first offer to acquire the New Investor ROFO Securities (New Investor Right of First Offer).3.9 Within 7 (seven) days of the receipt of notice from the Promoter Group and the Bigtec Founder under Article above the New Investor shall serve on the Existing Investor the Promoter Group and the Bigtec Founders an offer notice (New Investor ROFO Notice) specifying (i) the number of New Investor ROFO Securities it proposes to buy (New Investor ROFO Offer Securities) (ii) the per New Investor ROFO Offer Security price at which it wants to buy the New Investor ROFO Offer Securities and (iii) the other terms and conditions of the sale. The Existing Investor the Promoter Group and the Bigtec Founders may within a period of 30 (thirty) days from the date of receipt of the New Investor ROFO Notice accept the offer (New Investor ROFO Acceptance Notice) to sell such New Investor ROFO Offer Securities at the price and on the same terms and conditions as contained in the New Investor ROFO Notice.3.10 On receipt of the New Investor ROFO Acceptance Notice New Investor shall acquire the New Investor ROFO Offer Securities from the Existing Investor or the Promoter Group and the Bigtec Founders as the case may be on terms specified in the New Investor ROFO Notice within a further period of 30 (thirty) days or such extended period as may be necessary for obtaining any required regulatory approvals for the Transfer.3.11 In the event the Existing Investor or the Promoter Group and the Bigtec Founders elect not to accept the terms offered by New Investor in the New Investor ROFO Notice then the New Investor ROFO Securities may be Transferred to any Third Party (not being a Competitor) (Third Party Put Transferee) within 30 (thirty) days from the date of the New Investor ROFO Notice so long as the price per New Investor ROFO Securities at which the Third Party Put Transferee acquires the New Investor ROFO Securities is higher than the price offered by the New Investor under the New Investor Offer Notice.3.12 Notwithstanding anything contained herein the Parties agree that as a consequence of exercise of Exit Put Option by the Existing Investor and the Transfer of the Securities by the Promoter Group and the Bigtec Founders to Third Party Put Transferee in accordance with the above in the event the total shareholding to be acquired by a Third Party Put Transferee (together with its Affiliates) is in excess of

	20 (twenty percent) of the total Share Capital of the Company on a Fully Diluted Basis then the Parties agree that the Transfer shall be made to more than one Third Party Put Transferee (together with its Affiliates) such that no one Third Party Put Transferee (together with its Affiliates) holds more than 20 (twenty percent) of the total Share Capital on a Fully Diluted Basis.3.13 The Third Party Put Transferee shall not be obliged to tender the Securities held by it (and its Affiliates) in any Strategic Sale initiated by the New Investor under Article 41. However in the event the New Investor exercises its rights under Article above and drags the Promoter Group and the Bigtec Founders then the Third Party Put Transferee shall have a pro-rata tag along right to sell such number of Securities held by it (and its Affiliates) which are pro-rata to the Securities proposed to be sold by the Promoter Group and the Bigtec Founders. The provisions of Article above shall apply mutatis mutandis to the exercise of such tag along right by the Third Party Put Transferee under Article 41 (m). The Third Party Put Transferee (together with its Affiliates) shall not be subject to the obligations of the Promoter Group and the Bigtec Founders.
	General Meetings
42.	Matters relating to general meeting notice for general meetings and quorum of general meetings of the Company shall be governed by of these Articles and the Companies Act 2013 as amended from time to time.
43.	The Previous Investors shall be entitled to participate and vote on such matters as a right which has been provided to them under the Act.
	Proceedings at general meetings
44.	1. Meetings1.1 Meetings of the Shareholders shall be in accordance with the Act and the Articles and if not provided therein as otherwise determined pursuant to Applicable Law and shall be held at the registered office of the Company or at the place designated in the notice issued by the Company to the Shareholders.1.2 At least 21 (twenty one) days prior written notice of all meetings of the Shareholders shall be given to all the Shareholders at their respective address notified by them to the Company through registered post and through electronic mode as prescribed under the Act and failing such notification at their registered office provided that a general meeting may however be called by the chairman in less than 21 (twenty one) days with the prior consent in writing or by electronic mode by not less than 95 (ninety five percent) of the Shareholders entitled to vote at such meeting which shall necessarily include the Investors Consent.1.3 Notice of a general meeting shall be accompanied by an agenda setting out the business proposed to be transacted thereat along with all other details prescribed under the Act. No business shall be transacted at a general meeting other than in relation to the matters as specified in the notice without the Investors Consent.1.4 No matter shall be placed before the Shareholders (whether in any general meeting or through postal ballots or through

	any other circulation in any manner) for seeking approval of the Shareholders unless (a) such matter is first presented to the Board for approval of the Board and (b) such matter is duly approved by the Board in accordance with the Article.1.5 Except as provided otherwise under any Applicable Law and subject to Article stated below the decision during the meetings of the Shareholders will be passed through simple majority of votes present and voting.1.6 Notwithstanding anything to the contrary contained anywhere in the Agreement the Bigtec Founders agree and undertake to vote in favour of any resolution (to the extent a Shareholders resolution is required) on a matter in respect of which a resolution has been passed by the Board. The Bigtec Founders shall perform (or procure the performance of) all further acts and things (including without limitation voting in favour of any resolution to implement and or give effect to the terms of this Article and the transactions contemplated hereunder) and execute and deliver (or procure the execution and delivery of) such further documents as may be required by Applicable Law whether on or after the date of this Article to implement and or give effect to this Article and the transactions contemplated hereunder and thereunder.
45.	Quorum1.1 Voting on all matters to be considered at a general meeting of the Shareholders shall be by way of a poll unless otherwise agreed upon in writing between the Parties. The quorum for a general meeting shall be a minimum of 4 (four) Shareholders personally present which shall always include(a) At least 1 (one) representative of the Existing Investor(b) At least 1 (one) representative of the New Investor(c) 1 (one) representative of Key Shareholder 1 and(d) 1 (one) member of the Promoter 2. shall be present and voting (Shareholder Meeting Quorum).
46.	1. Reserved Matters and Quorum1.1 The Parties agree that the Reserved Matters shall not be considered or voted upon at any Shareholders meeting (including adjourned meetings) of the Company unless 1 (one) representative of the Existing Investor and 1 (one) representative of a New Investor is present at the commencement of and throughout the Shareholders meeting (including adjourned meetings) and Investors Consent is obtained.1.2 Provided however that if the Shareholder Meeting Quorum is not present at any such meeting due to absence of the representatives constituting valid Shareholder Meeting Quorum then such meeting shall be adjourned without any action taken to a day that is 7 (seven) days from the date of the original general meeting at the same time and place. If such day on which the adjourned meeting is to be held is not a Business Day then the meeting shall be held on the next day which is a Business Day (Adjourned Shareholders Meeting).2. Chairperson and No Casting Vote2.1 The chairperson shall be nominated from the members present and voting and shall not have a casting vote.

47.	If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting the members present shall choose one of their members to be Chairperson of the meeting
48.	In case of a One Person Company the resolution required to be passed at the general meetings of the company shall be deemed to have been passed if the resolution is agreed upon by the sole member and communicated to the company and entered in the minutes book maintained under section 118 such minutes book shall be signed and dated by the member the resolution shall become effective from the date of signing such minutes by the sole member.
	Adjournment of meeting
49.	Notice of the Adjourned Shareholders Meeting shall be given to all the Shareholders in writing on the same day as such adjournment. The agenda of the Adjourned Shareholders Meeting shall remain unchanged. Provided however if at the Adjourned Shareholders Meeting the representatives constituting valid Shareholder Meeting Quorum for the Adjourned Shareholders Meeting are still not present then the Shareholders present at such meeting shall subject to Applicable Law be deemed to be the valid quorum and the Adjourned Shareholders Meeting shall continue and proceed with the agenda provided however that the Shareholders of the Company shall not take up discuss or take any decision whatsoever in relation to any Reserved Matters without the Investors Consent.
	Voting rights
50.	Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person shall have one vote and on a poll the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company
51.	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
52.	In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders. For this purpose seniority shall be determined by the order in which the names stand in the register of members
53.	A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy may vote whether on a show of hands or on a poll by his committee or other legal guardian and any such committee or guardian may on a poll vote by proxy
54.	Any business other than that upon which a poll has been demanded maybe proceeded with pending the taking of the poll

55.	No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid
56.	No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.
	Proxy
57.	The instrument appointing a proxy and the power-of-attorney or other authority if any under which it is signed or a notarised copy of that power or authority shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
58.	An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105
59.	A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the shares in respect of which the proxy is given Provided that no intimation in writing of such death insanity revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
	Board of Directors
60.	1. Management of the Company and its Subsidiaries The provisions of this Article shall apply mutatis mutandis to the Company and each of the Subsidiaries and accordingly for the purpose of this Article, the term "Board" shall mean the board of directors of the Company and each of its Subsidiaries and the term "Company" shall include each of its Subsidiaries.The provisions of this Article 2 shall apply mutatis mutandis to the Company and each of the Subsidiaries and accordingly for the purpose of this Article 2 the term Board shall mean the board of directors of the Company and each of its Subsidiaries and the term Company shall include each of its Subsidiaries. The Company shall ensure, and the Promoter Group shall procure that the Company ensures, that the Investors shall each have the right to nominate at least 1 (one) director each in the Company and Bigtec on and after the Closing Date, in the manner set out in Clause 5.2. The provisions relating to the rights, obligations and exemptions provided to the Investors'

	Director(s) in this Part B of the Articles shall apply to all such nominee directors appointed in respect of Bigtec. 2The Board Subject to Applicable Law the rights and entitlements contained in the Articles and the Agreement including without limitation the affirmative voting rights of the Investors as set forth in Article 92 (Reserved Matters) read with Schedule 4 (Reserved Matters) the management of the Company affairs of the Company and Business shall be exclusively managed by the Board as per Applicable Law. The Board may exercise all powers of the Company and do all lawful acts and deeds as are permitted under Applicable Law and the constitutional Documents. The officers of the Company shall have the authority and responsibilities as delegated by the Board consistent with the Constitutional Documents and the Agreement. 3. The composition of the Board shall be determined in accordance with Applicable Law. The Board shall be reconstituted prior to filing of draft red herring prospectus with SEBI in connection with the IPO, to comprise of six directors being, (i) Sriram Natarajan, (ii) Dr. Chandrasekhar Bhaskaran Nair, (iii) Sangeetha Sriram, and (iv) three independent directors. Further, subject to Applicable Law, including the provisions of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, each of the Investors shall be entitled to nominate up to 1 (one) Director on the board of directors of the Company and Bigtec, until the Consummation of the IPO. The Investor Directors shall be non-executive Directors and shall be qualified only as the nominee Directors of the respective Investors who shall not be liable to retire by rotation. In the event that the Investor Directors are required to retire by rotation under Applicable Law, the Company, the Bigtec Founders and Key Shareholder Group shall ensure that such Investor Directors are reappointed at the same meeting of the Board in which their retirement is taken on record. The Investor Director(s) shall not be required to hold any qualification Shares. Notwithstanding the foregoing, the respective Investors may ask for removal, substitution or recall for any reason, of any of the Investor Directors recommended by such Investors (including on any Committees or Subsidiaries) and such Investor Directors shall be bound by such direction of removal, substitution or recall. The Key Shareholder Group and the Bigtec Founders agree and undertake to co-operate with the Investors in convening a meeting of the Shareholders to affect such removal and to vote in favour thereof, if so required. Notwithstanding anything to the contrary contained herein, after the Consummation of the IPO, subject to Applicable Law, including the provisions of

	the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Key Shareholder Group shall, on a best efforts basis, cause the Company and the Company shall undertake all acts necessary to facilitate including that the Company shall include necessary resolutions in the agenda for the first general meeting, to be held post consummation of the IPO, to provide a right to nominate up to 1 (one) Director on the Board to each of the Investors until such time that such respective Investor holds at least 8% of the Share Capital and amend the Articles of Association of the Company to incorporate the aforesaid right, it being clarified that any such rights shall be subject to receipt of approval by way of a special resolution of the shareholders of the Company, as required under Applicable Law. 4. Representation in Committees4.1 All Investor Directors shall be appointed or coopted as a member of each committee and sub-committee of the Board of the Company and the Subsidiaries that may be constituted in the future including but not limited to the audit committee credit committee ESOP committee management review committee compensation committee and remuneration committee (or by whatever name called) of the Company subject to the provisions of the Act (the Committees).4.2 The Investor Directors shall have the right to be voting members of all Committees.5. Alternate Director5.1 The Investors the Promoter Group and the Bigtec Founders each shall be entitled to appoint nominate a Person to be appointed as an alternate director to any of the Investor Directors and or the Promoter Directors and or the Bigtec Founders Director as the case maybe (Alternate Director) as per the Act. The Company shall ensure that such Alternate Director as nominated by the Investors the Bigtec Founders and the Promoter Group is appointed on the Board as per the Act. Provided however that Mr. Sriram Natarajan shall be one of the Key Shareholder 1 Directors and Mr. Chandrasekhar B. Nair shall be the Promoter 2 Director and resignation of Mr. Sriram Natarajan and or Mr. Chandrasekhar B. Nair from their directorship or appointment of any Alternate Director in their place on the Board shall only be with both the Investors Consent.5.2. Upon the appointment of the Alternate Director the Company shall ensure compliance with the provisions of the Act including by filing necessary forms with the relevant ROC or other relevant Governmental Authority as may be applicable. The Alternate Director shall be entitled to receive notice of a meeting of the Board or Committee sub-committee thereof along with all relevant papers in connection therewith in terms of this Article 5.2 and to attend and vote thereat in place of the original Existing Investor Director New Investor Director Key Shareholder 1 Directors Promoter 2 Director and or the Bigtec Founders Director and generally to perform all functions of the original Existing Investor Director New

