

EXTRA-ORDINARY GENERAL MEETING NOTICE

NOTICE is hereby given that the (EGM/001/2024-2025) Extraordinary General Meeting ('EGM') of the members of **M/s .S3V Vascular Technologies Limited** (formerly known as S3V Vascular Technologies Private Limited) (the 'Company') will be held on **Friday 26th April 2024 at 11:00 AM IST** at the registered office of the Company situated at Plot No.65-D4, Hootagalli Industrial area, Hootagalli, Mysore, Karnataka -570018 to transact the following business:

SPECIAL BUSINESS:

1. TO CONSIDER AND APPROVE THE AMENDMENT IN ARTICLES OF ASSOCIATION OF THE COMPANY ("AMENDED ARTICLES") AND ADOPTION OF AMENDED ARTICLES IN PLACE OF THE EXISTING ARTICLES OF ASSOCIATION OF THE COMPANY

To consider and, if thought fit, to pass, with or without modification(s), the following resolution as a **SPECIAL RESOLUTION:**

RESOLVED THAT pursuant to the provisions of Section 5 and Section 14 of the Companies Act, 2013 (the "Act"), the Companies (Incorporation) Rules, 2014 and other applicable provisions if any, of the Companies Act, 2013 read with rules made thereunder (including any statutory amendments thereto or re-enactment thereof for the time being in force, to the extent notified and in effect), the approval of the members of the Company be and is hereby accorded to the amendment of the articles of association of the Company ("**Amended Articles**") by incorporating the relevant terms and conditions of the Investment Agreement dated March 4, 2024 ("**Investment Agreement**"), entered into by and between the Company, New Investors (as listed in Part A of Schedule 1 of the Investment Agreement), Existing Investors (as listed in Part B of Schedule 1 of the Investment Agreement), Promoters (as listed in Part B of Schedule 1 of the Investment Agreement), and adoption of the Amended Articles in place of the existing articles of association of the Company

RESOLVED FURTHER THAT the Amended Articles is **annexed** here under.

RESOLVED FURTHER THAT Vijaya Gopal Nagarada Gadde (DIN: 03490341), Managing Director and/or Badari Narayan Nagarada Gadde (DIN: 00569510), Whole Time Director and CEO and/or Nagarada Gadde Vishnu Shreyas (DIN: 06949149) Whole Time Director and CFO and/or Anuj Mehta, Company Secretary of the Company be and is hereby authorized to do all such acts, deeds, to file necessary forms with the Registers of Company (if any) and things as may be deemed proper, necessary or expedient and any other authority for the purpose of giving effect to this resolution and matter connected therewith or incidental thereto.

Place: Mysore

Date: 01.04.2024

BY ORDER OF THE BOARD OF DIRECTORS

For S3V Vascular Technologies Limited

(Formerly known as S3V Vascular Technologies Private Limited)

NAGARADAG
ADDE VIJAYA
GOPAL

Digitally signed by
NAGARADAGADDE
VIJAYA GOPAL
Date: 2024.04.01
17:09:00 +05'30'

Vijaya Gopal Nagarada Gadde
(DIN:03490341)
Managing Director

NOTES:

1. A member entitled to attend and vote at the meeting is entitled to appoint a proxy or proxies to attend and vote there at instead of himself / herself and such proxy need not be a member of the company.
2. An instrument appointing proxy to be effective must be lodged at the Registered Office of the Company at least 48 hours before the meeting. Proxy Form Annexed.
3. The Notice is sent to all the members, whose name appeared in the Register of Members.
4. Corporate members intending to send their authorised representatives to attend the meeting are requested to send to the Company a certified copy of the Board Resolution authorising their representative to attend and vote on their behalf at the Meeting.
5. The route map showing directions to reach the venue of the EGM is annexed and forms part of the Notice.
6. Explanatory Statement pursuant to Section 102 of the Companies Act, 2013 in respect to the business stated above is annexed hereto.
7. All relevant documents referred to in the accompanying Notice are open for inspection by members at the Registered Office of the Company on all working days between 11:00 a.m. to 2:00 p.m. up to the date of the Meeting.
8. Members/proxies are requested to hand over the duly filled in and signed Attendance Slip, at the entrance of the Hall while attending the meeting.
9. In case of joint holders attending the Meeting, only such joint holder who is higher in the order of names will be entitled to vote.
10. Members who have not registered their e-mail addresses so far are requested to register/ update their e-mail addresses for receiving all communications including Notices, Circulars etc.
11. The Company has fixed 1st April 2024 as the Record date for determining the entitlement of the members whose names appear in the Register of Members to the voting at the Extra -Ordinary General Meeting for the Financial Year 2024-2025.

Explanatory Statement pursuant to Section 102 of the Companies Act, 2013

Item No. 1:

The Company has raised capital on a preferential basis through private placement offer by issuing Non-Cumulative Compulsorily Convertible Preference Shares (NCCPS). In connection with the said offer, the Company has entered into an Investment Agreement and the same was executed on 04.03.2024. Pursuant to the Investment Agreement, articles of association of the Company are required to amend its articles of the association in alignment with executed Investment Agreement.

The Board of Directors approved the amendment in the article of association of the Company on 01.04.2024 as set out in item no. 1 of the notice and adoption thereof in place of the existing articles of association, subject to the approval of members of the Company.

Pursuant to the provisions of section 14 of the Companies Act, 2013, The Companies (Incorporation) Rules, 2014, any modification/adoption/alteration of articles requires approval of the members of the Company by way of a Special Resolution at a General meeting.

The draft copy of the amended articles of association of the Company is available of inspection at the registered office of the Company on any working days during business hour.

Accordingly, the Board recommend this resolution Item No.1 for approval of shareholders by way of Special Resolution.

None of the Directors or any Key Managerial Personnel or any relative of any of the Directors/Key Managerial Personnel of the Company are, in anyway, concerned or interested, financially or otherwise, in the above resolution.

BY ORDER OF THE BOARD OF DIRECTORS

For S3V Vascular Technologies Limited

(Formerly known as S3V Vascular Technologies Private Limited)

NAGARADAG
ADDE VIJAYA
GOPAL

Digitally signed by
NAGARADAGADDE
VIJAYA GOPAL
Date: 2024.04.01
17:10:09 +05'30'

Vijaya Gopal Nagarada Gadde

(DIN:03490341)

Managing Director

Date: 01.04.2024

Place: Mysore

ANNEXURE – 1

Form No. MGT-11PROXY FORM

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

CIN	U33112KA2011PLC059915
Name of the Company	S3V VASCULAR TECHNOLOGIES LIMITED (formerly known as S3VVascular Technologies Private Limited)
Registered office	Plot No. 65/D4, Hootagalli Industrial Area Hootagalli Mysuru -570018.

Name of the Member(s) :	Email ID :
Registered address:	Folio Number:

I / We, being the member(s) of _____ shares (In words _____) equity shares of S3V Vascular Technologies Limited hereby appoint –

1 or 2	1	2
Name		
Address		
Email ID		
Signature		

I as my / our proxy to attend and vote (on a poll) for me / us and on my / our behalf at Extra-ordinary General Meeting for the FY 2024-2025 (EGM/001/2024-2025) of the Company, to be held on Friday 26th April 2024 at 11:00 am IST at the registered office of the Company situated at Plot No. 65/D4, Hootagalli Industrial Area Hootagalli, Mysuru - 570018 and at any adjournment thereof, in respect of resolution(s) set out in the Notice convening the meeting.

Signed this _____ day of _____, 2024

Resolution/s	Votes (Optional see Note 2) *	
	For	Against
Special Business		
To consider and approve the amendment in articles of association of the company ("amended articles") and adoption of amended articles in place of the existing articles of association of the company		

Affix
Revenue
Stamp

(Signature of shareholder)

(Signature of Proxy holder(s))Notes:

- This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.
- *It is optional to indicate your preference. If you leave the 'For' or 'Against' column blank against any or all Resolutions, your Proxy will be entitled to vote in the manner as he/she thinks appropriate.

ANNEXURE II TO THE NOTICE

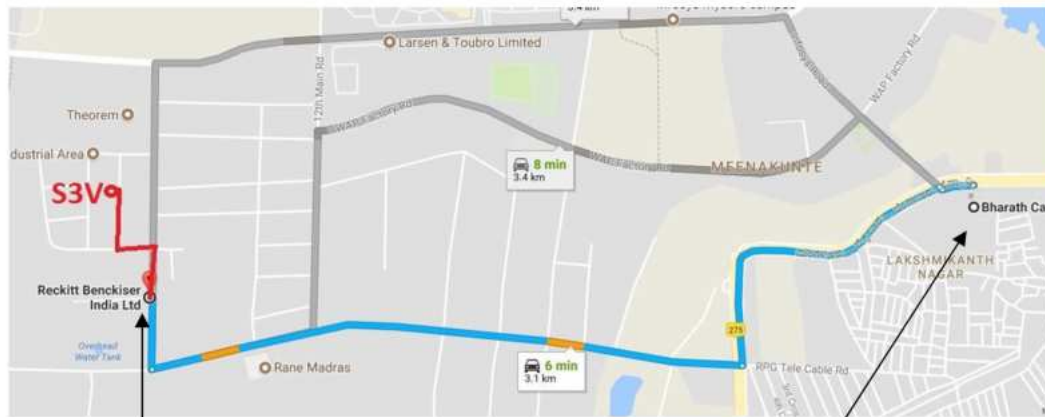
ATTENDANCE SLIP

(Please complete this attendance slip and hand it over at the entrance of the venue)

Name of Members / Authorized representative	
Folio Number/Demat account number	
Name of Proxy (In case of proxyattending the meeting)	
No. of share held	
I/we hereby record my presence at Extra ordinary General Meeting for the FY 2024-2025 (EGM/001/2024-2025) of the Company held on , 26 th April 2024 at 11:00 am IST at the registered office of the Company situated at Plot No. 65/D4, Hootagalli Industrial Area Hootagalli Mysuru Karnataka 570018 India.	

Signature of the Shareholder/Proxy/Corporate Representative*

ROUTE MAP FOR S3V, HOOTAGALLI, MYSORE



- Reach Bharath Cancer Hospital which is at Ring Road, Mysore
- Follow the route as mentioned above to Reckitt Benckiser
- From Reckitt ,Take Left Turn and then Right Turn
- You can see S3V on left side after near 100 meters.