	Investor Director Key Shareholder 1 Directors Promoter 2 Director and or the Bigtec Founders Director as the case maybe during his her absence.6. Appointment of an Observer6.1 The Investors shall also be entitled to nominate 1 (one) observer each on the Board and to all the Committees subject to the provisions of the Act (an Observer). It is hereby clarified that the Observers appointed in accordance with this Article 6 shall be part of all the Committees constituted by the Company in accordance with the Article and Applicable Law. The Observers shall have the right to receive notices of all meetings of the Board and the Committees thereof in the same manner as the Directors under the provisions of the Agreement and the Articles and shall have the right to attend all such meetings.6.2. It is hereby clarified that the Observers appointed pursuant to this Article 6 shall not be entitled to vote in any of the Board or Committee meeting.7. Removal of Directors 7.1 Any of the Investor Directors and or Promoter Directors and or Bigtec Founders Director shall not be Persons who are disqualified from being a Director as per Applicable Laws.7.2 Notwithstanding anything contained in Article 2 above no Pers n other than the Investors Promoter Group and Bigtec Founders as the case maybe shall have the power or right to remove and replace the respective Investor Directors and or the Promoter Directors and or Bigtec Founders Director as the case maybe.7.3 Any vacancy occurring with respect to the position of Investor Directors shall be filled only by another nominee specified by the respective Investor.
61.	The remuneration of the directors shall in so far as it consists of a monthly payment be deemed to accrue from day-to-day. In addition to the remuneration payable to them in pursuance of the Act the directors may be paid all travelling hotel and other expenses properly incurred by them in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company or in connection with the business of the company
62.	The Board may pay all expenses incurred in getting up and registering the company.
63.	The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
64.	All cheques promissory notes drafts hundis bills of exchange and other negotiable instruments and all receipts for monies paid to the company shall be signed drawn accepted endorsed or otherwise executed as the case may be by such person and in such manner as the Board shall from time to time by resolution determine
65.	Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

66.	Subject to the provisions of section 149 the Board shall have power at any time and from time to time to appoint a person as an additional director provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.
	Proceedings of the Board
67.	1 Meetings of the Board1.1 Subject to Applicable Law the Board shall meet at least once in every 120 (one hundred and twenty) days. Not less than 7 (seven) days advance notice in writing of every meeting of the Board shall be given to each of the Directors on the Board and or their Alternate Directors. The Board meeting may be called by giving a shorter notice with the consent of the majority of Directors including the written consent of the Investor Directors. Such notice shall be accompanied by an agenda setting out the business proposed to be transacted at the meeting of the Board. It is clarified that no matter in relation to the items specified in Article 92 -Schedule 4 (Reserved Matters) shall be included in the agenda of any meeting of the Board or the meeting of the Shareholders without both the Investors Consent.1.2 In the event that a meeting of the Board is not held during any such quarter any Director may call a meeting of the Board by giving 7 (seven) days prior notice to the other Directors. All notices for all meetings of the Board or any Committee thereof shall be in writing specifying the agenda and containing all relevant documents thereto and shall be sent to each of the Directors by speed post acknowledgement due and through email.1.3 The quorum for a meeting of the Board shall be 13rd (one third) of the total strength or 4 (four) Directors whichever is higher and shall mandatorily comprise of at least(a) 1 (one) Existing Investor Director(b) 1 (one) New Investor Director(c) subject to Article 2.2.5 1 (one) Key Shareholder 1 Director and(d) subject to Article 2.2.5 1 (one) Promoter 2 Director.Provided however that if quorum is not present for a meeting within 30 (thirty) minutes form the time when the meeting should have begun or if during the meeting there is no longer a quorum the meeting (Original Meeting) shall be adjourned and reconvened at the same place and time 7 (seven) days later or such shorter period as the majority of the Directors including Investor Directors agree with the same agenda. At the reconvened meeting the Directors present shall constitute the quorum in accordance with this Article 2.7.3 to the said meeting. Provided however that at such reconvened meeting no decision on the Reserved Matters as set out in Article 92 Schedule 4 (Reserved Matters) read with Article 4 can be passed approved or authorized unless prior Investors Consent has been obtained. If the Investor Directors or the Key Shareholder 1 Director and Promoter

	2 Director are not present or unable to attend the Original Meeting the Investors Consent and or the Promoter Group Consent as the case maybe shall be obtained before proceeding to conduct or initiate the Original Meeting.1.4 Subject to Applicable Law Directors or members of any Committee may participate in meetings of the Board or Committees through video conference or telephonic conference.1.5 The meetings of the Board shall be conducted in Bengaluru Karnataka or Salcete Goa or at any other place as maybe agreed between the Directors including at all times the Investor Directors.1.6 . Each Director shall have 1 (one) vote.1.7. The chairperson of the Board shall be the Director nominated by those Directors present and voting.1.8. The chairperson of the Board or of any Committee thereof shall not have a casting vote.2. Resolution by Circulation 2.1 No resolution shall be deemed to have been duly passed by the Board by circulation unless the resolution has been circulated in draft together with the necessary documents if any to all the Directors or members of the Committee and has been approved by the majority of the Directors in accordance with Article 67. 2.2 and Article 67. 2.3 as the case maybe below. Such draft of the proposed resolution must be circulated to every Director whether in India or overseas together with documents that maybe necessary to vote on such resolution.2.3 Subject to Article 60. 3.7 a resolution by circulation shall be approved by at least (i) 1 (one) Promoter 2 Director (ii) 1 (one) Key Shareholder 1 Director (iii) 1 (one) Existing Investor Director and (iv) 1 (one) New Investor Director (subject to compliance with the relevant requirements of the Act) to be considered valid and effective as a resolution duly passed at a meeting of the Board or Committee as the case may be called and held in accordance with the Agreement and the Articles. Provided however that if the proposed circular resolution relates to the Reserved Matters the Investors Consent shall be obtained.2.4 In the event the shareholding of any of Key Shareholder 1 or the Bigtec Founders respectively falls below 10 (ten percent) of the Share Capital the circular resolution shall be approved by the simple majority of Directors provided that the favourable vote of at least 1 (one) Existing Investor Director and 1 (one) New Investor Director shall be required for the circular resolution to be considered effective and valid.3. Expenses All Directors Alternate Director (if any) and the Observer shall be paid all out-of-pocket expenses(including travel boarding and lodging expenses) by the Company for attending any Shareholders meeting Committee meetings and Board meetings and any other reasonable expenses incurred by such Directors and the Observer in the course of fulfilling their duties and obligations as Directors or the Observer of the Company. The Observer the Investor Directors and the Bigtec Founder Director shall not be entitled to receive sitting fees.4. Conflicts of interest A Director must disclose (in writing and verbally) to all members of the Board any potential conflict of interest

	with respect to any matter to be decided by the Board immediately on such Director becoming aware of the conflict. Any decisions by the Board on such potential conflicts of interest shall be taken by the Board without the participation in discussions or voting of such Director disclosing the conflict save and except that the Board shall not take up any such matter or decision if it pertains to a Reserved Matter provided in 92. Schedule 4 (Reserved Matters) without the Investors Consent.5. Directors Liability Insurance The Company and the Material Subsidiaries shall obtain directors liability insurance (including for the Investor Director(s)) on terms satisfactory to the Investors and for an amount of Rs. 500000000 (Rupees Five Hundred Million) or such higher amount as may be determined by the Board per annum. The Investor Directors shall mandatorily be provided coverage under such insurance from the date of their appointment to the Board and including post retirement of such Investor Directors from the Board.6. No liability on Investor Directors6.1 The Company recognizes that the Investor Directors shall not have any day-to-day managerial powers and that they will not be whole time managing or executive directors of the Company and will not be held responsible for any default or failure of the Company in complying with the provisions of any Applicable Law. The Company shall assert such position in any notice reply litigation or other proceedings in which any liability is sought to be attached to the Investors and or the Investor Directors. 6.2 . The Investor Directors shall not be identified as or considered as an officer in default or occupier of any premises used by the Company or the officer in charge of managing affairs of the Company or an employer under Applicable Law by the Company. Further the Promoter Group and the Company undertake to ensure that the Investor Directors are not nominated as compliance officers occupiers and or employers and or persons-in-charge as the case may be and also ensure that the Investor Directors do not incur any liability for any default or failure of the Company in complying with the provisions of any Applicable Laws.6.3. In the event that any notices or proceedings have been filed against the Investor Directors by virtue of being Director(s) the Company and the Promoter Group shall take all necessary steps to ensure that name of such Investor Directors is excluded deleted and the charges proceedings against such Investor Directors are withdrawn and shall also take all steps to defend such Investor Directors against such proceedings and the Company shall pay all costs damages fines levies etc. that may be levied against such Investor Directors in such proceedings. The Investor Directors shall also be entitled to appoint any counsel at hisher own discretion to defend any proceedings instituted against the Investor Directors by virtue of being Directors of the Company. All reasonable expenses borne by the Investor Directors in this regard shall be borne by the

	Company. 7. Director Indemnification7.1 The Company shall indemnify defend and hold harmless the Investor Directors to the fullest extent against all Losses incurred by him by reason of the fact that such Investor Director is or was a Director of the Company or its Subsidiaries.7.2. If so requested by the Investor Directors and if the Investor Directors are required to pay the amount of any Losses incurred by the Investor Directors the Company shall advance the amount of such Losses by paying such Losses on behalf of the Investor Directors. In the event that the Company is restricted under Applicable Law from paying such Losses on behalf of the Investor Directors then the Company shall reimburse the Investor Directors for such Losses in a manner acceptable to the Investors.7.3 The rights of the Investor Directors hereunder shall be in addition to any other rights the Investor Directors may have under the Articles or otherwise. To the extent that a change in Applicable Law permits greater indemnification by agreement than would be afforded under the Articles it is the intent of the Parties that the Investor Directors shall enjoy by this Article the greater benefits so afforded by such change.7.4 The Investor Directors are expressly meant to be beneficiaries of this Article 67. 7.
68.	Save as otherwise expressly provided in the Act questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes the Chairperson of the Board if any shall have a second or casting vote.
69.	The continuing directors may act notwithstanding any vacancy in the Board but if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum or of summoning a general meeting of the company but for no other purpose.
70.	The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the directors present may choose one of their number to be Chairperson of the meeting.
71.	The Board may subject to the provisions of the Act delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.
72.	A committee may elect a Chairperson of its meetings. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the members present may choose one of their members to be Chairperson of the meeting.
73.	A committee may meet and adjourn as it thinks fit. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present

	and in case of an equality of votes the Chairperson shall have a second or casting vote.
74.	All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid or that they or any of them were disqualified be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
75.	Save as otherwise expressly provided in the Act a resolution in writing signed by all the members of the Board or of a committee thereof for the time being entitled to receive notice of a meeting of the Board or committee shall be valid and effective as if it had been passed at a meeting of the Board or committee duly convened and held.
76.	In case of a One Person Company where the company is having only one director all the businesses to be transacted at the meeting of the Board shall be entered into minutes book maintained under section 118 such minutes book shall be signed and dated by the director the resolution shall become effective from the date of signing such minutes by the director.
	Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
77.	Subject to the provisions of the Act A chief executive officer manager company secretary or chief financial officer may be appointed by the Board for such term at such remuneration and upon such conditions as it may think fit and any chief executive officer manager company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board A director may be appointed as chief executive officer manager company secretary or chief financial officer
78.	A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer manager company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as or in place of chief executive officer manager company secretary or chief financial officer.
	The Seal
79.	The Board shall provide for the safe custody of the seal. The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence

	Dividends and Reserve
80.	1. INFORMATION RIGHTS DIVIDEND POLICY AND OTHER COVENANTS1.1 The Company shall maintain true books and records of account in which full and correct entries shall be made of all its business transactions pursuant to a system of accounting established and administered in accordance with GAAP and shall set aside on its books all such proper accruals and reserves as shall be required under GAAP.1.2 The Company shall provide to the Investors such information as set forth in Schedule 5 (Information Rights).1.3 The Company shall provide such information as set forth in Schedule 5 (Information Rights)(a) to each of Key Shareholder 1 and Promoter 2 till such time they collectively hold at least 10 (ten percent) shareholding in the Share Capital on a Fully Dilutes Basis and (b) Bigtec Founder Director till the Bigtec Founders collectively hold at least 10 (ten percent) shareholding in the Company on a Fully Diluted Basis.1.4 Following Closing Date the Company shall give full access to the Investors and its Permitted Recipients and the Promoter Group (subject to Article 80 above) 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 action plans budgets and finances with the directors and executive officers of the Company upon 5 (five) Business Days notice. All costs incurred in connection with the inspections by the Investors shall be borne by the Company.2. Dividend Policy2.1 For the purpose of declaring dividend the Company shall formulate dividend policy in a form and manner agreeable to the Investors within 12 (twelve) months from the Closing Date which shall inter-alia provide that the Company shall in the form of dividend distribute all post-tax profits accruing in each Financial Year subject to the Applicable Law and the Company's financial requirements to carry out its Business.3. Other Covenants3.1 The Company shall and the Promoter Group shall cause the Company to 3.1.1 within 12 (twelve) months of the Closing Date formulate an employee stock option policy and create an employee stock option pool of up to 2.5 (two-point five percent) of the Share Capital. The eligibility criteria timing and extent of allotment shall be decided by Board from time to time with Investors Consent and3.1.2 appoint Ms Lorence Shankar Goa as the internal auditor of the Company for a tenure until March 31 2026.
81.	Subject to the provisions of section 123 the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
82.	The Board may before recommending any dividend set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall at the discretion of the Board be applicable for any purpose to which the profits of the

	company may be properly applied including provision for meeting contingencies or for equalizing dividends and pending such application may at the like discretion either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may from time to time thinks fit. The Board may also carry forward any profits which it may consider necessary not to divide without setting them aside as a reserve
83.	Subject to the rights of persons if any entitled to shares with special rights as to dividends all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid but if and so long as nothing is paid upon any of the shares in the company dividends may be declared and paid according to the amounts of the shares. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
84.	The Board may deduct from any dividend payable to any member all sums of money if any presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
85.	Any dividend interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or in the case of joint holders to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
86.	Any one of two or more joint holders of a share may give effective receipts for any dividends bonuses or other monies payable in respect of such share.
87.	Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
88.	No dividend shall bear interest against the company
	Accounts
89.	The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being directors. No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

	Winding up
90.	1. LIQUIDATION AND LIQUIDITY PREFERENCE1.1The Existing Investor and the New Investor shall be entitled to receive a liquidation liquidity preference amount (Liquidation Liquidity Preference Amount) under the following circumstances1.1.1 Existing Investor (a) Where a Liquidation Event has occurred in relation to the Company and (b) where a Liquidity Event has occurred in relation to the Existing Investor whether or not such Liquidity Event is also a Liquidity Event for the New Investor and1.1.2 New Investor Where a Liquidation Event has occurred in relation to the Company and (b) Where a Liquidity Event has occurred in relation to the New Investor whether or not such Liquidity Event is also a Liquidity Event for the Existing Investor.1.2 It is clarified for the avoidance of doubt that in no event shall any Investor have the right to seek Liquidation Liquidity Preference Amount pursuant to this Liquidation and Liquidity Preference as part of a transaction which entails Transfer of Investor Securities by one or both Investors only and neither of the Promoter Group (or any of them) and or Bigtec Founders (or any of them) as the case may be are Transferring Securities held respectively by them in such transaction.1.3 The Liquidation Liquidity Preference Amount which each Investor is entitled to receive in the circumstances set out in Article is computed as under hereinafter defined as the Existing Investor Preference Amount for the Existing Investor and the New Investor Preference Amount for the New Investor 1.3.1 If the Liquidation Event or a Liquidity Event occurs prior to April 1 2026(a) The Existing Investor Preference Amount shall be an amount which is the higher of (i) 1.5 (one point five) times the Existing Investor Total Investment Amount minus any amounts received by the Existing Investor pursuant to sale of any Existing Investor Securities prior to the Liquidation Event Liquidity Event and (ii) the Existing Investors share in a Liquidation Liquidity Event based on the Existing Investors shareholding in the Company on a Fully Diluted Basis on the date of Liquidity Event or Liquidation Event(b) The New Investor Preference Amount shall be an amount which is the higher (i) 1.5 (one point five) times the New Investor Total Investment Amount minus any amounts received by the New Investor pursuant to sale of any New Investor Securities prior to the Liquidation Event Liquidity Event and (ii) the New Investors share in a Liquidation Event Liquidity Event based on the New Investors shareholding in the Company on a Fully Diluted Basis on the date of Liquidity Event or Liquidation Event as the case maybe.1.3.2 If the Liquidation Event or a Liquidity Event occurs on or after April 1 2026(a) The Existing Investor Preference Amount will be the higher of (i) Existing Investor Put Option Consideration minus any amounts received by the Existing Investor pursuant to sale of any Existing Investor Securities prior to the Liquidation Event Liquidity Event and (ii) the Existing Investors share in a Liquidation Event Liquidity Event based on the Existing

	Investors shareholding in the Company on a Fully Diluted Basis on the date of Liquidity Event or Liquidation Event. Provided however where the Liquidation Event or a Liquidity Event with respect to the Existing Investor arises after the occurrence of a Company Promoter Group Event of Default (including an Investment Agreement Event of Default as defined under the Agreement) then the reference to the Existing Investor Put Option Consideration shall be replaced with the Existing Investor Default Put Option Consideration(b) The New Investor Preference Amount will be the higher (i) 1.5 (one point five) times the New Investor Total Investment Amount minus any amounts received by the New Investor pursuant to sale of any New Investor Securities prior to the Liquidation Event Liquidity Event and (ii) the New Investors share in a Liquidation Event Liquidity Event based on the New Investors shareholding in the Company on a Fully Diluted Basis on the date of Liquidity Event or Liquidation Event as the case maybe. Provided however where the Liquidation Event or a Liquidity Event with respect to the New Investor arises after the occurrence of a Company Promoter Group Event of Default (including an Investment Agreement Event of Default as defined under the Agreement) then the New Investor Preference Amount shall be an amount which is higher of limbs (i) and (ii) in this and two times the Fair Market Value of the New Investor Securities.1.4 Upon the occurrence of a Liquidation Event or a Liquidity Event (as the case may be) the proceeds realized by the Investors Bigtec Founders and Promoter Group from the occurrence of the relevant Liquidity Event or Liquidation Event shall be distributed in the following manner(i) First each Investor shall be entitled to receive consideration against Securities being sold or Transferred by them respectively under the Liquidity Event or Liquidation Event. (ii) If the proceeds received by the Investors under above Article are less than the Existing Investor Preference Amount or New Investor Preference Amount as the case may be the proceeds realized by the Bigtec Founders and Promoter Group from such Liquidity Event or Liquidation Event (Distributable Proceeds) shall be distributed in the manner detailed below such that the Existing Investor receives the Existing Investor Preference Amount and the New Investor receives the New Investor Preference Amount.(iii) The Distributable Proceeds shall be distributed amongst the Existing Investor and the New Investor. The amount payable shall be paid by the Bigtec Founders and Promoter Group. The liability of the Bigtec Founders and Promoter Group to pay the amounts shall not exceed the maximum amount set forth below. Further the amounts payable by the Bigtec Founders and the Promoter Group shall be paid strictly in accordance with the sequence of payments set out below 1.5 If the Liquidation Event or a Liquidity Event occurs prior to April 1 2026Investor Entitlement to Liquidation Liquidity Preference Amount and Maximum amount payable by Bigtec Founders and Promoter Group to be paid in the sequence given

	below i. First to the Existing Investor 1.5 times the Existing Investor Total Investment Amount minus the amount already received by the Existing Investor To be paid out of 100 (one hundred percent) of proceeds receivable by Bigtec Founders and Promoter Group in the following sequence First out of proceeds receivable by Bigtec Founders and Second out of proceeds receivable by Key Shareholder 1 and Promoter 2 in proportion to their inter-se shareholding in the Company. ii. Second to the New Investor 1.5 times the New Investor Primary Investment Amount minus the amount already received by the New Investor. To be paid out of 100 (one hundred percent) of proceeds receivable by Bigtec Founders and Promoter Group in the following sequence First out of proceeds receivable by Bigtec Founders and Second out of proceeds receivable by Key Shareholder 1 and Promoter 2 in proportion to their inter-se shareholding in the Company. The amounts contributed by the Bigtec Founders and Promoter 2 under (i) this sub-Article minus the amount that would have been contributed by Bigtec Founders and Promoter 2 under this sub-Article on a pro-rata basis of shareholding of Key Shareholder 1 Promoter 2 and Bigtec Founders and (ii) the previous leg of distribution to the Existing Investor i.e. sub- Article (i) is referred to as Key Shareholder 1 Make Good Contribution. iii. Third to the New Investor 1.5 times the Sale Consideration minus the portion of the amount already received by the New Investor under this Article towards the Sale Shares. To be paid out of 100 (one hundred percent) of proceeds receivable by Bigtec Founders and Promoter 2 and for Key Shareholder 1 to the extent specified below to be paid in the following sequence First out of proceeds receivable by Bigtec Founders and Second out of proceeds receivable by Promoter 2 and Key Shareholder 1 in proportion to their inter-se shareholding in the Company provided however that the maximum amount payable by Key Shareholder 1 towards the New Investor Preference Amount shall be equivalent to (A) 1.5 (one point five percent) of the equity value of the Company plus (B) Key Shareholder 1 Make Good Contribution. Where equity value of the Company is the full equity value of the Company basis which consideration is being paid or distributed in the Liquidation Event Liquidity Event. It is clarified that the exhaustion of the maximum liability of Key Shareholder 1 as set out above shall be without prejudice to the obligation of Promoter 2 to contribute up to 100 (one hundred percent) of the proceeds receivable by Promoter 2 towards satisfaction of the amounts due to the New Investor. It is further clarified that notwithstanding anything to the contrary there is no cap on the liability of Key Shareholder 1 to contribute proceeds receivable by Key Shareholder 1 towards the Existing Investor Preference Amount1.6 If the Liquidation Event or a Liquidity Event occurs on or after April 1 2026 Investor Entitlement to Liquidation Liquidity Preference Amount and the maximum amount payable by Bigtec Founders and Promoter Group towards the corresponding amount payable in To be paid in the

	sequence given below i.First to the Existing Investor 1.5 (one point five) times the Existing Investor Total Investment Amount minus the amount already received by the Existing Investor To be paid out of 100 (one hundred percent) of proceeds receivable by Bigtec Founders and Promoter Group to be paid in the following sequence First out of proceeds receivable by Bigtec Founders and Second out of proceeds receivable by Key Shareholder 1 and Promoter 2 in proportion to their inter-se shareholding in the Company.ii.Second to the New Investor 1.5 (one point five) times the New Investor Primary Investment Amount minus the amount already received by the New Investor To be paid out of 100 (one hundred percent) of proceeds receivable by Bigtec Founders and Promoter Group to be paid in the following sequence First out of proceeds receivable by Bigtec Founders and Second out of proceeds receivable by Key Shareholder 1 and Promoter 2 in proportion to their inter-se shareholding in the Company. The amounts contributed by the Bigtec Founders and Promoter 2 under (i) this sub-Article minus the amount that would have been contributed by Bigtec Founders and Promoter 2 under this sub clause on a pro-rata basis of shareholding of Key Shareholder 1 Promoter 2 and Bigtec Founders (ii) the previous leg of distribution to the Existing Investor i.e. sub-Article (i) and (iii) the next leg of distribution to the Existing Investor i.e. sub-Article (iii) is referred to as Key Shareholder 1 Make Good Contribution.iii.Third to the Existing Investor and New Investor simultaneously in proportion of the Existing Investor Preference Amount and New Investor Preference Amount remaining to be distributed after taking into account (a) all payments already received to the extent not already deducted under (i) above in relation to the Existing Investor and the amount already received by the New Investor towards the Sale Shares in relation to the New Investor and (b) all payments already received under sub-Article (i) above bythe Existing Investor and sub- Article (ii) above by the New Investor (Agreed Proportion).To be paid out of 100 (one hundred percent) of proceeds receivable by Bigtec Founders and Promoter 2 and for Key Shareholder 1 to the extent specified below which shall be paid to the Existing Investor and New Investor in the Agreed Proportion in the following sequence First out of proceeds receivable by Bigtec Founders and Second out of proceeds receivable by Promoter 2 and Key Shareholder 1 in proportion to their inter-se shareholding in the Company provided however that the maximum amount payable by Key Shareholder 1 towards the New Investor Preference Amount shall be equivalent to (A) 1.5 (one point five percent) of the equity value of the Company plus (B) Key Shareholder 1 Make Good Contribution. Where equity value of the Company is the full equity value of the Company basis which consideration is being paid or distributed in the Liquidation Event Liquidity Event. It is clarified that the exhaustion of the maximum liability of

	Key Shareholder 1 as set out above towards the New Investor Preference Amount New shall be without prejudice to the obligation of Promoter 2 to contribute up to 100 (one hundred percent) of the proceeds receivable by Promoter 2 towards satisfaction of the amounts due to the New Investor. It is further clarified that there is no cap on the liability of Key Shareholder 1 to contribute proceeds receivable by Key Shareholder 1 towards the Existing Investor Preference Amount.1.7 For the purpose of implementing the sequence of payments in the above table if only one of the Investors is entitled to receive Liquidation Event Liquidity Event because the relevant event does not constitute a Liquidity Event for the other Investor or New Investor . In the event that the New Investor has sold any New Investor Securities prior to the Liquidation Liquidity Event the balance New Investor Securities held by the New Investor shall be split between Subscription Shares and Sale Shares in the same proportion in which the New Investors holds Subscription Shares and Sale Shares as on the Closing Date.1.8 It is clarified for the avoidance of doubt that the amounts receivable by the Investors in any Liquidation or Liquidity Event shall in not event exceed the Existing Investor Preference Amount for the Existing Investor and the New Investor Preference Amount for the New Investor.1.9 In order to give effect to the rights of the Investors provided in this Liquidation and Liquidity Preference the Investors shall have the right to require the Promoter Group and Bigtec Founders to deposit all amounts received by them pursuant to the Liquidation Event or a Liquidity Event (as the case may be) in an escrow account opened with an escrow agent appointed with the Investors Consent in terms of an escrow agreement the details of which shall be mutually finalized with the Promoter Group (both Investors and the Promoter Group acting reasonably) prior to the appointment of the escrow agent. The escrow agent shall settle all amounts due and payable to the Investors (pursuant to the Liquidation Event or a Liquidity Event (as the case may be)) in the manner provide above and shall thereupon release any moneys payable to the Promoter Group and or Bigtec Founders only after all amounts receivable by the Investors under this Liquidation and Liquidity Preference are paid off in full.1.10 If for any reason whatsoever the proceeds of a Liquidation Event or a Liquidity Event (as the case may be) cannot be distributed in the manner set out in this Liquidation and Liquidity Preference upon the occurrence of a Liquidation Event or a Liquidity Event (as the case may be) the Parties hereto expressly agree that they shall do all such acts deeds and things as are permitted by Applicable Law to achieve the commercial effect intended by this Article Liquidation and Liquidity Preference.
	Indemnity
91.	• Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings whether civil

	or criminal in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal
	Others
92.	92.1 RESERVED MATTERS The provisions of this Article 4 shall apply mutatis mutandis to the Company and to each of its Subsidiaries. Accordingly for the purpose of this Article 92 the term Board shall mean the board of the directors of the Company and each of its Subsidiaries Notwithstanding anything to the contrary contained in these Articles if the Company or the Shareholders as the case maybe wish to take any action with respect to the matters listed in Article 92 (Reserved Matters) at any general meeting (if such matter requires the approval of the Shareholders in general meeting) or by way of postal ballot as maybe permitted under the Act or at any meeting of the Board or Committee (if such matters are delegated by the Board to such Committee) or by way of circular resolution as the case maybe or otherwise the Company shall obtain the Investors Consent without which the Company shall not be able to consider or approve any such action. If the Investors Consent is not obtained within the period of 30 (thirty) days from the date on which it is sought then the Investors Consent shall be deemed to have been refused. Notwithstanding anything to the contrary contained in this Agreement the rights of any Investor under the terms hereof to provide Investor Consent with respect to matters listed at item 5 of Article 92 (Reserved Matters) (where the Exit Option is an IPO consummated in accordance with Article 20) item 7 of Article 92 (Reserved Matters) (where the Exit Option is an IPO consummated in accordance with Article 20 item 9 of Schedule 4 (Reserved Matters) (where the Exit Option is an IPO consummated in accordance with Article 20) item 15 of Article 92(Reserved Matters) (where the Exit Option is an IPO consummated in accordance with Article 20) and item 38 of Article 92 (Reserved Matters) (for any Exit Option consummated in accordance with Article 92 (Exit Rights)) in Schedule 4 (Reserved Matters) shall not adversely affect and or prejudice the rights of the other Investor and or the obligations of the Company the Promoter Group and or the Bigtec Founders and no Investor Consent of such Investor shall be required under the terms of this Article (including Article 92(Reserved Matters) for implementing and consummating the relevant Exit Option as mentioned against the relevant Reserved Matter mentioned above in accordance with the provisions of Article 20(Exit Rights) and Article 90 (Liquidation and Liquidity Preference) of this Article and for taking any actions and or decisions in furtherance of the foregoing unless specifically provided for under the provisions of Article 20 (Exit Rights) and Article 90 (Liquidation and Liquidity Preference) 92.2 NON COMPETE Till the time the Investors continue to hold any Securities in the Company all individual members partners of Key Shareholder 1 undertake to the Investors to devote their substantial