ARTICLES OF ASSOCIATION

OF

S3V VASCULAR TECHNOLOGIES LIMITED

*[AMENDED ARTICLES OF ASSOCIATION, ADOPTED VIDE SPECIAL RESOLUTION PASSED AT
GENERAL MEETING DATED 26/04/2024]

For S3V Vascular Technologies Lim

N. J. Thomas

Director

DIN: 06949149

Whole time Director & CFO



THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
(Incorporated under the Companies
Act, 1956)

ARTICLES OF ASSOCIATION
OF
S3V VASCULAR TECHNOLOGIES LIMITED¹

***PART A**

Interpretation

- 1.1. The Regulations contained in Table F in the First Schedule of the Companies Act, 2013 as amended and as applicable to a Public Limited Company, shall be deemed to be incorporated with and shall form part of these Articles so far as they are not hereby expressly or by necessary implication excluded, modified or altered by these Articles.
2. (A) Unless context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be:
- (a) "Act" means Companies Act, 2013 and Rules made thereunder as may be applicable from time to time.

(B) BUSINESS

Any branch or kind of business which by the Memorandum of Association of the Company or these presents is expressly or by implication authorised to be undertaken by the Company or these presents is expressly or by implication authorised to be undertaken by the Company may be undertaken by the Directors at such time or times as they shall think fit, and further may be deferred by them to be in abeyance whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem expedient not to commence or proceed with such a branch or kind of business.

Share capital and variation of rights

¹ Amended vide special resolutions passed at the extra-ordinary general meeting held on 26.04. 2024

For S3V Vascular Technologies Limited

Director

Whole time Director & CFO
DIN: 06949149



- II. 1. The Authorized Share Capital of the Company is as mentioned in Clause 5 of the Memorandum of Association of the Company from time to time. The authorised capital may be divided in any manner as may be thought expedient.

Subject to the provisions of the Act and the regulations contained in this Articles of Association, 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. The Company shall have the power to increase or reduce its capital and/or to divide the share in the capital for the time being into different classes (including preference shares, cumulative preference shares, or otherwise redeemable at a premium) and to attach thereto respectively such preferential, deferred, qualified or other special rights, privileges, conditions or restrictions as may be determined in accordance with the regulations of the Company and to vary, modify, abrogate any such rights, privileges or conditions in such manner as may be for the time being provided or to issue shares of higher or lower as may be for the time being provided or to issue shares of higher or lower denomination.

- a. The Company shall have power to vary un-issued share capital from equity shares to preference shares or vice versa.
- b. The above power shall be exercised by passing an ordinary resolution at the general body meeting.
- c. The preference shares issued may be converted into equity in accordance with the applicable provisions of the Companies Act 2013.
- d. Fully called and paid up shares may be issued to minors represented by theirguardians.
- e. Where at any time, a company having a share capital proposes to increase its subscribed capital by the issue of further shares, such shares shall be offered, subject to provisions of Companies Act 2013 & Rules made thereunder, to persons who, at the date of the offer, are holders of equity shares of the company in proportion, as nearly as circumstances admit, to the paid-up share capital on those shares by sending a letter of offer subject to the following conditions, namely:
 - (i) The said offer shall be made by notice specifying the number of shares offered and limiting a time not being less than fifteen days and not exceedingthirty days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined.
 - (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 or letter of such offer shall contain a statement of this right.
 - (iii) After the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner which is not dis-advantageous to the shareholders and the Company.



The Company may offer and issue further securities by way of preferential issue or private placement to any persons, whether or not such persons includes existing shareholders of the Company or employees of the Company.

- f. The Company shall have power to reduce the share capital in the manner provided for in the Companies Act, 2013 and Rules made thereunder as may be applicable.
 - g. The Company may issue any of its shares at a premium.
 - h. Issue of sweat equity shares: Subject to the conditions prescribed under section 54 of the Companies Act, 2013, the Company may issue sweat equity shares to such class of directors or employees as may be authorised by a special resolution passed by the Company in the general meeting.
 - i. Employees Stock Option: The Company may offer stocks or shares under Employees Stock Option Schemes as provided for by any legislation in this regard.
2. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive certificate/s 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 provide.
- (ii) Unless the shares are issued or converted in dematerialization, every certificate shall specify the shares to which it relates and the amount paid-up thereon.
- (iii) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
3. (i) Unless the shares are issued or converted in dematerialization, 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.
- (ii) 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. (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rule made there under.
- (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.
- (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
6. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
- (ii) To every such separate meeting, the provisions of these regulations relating 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 share ranking *pari passu* therewith.
8. Subject to the provisions of section 55, any preference shares may, with the sanction of an Special 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. (i) The company shall have a first and paramount lien—
- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
- (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:

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



- (ii) The company's lien, if any, on a share shall extend to all dividend bonuses declared from time to time in respect of such shares.
10. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:

Provided that no sale shall be made—

- (a) unless a sum in respect of which the lien exists is presently payable; or
- (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
11. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
12. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
- (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

Calls on shares

13. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

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

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



- (iii) A call may be revoked or postponed at the discretion of the Board
14. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by installments.
15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
16. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent. per annum or at such lower rate, if any, as the Board may determine.
- (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
17. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- (ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
18. The Board—
- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent. per annum, as may be agreed upon between the Board and the member paying the sum in advance.

Transfer of shares

19. (i) The Instrument of transfer of any share in the company shall be executed by or on behalf of both the transfer and transferee.
- (ii) 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.



20. The Board may, subject to the right of appeal conferred by section 58 decline to register—

- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- (b) any transfer of shares on which the company has a lien.

21. The Board may decline to recognise any instrument of transfer unless—

- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;
- (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- (c) the instrument of transfer is in respect of only one class of shares.

22. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

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

Transmission of shares

23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a shareholder, 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.

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

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

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



death or insolvency.

25. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.
- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (iii) 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 complied with.

Forfeiture of shares

27. 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.
28. The notice aforesaid shall—
- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
29. 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

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

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

31. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

(ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

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

(ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

(iii) The transferee shall thereupon be registered as the holder of the share; and

(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

33. 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

34. 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.

35. Subject to the provisions of section 61, the company may, by ordinary resolution,—



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

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

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

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
 - (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.
37. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,—
- (a) its share capital;
 - (b) any capital redemption reserve account; or
 - (c) any share premium account.

Capitalisation of profits

38. (i) The company in general meeting may, upon the recommendation of the Board, resolve—
- (a) that it is desirable to capitalise any part of the amount for the time being standing to



the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

- (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);

(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;

(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

39. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—

(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

(b) generally do all acts and things required to give effect thereto.

(ii) The Board shall have power—

(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective



proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

(iii) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of shares

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

General meetings

41. All general meetings other than annual general meeting shall be called extraordinary general meeting. However a general meeting may be called at shorter notice as provided under the Act.
42. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

Proceedings at general meetings

43. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
44. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
45. 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.
46. 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.

Adjournment of meeting

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



- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

48. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—
 - (a) on a show of hands, every member present in person shall have one vote; and
 - (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
49. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
50. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
 - (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
51. (i) 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.
 - (ii) A member of Minor, 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.
52. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
53. 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.
54. (i) No objection shall be raised to the qualification of any voter except at the meeting or



adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

- (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

Proxy

55. 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 propose 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.
56. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
57. 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

58. The Number of the Directors shall not be less than two and not more than Fifteen- which may be altered with the approval of members via special resolution
The first Directors of the Company shall be: -

- a) MR. NAGARADA GADDE BADARI NARAYAN;
- b) MR. VIJAYA GOPAL NAGARADAGADDE; and
- c) MRS. NARAYAN KALINDHI.

59. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
- (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—
- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or



(b) in connection with the business of the company.

60. The Board may pay all expenses incurred in getting up and registering the company.
61. 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.
62. 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.
63. 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.
- 64.
- (i) Unless otherwise provided under the Act, the number of Directors shall not be less than two and more than fifteen. The Company may appoint more than 15 directors after passing special resolution in the general meeting.
 - (ii) 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.
 - (iii) The Board may, in accordance with and subject to the provision of Section 161 of the Companies Act, 2013, appoint any person as an alternate director during the absence of a director in India provided such absence shall not be for a period of less than 3 months. The alternate director shall vacate office when the original director returns to India.
 - (iv) The General Body may appoint any person as a Director. He shall continue to hold office, unless removed by the general body. If any term is specified on his appointment he shall cease to be a Director at the end of the specified term.
 - (v) The office of a director shall become vacant should he become of unsound mind or bankrupt during his term of office.
 - (vi) In case the Union Government or any State Government or a corporation, owned or sponsored or financed by any of the above Governments or banks or Investor/s, grant loans or accepts participation in the capital and management of the Company, such Government or Corporation or bank or Investor/s shall be entitled, so long as the Company is indebted to such Government or Corporation or so long as such Government



or Corporation or Bank continues to be interested in the Company in any financing capacity, to nominate and from time to time substitute in place of such nominees one or more directors to protect their interests in the Board of Directors of the Company and while holding such office, they shall not be liable to retirement or to hold any qualification shares of the Company.

- (vii) A Director need not be a shareholder.
- (viii) The Company shall be managed by Managing Director or Whole-time Director, if appointed, and the executive directors, if any, who shall work under the guidance, supervision and direction of Board of Directors. In the absence of Managing Director or Whole-time Director or executive directors, the Company shall be managed by the Board of Directors.
- (ix) The Board may from time to time subject to the provisions of the Companies Act, 2013 and subject to its supervision and control appoint Managing Director / Whole-time Director.

Proceedings of the Board

- 65. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
(ii) A director or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
- 66. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
- 67. 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.
- 68. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. The Chairperson shall preside at all meetings of the Board and the General Meetings of the Company. The Chairperson shall have a casting vote in the event of tie.
(ii) If no such Chairperson is elected, or If at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.



69. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
- (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
70. (i) A committee may elect a Chairperson of its meetings.
- (ii) If no such Chairperson is elected, or If at any meeting the Chairperson is not present within 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.
71. (i) A committee may meet and adjourn as it thinks fit.
- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
72. 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.
73. Save as otherwise expressly provided in the Act, a resolution in writing, signed by majority members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

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

74. Subject to the provisions of the Act, —

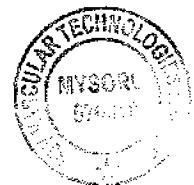
- (i) A chief executive officer, manager, company secretary, chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary, chief financial officer so appointed may be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



75. 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.

Dividends and Reserve

76. (i) The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
- (ii) Subject to the provision of Section 51 of the Act, the Company may pay dividends in proportion to the amount paid-up by shareholders on each share.
77. 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.
78. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.
- (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
79. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.
- (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
- (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
80. 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.



81. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
82. 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.
83. 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.
84. No dividend shall bear interest against the company.