	time and attention (as may be reasonably and prudently required in the conduct of the Business of the Company as being currently conducted) during Business Hours to the Business and managing operations of the Company and the duties of their association with the Company. Till the time the Investors continue to hold any Securities in the Company the Promoter 2undertakes to the Investors to devote their entire time and attention (as may be Reasonably and prudently required in the conduct of the Business of the Company as being currently conducted) during Business Hours to the Business and managing operations of the Company and the duties of their association with the Company. From the Closing Date and for so long as the Investors (and their Affiliates) remain Shareholders of the Company (Termination Date) the Promoter Group and the Bigtec Founder (and their Affiliates) shall not either solely or jointly with any Person directly or indirectly through or by way of partnership joint venture collaboration or otherwise do any of the following without the Investors Consent carry on be engaged in (including as consultant lender investor employee or advisor or otherwise) promote or partner in any business similar to the Business or the business of the Subsidiaries (Competing Business)solicit any customer of the Company and or the Subsidiaries to direct its purchase of the products of the Company and or the Subsidiaries to the Competing Business in competition with the Business or the business of the Subsidiaries solicit or attempt to influence any Director or any employees of the Company and or Subsidiary to leave the employment of the Company or the Subsidiary as the case may be or cause or permit any Person directly or indirectly under their Control to do any of therefore going acts or things. As the Promoter Group and or the Bigtec Founders (and their Affiliates) are in the course of their Directorship association likely from time to time to obtain knowledge of the 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 and or its Subsidiaries the Promoter Group and Bigtec Founders further undertake to the Company and the Investors that they shall not use (either personally or through an Affiliate or an agent or otherwise directly or indirectly) or (insofar as they can reasonably do so) allow to be used any Intellectual Property Rights of the Company and or any of the Subsidiaries any information of a secret or confidential nature relating to the Business or affairs of the Company or any Subsidiary or any trade name used by the Company or Subsidiary or any other name likely to be confused with such a trade name. Where any of the Promoter Group and or Bigtec Founders cease to hold Securities in the Company for the purposes of this Article the Business carried on by the Company or business carried out by any Subsidiary shall be deemed to be that carried on as at any time within the year ending on the

	Termination Date for the purposes of this Article the goods manufactured stored or sold or dealt in or services provided by and the customers of the Company shall be deemed to be those as at any time within the year ending on the Termination Date The Promoter Group and Bigtec Founders declare that as on the Execution Date they are not a member of the board of directors a partner or employee a shareholder nor do they hold any other office in any other company body corporate partnership or entity whether organized for profit or not in any Person engaged in the Competing Business. Any of the undertakings on the part of the Promoter Group and Bigtec Founders under this Article may be released either generally or in any particular case with the Investors Consent but not otherwise. Each covenant contained in each Article or paragraph above shall be and is a separate covenant by the Promoter Group and Bigtec Founders and shall be enforceable 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. The Promoter Group and Bigtec Founders (and their respective Affiliates) acknowledges that the restrictions on competitive activity set forth in this Article are mainly to secure to the Investors the benefits of this Article and to protect the value of the Company after the purchase by the Investors of the Securities as mentioned herein including the goodwill of the Company's business and the potential for expansion of that business. The Promoter Group and Bigtec Founders (and their Affiliates) acknowledges the breadth of the geographic scope of the Agreement but deems the investment by the Investors under the terms of the Agreement to be adequate consideration for the right to engage in a competitive business that he may be is foregoing under this Article and the Promoter Group admits and acknowledges that they have various other technologies and skill sets which if deployed by then after they ceases to be an employee or ceases to be associated with the Company would not result in their competing against the Company except as permitted under Article 92.The Promoter Group and Bigtec Founders (and their Affiliates) acknowledges and agrees that the covenants contained in Article 92 are no more extensive than is reasonable to protect the Investors as purchasers of Securities hereunder and to protect the Business. The Promoter Group and Bigtec Founders hereby acknowledges and agrees that the covenants contained in this Article shall apply mutatis mutandis to each partner of Key Shareholder 1 and shall be binding on each such partner of Key Shareholder 1 as if he were himself a member of the Promoter Group directly92.3 PROMOTER GROUP COVENANTS The provisions of Article 92 of the Agreement are incorporated by reference in this Article.92.4 EVENTS OF DEFAULT Company and Promoter Group Event of Default The events listed in Schedule of the Articles (Company

	Promoter Group Events of Default) shall be termed as Company Promoter Group Event of Default and the Company and the Promoter Group shall be referred to as the Defaulting Party. Without prejudice to the foregoing but subject to the provisions of clause of the Agreement in the event the Existing Investor exercises its right to invoke any Investment Agreement Event of Default (as defined under the Agreement) then such Investment Agreement Events of Default shall be treated as a Company Promoter Group Event of Default for the purposes of this Article and both the Investors shall have the right to claim the remedies and consequences under these Articles and the provisions of the Investment Agreement shall not apply. It is clarified for the avoidance of doubt that while the Existing Investor alone shall have the right to trigger and call upon the Investment Agreement Event of Default (as defined under the Agreement) however once the Investment Agreement Event of Default (as defined under the Agreement) is triggered by the Existing Investor both Investors shall have the right to claim remedies under these Articles. If Company Promoter Group Event of Default or any event has occurred which after the notice or lapse of time or both would constitute a Company Promoter Group Event of Default the Investors (or any of them) or the Defaulting Party as the case maybe shall forthwith give notice thereof to the other Party(ies) in writing specifying the nature of such Company Promoter Group Event of Default or of such event and the remedies that need to be taken to cure the same (Default Notice).The Defaulting Party shall have a period of 60 (sixty) days or such other mutually extended timeline from the date of issue of the Default Notice to cure the Company Promoter Group Event of Default to the satisfaction of the Investors (Rectification Period).If the Company Promoter Group Event of Default stated in the Default Notice is not cured within the Rectification Period each of the Investors shall at their option either jointly with the other Investor or independently on its own (as the case may be) without prejudice to the rights and remedies available to the respective Investors under the Transaction Documents and or under Applicable Law be entitled to exercise any or all of the rights (or a combination thereof) provided in Article by giving a notice in writing to the Defaulting Parties (Invocation Notice). It is hereby clarified for the avoidance of doubt that in case of a Company Promoter Group Event of Default which has not been cured in accordance with this Article and on issue of the Invocation Notice all rights of the Promoter Group and all obligations of the Investors under this Article (save for the obligation of the Investors to not Transfer their Securities to a Competitor) shall stand suspended and cancelled at the end of 30 (thirty) days from the Invocation Notice. It is further clarified that both the Existing Investor and the New Investor shall be severally entitled to the trigger the Company and Promoter Group Event of Default and

	provide Invocation Notice in accordance with the above however once any of the Investors have served the Invocation Notice the Company and Promoter Group Event of Default shall deemed to have occurred in respect of the other Investor as well and all rights under the terms of these Articles shall become exercisable by both the Investors in accordance with terms hereof. Consequences of Company Promoter Group Event of Default The provisions of clause above of the Agreement shall apply to this Article in the same manner as if all such provisions of clause of the Agreement are specifically contained in this Article. For avoidance of doubt clause of the Agreement shall be incorporated by reference in this Article. Consequences of Company Promoter Group Event of Default The provisions of Article 92 of the Agreement shall apply to this Article 92 in the same manner as if all such provisions of Article 92 of the Agreement are specifically contained in this Article 92. For avoidance of doubt Article 92 of the Agreement shall be incorporated by reference in this Article 92.92.5 CALL OPTIONThe provisions of clause of the Agreement shall apply to this Article in the same manner as if all such provisions of clause 92.5 of the Agreement are specifically contained in this Article For avoidance of doubt clause of the Agreement shall be incorporated by reference in this Article.92.6 GENERAL PROVISIONSNotwithstanding anything to the contrary contained herein it is understood and agreed that any and all rights of the Bigtec Founders under this Agreement shall be enforced only through Mr. Rohit M.A. (Bigtec Founders Representative). Each Bigtec Founder hereby authorises Bigtec Founders Representative to be their representative for giving and receiving notices in accordance with this Article under this Agreement and for executing all documents deeds and writings and for doing all acts and deeds pursuant to the provisions of this Agreement for and on their behalf. All actions and omissions by the Bigtec Founders Representative shall be binding on the Bigtec Founders. Each Bigtec Founder irrevocably agrees that all their rights of the Bigtec Founders shall be exercised by the Bigtec Founder Representative who shall be duly authorised to exercise such rights on behalf of each such Bigtec Founder. All obligations owed to the Bigtec Founders shall stand duly discharged by the performance or discharge of such obligations in favour of the Bigtec Founder Representative. If for any reason the Bigtec Founders Representative ceases to be able to act for the purposes of this Article 15 all Bigtec Founders acting unanimously shall immediately(a) irrevocably appoint a single substitute Bigtec Founders Representative and(b) notify the other Parties of the name relevant contact (where appropriate) and postal and email addresses of the substitute Bigtec Founders Representative92.7. Notices Method of service A notice given or to be given to a Party under or in connection with this Article (Notice) shall be in writing in the English language and(a) delivered personally by hand(b) if being sent to a destination within the same country by

	prepaid registered post and or recognized pre-paid courier service(c) if being sent to a destination overseas by international recognized prepaid airmail courier service(d) sent by email in which case the notice shall be in the form of an attached pdf file or other scanned image of an original communication that includes a handwritten signature and the accompanying email shall state that the attachment is Notice under this Article to the Party due to receive the Notice to its address or email address (as the case may be) and marked to the attention of the Person set out for such Party in Article 92.7 below or to an alternative address or email address specified by that Party by not less than 5 (five) Business Days written notice to each other Party received before the Notice is dispatched. A Party may change or supplement the addresses given above or designate additional addresses for purposes of this Article by giving the other Parties written notice of the new address in the manner set forth above.92.7.1 Deemed Service Notice is deemed to have been given (provided it has been sent in accordance with Article 15.2.18 above) (a) if delivered personally when left at the relevant address and upon provision of acknowledgement of receipt by a Person at the relevant address(b) if sent by post to a destination within the same country 5 (five) Business Days after sending it(c) if sent by airmail to a destination in a different country 10 (ten) Business Days after sending it and(d) if sent by email when sending is recorded on the senders computer unless the sender receives a message from its internet service provider or the recipients mail server indicating that it has not been successfully transmitted provided if the delivery or receipt is after 500 pm on a Business Day or on a day which is not a Business Day the notice is to be taken as having been received at 900 am on the next Business Day Provided further that in the event that a Party refuses delivery or acceptance of a Notice delivered in accordance with this Article (including under Article 92.7.1 (a) it shall be deemed to have been delivered at the time of such refusal provided there is evidence that the Notice was sent in accordance with this Article and that delivery was refused. Amendment No modification or amendment to these Articles and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by theParties.92.8 Relationship None of the provisions of these Articles shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.92.9 Assignment1. Subject to the provisions of this Article the Promoter Group and the Bigtec Founders shall not be entitled to assign or otherwise deal with this Article or any right under these Articles without the Investors Consent.2. The Investors shall be permitted to assign all its rights and obligations under these Articles without consent from any Party if such assignment

	is to an Affiliate of the respective Investors. Subject to Article 92.9 .2 and 92.9 .2 below the Investors shall be permitted to assign all their rights and obligations under these Articles to any party which acquires the Investor Securities. The Investors and acquirer of the Investor Securities shall be entitled to all the economic and other rights (including rights under this Article) linked to Securities of the Company held by each of them save and except that the right to (a) nominate and appoint the Investor Directors(s) (b) nominate and appoint the Observer (c) exercise the Reserved Matters (d) trigger an Exit Option in accordance with Article 41 shall be exercised either by the Investors or any one acquirer of the Investor Securities (and not severally by them or by multiple acquirers) as per their mutual inter se agreement.3. Notwithstanding anything to the contrary contained herein (a) the Liquidation Liquidity Preference Rights of the Investors contained in Article 41 (Liquidation and Liquidity Preference) (b) the rights of the Investors under 41 (Alternative Exit Options) as available to the relevant Investor are available to such Investor and its Affiliates (not being a successor fund) only and not to any third-party transferee of such Investor or any Affiliate of such Investor that is a successor fund.4. Notwithstanding anything to the contrary contained herein and subject to Article 92.9.3 above (a) all of the rights and obligations of an Investor under Article 41 (Secondary Sale) shall be assignable to any third party transferee who acquires all the Securities held by such Investor as of the Closing Date in one tranche provided however that the Secondary Sale Drag Along Right of any Investor under Article 41 shall not be assignable to any third party transferee in the event that the Investor transferring its Securities has exercised its rights to cause the Promoter Group or Bigtec Founders to transfer all or part of their Securities pursuant to Article 41 (Strategic Sale) Article 41 (Secondary Sale) or Article 41 (Exit Put Option) of this Article (b) in the event of any partial sale by any Investor to any third party transferee the rights of such Investor under Article 41 (Secondary Sale) shall not be assignable to such third party transferee and such third party transferee shall not be entitled to participate and sell the Securities held by such third party transferee in the Secondary Sale and (c) nothing contained in sub-Article(a) and (b) of this Article 92.9.4 0 shall prejudice the Liquidation Liquidity Preference rights of the Investor under Article 41 (Liquidation and Liquidity Preference) above and the rights of the Investors to require the Bigtec Founders and the Promoter Group to sell the Securities held by them in Secondary Sale as triggered and implemented in accordance with the provisions of Article 41 above. Construction of Documents Each Party represents warrants and acknowledges that it has read and understood the terms and conditions of these Articles and has sought necessary advise in relation to these Articles and that these Articles or any or other documentation will

	not be construed in favour of or against either Party due to that Partys drafting of such documents.92.9 Dispute Resolution 92.9.1 he Parties agree to negotiate in good faith to resolve any dispute between them regarding these Articles including any questions regarding its existence validity or termination (Dispute(s)) within 30 (thirty) days following delivery of a written notice requesting for such resolution. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the Parties within 30 (thirty) days following delivery of a written notice requesting for such resolution of such Disputes having arisen then the Disputes or differences shall be submitted to final and binding arbitration at the request of any of the disputing Parties upon written notice to that effect to the other disputing Parties. In the event of such arbitration a the arbitration shall be conducted in accordance with the arbitration rules of the Singapore International Arbitration Centre (SIAC) in force at the relevant time which rules are deemed to be incorporated by reference in these Articles b. all proceedings of the arbitration shall be in the English language and a written transcript of the proceedings shall be made and provided to the disputing Parties. The seat and venue place of arbitration shall be Bangalore as is mutually agreed amongst the disputing Parties c. all proceedings shall be conducted before a panel of 3 (three) arbitrators wherein 1st (one) arbitrator will be appointed by the claimant(s) to a Dispute the 2nd (second) arbitrator will be appointed by the respondent(s) to such Dispute and the 3rd (third) arbitrator will be appointed jointly by the other 2 (two) arbitrators. If the 2 (two) arbitrators appointed by the Parties cannot agree on the appointment of the third arbitrator the third arbitrator shall be appointed in accordance with the SIAC Rules d. judgement upon any arbitral award rendered hereunder may be entered in any courthaving jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement as the case may bee. the costs and expenses of the arbitration including the fees of the arbitration and the tribunal shall be borne equally by each Party to the Dispute or claim and each Party shall pay its own fees disbursements and other charges of its counsel except as may be determined by the arbitration tribunal. The tribunal would have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest if awarded until the actual payment of such amounts f. arbitration awards rendered shall be final conclusive and binding and shall not be subject to any form of appeal. The Parties shall be entitled (but not obliged) to enter judgment thereon in the court having jurisdiction g. each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under these Articles andh. Subject to the award of the arbitrators neither the existence of any Dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under these

	Articles. Subject to any award of the arbitrators the pendency of a Dispute in any arbitration proceeding shall not affect the performance of the obligations under these Articles.92.9.2 Notwithstanding anything to the contrary contained herein in the event that more than one Dispute arises in relation to the same or substantially similar set of facts controversy or claim (the Related Disputes) the Parties agree that all of the Related Disputes (if capable of being resolved through a single set of arbitral proceedings) shall all be resolved in a single arbitral proceeding and separate arbitral proceedings shall not be initiated with respect to each such dispute. In the event that separate arbitral proceedings are initiated with respect to Related Disputes it is the intent of the Parties that all such proceedings should be consolidated and resolved by a single arbitral tribunal.92.9.3 Nothing shall preclude a Party from seeking interim equitable or injunctive relief (including pursuant to Section 9 of the Arbitration and Conciliation Act 1996) to preserve such Partys rights including pre-arbitration attachments or injunctions from a court having jurisdiction to grant the same and judgment on any award passed pursuant to arbitration under Article 92.9.1 may be entered by any court of competent jurisdiction. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy for monetary Losses through the arbitration described in this Article 92.9.Governing Law and Jurisdiction This Agreement shall be governed in all respects by the laws of India. Subject to Article 92.9(Dispute Resolution) above the courts of Bangalore India shall have exclusive jurisdiction. For the avoidance of doubt no Party shall approach any other court in any jurisdiction to challenge whether the Parties may arbitrate any dispute claim or controversy arising out of relating to or in connection with these Articles. Each Party waives any objection to the exercise of jurisdiction by any of such courts and to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court. Most Favored Rights of Investors The Company shall not and the Promoter Group shall cause the Company not to provide offer to provide or entertain any proposal to provide any Person with rights in relation to the Company and or its Subsidiaries which are more favourable than those respectively provided to the Investors or issue any Securities on terms more favourable than those respectively offered to the Investors. Severability If any of the provisions of these Articles may be constructed in more than one way one of which would render the provision illegal or otherwise voidable or unenforceable such provision shall have the meaning that renders it valid and enforceable. The language of each provision of these Articles shall be construed according to its fair meaning and not strictly against any party. In the event any court or other Governmental Authority shall determine any provisions in these Articles is not enforceable as

written the Parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the Applicable Law and public policies of the jurisdiction in which enforcement is sought and affords the Parties the same basic rights and obligations and has the same economic effect as prior to amendment.In the event that any of the provisions of these Articles shall be found to be void but would be valid if some part thereof was deleted or the scope period or area of application were reduced then such provision shall apply with the deletion of such words or such reduction of scope period or area of application as may be required to make such provisions valid and effective provided however that on the revocation removal or diminution of the Applicable Law or provisions as the case may be by virtue of which such provisions contained in the Agreement were limited as provided hereinabove the original provisions would stand renewed and be effective to their original extent as if they had not been limited by the Applicable Law or provisions revoked. Notwithstanding the limitation of this provision by any Applicable Law for the time being in force the Parties undertake to at all times observe and be bound by the spirit of the Agreement. Waiver No failure or delay on the part of any of the Parties to these Articles relating to the exercise of any right power privilege or remedy provided under these Articles shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to these Articles nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in these Articles all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Applicable Law or in equity. SCHEDULE 2 LIST OF PROMOTER GROUP AND OTHER SHAREHOLDERS Part A List of the Promoter Group Key Shareholder 1Exxora Trading LLPH. No. 13 Sagar Society Dona Paula North Goa - 403004 IndiaAAG-1681Key Shareholder 1 Mr. Sriram Natarajan H. No. 13 Sagar Society Dona Paula North Goa - 403004 India ABZPN3553HKey Shareholder 1Mr. Shiva Sriram. No. 13 Sagar Society Dona Paula North Goa – 403004 India DCNPS8981NPromoter 2Mr. Chandrasekhar Flat no. 1802-A Salarpuria Luxuria 8th Main Malleswaram Bangalore 560 003 Karnataka India Bhaskaran NairAAJPN6500DKey Shareholder 1 and Promoter 2 are individually also referred to as the Promoter and collectively as the Promoter Group. Part B List of Bigtec Founders Mr.

Nileshwar Damodar Prabhu Flat number A 505 Century Celeste Apartments142 Jakkur Yelahanka Bangalore- 560064 Karnataka IndiaAANPP0335Q Mr. J Guru Dutt44 Chennamma Gardens Raghuvanahalli Bangalore 560 062AARPG2765PMrs. M.A. Usha Rani 170 Ashraya 18th Main 4th T Block Jayanagar Bangalore- 560041

	Karnataka IndiaAAAPU9563EMr. M.A. Rohit170 Ashraya 18th Main 4th T Block Jayanagar Bangalore- 560041 Karnataka IndiaADRPR3896HMr. M.A. Sharath170 Ashraya 18th Main 4th T Block Jayanagar Bangalore-Karnataka India 560041AKJPS8062PMr. Gopalakrishna Sampathgiri A21 Patterns Good Earth Malhar Kambipura Bengaluru 560074ABIPS1159DMr. Gopalkrishna Mangalore Kini Flat number-801 HRC Ananya Judicial Layout GKVK Post Bangalore 560065 Karnataka IndiaAAXPM4287APart C List of Other Shareholders Sujay Limited Co JTC Fiduciary Services (Mauritius) Limited Suite 2004 Level 2 Alexander House 35 Cybercity Ebene Mauritius091173Chewbacca Services Limited Co JTC Fiduciary Services (Mauritius) Limited Suite 2004 Level 2 Alexander House 35 Cybercity Ebene Mauritius090667Abdul Qadir Mohamed Theruvath Villa 4 Al Raabee 3 Street Al Barsha 2 Dubai United Arab EmiratesADAPA4732GShaheeda Abdul Kader Flat 1902 Murjan 2 Jumeirah Beach Residence Dubai United Arab EmiratesAOZPK4734QAnilkumar Agarwal House No-8 Bella Vista Colony Dona Paula North Goa Goa-403004 IndiaAFEPA7668FNarendrakumar Agarwal Flat No-1B 13031304 /Green Acres CHS Lokhandwala Complex Andheri (West)Mumbai-400053 Maharashtra IndiaADBPA6602NManojkumar Agarwal Flat No-3B 11031102 Green Acres CHS Lokhandwala Complex Andheri (West)Mumbai- 400053 Maharashtra IndiaACNPA0724Aashish Kacholia702B A-Wing Poonam Chamber Dr. Annie Beasant Road Worli Mumbai-400018 Maharashtra IndiaAADPK0757FVivek Devaraj3319 A Vallalar Street Uthandi Kanchipuram DT Chennai -600119 Tamil Nadu IndiaAABPV9979QDr. M. Ganesh Kamath211 Sri Krishna Krupa 3rd Cross Street CIT Colony Mylapore Chennai- 600004 TamilNadu IndiaAAOPK2062LJayanthi D. Prabhu Flat number A 505 Century Celeste Apartments142 Jakkur Yelahanka Bangalore- 560064 Karnataka IndiaACMPP4327KSangeetha M. Kini Flat number-801 HRC Ananya Judicial Layout GKVK Post Bangalore-560065 Karnataka IndiaAEKPK4041FSCHEDULE 3 SHAREHOLDING PATTERN OF THE COMPANY Part A Shareholding Pattern of the Company on Fully Diluted Basis as on Execution Date Exxora Trading LLP93952841.80Key Shareholder 1Chandrasekhar B. Nair and Anita Chandrasekhar1435946.39Promoter 2Total Promoter Group (Key Shareholder 1 and Promoter 2) 1083122 48.19 Promoter Group N. D. Prabhu 143688 6.39 Bigtec Founders J. Guru Dutt and Sandhya Guru Dutt 143594 6.39Bigtec FoundersM. A. Usha Rani 78923 3.51Bigtec FoundersM. A. Rohit 43894 1.95Bigtec FoundersM. A. Sharath 30844 1.37Bigtec Founders G. Sampathgiri and Jayshree Sampathgiri 143594 6.39Bigtec Founders G. M. Kini 143501 6.38Bigtec Founders Total Bigtec Founders 728038 32. 38S ujay Limited 26287 1.17Other Shareholders Chewbacca Services Limited 26287 1.17Other Shareholders Abdul Qadir Mohamed Theruvath 7067 0.31Other Shareholders Shaheeda Abdul Kader 14134 0.63Other

	Shareholders Anilkumar Agarwal 10254 0.46Other Shareholders Narendrakumar Agarwal 17152 0.76 Other Shareholders Manoj kumar Agarwal 6898 0.31Other Shareholders Ashish Kacholia 10750 0.48Other Shareholders Vivek Devaraj 7830 0.35Other Shareholders M. Ganesh Kamath 2595 0.12Other Shareholders Jayanthi D. Prabhu 93 0.00Other Shareholders Sangeetha M. Kini 93 0.00Other Shareholders Total Other Shareholders 129440 5.76Other Shareholders India Business Excellence Fund III 305720 13.60 Existing Investor G Shankar 1535 0.07 G Shankar Grand Total 2247855 100Part B Shareholding Pattern of the Company on Fully Diluted Basis as on Closing Date Exxora Trading LLP 929752 41.23 Key Shareholder 1Chandrasekhar B. Nair and Anita Chandrasekhar122197 5.42 Promoter 2Total Promoter Group (Key Shareholder 1 and Promoter 2)1051949 46.65 Promoter Group N. D. Prabhu 122291 5.42 Bigtec Founders J. Guru Dutt and Sandhya Guru Dutt 122197 5.42Bigtec FoundersM. A. Usha Rani 66081 2.93 Bigtec FoundersM. A. Rohit 39621 1.76Bigtec FoundersM. A. Sharath 26571 1.18Bigtec FoundersG. Sampathgiri and Jayshree Sampathgiri 122197 5.42Bigtec FoundersG. M. Kini 122104 5.41Bigtec FoundersTotal Bigtec Founders 621062 27.54 Bigtec FoundersIndia Business Excellence Fund III 305720 13.56 Existing Investor New Investor 202903 9 New Investor Investors 508623 22.56 Investors Sujay Limited 19327 0.86Other Shareholders Chewbacca Services Limited 19327 0.86Other Shareholders Abdul Qadir Mohamed Theruvath 4892 0.22Other Shareholders Shaheeda Abdul Kader 9784 0.43Other Shareholders Anilkumar Agarwal 9940.04Other Shareholders Narendrakumar Agarwal 1662 0.07Other Shareholders Manojkumar Agarwal 669 0.03 Other Shareholders Ashish Kacholia 7133 0.32Other Shareholders Vivek Devaraj 6330 0.28Other Shareholders M. Ganesh Kamath 1722 0.08Other Shareholders Jayanthi D. Prabhu 93 0.00Other Shareholders Sangeetha M. Kini 93 0.00Other Shareholders Total Other Shareholders 72026 3.19 Total Other Shareholders G Shankar 1535 0.07 G Shankar Grand Total 2255195 100SCHEDULE 4 Reserved Matters. The following matters shall be treated as Reserved Matters. reference to the term Company shall include its Subsidiaries1. approval of the Business Plan or any alteration in the Business Plan or any expansion plan2. approval of annual accounts of the Company3. any addition deletion to the off-balance sheet liability structure of the Company such as leasing drawing on bank guarantees etc.4. alter or change the rights preferences or privileges of the Investor Securities5. any changes to the Constitutional Documents or adopting further Constitutional Documents or passing resolutions which are inconsistent with its Constitutional Documents6. creation or incorporation of any new subsidiary(ies) joint ventures consortium partnership or any other action of similar nature7. changing the name or registered office of