Accounts

85. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.
- (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

Winding up

86. The Company may be wind up in accordance with the provisions of Chapter XX of the Act and rules made there under –
- (i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.
- (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but



so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity

- (i) 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.
- (ii) 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

87. (i) DELEGATION

Subject to the provisions of the Companies Act, 2013, the directors may from time to time entrust to and confer upon any director/ directors such of the powers exercisable under these presents by the Board of Directors as they think fit and may confer such powers for such time and to be exercised by such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient and they may confer such powers either collectively with or to the exclusion of and in substitution for all or any of the powers of the Board of Directors in that behalf and may from time to time revoke, withdraw, after or vary all or any of such powers.

(ii) BORROWING POWERS

Subject to the applicable provisions of the Companies Act 2013, the Board may from time to time at its discretion borrow or secure payment of any sum or sums of money for the purpose of the Business of the Company, in such manner and upon such terms and conditions in all respects as the Board may think fit.

The Company shall have power to borrow from any person(s) and secure the payment of any such sum of moneys borrowed for the purpose of the Company and the Board may from time to time at its discretion exercise this power and the Directors may themselves lend to the Company on security or otherwise.

The Board of Directors may raise or secure the repayment of any sum or sums in such manner and upon such terms and conditions in all respects as they may think fit, and in particular by the creation of any mortgage or charge on the undertaking of the whole or any part of the property present or future or uncalled capital of the Company or by the issue of bonds, redeemable debentures or debentures stock of the Company charged upon all or any part of the property of the Company both present and future, including its uncalled capital for the time being.



(iii) **SECURITY**

No member shall be entitled to visit or inspect any works of the Company without Permission of the Directors or any other person authorised on that behalf by the Directors to require discovery of or any information respecting any details of the company.

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***PART B**

AMENDED ARTICLES

- I. In the event of any conflict or inconsistency (direct or indirect) between any provisions of PART A and PART B of these Articles, the provisions contained in PART B shall prevail notwithstanding anything to the contrary (either expressly or by necessary implication) contained in PART A of these Articles. The plain meaning of PART B shall always be given effect to, and no rules of harmonious construction shall be applied to resolve conflicts between PART A and PART B of the Articles.
- II. If and to the extent that there are inconsistencies between the provisions of these Articles and the Investment Agreement (*as defined below*), then, subject to applicable Laws, the Agreement shall have precedence over these Articles. Further, the Company and the Shareholders shall take all actions necessary or advisable, as promptly as practicable after the discovery of such inconsistency, to amend these Articles so as to eliminate such inconsistency.

88. DEFINITIONS AND INTERPRETATION:

In these Articles, except where the context otherwise requires, (i) capitalised terms defined by inclusion in quotations and/ or parenthesis have the meanings so ascribed; and (ii) the following words and expressions shall have the following meanings:

- i. "Act" means the Companies Act, 2013 and the rules made thereunder, as may be amended, modified, supplemented or re-enacted from time to time;
- ii. "Action" means any claim, demand, dispute, litigation, petition, suit, investigation, inquiry, proceeding, mediation, arbitration, conciliation, enforcement proceeding, hearing, complaint, assessment, fine, penalty, judgment, order, injunction, moratorium, decree or award (administrative or judicial (criminal or otherwise) by or before any Governmental Authority, and shall without limitation include any insolvency or bankruptcy proceedings;
- iii. "Accounts" shall mean the (a) audited financial statements of the Company including balance sheet, profit and loss statement, statement of cash flows, and notes on the accounts, including off-balance sheet liabilities together with the accompanying notes together with the auditor's report thereon as of the relevant Financial Years upto the Financial Year ending on March 31, 2023; and; (b) unaudited financial statements of the Company comprising the cash flow statement, balance sheet, profit and loss statement for a period commencing from April 1, 2023 until January 31, 2024, and attached as Schedule XV to the Investment Agreement;
- iv. "Affiliate" means,
 - a) in relation to any Person, any other Person, directly or indirectly, Controlling or Controlled by or is under common Control with, that first Person;

For S3V Vascular Technologies Limited

[Signature]
Whole Time Director & CFO
DIN: 06949149



- b) in relation to any Person, that is a natural person, shall mean such Person's Relative, any trust or holding company owned and Controlled by such Person or such Person's Relative; and
- v. **"Amended Articles"** means these Articles of Association revised in terms of the Investment Agreement, as approved by LTL and the Company in accordance with the provisions of the Act;
- vi. **"Applicable Law(s)"** means any and all applicable provisions of any (a) constitution, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances or orders of any Governmental Authority which have the force of law, (b) government approvals, and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority;
- vii. **"Articles" or "Articles of Association"** means the articles of association of the Company, as amended in terms of the Investment Agreement;
- viii. **"Assets"** means all assets, properties, rights and interests of every kind, nature, specie or description whatsoever, whether movable or immovable, tangible or intangible including without limitation Intellectual Property Rights, owned, leased and/ or used by the Company;
- ix. **"Board"** means the board of Directors of the Company;
- x. **"Business"** means the business of development, manufacture and distribution of medical devices by the Company and other related business as mentioned in the Memorandum of Association of the Company;
- xi. **"Business Day"** means a day, other than a Saturday, a Sunday or a public holiday, on which banks are open for business in Mumbai, Maharashtra and Mysuru, Karnataka;
- xii. **"Business Plan"** means the detailed business and operating plan for the next 4 (four) Financial Years and the annual budget of the Company for each Financial Year which includes a detailed financial plan providing head wise detail of projected income, expenditure (including operating and capital expenditure), recruitment forecasting, end use of the Fund Raise Amount and earnings by the Company, as approved with the consent of the LTL in accordance with these Articles and the Investment Agreement, which shall include the utilisation plan as set forth in Schedule XIV of the Investment Agreement;
- xiii. **"Buy-Back Notice"** has the meaning as ascribed to it in Article 100.5.2 herein;
- xiv. **"Buy-Back Option"** has the meaning as ascribed to it in Article 100.5.1 herein;
- xv. **"Buy-Back Price"** has the meaning as ascribed to it in Article 100.5.2 herein;
- xvi. **"Buy-Back Regulations"** has the meaning as ascribed to it in Article 100.5.3 herein;
- xvii. **"CCPS"** means the non-cumulative compulsorily convertible preference shares of the Company of face value of INR 10 only (Indian Rupees Ten) each, carrying a premium of INR 166 (Indian Rupees One Hundred and Sixty-Six) to be issued to the New Investors as per the terms of these Articles and the Investment Agreement and carrying such terms and conditions as provided in Article 101;



- xviii. **"Closing"** has the meaning as ascribed to it in Clause 2.1 of the Investment Agreement therein;
- xix. **"Closing Date"** has the meaning as ascribed to it in Clause 4.1.1 of the Investment Agreement therein;
- xx. **"Committees"** has the meaning as ascribed to it in Article 96.9 herein;
- xxi. **"Competitor"** means a Person which is engaged into or competes directly with the Business (irrespective of the location where such business is conducted) of the Company;
- xxii. **"Company"** shall mean S3V Vascular Technologies Limited (Formerly known as S3V Vascular Technologies Private Limited), an unlisted public limited company duly incorporated under the provisions of the Companies Act, 1956, bearing Corporate Identification Number U33112KA2011PLC059915, and having its registered office at Plot No. 65/D4, Hootagalli Industrial Area, Hootagalli, Mysuru - 570018 Karnataka, India;
- xxiii. **"Confidential Information"** means the Transaction Documents and/ or any information delivered by a Party to another Party in connection with or pursuant to the Transaction Documents that is proprietary in nature or designated as confidential at the time of delivery, provided that, such term does not include information that (a) was publicly known or otherwise known to such receiving Party prior to the time of such disclosure, (b) subsequently becomes publicly known through no breach by such receiving Party or any person acting on such receiving Party's behalf, or (c) otherwise becomes known to such receiving Party other than through disclosure by the delivering Party or any person who, to the best of such receiving Party's knowledge has a duty to keep such information confidential;
- xxiv. **"Constitutional Documents"** means the Memorandum of Association and the Articles of Association of the Company;
- xxv. **"Control"** (including the terms **"Controlled by"** or **"under common Control"** with) means, as applied to any Person, the power to direct the management or policies of such Person by contract or otherwise. There will be a presumption of Control when a Person has:
- (i) direct or indirect beneficial ownership of majority voting securities or interest of such other Persons, or
 - (ii) the power to elect a majority of the directors on the board of directors of such other Person or power to appoint the majority of the members of the governing body of such Person, or
 - (iii) by himself or through his Relatives, has promoted, authored, settled, sponsored, incorporated or registered such other Person;
- xxvi. **"Conversion"** means conversion of the Subscription Shares into Equity Shares as per the provisions set out in Article 101 hereto;
- xxvii. **"Conversion Ratio"** means the ratio at which the Subscription Shares shall convert in accordance with Article 101 hereto;



- xxviii. **"Conversion Shares"** means the fully paid-up Equity Shares of the Company to be allotted and issued to the New Investors by the Company upon Conversion effected pursuant to Article 101 hereto;
- xxix. **"Covenantors"** means the Company and the Promoters, jointly and severally;
- xxx. **"Deed of Adherence"** means a deed (in the form appended as Schedule VI to the Investment Agreement) pursuant to which a new Person shall agree to be bound by the provisions of these Articles;
- xxxi. **"Dilutive Issuance"** has the meaning ascribed to it in Article 99.1.1 herein;
- xxxii. **"Director"** means the persons who are duly appointed as the directors on the Board (including alternate directors, additional directors and directors appointed to fill a casual vacancy);
- xxxiii. **"Director Undertaking"** has the meaning ascribed to it in Article 100.3.7 herein;
- xxxiv. **"Encumbrance"** means any right, title, claim and/ or interest or equity of any nature whatsoever, or contingent, (including any right to acquire, option or right of pre-emption) or any mortgage, pledge, deed of trust, hypothecation, right of others (including right of set-off or counterclaim), security interest, burden, title defect, title retention agreement, lease, sublease, license, voting trust agreement, interest, right of first offer or refusal, tag-along or drag-along right, proxy, lien, charge, covenant, purchase agreement, actionable claim or any security agreement, security arrangement, other restriction/s, limitations or encumbrance of any nature whatsoever;
- xxxv. **"Equity Securities"** means the Company's equity capital, including the Equity Shares, CCPS, preference shares, any options, warrants, convertible shares, convertible bonds or other securities or arrangements that are directly or indirectly convertible into, or exercisable or exchangeable for, such Equity Shares or other equity capital of the Company, including the Subscription Shares;
- xxxvi. **"Equity Shares"** means equity shares having a face value of INR 10 (Indian Rupees Ten) per equity share and voting right of one vote per equity share;
- xxxvii. **"ESOP"** means the stock options, each of which would convert in to 1 (One) Equity Share, allocated to the employees of the Company under the stock option scheme or any other stock options issued or to be issued by the Company with the approval of the Board in accordance with Applicable Law;
- xxxviii. **"Execution Date"** means the date of execution of the Investment Agreement;
- xxxix. **"Existing Investors"** shall mean those individuals, body corporates, trust as listed down in Part B of Schedule I of the Investment Agreement.
- xl. **"Exit Period"** has the meaning as ascribed to it in Article 100 herein;
- xli. **"Financial Year"** or **"FY"** means the financial year of the Company beginning on April 1 of a calendar year and ending on March 31 of the succeeding calendar year;



- xlii. **"Fully Diluted Basis"** means the basis for computation of share capital or share ownership whereby all outstanding convertible Equity Securities that are convertible, exercisable or exchangeable into Equity Shares, are assumed to have been so converted, exercised or exchanged;
- xlili. **"Force Majeure"** means any unforeseeable circumstance which is beyond the control of a Party, or any unavoidable event, even if foreseeable, as a result of which such Party is unable to perform its obligations, in whole or in part, under these Articles, including, but not limited to, any strike, factory closure, explosion, maritime peril, natural disaster, act by a public enemy, fire, flood, accident, war, riot, insurgency or any other similar event.
- xliv. **"Governmental Approvals"** means any consent, approval or waiver from any Governmental Authority;
- xliv. **"Governmental Authority"** means any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any governmental, regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or organization have the force of law or as such it exercises executive, legislative, judicial, quasi-judicial, taxing, regulatory or administrative functions and includes any court, tribunal, arbitral or judicial body, or any stock exchange of India, having jurisdiction over the Company;
- xlvi. **"LTL"** means L&T Welfare Company Limited, an unlisted public limited company, duly registered and validly existing under the provisions of the Companies Act, 1956, bearing Corporate Identification Number U91110MH2004PLC146416, and having its registered office at L&T House, Ballard Estate, Mumbai – 400001 India;
- xlvi. **"INR" or "Indian Rupees"** means the lawful currency of the Republic of India;
- xlvi. **"Investment Agreement"** shall mean the agreement entered into between the Company, Promoters, New Investors and Existing Investors on 04th March 2024.
- xlix. **"Investment Amount"** means an aggregate amount of INR 99,12,18,096 (Indian Rupees Ninety Nine Crores Twelve Lakhs Eighteen Thousand Ninety Six Only) to be invested by the New Investors into the Company by subscribing to the Subscription Shares on the Closing Date pursuant to the terms of the Investment Agreement, as more fully detailed in Part A of Schedule I of the Investment Agreement;
- i. **"Intellectual Property" or "IP Rights"** shall mean all rights in and in relation to all intellectual property rights, whether or not filed, perfected, registered or recorded and whether now or hereafter subsisting, filed, issued or acquired, in relation to the Company, including in the products and services developed, being developed or proposed to be developed by the Company including all patents, patent applications, moral rights, trademarks, trade names, service marks, service names, brand names, internet domain names and world wide web (www) URLs and sub-domains, inventions, processes, formulae, copyrights, business and product names, logos,



slogans, trade secrets, industrial models, formulations, 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 rights of privacy and publicity, rights to publish information and content in any media, applications to register or rights to apply for registration) in each case anywhere in the world;

- li. **"IPO"** means an initial public offering of shares which results in the listing and commencement of trading of the Equity Shares on a Recognized Stock Exchange;
- lii. **"IRR"** means the internal rate of return on the amounts paid by a New Investor pre-Tax towards subscription or acquisition of the Equity Securities held by it in the Company, calculated using the xIRR function on Microsoft Excel, unless otherwise agreed by LTL. All payments received by a New Investor with respect to the amounts paid by such New Investor and all returns from the Company (including any dividend paid or consideration received from buy back or reduction) on the Equity Securities that were held or are currently held by such New Investor shall be counted towards the IRR computation; Provided however that, any payments received pursuant to a transaction involving some of the Equity Securities held by a New Investor shall be counted towards the IRR computation only with respect to such Equity Securities involved in such transaction, and not towards the IRR computation with respect to all Equity Securities held by such New Investor in the Company;
- liii. **"New Investor Demat Account"** means the demat account of the relevant New Investors as fully detailed in Part A of Schedule I to the Investment Agreement.
- liv. **"New Investors"** shall mean those individuals, body corporates, trust as listed down in Part A of Schedule I of the Investment Agreement.
- lv. **"LTL Director"** has the meaning as ascribed to it in Article 96.2.1;
- lvi. **"LTL Observer"** has the meaning as ascribed to it in Article 96.2.2;
- lvii. **"Key Employees"** means chief executive officer, chief financial officer, chief operations officer, chief technical officer, managing director, whole time director, company secretary, general manager of plant officer, head of sales and marketing, head of research and development or any other Person as identified by the Board along with the written consent of LTL. It is hereby clarified that Promoters shall be considered as Key Employees of the Company;
- lviii. **"Key Managerial Personnel"** shall have the same meaning as ascribed to it under the Act;
- lix. **"Liquidity Event"** in relation to the Company means: (i) entering into any consolidation, merger, amalgamation, demerger; and/ or (ii) any arrangement with the Shareholders or creditors of the Company or reduction of share capital of the Company as per the Act (excluding any buy-back of shares as per the terms of these Articles); and/ or (iii) any sale of all or substantially all of the



Assets and/ or Business of the Company; and/or (iv) a sale of outstanding Equity Securities of the Company or entering into any transaction or a series of transactions in which the Company's Shareholders prior to such transaction(s) do not retain Control of the Company; and/ or (v) Winding Up of the Company; and/ or (vi) liquidation (voluntary or otherwise) and/ or (vii) any event analogous to or a combination of, the foregoing;

- lx. **"Losses"** means all direct and actual losses, liabilities, obligations, fines, costs, expenses, damages (whether or not resulting from Third Party claims), payments required to be made under orders, judgments, decrees or other directions of any Governmental Authority including, in each case, interests and penalties with respect thereto and out-of-pocket expenses, including attorneys' and accountants' fees and disbursements, amounts paid in settlement and court costs; "Loss" shall be construed accordingly. For the avoidance of doubt, it is hereby clarified that any Loss(s) incurred or suffered by the Company arising hereto shall be deemed to be a direct loss to the New Investors to the extent of their respective pro-rata shareholding in the Company;
- lxi. **"Material Adverse Effect"** means any effect or change that could be (or could reasonably be expected to be) materially adverse, either individually or in the aggregate with any other change or effect, to the business, operations, Assets, conditions (financial or otherwise), goodwill, operations or prospects of the Company or the Promoters or their ability to consummate the transactions contemplated herein and/ or to perform their respective obligations under the Transaction Documents, in each case including any adverse change, event, development, or effect arising from or relating to (a) general business or economic conditions, (b) national or international political or social conditions, (c) financial, banking or securities markets, (d) change in applicable accounting standards (e) changes in any Applicable Laws; and/ or (f) the validity, legality or enforceability of the rights or remedies of the New Investors under these Articles;
- lxii. **"Memorandum of Association"** means the memorandum of association of the Company;
- lxiii. **"Other Shareholders"** mean persons listed in Part D of Schedule I to the Investment Agreement;
- lxiv. **"Outstanding New Investor Shares"** has the meaning as ascribed to it in Article 100.5.3;
- lxv. **"Parties"** or **"Party"** shall mean the Company, Promoters, New Investors and Existing Investors;
- lxvi. **"Person"** means any individual, joint venture, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or other enterprise (whether incorporated or not), Hindu Undivided Family, union, association, or any agency, department, authority or sub-division thereof;
- lxvii. **"Promoters"** shall mean and include Nagarada Gadde Badari Narayan, Nagarada Gadde Vijaya Gopal, Nagarada Gadde Vishnu Shreyas, Nagarada Gadde Srivatsa Sarang, Kalindhi Narayan;
- lxviii. **"Promoter Directors"** has the meaning as ascribed to it in Article 96.2.1.b herein;
- lxix. **"Pro-Rata Entitlement"** means the ratio obtained by dividing the number of Equity Securities held by any Person by the total number of Equity Securities outstanding at such point in time;



- lxx. **"Recognized Stock Exchange"** means the Bombay Stock Exchange Limited ("BSE"); or the National Stock Exchange of India Limited ("NSE") or any internationally recognised stock exchange;
- lxxi. **"Registered Valuer"** means a valuer registered with the Insolvency and Bankruptcy Board of India in accordance with the Companies (Registered Valuers and Valuation) Rules, 2017;
- lxxii. **"Related Party"** means a related party as defined under Section 2(76) of the Act;
- lxxiii. **"Relative"** means a relative as defined under Section 2(77) of the Act;
- lxxiv. **"Representatives"** means, as to any Person, its accountants, counsel, consultants (including actuarial and industry consultants), officers, directors, company secretary, employees, agents and other advisors and representatives;
- lxxv. **"Reserved Matters"** means the matters set out under Article 95 herein;
- lxxvi. **"SEBI"** means the Securities and Exchange Board of India;
- lxxvii. **"Shareholders"** shall mean the shareholders, from time to time, of the Company;
- lxxviii. **"Shareholding Percentage"** means the percentage of the paid-up share capital of the Company held by a Shareholder on a Fully Diluted Basis;
- lxxix. **"Strategic Investor"** means: (i) any investor whose business includes a business that is the same or substantially similar to the Business; or (ii) any investor whose principal purpose is strategic and/or operational and whose principal purpose is not financial returns and includes any financial arm/ Affiliate of any such investor;
- lxxx. **"Subscription Shares"** means an aggregate of 56,31,921 (Fifty-Six Lakhs Thirty One Thousand Nine hundred and Twenty One only) CCPs, proposed to be subscribed by the New Investors in accordance with the terms and conditions of the Investment Agreement and these Articles on the Closing Date, and as fully detailed in Part A of Schedule I of the Investment Agreement;
- lxxxi. **"Subsidiary"** means a subsidiary of the Company within the meaning of Section 2(87) of the Act;
- lxxxii. **"Tax"** means and includes any and all present or future claims for tax, levy, impost, cess, duty or other charge of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) including on gross receipts, sales, turn-over, value addition, services, use, consumption, property, income, franchise, capital, occupation, license, excise, documents (such as stamp duties) and customs and other taxes, duties, assessments, or fees, however imposed, withheld, levied, or assessed by any Governmental Authority;
- lxxxiii. **"Third Party"** shall mean any Person other than the Parties to the Investment Agreement;
- lxxxiv. **"Third Party Sale"** shall mean a sale of any, or all, or substantially all, of the outstanding Equity Securities of the Company to a Third Party, including a Strategic Investor on terms, conditions and at price acceptable to New Investors;



- lxxxv. "Transaction Documents" means the Investment Agreement, the employment agreements of the Promoters, all amendments, revisions and addendums to the Investment Agreement and any other documents or agreements executed by the Company, New Investors and/ or any of the Promoters in connection therewith for the purpose of the transaction contemplated hereunder and any other document designated as a "Transaction Document" by the New Investors; and
- lxxxvi. "Transfer" means any transfer or disposal and shall include without limitation, sale, assignment, creation of Encumbrance (voting or otherwise), whether directly or indirectly but shall not include transfers by way of testamentary or intestate successions or by operation of law.