	the Company8. any Related Party transactions which are existing as on the Execution Date or any amendments to the terms of transactions with any Related Parties9. any change in the issued subscribed or paid up equity or preference Share Capital of the Company or reorganization of the Share Capital of the Company including new issuance of Shares or other Securities of the Company or buy back 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 changes in class rights for Shares (directly or indirectly) or splitting or combining of any Shares10. reduce the Companys Share Capital or purchasing or redeeming its own Securities or any modification to the capital structure of the Company save and except in respect of Alternative Exit Options exercised by the Existing Investor and to be consummated in accordance with the provisions of this Article 11. any change in constitution number or structure of the Board12. any merger acquisition consolidation or merger strategic or financial alliances of the Company13. acquire or agree to acquire any share or other interest in any Person or other venture or acquire any business carried on by any Person or making any investment of any kind14. voluntary winding up of the Company15. listing of Shares on Recognised Stock Exchange16. declaration or distribution of dividend distribution of profits shareholder commission or otherwise other than dividend17. Any change in the statutory auditors and internal auditors18. Incurrence of Indebtedness of the Company or capital commitment and capital expenditure in excess of the amounts provided in the Business Plan approved by the Board of the Company for such relevant period or deviation of 10 (ten percent) other than as specified in the Business Plan19. guarantees and credit enhancements more than 10 (ten percent) (other than in the normal course of business) and entering into any derivative contracts which are not already incorporated in the annual budget approved by the Investors20. any transactions involving the sale acquisition creation of Encumbrance release of Encumbrance giving guarantees or indemnities creation modification or destruction of any assets of the Company in excess of Rs. 100000000 (Rupees One Hundred Million) (individually or in aggregate) of the written down value of the assets at the commencement of the respective Financial Year or as per Business Plan21. acquire any fixed asset or inventory of the Company in excess of Rs. 50000000 (Rupees Fifty Million) individually or in the aggregate22. write off debts or write down the value of any of the assets of the Company23. incurrence issuance assumption repayment or redemption of any form of Indebtedness in excess of Rs. 100000000 (Rupees One Hundred Million) (individually or in aggregate) other than as maybe specified in the Business Plan24. making any capital commitment pertaining to the Company in excess of Rs. 50000000 (Rupees Fifty Million) individually or in the aggregate25. any change in

	accounting policies practices or tax policies practices26. make or change any Tax election enter into any closing agreement settle or compromise any proceeding with respect to any Tax claim or assessment relating to the Company surrender any right to claim a refund of Taxes consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to the Company or submit any Tax return which is inconsistent with past practice or incur any liability for Tax other than in the ordinary and usual course of business 27. adopt or change accounting methods or practices other than as required by the IND-AS or revalue any of its assets including writing down the value of inventory or writing off notes or accounts receivable28. acquire transfer license Encumber or otherwise sale of any Intellectual Property Rights (including brands) of or used by the Company including entering into any licensing transfer or assignment arrangements29. any change in Business or commencement or acquisition of a new line of business or in any way undertaking any new business initiative related to the Business which does not fall within the scope of the Companys operations as per the Business Plan whether connected to the then business operations or otherwise30. entering into modification or termination of any material contract in existence or proposed to be entered into by the Company and including waiver of any material default under or in relation to the breach of any material contract other than in the Ordinary Course of Business or entering into any unusual or onerous contract31. commencement or settlementwithdrawal of litigation other than in the normal course of Business32. entering into any arrangement or settlement with the debtors or creditors other than in the Ordinary Course of Business33. appointment removal modification or any changes in the terms and conditions of employment of Key Management Persons and Directors of the Company34. approve amend or administer any ESOP policy35. any commercial arrangement between the Company or Promoter Group Bigtec Founders with any of its Subsidiaries36. grant any loan advance or capital contribution to any Person including the Promoter Group Bigtec Founders or their respective Affiliates37. incur or pay any management charges or making any other payments to the Promoter Group Bigtec Founders or their respective Affiliates38. appointment of Investment Banker for the purpose of Clause 11 (Exit Rights)39. fileinitiate any suit claim notice action litigation investigation or arbitration in the name of the Company against any Third Party40. the settlement or defence of any suit claim notice action litigation investigation or arbitration against any Third Party including without limitation any condemnation action pending or threatened against the Company by any Third Party41. any change in Financial Year of the Company42. any sale divestment or other disposal of any Securities held by the Company in any of its Subsidiary43. actions in breach of any obligation or in contravention of any Applicable Laws or any government or statutory order 44. vary

	terminate or serve any notice to vary or terminate or surrender or accept any surrender of the lease or license rights of the Company to any real estate properties or agree to any new rent or fee payable under any lease tenancy or licence and45. take or agree in writing or otherwise to take any of the actions described in the preceding provisions of this Schedule 4 or any other action that would prevent the Company from materially performing or cause the Company materially not to perform its covenants hereunder or that would prejudice the consummation of any of the transactions contemplated in the Transaction Documents SCHEDULE 5 INFORMATION RIGHTS Following the Closing Date the Company shall provide to the Investors and the Permitted Recipients and the Promoter Group such information as they may request including without limitation with respect to the Company and its Subsidiaries1. as soon as available but in any event within 90 (ninety) Business Days after the end of each Financial Year of the Company and its Subsidiaries a copy of the audited consolidated and standalone financial statements of the Company and its Subsidiaries (including the balance sheets) as at the end of such Financial Year (together with the auditors report) all such financial statements shall be complete and correct in all respects and shall be prepared in conformity with GAAP and applied on a consistent basis throughout the periods reflected therein except as stated therein2. as soon as available but in any event not later than 15 (fifteen) Business Days after the end of each quarter(a) the unaudited consolidated and stand-alone financial statements (including the balance sheets) of the Company and its Subsidiaries (including cash flow statements) as at the end of such quarter and(b) the quarterly operating statistics of the Company and Subsidiaries as at the end of such quarter3. as soon as available but in any event not later than 21 (twenty one) days after the end of each month (a) the un-audited consolidated and stand-alone financial statements (including the balance sheets) of the Company and its Subsidiaries as at the end of such month (b) the monthly operating statistics of the Company and its Subsidiaries as at the end of such month (c) monthly management review detailing key operational performance indicators in a form reasonably satisfactory to the Investors and (d) transactions with Related Parties (as defined under the Act)4. on an annual basis details of all transactions of the Company with Promoter Group and or Related Parties5. as soon as available but in any event 45 (forty-five) days before the commencement of the next Financial Year of the Company an annual operating budget of the Company and Business Plan for the succeeding Financial Year6. minutes of meetings of the Board its committees and the shareholders of the Company and its Subsidiaries within 15 (fifteen) Business Days of the occurrence of such meetings7. the management information system (MIS) on a monthly basis of the Company shall be in the format as mutually agreed between the Company the Investors and the Promoter Group8.

	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 holder9. promptly copies of all material documents and other material information regularly provided to or received from any Governmental Authority10. promptly on receiving any information or being notified about any complaint (including any adverse effect on any end consumer employee or third party) relating to any products supplied by the Company and Subsidiaries11. promptly of the happening of any death or serious injury of any employee or any other similar happening12. promptly of the happening of any event such as labour strikes lock-outs shut-downs fires or to damage or destruction to the buildings or other similar happenings13. 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 Company14. notification of any material violation of Applicable Law or regulation issued or threatened legal proceedings and any adverse event likely to impact the Company's and or any Subsidiary's compliance with the terms of these Articles15. quarterly update of the status of all Intellectual Property Rights applications filed by the Company and the Subsidiaries along with documents supporting such updates16. other relevant material information including capital expenditure budgets and management reporting information not set forth above17. execution or termination of any actual or proposed contract having a value equal to or greater than Rs. 50000000- (Rupees Fifty Million)18. termination and or resignation given by any significant employee of the Company and or the Subsidiary including Key Management Persons19. promptly the details of any Force Majeure Event or any other event which could have or result in Material Adverse Effect 20. in its quarterly Board meetings a compliance report comprising of the updates on the statutory compliances including provident fund employee state insurance corporation goods and service Tax and all foreign investment related compliances if any21. any other compliance updates that the Investors and or the Promoter Group may deem necessary provided that the costs incurred for preparing such compliance updates by the Company should they be significant will be discussed between the Company and the Investors22. all other information relating to the Business financial position business plans capital expenditure budgets and management reporting information as may be requested by the Investors and or the Promoter Group from time to time with reasonable notice to the Company23. any other information reasonably requested by the Investors and or the Promoter Group in respect of the Company and its Subsidiaries shall be provided promptly by the Company and24. the Company shall conduct quarterly

	business review and progress discussions with the Investors Promoter Group the Investors representatives and the management team of the Company. SCHEDULE 6 FORM OF DEED OF ADHERENCE This DEED OF ADHERENCE (Deed) is executed this day of by and between a company body corporate incorporated under the laws of having its registered office principal place of business at (the Transferee) and a company body corporate incorporated under the laws of having its registered office principal place of business at (the Transferor). WHEREASA. By a shareholders agreement dated (the Shareholders Agreement) between the Promoter Group Bigtec Founders the Investors and the Company agreed to a mutual distribution regulation of their rights and liabilities as shareholders of the Company. B. Article 92 and Article 92 of the Shareholders Agreement requires inter alia that concurrently with the Transfer of Securities by a Party (Transferor) to the Transferee and the Transferor shall as a condition of such Transfer to it execute this Deed and the Transferee be bound by the Shareholders Agreement. NOW THIS DEED WITNESSETH AS FOLLOWS1. Definitions and Interpretation Capitalized terms used but not defined in this Deed shall unless the context otherwise requires have the respective meanings ascribed thereto in the Shareholders Agreement.2. Undertakings Transferee hereby acknowledges that it has received a copy of and has read and understands the Shareholders Agreement and covenants agrees and confirms that it shall be bound by all provisions of the Shareholders Agreement as if it was an original party thereto including with respect to the rights and obligations of the Transferor or the Transferee may be entitled to contained therein and the Shareholders Agreement shall have full force and effect on it and shall be read and construed to be binding on it. The Transferee agrees and acknowledges that the rights and obligations which accrue to the Transferee pursuant to any acquisition of Securities shall subject to Clause new of the Shareholders Agreement be equivalent to and shall not be in excess of the rights which the Transferor would have had in relation to such Securities. Governing Law This Deed shall be governed by and construed in accordance with the Applicable Laws of India. The terms and conditions of the Shareholders Agreement in relation to the provisions regarding arbitration and other terms and conditions shall be deemed to have been incorporated in this Deed. SCHEDULE 7 COMPANY PROMOTER GROUP EVENTS OF DEFAULT The following events shall independently or together constitute a Company Promoter Group Event of Default1. a material breach under this Agreement or other Transaction Documents (which has not Been remedied within a period of 30 (thirty) days of occurrence to the satisfaction of the Investors) by the Company or the Promoter Group2. the finding of any audit or investigation by the Third Party independent agency which reveals that the affairs of the Company are conducted fraudulently and not in accordance with ApplicableLaw3. any Promoter

	being convicted for any offence involving moral turpitude deceit dishonesty orfraud4. fraud willful default or gross negligence by the Company or any member of the Promoter Group5. in the event the Promoter Group and the Bigtec Founders fail to honour the Exit Put Option in accordance with the terms of Article 416. any corporate action legal proceedings or other procedure or step is taken in relation toa) the suspension of payments a moratorium of any indebtedness winding-up dissolution administration provisional supervision or reorganisation (by way of in voluntary arrangement scheme of arrangement or otherwise) of the Company b) a composition compromise assignment or arrangement with any creditor of the Company c) the appointment of a liquidator receiver administrative receiver administrator compulsory manager provisional supervisor or other similar officer in respect of the Company d) enforcement of any security over any assets of the Company e) any insolvency liquidation bankruptcy or similar situation or proceeding in respect of the Company f) it is or becomes unlawful for the Company and or the Promoter Group to perform any of its obligations under the Transaction Documents org) any change in the management of the Company or take-over of the management of the Company by any Governmental Authority. SECTION A RIGHTS AND OBLIGATIONS OF PREVIOUS INVESTORS General Meetings of the Company Matters relating to general meeting notice for general meetings and quorum of general meetings of the Company shall be governed by this of these Articles and the Companies Act 2013 as amended from time to time. The Previous Investors shall be entitled to participate and vote on such matters as a right which has been provided to them under the Act. New Investors and IBEFs Drag Along Right on Previous Investors As a part of strategic sale of the Company exercise of drag along right by IBEF or the New Investor under the SHA (including upon occurrence event of default under the SHA as part of exercising its exit right under the SHA and or pursuant to any other event which entitles IBEF or the New Investor to exercise its drag along right under the SHA) IBEF or the New Investor as the case may be may require the Promoters and the Previous Investors to sell up to all of their Securities held by them in the Company on fully diluted basis to an acquirer under such strategic sale or an acquirer pursuant to such exercise of drag along rights by IBEF or the New Investor under the New Transaction Documents (the Acquirer). In such an event the Promoters shall be entitled to issue a notice to the Previous Investors requiring the Previous Investors to transfer free of encumbrances all and not less than all of the Securities held by the Previous Investors in the Company on fully diluted basis to the Acquirer in accordance with drag along notice duly issued by the Promoters. Upon receipt of such notice the Previous Investors shall transfer all the Securities held by the Previous Investor in the Company to the Acquirer. In this regard the Promoters and the Previous Investors shall provide appropriate instructions to their

	respective depository participant to give effect to such right of IBEF and or the New Investor. The Previous Investors shall be required to provide customary warranties and indemnities in respect of their title to the Securities held by them in the Company and they are transferring pursuant to this clause.92.10 Right of First Offer over Previous Investors Securities92.10.1 If at any time following the date of this letter any of the Previous Investors proposes to Transfer any of the Securities held by such Previous Investor (Sale Securities) such Previous Investor shall first offer the Sale Securities for purchase to IBEF and the New Investor in proportion to their pro-rata shareholding in the Company (Right of First Offer). In the event any of IBEF or the New Investor does not wish to acquire their respective portion of the Sale Securities (Balance Sale Securities) then such Balance Sale Securities can be acquired by the other party amongst IBEF and the New Investor who has elected to exercise the Right of First Offer and acquire its portion of the Sale Securities. If there are any Sale Securities that are not acquired by either IBEF and or the New Investor pursuant to this Article 4.1 then such un acquired Sale Securities shall be offered to the Promoters on the same terms and conditions as that of the offer made to IBEF and the New Investor. If neither IBEF the New Investor nor any of the Promoters agree to acquire any of the Sale Securities or if there are some Sale Securities that have not been acquired by IBEF the New Investor and or the Promoters then the Previous Investors shall be entitled to Transfer such remaining Sale Securities to a third party not being a Competitor (Proposed Transferee) on the same terms and conditions including price of such Sale Securities to be exercised in the manner set out herein below.92.10.2 The Previous Investors shall send a written notice (the Issue Notice) simultaneously to IBEF the New Investor and the Promoters which notice shall state (a) the number of Sale Securities proposed to be Transferred by them (b) the price per Sale Security at which it wants to sell the Sale Securities (Proposed Price) and (c) the terms and conditions of the sale of the Sale Securities if any.92.10 .3 Within a period of 30 (thirty) Business Days from the receipt of an Issue Notice (IBEF New Investor ROFO Period) IBEF and the New Investor shall have the right but not the obligation to either accept or reject through the delivery of a written notice to the Previous Investors and the Promoters (IBEF New Investor ROFO Reply Notice) to purchase up to all of the Sale Securities in proportion to their pro rata shareholding in the Company.92.10.4 If amongst IBEF or the New Investor one party accepts the Right of First Offer (ROFO Accepting Investor) and the other party does rejects the Right of First Offer or fails to deliver the IBEF New Investor ROFO Reply Notice (ROFO Rejecting Investor) as provided in subsection 2(c) above then the ROFO Accepting Investor may within 15 (fifteen) Business Days from the expiry of the IBEF New Investor ROFO Period (Balance ROFO Period) send a written notice to the Previous Investors electing to purchase all or part of the Balance Sale