89. RULES OF INTERPRETATION:

- i. Headings are for convenience only and do not affect the interpretation of these Articles.
- ii. A reference to a Party or to any document includes that Party's successors, heirs, executors, administrators and permitted assigns.
- iii. All references in these Articles, express or implied, to an enactment (which includes any legislation in any jurisdiction) includes references to:
 - (a) that enactment as amended, extended or applied by or under any other enactment before or after the Execution Date,
 - (b) any enactment which that enactment re-enacts (with or without modification), and
 - (c) any subordinate legislation (including regulations) made (before or after the Execution Date) under that enactment, as re-enacted, amended, extended or applied as described in Article 89(iii)(a) above, or under any enactment referred to in 89(iii)(b) above.
- iv. Words denoting the singular include the plural and vice-versa.
- v. Words denoting one gender only shall include the other genders.
- vi. Unless otherwise specified, whenever any payment is to be made or action taken under these Articles is required to be made or action taken on a day which day is not a Business Day, such payment shall be made, or action taken on the immediately following Business Day.
- vii. All references in these Articles to clauses, sub-clauses, annexures and schedules shall be construed as references respectively to the clauses, sub-clauses, annexures and schedules of these Articles or the Investment Agreement, if the context so permits.
- viii. The terms herein, hereof, hereto, hereunder, and words of similar purport refer to these Articles as a whole.
- ix. References to these Articles, the Transaction Documents or to any agreement, deed or document shall be deemed to include references to these Articles, the Transaction Documents and such agreement, deed or document as varied, amended, modified, novated, supplemented or replaced by any other documents, deeds, instruments or agreements from time to time.



- x. No provision of these Articles shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.
 - xi. Any obligation, covenant, warranty, representation or undertaking hereto that is expressed to be made, undertaken or given by the Promoters will be deemed to be jointly and severally undertaken and given by each of the Promoters.
 - xii. Any reference to obligations of the Company in these Articles shall be deemed to include an obligation on the Promoters to procure that the Company shall comply with such obligations.
 - xiii. For the purpose of the definition of Affiliate under Clause 88.iv, Ms. Nirmala Mummidi shall not be considered as an Affiliate of the Promoter – Mr. Nagarada Gadde Badari Narayan
- 89.1 When an Affiliate of the Promoter is a Shareholder, they shall act together with the Promoter, as a single class ("**Shareholder Group**"), including but not limited to voting on all Shareholder resolutions as a single block (and not severally). A breach by any one Shareholder in the Shareholder Group of its rights, obligations, covenants or undertakings hereunder shall be deemed as a collective breach by the other members of the Shareholder Group of their respective rights, obligations, covenants or undertakings hereunder. Any Equity Securities held by an Affiliate or nominee of the Promoter shall be deemed to be the Equity Securities held by the Promoter. It is also clarified that any notice served upon the Promoter pursuant to the terms of these Articles, it shall be sufficient and be construed as service of such notice upon the entire Shareholder Group of the Promoter except as may be required by applicable Law to serve notice on all individual Shareholder. Save and except for the purposes of Article 94.1, 91 and 93 under these Articles, Kalanidhi Narayan shall not be treated as a Promoter for the purposes of these Articles.
- 89.2 Unless stated otherwise, any and all rights available to the New Investors in the Company under these Articles shall, mutatis mutandis, be available to the New Investors in the Company's (present or future) subsidiaries (subject to the applicable Law), and the Company and the Promoters shall on best effort basis take all requisite steps to procure the same provided that if for reasons beyond the control of the Company, such rights cannot be replicated in a subsidiary, then the Company shall procure to the extent practicable, that the rights available to the New Investors in the Company under these Articles contained herein are most nearly reflected in such Subsidiary (subject to the applicable Law).
- 89.3 It is hereby clarified that all the rights available to a New Investor under these Articles (including the right to subscribe to Subscription Shares) shall be exercisable either by such New Investor directly, or through any of his Affiliates and/ or nominees.
- 89.4 All references herein to the term 'New Investor' shall be deemed to mean and include reference to any Affiliate, nominee, transferee, assignee of such New Investor who becomes a Shareholder (irrespective of whether or not such New Investor referred in these Articles continues to be a



Shareholder). Unless specified otherwise, all the rights of the New Investors as envisaged in these Articles shall be exercised by them severally.

- 89.5 Any obligation, covenant, warranty, representation, rights or undertaking hereto that is expressed to be exercised, made, undertaken, or given by the New Investors will be deemed to be given severally unless expressly specified as jointly.

90. PRE-EMPTION RIGHT:

- 90.1 Subject to Article 95 (*Reserved Matters*) below, in the event the Company is desirous of issuing any new Equity Securities after the Closing Date, including by way of a preferential allotment ("**Proposed Issuance**") (excluding the issuance of Equity Securities pursuant to an initial public offering or pursuant to conversion of a convertible Equity Security or pursuant to any stock split, sub-division, reclassification or recapitalization of the Company (in respect of which appropriate adjustment is made in accordance with the terms of these Articles) or pursuant to the ESOP), the Shareholders ("**Pre-Emptive Right Holder**"), severally, shall have a right but not an obligation, to maintain their shareholding by subscribing to such number of the Equity Securities comprising of the Proposed Issuance which is in proportion to their respective shareholding in the Company, computed on a Fully Diluted Basis immediately prior to such Proposed Issuance (the "**Pre-Emptive Entitlement Securities**") and on terms and conditions no less favourable than those being offered to a Third Party in the Proposed Issuance ("**Pre-emptive Right**"). The Company shall give each of the Pre-Emptive Right Holders written notice of any such Proposed Issuance ("**Issuance Notice**") within 7 (seven) days from the date on which decision is made in the relevant meeting of the Shareholders for such Proposed Issuance specifying: (i) the number and class of Equity Securities proposed to be issued ("**Issuance Shares**"); (ii) the price per Equity Security of the Proposed Issuance ("**Issuance Price**"); (iii) the manner and time of payment of the subscription amount; (iv) the number of the Pre-Emptive Entitlement Securities that can be purchased by the Pre-Emptive Right Holder; and (v) the date of the Proposed Issuance, subject to timelines prescribed under Article 90.2 below.
- 90.2 If a Pre-Emptive Right Holder wishes to exercise its Pre-emptive Right ("**Exercising Shareholder(s)**"), it shall within 21 (twenty-one) Business Days from the date of receipt of the Issuance Notice, issue a written notice to the Company, intimating the Company that it wishes to exercise its Pre-emptive Right ("**Exercise Notice**") and shall specify there in the number of Pre-Emptive Entitlement Securities that it wishes to pay for and subscribe to, at the Issuance Price and on the terms and conditions set out in the Issuance Notice. Subject to the receipt of the payment against exercise of the Pre-emptive Right by the Pre-Emptive Right Holder, the Company shall issue and allot the relevant Pre-Emptive Entitlement Securities as is set out in the Exercise Notice to the Pre-Emptive Right Holder on the date of closing of the issuance as stated in the Issuance Notice.
- 90.3 If any of the Issuance Shares remain unsubscribed at the end of 90 (ninety) days from the date of issuance of the Issuance Notice ("**Unsubscribed Shares**"), the Board may, issue and allot such



number of the Unsubscribed Shares as are not elected to be subscribed by the Pre-Emptive Right Holders to any Person on the terms and conditions set out in the Issuance Notice within a period of 120 (one hundred and twenty) days from the date of the Unsubscribed Shares. In the event the Company does not complete the issuance and allotment to such party within 120 (one hundred and twenty) days from the date of Unsubscribed Shares, the Company shall not proceed with such issuance and allotment without issuing a fresh Issuance Notice and following the procedure set out in this Article 90 again. It is hereby clarified that in case any of the Shareholders expressly waive-off their Pre-Emptive Right in relation to any of their Pre-Emptive Entitlement Securities, then such number of Pre-Emptive Entitlement Securities shall be considered as Unsubscribed Shares, and may be issued and allotted to any Person within the timelines of 120 (one hundred and twenty) days prescribed under this Article 90.3.

90.4 Subject to mutual agreement of the Parties, the Pre-emptive Right Holders, may increase their shareholding by subscribing to such Equity Securities forming part of the Proposed Issuance, over and above their Pre-emptive Entitlement Securities, and the provisions of Article 90.1 and Article 90.2 above shall mutatis mutandis apply to this Article 90.4

90.5 Notwithstanding anything stated herein, for the purpose of this Article 90, the Shareholders shall be entitled to exercise its Pre-Emption Right through its one or more Affiliate(s).

90.6 The Parties hereby agree and acknowledge that if any Person ("**New Shareholder**") (not being an existing Shareholder) becomes a Shareholder in the Company by virtue of subscribing the Equity Securities in the manner as provided under this Article 90, then, such New Shareholder shall become a Party to the Investment Agreement by way of executing the Deed of Adherence as prescribed under Schedule VI of the Investment Agreement and the Company and Promoters shall ensure and take all necessary steps for execution of such Deed of Adherence by such New Shareholder.

91. RIGHT OF FIRST REFUSAL:

91.1 Subject to the terms of Article 91, if a Promoter ("**ROFR Transferor**") proposes to Transfer any of the Equity Securities held by such Promoter in the Company, either directly or indirectly, to any Person, then the New Investors ("**ROFR Right Holder**") shall, have a right, but not the obligation, to purchase all or part of such Equity Securities pro rata basis their inter-se shareholding in the Company on a Fully Diluted Basis ("**Right of First Refusal**"). The process to be followed for the exercise of the Right of First Refusal is set out below.

91.2 The ROFR Transferor shall first give a written notice ("**ROFR Notice**") to the ROFR Right Holder. The ROFR Notice shall state (i) the number of Equity Securities proposed to be Transferred ("**ROFR Securities**") and the number and class of Equity Securities that the ROFR Transferor owns at that time on a Fully Diluted Basis, (ii) the proposed price per Equity Security for the ROFR Securities ("**ROFR Price**"), (iii) the proposed date of consummation of the proposed Transfer, subject to the timelines prescribed under this Article 91, (iv) identity of the proposed transferee(s) ("**Proposed**



Transferee"), (v) copies of a binding offer so made, and (vi) other material terms and conditions, if any, of the proposed Transfer. Such notice shall be accompanied by a true and complete copy of all documents constituting the agreement between the ROFR Transferor and the Proposed Transferee regarding the proposed Transfer. The ROFR Transferor shall ensure that such executed document explicitly states that such transaction is subject to the Right of First Refusal and the Tag Along Right (to the extent applicable) of the New Investors.

- 91.3 The ROFR Right Holder shall be entitled to exercise its Right of First Refusal by responding to the ROFR Notice by serving a written notice ("**ROFR Exercise Notice**") on the ROFR Transferor prior to the expiry of 15 (fifteen) days from the date of receipt of the ROFR Notice ("**ROFR Period**"), communicating to the ROFR Transferor, whether or not the ROFR Price and the terms set out in the ROFR Notice are acceptable to it, and if acceptable, specifying the number of ROFR Securities with respect to which the ROFR Right Holder proposes to exercise its Right of First Refusal ("**Accepted Securities**"). In the event that the ROFR Right Holder decides to exercise its Right of First Refusal, the ROFR Transferor shall Transfer the Accepted Securities to such ROFR Right Holder, at the ROFR Price and on the terms as are mentioned in the ROFR Notice, within the period mentioned in the ROFR Notice or within 15 (fifteen) days of the ROFR Right Holder delivering the ROFR Exercise Notice, whichever is earlier.
- 91.4 If the ROFR Right Holder does not exercise their Right of First Refusal, by issuing ROFR Exercise Notice within ROFR Period or declines to exercise its Right of First Refusal or any of the ROFR Securities remain unpurchased after following the processes mentioned in Article 91.6 to Article 91 above, then, subject to Article 93 (*Tag Along Right*) below, the ROFR Transferor shall be entitled to Transfer the unpurchased ROFR Securities to the Proposed Transferee, on the same terms and conditions mentioned in the ROFR Notice and at a price per Equity Security no less than the ROFR Price.
- 91.5 If completion of the sale and Transfer to the Proposed Transferee does not take place within the period of 120 (one hundred and twenty) days following the expiry of the ROFR Period, the ROFR Transferor's right to sell the ROFR Securities shall lapse and the provisions of this Article 91 shall once again apply to the ROFR Securities.
- 91.6 The time taken for regulatory or governmental approvals shall be excluded from all timeframes set out in this Article 91.
- 91.7 Where the ROFR Right Holder requires prior legal, governmental, regulatory or Shareholder consent for acquiring the Accepted Securities pursuant to the Investment Agreement, then, notwithstanding any other provision of these Articles the ROFR Right Holder shall only be obliged to acquire the Accepted Securities once such consent or approval is obtained, and the Parties shall have applied for such approvals and use their reasonable endeavors to obtain any such required approvals within a period of 30 (thirty) days from the date of the ROFR Exercise Notice and the timelines prescribed herein shall be adjusted accordingly.



92. RIGHT OF FIRST OFFER:

- 92.1 Subject to provisions of this Article 92, if any of the New Investors ("**ROFO Transferor**"), proposes to Transfer the Equity Securities held by them in the Company ("**ROFO Securities**") to any Person (other than its Affiliates), then the ROFO Transferor shall first offer such ROFO Securities to the Promoters, who shall have the right to purchase the ROFO Securities pro-rata basis their inter-se shareholding in the Company ("**Right of First Offer**"). The process to be followed for the exercise of the Right of First Refusal is set out below.
- 92.2 ROFO Transferor shall give a written notice ("**ROFO Notice**") to Promoters. The ROFO Notice shall state the number and class of Equity Securities constituting the ROFO Securities.
- 92.3 The Promoters shall be entitled to respond vide written response ("**ROFO Exercise Notice**") to the ROFO Notice within a period of 15 (fifteen) days from the date of receipt of the ROFO Notice ("**ROFO Period**"), setting out the: (a) number of ROFO Securities, relevant Promoter proposes to purchase ("**Accepted ROFO Securities**") and (b) price that it undertakes to pay for purchasing such Accepted ROFO Securities ("**ROFO Exercise Price**").
- 92.4 In the event that a Promoter exercises its Right of First Offer by issuing a ROFO Exercise Notice within the ROFO Period, then within 15 (fifteen) days of the date of issuance of the ROFO Exercise Notice by such Promoter, the ROFO Transferor may choose to accept the terms in the ROFO Exercise Notice including the ROFO Exercise Price and proceed to Transfer the Accepted ROFO Securities specified in the ROFO Exercise Notice to the relevant.
- 92.5 In the event that Promoters does not exercise its Right of First Offer by issuing a ROFO Exercise Notice within the ROFO Period or issues a notice declining the Right of First Offer or the terms contained in the ROFO Exercise Notice of relevant Promoter are not acceptable to the ROFO Transferor, then the ROFO Transferor shall be entitled to approach any Third Party to acquire the ROFO Securities, at a price higher than the ROFO Exercise Price and more favourable than the terms set out in the ROFO Exercise Notice, within 30 (thirty) days from the expiry of ROFO Period, failing which the right of the ROFO Transferor to sell the ROFO Securities to the Third Party, shall lapse and fall away and the provisions of this Article 92 shall once again apply to any and all Transfers of Equity Securities by the ROFO Transferor.
- 92.6 The time taken for regulatory or governmental approvals shall be excluded from all timeframes set out in this Article 92.
- 92.7 The ROFO Transferors shall not make the proposed sale of the ROFO Securities other than in the manner as set out in this Article 92.7 and if purported to be made, such sale shall be void and shall not be binding on the Company and shall be deemed to be a breach of the terms of these Articles and the Investment Agreement.

93. TAG ALONG RIGHT OF NEW INVESTORS:



93.1 Subject to provisions of the Article 93 in the event that any of the Promoter(s) ("**Tag Along Transferor(s)**") proposes to transfer any Equity Securities, resulting in Transfer of more than 5% (five percent) of aggregate shareholding of the Promoters in the Company on a Fully Diluted Basis as on the date of such Transfer, to any Person (not being a Competitor), a New Investor shall (to the extent such New Investor has not exercised the Right of First Refusal in accordance with Article 92 above) have the right to sell the Equity Securities held by such New Investor on a pro rata basis (computed on a Fully Diluted Basis) in the proposed Transfer, at the same price per Equity Security and on the same terms on which the Tag Along Transferor proposes to Transfer such Equity Securities ("**Tag Along Right**").

93.2 The process to be followed for the exercise of the Tag Along Right is set out below:

- (a) Within 5 (Five) Business Days of Tag Along Transferor, becoming aware of the relevant New Investor not exercising its right of first refusal under Article 91 above, the Tag Along Transferor, shall notify such New Investor, in writing ("**Tag Along Notice**"), which shall contain the same terms and conditions as those specified in the ROFR Notice also mentioning the number of Equity Securities that such New Investor is entitled to tag pursuant to its Tag Along Right.
- (b) If the New Investor is desirous of exercising its Tag Along Right, it shall exercise the said right by giving the relevant Tag Along Transferor a written notice ("**Tag Along Exercise Notice**") to that effect within 30 (thirty) days of receipt of the Tag Along Notice ("**Tag Period**"), specifying the number of Equity Securities held by it with respect to which it has elected to exercise its Tag Along Right ("**Tag Along Securities**"), and upon giving such Tag Along Exercise Notice, the relevant New Investor shall be deemed to have effectively exercised its Tag Along Right.
- (c) In the event the New Investor elects to exercise its Tag Along Right, the Tag Along Transferor shall cause the Proposed Transferee(s) to purchase from such New Investor(s), the Tag Along Securities at the same price per Equity Security at which the Equity Securities are being purchased from the Tag Along Transferor. The New Investor will not be required to make any representation, provide any covenants or undertakings, grant any indemnifications or incur any obligations to the Proposed Transferee or any other Person (other than in relation to authority and capacity and title to and no Encumbrances on the Tag Along Securities). The Tag Along Transferor shall ensure that all of the terms of the proposed Transfer offered by the Proposed Transferee are also offered to the New Investor for the same consideration, provided that the New Investor may choose to receive (in its absolute discretion) the cash equivalent of any such consideration, which is in a form other than cash.
- (d) The Tag Along Transferor shall ensure that the Tag Along Securities offered for co-sale by the New Investor shall be Transferred to the Proposed Transferee prior to or simultaneously with the Transfer of the ROFR Securities.
- (e) If for any reason, the Proposed Transferee is unable to or refuses to acquire the Tag Along Securities (or any part thereof) within 90 (ninety) days from the receipt of the Tag Along

Exercise Notice, then, at the sole option of the New Investor, (i) the ROFR Securities being acquired by the Proposed Transferee shall be reduced such that the Proposed Transferee acquires the ROFR Securities and Tag Along Securities in proportion to the Tag Along Transferor and the relevant New Investor's pro rata shareholding in the Company, or (ii) the Tag Along Transferor shall not be entitled to Transfer any of the ROFR Securities held by them in the Company to the Proposed Transferee.

- (f) If the New Investor issues a notice declining the offer to exercise its Tag Along Right or the Tag Exercise Notice is not sent by New Investor before the expiry of the Tag Period, the offer will be deemed to have been rejected by New Investor and Tag Along Transferor shall thereafter be free to Transfer the ROFR Securities to the Proposed Transferee within a period of 30 (thirty) days from the date of expiry of the Tag Period ("**Free Sale Period**"), provided however that the Tag Along Transferor shall not Transfer the ROFR Securities to the Proposed Transferee: (1) at a price higher than the price mentioned in the ROFR Notice; and/or (2) on terms or conditions more favourable to the Tag Along Transferor than the terms set out in the ROFR Notice.
- (g) The Tag Along Transferor shall be required to furnish to the New Investor the necessary documentation evidencing the completion of the Transfer of the ROFR Securities to the Proposed Transferee within 10 (ten) days from the expiry of the Free Sale Period and the terms of such Transfer including the price at which the ROFR Securities were Transferred.
- (h) If the ROFR Securities are not Transferred within the Free Sale Period in accordance with Article 93.2 (f) above, the rights of New Investors pursuant to Article 91 and Article 93 shall again take effect with respect to any Transfer of Equity Securities held by the Tag Along Transferor.
- (i) If any of the actions out in this Article 93 cannot be undertaken due to applicable Law, then the Parties involved in the transaction shall mutually discuss and agree on an alternative to achieve the adjustment as aforesaid. If any Governmental approval, is required with respect to the actions set out under this Article 93, it shall be the obligation of the Company and the Promoters to obtain such approval.