	Securities at the same price and on the same terms as provided in the Issue Notice (Balance ROFO Acceptance Notice).92.10.5 If either IBEF and or the New Investor chooses not to exercise the Right of First Offer as provided in subsection (a) above or fails to deliver the IBEF ROFO Reply Notice to the Previous Investors and any Sale Securities remain available after the expiry of the Balance ROFO Period then the Promoters may within 15 (fifteen) Business Days from the expiry of the Balance ROFO Period send a written notice to the party electing to purchase all or part of the remaining Sale Securities at the same price and on the same terms as provided in the Issue Notice (Promoters ROFO Acceptance Notice).92.10.6 If IBEF New Investor or the Promoters as the case may be issues the IBEF New Investor ROFO Reply Notice the Balance ROFO Acceptance Notice or the Promoters ROFO Acceptance Notice as the case may be accepting to purchase all or part of the Sale Securities it shall specify a date for completion for purchase of Sale Securities which shall not be a date beyond 120 (one hundred and twenty) Business Days from the date of issue of IBEF New Investor ROFO Reply Notice or 120 (one hundred and twenty) Business Days from the date of issue of the Balance ROFO Acceptance Notice or 60 (sixty) Business Days from the date of issue of Promoters ROFO Acceptance Notice as the case may be subject to the Company having completed all conditions precedent if any required for completion of the sale purchase transaction. The Previous Investors selling the Sale Securities shall provide a full set of warranties and indemnities in relation to the title of its Sale Securities to the acquirer of the Sale Securities.92.10.7 In the event IBEF New Investor and the Promoters have rejected to purchase the Sale Securities and or not exercised their Right of First Offer the Previous Investors shall have the right to Transfer all and not less than all of the Sale Securities to the Proposed Transferee at the same terms and conditions as specified in the Issue Notice. If however the Previous Investors fail to consummate the Transfer of the Sale Securities to the Proposed Transferee pursuant to this Article 4 within a period 60 (sixty only) days from the date of the Issue Notice then the Previous Investors shall not be entitled to Transfer any of the Sale Securities without again complying with the provisions of these Articles.92.11 Right of First Offer92.11 .1 If at any time any of the Other Shareholders proposes to Transfer (Selling Shareholder) any of the Securities held by such Selling Shareholder (Sale Securities) the Selling Shareholder shall first offer the Sale Securities for purchase to the Investor and the New Investor in proportion to their pro-rata shareholding in the Company (Right of First Offer). In the event any of Investors does not wish to acquire its respective portion of the Sale Securities (Balance Sale Securities) then such Balance Sale Securities can be acquired by the other party between the Investor and the New Investor who has elected to exercise the Right of First Offer and acquire its portion of the Sale Securities. If there are any

	Sale Securities that are not acquired by either the Investor and or the New Investor pursuant to this Article 92.11.1 then such unacquired Sale Securities shall be offered to the Promoter Group and the Bigtec Founders on the same terms and conditions as that of the offer made to the Investor and the New Investor. If neither the New Investor nor any of the Promoter Group agrees to acquire any of the Sale Securities or there are some Sale Securities that have not been acquired by the Investors and or the Promoter Group and the Bigtec Founders then the Selling Shareholder shall be entitled to Transfer such remaining Sale Securities to a Third Party not being a Competitor (Proposed Transferee) on the same terms and conditions including price of such Sale Securities to be exercised in the manner set out herein below.92.11 .2 The Selling Shareholder shall send a written notice (the Issue Notice) simultaneously to the Investors and the Promoter Group and the Bigtec Founders which notice shall state the a) number of Sale Securities proposed to be Transferred by them b) price per Sale Security at which it wants to sell the Sale Securities (Proposed Price)c) identity of the Third-Party purchaser and d) terms and conditions of the sale of the Sale Securities if any.92.11 .3 Within a period of 30 (thirty) Business Days from the receipt of an Issue Notice (Investor ROFO Period) each Investor shall have the right but not the obligation to either accept or reject through the delivery of a written notice to the Selling Shareholder and the Company to purchase the Sale Securities in proportion to their respective shareholding in the Company on a Fully Diluted Basis viz-a-viz each other at the price and on the same terms and conditions (including the cash equivalent of any noncash consideration being offered to the Intending Transferee) as contained in the Issue Notice (Investor ROFO Reply Notice). It is hereby further clarified that in the event any Investor does not exercise its Investors Right of First Offer provided in this Article 92.11 .1(Non-Exercising Investor) the other Investor exercising its Right of First Offer shall have the right but not the obligation to buy the Non-Exercising Investors portion of the Sale Securities. Upon delivery of the Investor ROFO Reply Notice the Selling Shareholder shall be bound to sell and Transfer the Sale Securities to the Investor(s) who have issued the Investor ROFO Reply Notice within a further period of 60 (sixty) days or such extended period as may be necessary for obtaining any required regulatory approvals for the Transfer92.11 .4 If either or both the Investors choose not to exercise the Right of First Offer as provided in Article 92.11 .4 above or have failed to deliver to the Investor ROFO Reply Notice to the Selling Shareholder and any Sale Securities remain available after the expiry of the Balance ROFO Period then the Promoter Group and the Bigtec Founders may within 30 (thirty) Business Days from the expiry of the Investor ROFO Period send a written notice to the Selling Shareholder and the party electing to purchase all or part of the remaining Sale Securities at the same price and on the same terms as provided in the Issue Notice

	(Promoter Group and Bigtec Founders ROFO Acceptance Notice).92.11 .5 If the Investors or the Promoter Group as the case may be issues the Investor ROFO Reply Notice or the Promoter Group and Bigtec Founders ROFO Acceptance Notice accepting to purchase all or part of the Sale Securities it shall specify a date for completion for purchase of Sale Securities which shall not be a date beyond 120 (one hundred and twenty) Business Days from the date of issue of Investor ROFO Reply Notice or Promoter Group and Bigtec Founders ROFO Acceptance Notice as the case may be subject to the Company having completed all conditions precedent if any required for completion of the sale purchase transaction. The Selling Shareholder selling the Sale Securities shall provide a full set of warranties and indemnities in relation to the title of its Sale Securities to the acquirer of the Sale Securities.92.11 .5 In the event the Investors the Promoter Group and Bigtec Founders have rejected to purchase the Sale Securities and or not exercised their Right of First Offer the Selling Shareholders shall have the right to Transfer all and not less than all of the Sale Securities to the Proposed Transferee at the same terms and conditions as specified in the Issue Notice. If however the Selling Shareholder fail to consummate the Transfer of the Sale Securities to the Proposed Transferee pursuant to this Article 92.11 .6 within a period 60 (sixty) days from the date of the Issue Notice then the Selling Shareholder shall not be entitled to Transfer any of the Sale Securities without complying with the provisions of this Article92.11.Transfer to a Competitor Notwithstanding anything contained in Article 92.11 the Other Shareholders shall not at any time be permitted to Transfer the Securities held by them to a Third Party which is a Competitor without the consent of (a) the Promoter Group (b) the Investor and (c) the New Investor. Drag Along Right Upon occurrence of any of a Strategic Sale under the Investment Agreement Investor Drag Events) the Investor(s) shall be entitled to require the Other Shareholders to Transfer all or part of the Securities held by each of the Other Shareholders in the Share Capital in accordance with the relevant provisions of the Investment Agreement.92.12. SCHEDULE 1 LIST OF PROMOTER GROUP BIGTEC FOUNDERS AND OTHERSHAREHOLDERS Promoter Group Exxora Trading LLPH. No. 13 Sagar Society Dona Paula North Goa Goa-403004 IndiaAAG-1681Mr. Sriram Natarajan H. No. 13 Sagar Society Dona Paula North Goa Goa-403004 IndiaABZPN3553HMr. Shiva Sriram H. No. 13 Sagar Society Dona Paula North Goa Goa-403004 IndiaDCNPS8981NMr. Chandrasekhar Bhaskaran Nair Flat no. 1802-A Salarpuria Luxuria 8th Main Malleswaram Bangalore 560 003 Karnataka IndiaAAJPN6500DList of Other Shareholders Sujay Limited Co JTC Fiduciary Services (Mauritius) Limited Suite 2004 Level 2 Alexander House 35 Cybercity Ebene Mauritius830158900000496Chewbacca Services Limited Co JTC Fiduciary Services (Mauritius) Limited Suite 2004 Level 2 Alexander House 35 Cybercity

	Ebene Mauritius 830158900000485Anilkumar Agarwal House No-8 Bella Vista Colony Dona Paula North Goa Goa-403004 IndiaAFEPA7668FNarendrakumar Agarwal Flat No-1B 13031304 Green Acres CHS Lokhandwala Complex Andheri (West)Mumbai- 400053 Maharashtra IndiaADBPA6602NManojkumar Agarwal Flat No-3B 11031102 Green Acres CHS Lokhandwala Complex Andheri (West) Mumbai-400053 Maharashtra IndiaACNPA0724Aashish Kacholia702B A-Wing Poonam Chamber Dr. Annie Beasant Road Worli Mumbai-400018Maharashtra IndiaAADPK0757FVivek Devaraj 3319 A Vallalar Street Uthandi Kanchipuram DT Chennai -600119 Tamil Nadu IndiaAABPV9979QDr. M. Ganesh Kamath 211 Sri Krishna Krupa 3rd Cross Street CIT Colony Mylapore Chennai- 600004 Tamil Nadu IndiaAAOPK2062LJayanthi D. Prabhu Flat number A 505 Century Celeste Apartments142 Jakkur Yelahanka Bangalore- 560064 Karnataka India ACMPP4327KSangeetha M. Kini Flat number-801 HRC Ananya Judicial Layout GKVK Post Bangalore-560065 Karnataka IndiaAEKPK4041F

*** ***The conversion of company from private limited to public limited was approved vide special resolution passed at the Extra ordinary General meeting held on Friday, November 22, 2024, which is subject to the approval of the ROC, GOA***

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of these **ARTICLES OF ASSOCIATION.**

Signatures, Names, Address Descriptions and Occupation of Subscribers	Signature, Name, Address Description and Occupation of Witness
DEEPAK G. TRIPATHI S/o. GURUSHANKAR TRIPATHI C-1 GITANJALI, REGO BAGH, ALTO SANTACRUZ, BAMBOLIM COMPLEX POST OFFICE, GOA - 403 202 OCCUPATION : BUSINESS **DR. VINAYAK K. NAIK** S/o. KASHINATH NAIK A-3/B-3, GITANJALI, REGO BAGH, ALTO SANTACRUZ, BAMBOLIM COMPLEX POST OFFICE, GOA - 403 202 OCCUPATION : BUSINESS N. SRIRAM S/o. S. NATARAJAN NO. 13, SAGAR SOCIETY, DONA PAULA, GOA OCCUPATION : BUSINESS	**SHANKAR D. KURTAKOTI** S/o D. KURTAKOTI FLAT NO. B-11, B BLOCK, SHAR-N-SORAI APTS, V.V. ROAD, MARGAO, GOA – 403 601 OCCUPATION : CHARTERED ACCOUNTANT

Date : 10 th Day of October, 2000.
Place : Panaji, Goa.

MOLBIO DIAGNOSTICS PRIVATE LIMITED GOA

Darshan Kandlar
Company Secretary

MEMORANDUM OF ASSOCIATION[1]
OF
MOLBIO DIAGNOSTICS LIMITED [2]
COMPANY LIMITED BY SHARES

1. **The name of the Company is MOLBIO DIAGNOSTICS LIMITED [3]**

2. **The Registered Office of the Company will be situated in the State of Goa.**

3.

(a) The objects to be pursued by the company on its incorporation are:

(1) To manufacture, purchase, sell or otherwise transfer, lease, import or export, hire, licence, use, dispose of, design, acquire, market or generally dent in any type of diagnostics, diagnostic instruments, laboratory reagents, laboratory instruments, molecular biology, DNA based diagnostic, Bio therapeutics and any product or materials or articles used in connection therewith.

(2) To render technical assistance and services In India and abroad in the fields of diagnostics and reagents manufacture, including the establishment of laboratories for such purposes.

(b) Matters which are necessary for furtherance of the objects specified in clause 3(a) are:

(3) To acquire and undertake the whole or any part of the goodwill, business, concern, undertaking, property, rights assets and liabilities of any person, firm, association, society, company or corporation carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purpose of this Company and to pay for the same by shares or debentures of this Company or by cash or otherwise, or partly in one way and partly in another or others, and to conduct, expand and develop or wind up and liquidate such business and to purchase and take steps for the acquisition of existing and new licences in connection with any such business.

(4) To form, establish, promote, subsidies, aid, acquire, organize or be interested in any other company or companies, syndicate or partnership for the purpose of acquiring all or any of the undertaking, property and liabilities of the Company or of any share therein by way of exchange forits shares or otherwise.