93.3 Notwithstanding anything contrary provided under these Articles, if any Transfer by the Promoters, result in the aggregate shareholding of the Promoters as the date of such Transfer falling below 35% (thirty five percent) of their shareholding in the Company on a Fully Diluted Basis, then, the New Investors will be entitled to sell all the Equity Securities held by them in the Company, and the provisions of this Article 93 above shall, mutatis mutandis, apply, wherein, Tag Along Securities shall mean all the Equity Securities held by the relevant New Investor at that point in time.

94. SHARE TRANSFER RESTRICTIONS:

94.1 Transfer by Promoters:



94.1.1. Notwithstanding anything contained in Articles 91,92 and 93, on and from the Closing Date, the Promoters shall at all times, collectively hold not less than 35% (Thirty Five percent) of the shareholding in the Company on a Fully Diluted Basis.

94.1.2. Liquidity Transfer:

- (a) The Promoters, in aggregate, shall be entitled to Transfer the Equity Securities held by them equivalent to up to 5% (five percent) of their shareholding in the Company as on the date of such transfer and on a Fully Diluted Basis, to any Person (not being a Competitor), free from conditions laid down in Article 93 (*Tag Along Right*) but subject to the conditions laid down in Article 91 (*Right of First Refusal*) below;
- (b) Subject to the other provisions of Articles 91, 92 and 93, any Transfer of the Equity Securities held by a Promoter, directly or indirectly, in the Company, to any Person (not being a Competitor) shall be subject to the conditions laid down in Article 91 (*Right of First Refusal*) and Article 93 (*Tag Along Right*) below.

94.1.3. Notwithstanding anything contained in this Article 94, any Transfer of Equity Securities inter-se among the Promoters, shall be free from conditions laid down in Article 91 (*Right of First Refusal*) and Article 93 (*Tag Along Right*) below.

94.1.4. Subject to Article 94.1.1 to Article 94.1.3 above, each of the Promoter agree and undertake not to Transfer or sell (including Encumber) the Equity Securities held by them (either directly or indirectly) at all times, or do any other act that has the effect of Transferring the underlying beneficial or legal rights and obligations, directly or indirectly to any Person. Further, the Company undertakes not to register any Transfer in respect of the Equity Securities owned by the Promoters in violation of the aforesaid undertaking.

94.1.5. In case the Promoters are holding Equity Securities indirectly in the Company through any other entity, the aforesaid lock-in will be further applicable to the Equity Securities held by the Promoters in such particular entity. The Promoters shall not permit any third party or permit any Transfer of interest in such particular entity or in the Company, directly or indirectly.

94.2 Transfer by the New Investors:

94.2.1 Subject to Article 92 (*Right of First Offer*), but notwithstanding any other provisions contained in the Transaction Documents, the New Investors may freely Transfer all or any of the Equity Securities held by it to any Person, other than a Competitor, without any restrictions.

94.2.2 In case of Transfer of Equity Securities by a New Investor, the Company and the Promoters shall do all reasonable acts and deeds as may be necessary to give effect to such Transfer including providing customary representations and warranties and facilitating due-diligence as required. The Promoters and the Company shall facilitate and co-operate with any such Transfer including



any due diligence that may be conducted by a proposed purchaser and provide all necessary information relating to the Company to such proposed purchaser.

94.3 Transfer to Competitor:

94.3.1 Notwithstanding anything contained in these Articles, none of the Shareholders (including Promoters and New Investors) shall have the right to Transfer its Equity Securities to a Competitor; provided, however, the New Investors may Transfer any of their respective Equity Securities to a Competitor from the earlier of (i) the expiry of Exit Period, or (ii) exercise of exit rights per Article 100.

94.3.2 The Parties agree that any Transfer or grant of option or the entering into of any agreement in breach of Article 94.1 or 94.2 shall be null and void.

94.3.3 **Deed of Adherence:** No Transfer of Equity Securities by any of the Promoters and/or the New Investors under these Articles shall be complete and effective unless the purchaser of the Equity Securities from the relevant Promoter and/or a New Investor executes a Deed of Adherence as provided in the form as annexed in the Investment Agreement under Schedule VI therein, and agrees to be bound by the terms of these Articles and the Investment Agreement in accordance therewith, unless such purchaser is already a party to the Investment Agreement.

95. RESERVED MATTERS:

95.1 Subject to Article 95.3 below but notwithstanding anything to the contrary contained in these Articles or any power conferred upon the Board by the Investment Agreement, the Act or these Articles, the Company and the Promoters shall ensure that neither the Company nor any Shareholder, Director, officer, committee, committee member, employee, agent or any of their respective delegates shall (whether in any meeting of the Board, meeting of a committee of Directors, general meeting, through any resolutions by circulation or otherwise, with respect to the Company) discuss and/or take any decisions or actions in relation to any of the Reserved Matters set forth in Schedule VII, except with the affirmative consent (in writing) of LTL prior to the date of the relevant Board and/or Shareholders' meeting.

95.2 The Covenantors hereby agree that in the event the LTL notifies the Covenantors that LTL does not agree to the Company taking up such Reserved Matter in the Board or Committee or Shareholders meeting, then, such Reserved Matter shall not be taken at such meetings. In the event, no response is received from LTL within the stipulated timeline or if LTL declines its affirmative consent with respect to the Reserved Matter(s), the said matter(s) shall be said to



have been declined by LTL, and accordingly, the Board, Company and the Promoters shall ensure that such matter(s) is not undertaken by the Company whatsoever.

95.3 Fall away: Notwithstanding anything contained above, the right of LTL, in respect of the Reserved Matters, shall fall away in the event the shareholding of LTL in the Company drops below 2.5% (Two Decimal Five percent) on a Fully Diluted Basis.

95.4 The following matters shall be considered Reserved Matters for the purposes of these Articles:

- a. Alteration or changes to the rights, preferences, or privileges of any issued Equity Securities of the Company to the New Investors;
- b. Any changes to the Board composition except as provided in Article 96.2 of these Articles.
- c. Mergers, demergers, restructuring, acquisitions, change of voting control, sale or transfer of any assets or business, amalgamations, consolidations, spin-offs, compromise with creditors, other similar or related actions, either by or of the Company, including any Liquidity Event;
- d. Divestment of or sale of assets of businesses, lease, license or exchange or pledge in any other way proposing to dispose any Assets or undertaking of the Company or substantially all of the assets or undertaking of the Company;
- e. Amendments to the Memorandum of Association or Articles of Association of the Company or the charter or organizational documents of any of its future subsidiaries;
- f. Creation (by reclassification or otherwise) and/ or issuance of any new class or series of Equity Securities for the purpose of including but not limited for raising further capital of the Company;
- g. Any action that results in the redemption or buy-back of any Equity Securities of the Company;
- h. Any modifications to the capital structure of the Company including issue of any new Equity Securities, creation of options or warrants, issuance of convertible debt, reduction of share capital, bonuses, debt restructuring involving conversion into equity that involve issuance of Equity Shares;
- i. Save and except the remuneration stipulated in Clause 7.14 of the Investment Agreement, entering into or modifying any contracts or dealings by the Company with its directors and / or Promoters and / or with any Related Party;



- j. Expanding or creation of new employee option pool, option grants, through issue of employee options or any similar instrument, modification of existing or introduction of fresh schemes related to employee options;
- k. Formation of any subsidiary or entering into any joint venture or similar arrangement by the Company or any of its future subsidiaries, acquisition of other businesses or holding shares of any company (either directly or through one or more wholly owned subsidiaries);
- l. Commencement of any new line of business other than as stated in the main objects clause of the Memorandum of Association of the Company which is in effect as on the date hereof and the Business as stated in these Articles.
- m. Capital expenditures including any new investments, investments in new businesses and/or products, or acquisitions of Assets, construction or lease which is in deviation of the targets agreed under the Business Plan beyond 15% (fifteen percent);
- n. Commencement or defence of any litigation for an amount exceeding INR 10,00,000 (Indian Rupees Ten Lakhs Only) each which may be made or threatened in writing by or against the Company or any Promoter or their Affiliate. If LTL neither approves nor rejects to the proposal of the Company or the Promoters within 5 (Five) Business Days of receipt of such notice by LTL, it shall be construed as approved by LTL for such commencement or defence of any litigation which may be made or threatened in writing by or against the Company or any Promoter or their Affiliate;
- o. Winding up, discontinuation of business or restructuring procedures of the Company, or any of its Subsidiaries;
- p. Changes to accounting or tax policies or practices (other than as required by Applicable Law);
- q. Change of Control over the Company;
- r. Provision of loans to any of the Directors;
- s. Acquisition by the Company of any non-business assets;
- t. Selling or leasing or licensing of the intellectual property of the Company.
- u. Entering, causing or allowing the Company to enter into any agreements that impair or violate the rights of the New Investors or grant to any New Investors in the Company any right that may adversely affect the rights of the New Investor;



- v. Paying dividends or making distributions; and
- w. Agreeing to undertake any of the above.

96. BOARD OF DIRECTORS:

96.1 Subject to the provisions of these Articles and the Act, the Board shall be responsible for the management, supervision, direction and control of the Company and its affairs and shall ensure that the Company remains fully in compliance with all the Applicable Laws.

96.2 Board composition and appointment of Directors:

96.2.1 On and from the Closing Date, the Board shall, subject to the Applicable Laws and unless otherwise agreed in writing as per the terms of these Articles, consist the 11 (eleven) Directors appointed in the following manner:

- a. 1 (one) non-executive nominee Director of LTL ("LTL Director");
- b. 5 (five) Directors appointed on behalf of the Promoters, out of which 4 (four) Directors being the Promoters themselves and 1 (one) Director to be appointed by the Promoters (collectively referred to as the "Promoter Director(s)");
- c. 3 (three) non-executive independent Directors and 2 (two) non-executive non-independent Directors. Out of 2 (two) non-executive non-independent Directors, 1 (one) non-executive non-independent Director shall be nominated by the Existing Investors.