(5) To enter into partnership or into any agreement for sharing profits, union of interest, co-operation, Joint venture, reciprocal concession,

[1] Memorandum of Association of the company was adopted pursuant to members' resolution passed at Extra Ordinary General Meeting of the company Held on Thursday, September 5, 2024

[2] The conversion of company from private limited to public limited was approved vide special resolution passed at the Extra ordinary General meeting held on Friday, November 22, 2024, which is subject to the approval of the ROC, Goa

[3] Same as point number 2

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Darshan Kandlar
Company Secretary

licence or otherwise, with any person, firm, association, society, company or corporation carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in and to give any person, firm or company, special rights, licences and privileges in connection with the above.

(6) To take or otherwise acquire and hold, sell exchange, mortgage, charge or otherwise deal with shares or stock of any other Company having objects altogether or in part similar to those of the Company.

(7) To amalgamate with any other Company having objects altogether or in part similar to those of the Company or otherwise.

(8) To take, purchase, subscribe for or acquire by exchange or otherwise and to hold or deal in any shares (whether fully or partly paid), stock, debentures, debenture stock, obligations or other securities in or of any other company or which are issued by any authority whether Sovereign, Governmental , Corporate, Municipal Local or otherwise, in India or elsewhere and to cause the same or any of them to be vested in or held by a nominee or nominees for and on behalf of the Company and upon a distribution of assets and division of profits to distribute any share, stock, debentures, debenture stock, obligations or other securities amongst the members of the Company, in specie, which shall not amount to a reduction of the capital of the Company.

(9) To enter into negotiations with companies and other persons and acquire by grant, purchase, lease, barter, licence or otherwise, other rights and benefits and to obtain financial and/or technical collaboration, technical information, know how and expert advice for the conduct of the Company's business,

(10) To apply for, purchase or otherwise acquire and protect prolong and renew, whether in India or elsewhere, any patents, patent right, brevets d'invention, recipes, formulae, licences, concessions, trademarks, designs and the like conferring any exclusive or non-exclusive or limited right of use, or any secret or other information as to any invention, process or privilege which may seem capable of being used for any of the purposes of the Company, and to use, exercise, develop, manufacture under or grant licences or privileges in respect of or otherwise to turn to account the property, rights or Information, use or licence so acquired and to subsidise, to take part in or assist in any experiments, investigations and researches likely to prove beneficial to the Company,

(11) To purchase, take in exchange or on lease, rent, hire, lease out, occupy, allow to be occupied or otherwise and use any freehold, leasehold or other immoveable property and any lands, offices, buildings, premises, works, plant and machinery or other rights or interests in any land, buildings and premises or any other immoveable or moveable, real or personal property or right which the Company may think necessary or convenient for the purpose of its business, and as to any real property, either in consideration of a gross sum or of a rent charged in cash, services, or kind or on perpetual lease rent or partly in one way and partly in another or others .

(12) On any land or waterways purchased leased or otherwise acquired to erect, build, construct, improve, maintain, develop, alter, enlarge, pull down, replace, work or manage any buildings, houses, mills, factories,

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Darshan Karekar.
Company Secretary

works, engine houses, boiler houses, shops, workshops, offices, warehouses, show-rooms, refreshment rooms, lavatories and other conveniences, cottages and any other buildings with engines, boiler lights and power generating plant and other fixtures and fittings and apparatus for working and turning machinery and for the comfort and accommodation of working people and roadways, railway and tramway branches or sidings and other works and conveniences which may seem calculated directly or indirectly to advance the company's interest arid to contribute to, subsidise, or otherwise assist or take part in the construction, improvement, maintenance, working management carrying out or control thereof.

(13) To improve, manage, develop, mortgage, charge, sell, transfer, exchange, lease, under-lease, surrender of otherwise deal with, dispose of or turn on account, all or any part of the business, immoveable or moveable property, rights and effects for the time being of the Company in such manner, on such terms for such purposes as the Company may think fit and as to any sale of real property either in consideration of a gross sum or of a rent or otherwise and to sell, transfer or dispose of the whole undertaking of the Company or any part thereof, for cash or such other consideration as the Company may think fit, and in particular for shares, debentures or securities of any other Company having objects altogether or in part similar to those or the Company or otherwise.

(14) To borrow, raise and secure the payment and repayment of money for any of the purposes of the Company's business or otherwise, in such manner as the Company shall think fit and in particular, by the issue of redeemable preference shares, mortgage debentures or debenture stock, perpetual or otherwise and issuable or payable at par, or at a premium or discount and repayable by periodical drawings or otherwise, to bearer or otherwise, charged upon all or any of the Company's undertaking and/or property (both present and future and moveable or immoveable) or by other obligations or securities of the Company or by mortgage or charge on all or any part of the property of the Company present and future, moveable or immoveable including its uncalled capital or without any charge, and to purchase, redeem or pay off, cancel and discharge any such securities.

(15) To receive money on deposit from and to lend moneys to any person, firm, association, society, company or corporation at interest or otherwise and on such terms and on such security as may seem expedient or without any security and in accordance with and so far as allowed by law and in particular to members or customers and others having or likely to have dealings with the Company, provided that the Company shall not carry on any banking business as defined by Banking Regulation Act,1949.

(16) To draw, make, accept, endorse, discount, execute, retire, discharge, negotiate , issue and honour bills of exchange ,cheques, promissory notes, bill of lading, dock and ware house warrants, rail receipts, air and/or motor way bills and other negotiable, semi-negotiable or transferable instrument or securities.

(17) To open and operate current, overdraft, loan, cash credit, or deposit account or accounts with any bank, company firm or person.

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Darshan Karekar
Company Secretary

(18) To lend out, deposit, invest and deal with the surplus moneys of the Company not immediately required with or without interest or security, in such manner and upon such terms as may from time to time be determined by the Directors.

(19) To incur debts and obligations for the conduct of any business of the Company and to purchase or hire goods, materials or machinery on credit or otherwise for any business or purpose of the Company.

(20) To guarantee the payment of money, unsecured or secured by or payable under or in respect of bonds, debentures, debenture- stocks, contracts, mortgages, charges, obligations and other securities of any company or of any authority, Central, State, Municipal, Local or otherwise or of any person whomsoever, whether incorporated or not and generally to transact all kinds of guarantee business, to guarantee the issue of or the payment of interest on debentures, debenture-stocks or other securities or obligations of any company or association, and to pay or provide for brokerage, commission and under-writing in respect of any such issue.

(21) To establish, maintain and conduct or discontinue or close agencies and branches and appoint representatives, agents, stockists, distributors, dealers and brokers in any part of the world for the conduct of the business of the Company or for the purchase, sale, exchange or hire either for ready delivery or future, all types of machinery, merchandise, commodities, goods, wares, materials, produce, products, articles and things required for, dealt in or at the disposal of the Company and to carry on business as general sales and handling agents and contractors in the course of the business of the Company.

(22) To employ or otherwise appoint technical experts, doctors, scientists, skilled, semi-skilled and unskilled labour for any of the purposes of the business of the Company.

(23) To establish, provide ,maintain and conduct or otherwise subsidise research laboratories, experimental stations, workshops and libraries for scientific, industrial and technical researches experiments and tests of all kinds and to undertake and carry out research and investigations, to process, improve and invest new and better techniques and methods of manufacturing any products and improving or securing any process or processes, patent or patents copy- rights which the Company may acquire or deal with and to promote studies, researches, surveys and investigations, both scientific and technical, by providing, subsidising, endowing or assisting laboratories, schools, colleges, universities, workshops, libraries, lectures, meetings, exhibitions and conferences and by providing for the remuneration of scientists, scientific or technical personnel or teachers research workers and inventors or otherwise generally to encourage, promote and reward studies, researches, experiments, tests and inventions of any kind which may be considered likely to assist any of the business of the Company.

(24) To adopt such means of making known any goods and products dealt in by the Company and the services provided by the Company as may seem expedient, to purchase and exhibit works of art or interest, to

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Darshan Kanekar
Company Secretary

register and establish and protect trade marks to publish books and periodicals, to grant prizes and awards and to participate in national and international exhibitions and in other similar manner.

(25) To continue, establish and support or aid in the establishment or support of co- operative societies, associations and other institutions, funds, trusts, amenities and conveniences and at its discretion to grant bonuses, pensions and allowances and to make payment towards insurance and to subscribe or guarantee money for charitable or benevolent objects, also to remunerate by cash or other assets or by the allotment of shares credited as fully or partly paid up or in any other manner (so far as by law allowed) any party for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of any of its business.

(26) To donate, contribute, subscribe, promote, support or aid or otherwise assist or guarantee money to any charitable, benevolent, religious, scientific, national, public or other institutions, funds or objects or for any exhibitions or for any public, general & other object and to become a member of any business, trade, commercial and /or industrial association, institution or organization for promotion of the Company's interest or otherwise.

(27) To provide for the welfare of any of the employees or past employees of the Company including Directors or ex-Directors and the wives, widows, families, dependants or connections of such persons by grants of money, donations, allowances, bonuses or other payments from time to time or by creating and from time to time subscribing to provident and other funds, institutions, associations or trusts, and by providing, subscribing or contributing towards places of recreation schools and other educational institutions, hospitals, dispensaries, medical and other attendances or building of dwelling houses or quarters or in similar other manner as the Company may think fit.

(28) To create any Depreciation fund, Reserve fund, Sinking fund, Insurance fund or any other Special fund, whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for any other purpose conducive to the interests of the Company.

(29) To place to reserve or to distribute as bonus-shares among the members, or otherwise to apply as the Company may from time to time think fit, any moneys received by way of premium on shares or debentures issued at a premium by the company and any moneys received in respect of dividends accrued on forfeited shares and moneys arising from the sale by the Company of forfeited shares.

(30) Subject to the provisions of the Companies Act, 1956, to distribute among the members in specie or kind or to gift in favour of any person, firm, body corporate or institution, any property of the company in the event of winding up.

(31) To refer any claims, demands, disputes or any other question by or against the Company or in which the Company is interested or concerned and whether between the Company and the member or

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Darshan Karkar
Company Secretary

members or his or their representatives or between the Company and third parties to arbitration in India or at any place outside India and to observe, perform and to do all acts, deeds, matters and things to carry out or enforce the awards.

(32) To pay all or any expenses incurred in connection with the formation, promotion or incorporation of this Company or any other Company or of and incidental to the winding up of Company the whole or part of the property whereof is acquired by this Company.

(33) To procure the incorporation, registration or other recognition of the Company in any Country, State or place and to establish and regulate agencies for the purpose of the Company's business and to apply or join in applying to any parliament, Local Government, Municipal or other authority or body for any rights or privileges that may seem conductive to the Company's objects or any of them and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(34) To do all or any of the above things in all or any of the states in India and /or in any part of world and either as principal, agents, contractors, trustees or otherwise and or by through trustees, attorneys, agents or otherwise and either alone or in conjunction with others and to do all such other things as or incidental or conductive to the attainment of the above objects or any of them.

(35) To manufacture, produce, buy, sell, import, export, process and otherwise deal in medical, anatomical, orthopeadic, prosthetic, prophylactic, hospital aids and appliances, instruments, whether surgical, scientific , mathematical, industrial, surveying and drawing instruments or otherwise, appliances, equipments of all kinds including weighing machines and devices for measuring , indicating, recording and regulating pressure, temperature, rate of flow and levels as well as other items , products, goods, material and things, produced manufactured, utilized or required in miscellaneous mechanical and engineering industries including plastics injection and /or moulded goods and the like.

(36) To carry on the business of manufacturers, buyers, sellers, exporters and importers, and dealers in paper of all kinds , and articles made from paper or pulp and materials used in the manufacture or treatment of paper including cardboard, mill board, packing paper, and wall and ceiling papers.

(37) To carry on the business of manufacturers, makers of buyers, sellers, exporters, importers, and dealers in and to obtain, exchange and lot on hire containers, packages, receptacles, packing materials.

(38) To carry on all or any of the aforesaid business either as the principal business of the Company or as a separate or additional business and to carry on any other business whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value or to render profitable any of the Company's properties or rights.

MOLBIO DIAGNOSTICS PRIVATE LIMITED
GOA

Darshan Kawlekar
company secretary.

4. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

5. The Authorized Share Capital of the Company is INR 20,00,00,000/- (Indian Rupees Twenty Crores only) divided into 19,70,00,000 (Nineteen crore seventy lakhs only) Equity Shares of INR 1/- (Indian Rupee one only) and 30,00,000 (Thirty lakhs only) Preference shares of INR 1/- (Indian Rupee One only) each.[4]

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[4] The Authorised Share Capital of the Company has been increased from INR 12,20,00,000/- to INR 20,00,00,000/- pursuant to members' resolution passed at the Extra Ordinary General Meeting of the Company held on Thursday, September 5, 2024

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GOA

Company Secretary

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this **MEMORANDUM OF ASSOCIATION** .

Signature, Names, Address Descriptions and Occupations of Subscribers	Number of Equity Shares taken by Subscribers	Signature, Name, Address Description and occupation of witness
DEEPAK G. TRIPATHI S/o. GURUSHANKAR TRIPATHI C-1 GITANJALI, REGO BAGH, ALTO SANTACRUZ, BAMBOLIM COMPLEX POST OFFICE, GOA – 403 202 OCCUPATION : BUSINESS	10 (TEN)	**SHANKAR D. KURTAKOTI** S/o. D. KURTAKOTI FLAT NO. B-11, B BLOCK, SHAR-N-SORAI APTS, V.V. ROAD, MARGAO, GOA – 403 601 OCCUPATION : CHARTERED ACCOUNTANT
DR. VINAYAK K. NAIK S/o. KASHINATH NAIK A-3/B-3, GITANJALI, REGO BAGH, ALTO SANTACRUZ, BAMBOLIM COMPLEX POST OFFICE, GOA - 403 202 OCCUPATION : BUSINESS	10 (TEN)	
N. SRIRAM S/o. S. NATARAJAN NO. 13, SAGAR SOCIETY, DONA PAULA, GOA OCCUPATION : BUSINESS	10 (TEN)	

Date : 10 th Day of October, 2000.
Place : Panaji, Goa.