96.2.2 In addition to the right of LTL to appoint the LTL Director, LTL shall also be entitled to appoint 1 (One) person as a non-voting member in observer capacity ("LTL Observer"), who shall have a right to attend all the Board meetings and meetings of all committees thereof and shall be deemed to have been invited therein by the Company, save and except the audit committee ("Committees"), (whether in person, telephonic or otherwise), and the Company shall provide to such LTL Observer, concurrently with the members of the Board or the relevant Committee (as applicable), and in the same manner, notice of such meeting and a copy of all materials as provided to such members of the Board or relevant Committee (as applicable).

96.2.3 Further, LTL may choose not to exercise its right to appoint the LTL Director or the LTL Observer (as the case may be) for an interim period and such non-appointment for the interim period should not be considered as a waiver by LTL of its right to appoint LTL Director or LTL Observer (as the case may be) at any time in future. LTL is entitled to appoint LTL Director and LTL Observer at any time and the LTL Director or LTL Observer (as the case may be) so appointed shall be entitled to all such rights as have been provided for in these Articles for the LTL Director

and LTL Observer, respectively. It is hereby clarified that the LTL Director shall represent and act only for and on behalf of LTL and no other Person.

- 96.2.4 Unless otherwise agreed in writing by the LTL Director in the absence of LTL Director, any item not included in the agenda of a meeting shall not be discussed or considered or voted upon at that meeting of the Board or Committee.
- 96.2.5 The LTL Director shall be a nominee, non-retiring, non-executive Director. The LTL Director shall not be responsible for the day-to-day management and operations of the Company and shall not be considered as a "person-in-charge", "officer in default" or "occupier of premises" or "assessee in default" or "employer" or "Promoter" or such similar positions under Applicable Law. The LTL Director, being a nominee, non-executive Director, shall not be liable for any default or failure of the Company in complying with the provisions of any Applicable Laws.
- 96.2.6 The LTL Director and/or the LTL Observer may be removed by the LTL by giving a written notice to the Company and LTL shall be entitled to nominate another Director or observer in his or her place for appointment by giving notice in writing to the Company. Any such removal shall take effect upon receipt of such notice by the Company and any appointment shall take effect from the date the nominee is appointed by a resolution of the Board.
- 96.2.7 Any person to be nominated on the Board shall not have been found guilty of any acts of moral turpitude or have been convicted of any such offence and shall be eligible for appointment under the Act.
- 96.2.8 The Promoters (except Ms. Kalindhi Narayan who is a non-executive director) shall be executive Directors and shall be responsible for the conduct of the Business and day-to-day operations of the Company in consultation with the Board.
- 96.2.9 Prior to initiating IPO process, the Promoters shall ensure that the composition of the Board is in line with the regulations as specified by the Securities Exchange Board of India and in the event if such reconstitution results in reduction of Promoter Directors, then the Promoters shall ensure to reduce to such number as required under the regulations notified by SEBI to this effect.

96.3 Alternate Director and Casual Vacancy:

- 96.3.1 Subject to compliance with Section 161 of the Act, the LTL Director shall be entitled to nominate an alternate director to attend and vote at meetings of the Board in the absence of the LTL Director ("Alternate Director"). The Alternate Director shall be approved in writing by LTL and shall be appointed by the Board in accordance with the provisions of the Act and these Articles. The Alternate Director shall be entitled to attend and vote at such meetings in place of the LTL Director and generally perform all functions of the LTL Director in the absence of the LTL Director. Upon the appointment of the Alternate Director, all notices and other materials



that are circulated to the Directors shall be circulated to the LTL Director and the Alternate Director.

- 96.3.2 In the event of a casual vacancy arising on account of the resignation of a Director or the office of the Director becoming vacant for any reason, the Party who had nominated such Director shall, subject to the terms of these Articles, be entitled to designate a Director to fill the vacancy.

96.4 **Chairperson:**

The Chairperson for the meeting shall always be Mr. Nagarada Gadde Badari Narayan. However, in his absence, any other executive director present at the meeting shall act as a Chairman for such meeting. The Chairman shall have a casting or second vote.

96.5 **Notice of Board Meeting:**

At least 7 (seven) clear days prior written notice shall be given to each of the Directors and LTL Observer, of any meeting of the Board. A meeting of the Board may be held at shorter notice by sending notice to all the Directors on the Board and with the written consent (which may be signified by a letter or e- mail with receipt acknowledged) of a majority of the Directors, provided where any Reserved Matters are required to be discussed in a meeting, then written consent of LTL Director or its representative would be required to approve such shorter notice.

96.6 **Quorum:**

- 96.6.1 The quorum at the time of commencement of the meetings of the Board or of any committee of the Board shall be the presence of at least 3 (Three) Directors (or such higher number as required under Applicable Law) throughout each meeting of the Board which must, at all times, include the LTL Director and 2 (Two) Promoter Director. If the LTL expressly in writing waives presence of the LTL Director or his/her Alternate Director (if so appointed by LTL) at a meeting of the Board, it shall be deemed that the Directors present at such meeting constitute a valid quorum (subject to Applicable Law), provided that Company complies with the requirement of Article 95 (Reserved Matters), and no items are considered at such Board meeting which were not on the agenda for such Board meeting circulated to all the Directors.
- 96.6.2 If at a meeting of the Board a valid quorum is not present, despite the Directors being properly notified, the meeting shall stand automatically adjourned, by a period of 3 (three) Business Days at the same time and place as the original meeting of the Board, not more than 2 (two) times such that if the LTL director or his Alternate Director, is not present at the second adjourned meeting, then the Board can decide the matters without the presence of LTL Director, or the Alternate Director, save and except the Reserved Matters, and the procedure provided under the Act shall apply to such adjourned meetings, provided that no items are considered at such adjourned Board meeting which were not on the agenda for the original Board meeting which



was adjourned. The adjourned meeting may be convened with a shorter consent provided that the LTL Director consents to such meeting as well in writing.

- 96.6.3 Notwithstanding anything contained herein, it is hereby clarified that no action or decision in relation to a Reserved Matter can be taken by the Board in any Board meeting, or in any adjourned meetings, in the absence of the LTL Director and without prior written consent of LTL in accordance with Article 95 (Reserved Matters) of these Articles.

96.7 Meetings of the Board:

The Board shall meet at such frequency as may be necessary to discharge its duties; provided that, the Board shall meet at least once every calendar quarter (unless a higher frequency is prescribed by Applicable Law, in which case, the Board shall meet at such frequency). Resolutions of the Board shall be passed by a simple majority of votes of the Directors entitled to vote thereon and each Director shall be entitled to 1 (One) vote.

96.8 Resolution by Circulation:

- 96.8.1 Subject to the relevant provisions of the Act, a written resolution (circulated in draft form, along with all the relevant supporting documents) signed by majority of the Directors entitled to vote thereon shall be as valid and effectual as a resolution duly passed at a meeting of the Board.
- 96.8.2 No Resolution by Circulation of the Board shall be valid unless the same has been circulated to all the Directors whether in India or abroad and has been signed by each Director either in favour of or against the resolution. Subject to Applicable Law, if any Director (other than the Promoter Director and/or the LTL Director) fails or refuses to sign such Resolution by Circulation within 7 (seven) days from the date of circulation, he shall be deemed to have approved the resolution circulated to the Directors for approval.
- 96.8.3 Notwithstanding anything contained in Article 96.8.1 and 96.8.2 above, no Reserved Matter shall be resolved by Resolution by Circulation without the prior written consent of the LTL Director.

96.9 Committees of the Board:

- 96.9.1 The Board may constitute such Committees as it may deem fit and proper to assist with the management of specific aspects of the business of the Company.
- 96.9.2 The LTL Director shall be appointed as a voting member on all the Committees, save and except the audit committee where LTL Director shall be appointed as a non-voting member in observer capacity and shall have the right to attend all the meetings of the audit committee (whether in person, telephonic or other), and the Company shall provide to LTL Director, concurrently with



the members of audit committee, and in the same manner, notice of such meeting and a copy of all materials as provided to such members of the audit committee.

- 96.9.3 The provisions relating to the proceedings of the meetings of the Board contained herein (including in relation to quorum requirement) shall apply mutatis mutandis to the proceedings of the meetings of the Committees.

96.10 **Minutes:**

The Company and the Promoters agree that they will record minutes of the proceedings of every meeting of the Board and the minutes of each meeting shall be circulated to the Parties within 5 (Five) days from the date of the meeting of the Board. The minutes of each meeting shall contain a fair and accurate summary of the proceedings thereat. No minutes of any meeting, where a Reserved Matter has been discussed or resolved, shall be deemed to be a fair and accurate summary of the proceedings, unless they have been approved by the LTL Director in writing.

96.11 **Directors' and Officers' Liability Insurance Policy:**

The Company shall obtain directors' and officers' liability insurance ("D&O Policy"), for an amount to be determined by the Company and the Promoters covering the Directors (including the LTL Director), with effect from the Closing Date, on such terms that are agreeable to the LTL, and the Company shall bear all costs in relation to the same.

96.12 **Expenses:**

Subject to Applicable Law, the Company will pay all actual and reasonable out-of-pocket expenses associated with the Board meetings (including travel, boarding and lodging expenses) incurred by the LTL Director and/or the LTL Observer and any other expenses including any legal expenses incurred by them in the course of fulfilling their duties and obligations either on actual basis or up to an amount of INR 75,000 (Indian Rupees Seventy-Five Thousand only) whichever is lower. In the event the above expenses are incurred by the New Investors, then, the Company shall reimburse to the New Investors for the same.

96.13 **Indemnity:**

The Company shall indemnify, defend and hold harmless the LTL Director or its Alternate Director, if any, and the LTL Observer (together the "Indemnified Representatives") to the maximum extent permissible under Applicable Law, against: (a) any act, omission or conduct of or by the Company, or its employees as a result of which, in whole or in part, the Indemnified Representatives are made a party to, or otherwise incurs any Loss pursuant to, any action, suit, Claim or proceeding arising out of or relating to any such conduct; or (b) contravention of any Applicable Law including, without limiting the generality of the foregoing, material laws relating



to provident fund, gratuity, and labour, as applicable to the Company; and any action or proceedings taken against the Indemnified Representatives in connection with any contravention or alleged contravention of the Applicable Laws; or (c) any actual, direct or indirect Loss caused to the Indemnified Representatives, arising out of, or in relation to or otherwise in respect of such Indemnified Representative having served as a member of the Board or in relation to the business of the Company. Notwithstanding anything stated in these Articles, it is hereby clarified that such indemnification shall survive, (i) cessation of such Indemnified Representative as the Director or observer in the Company, as applicable, and (ii) termination of the Investment Agreement.

96.14 Additional Remuneration:

Subject to the Applicable Laws and with prior approval of the Board, 5% (five percent) of the profit after tax achieved by the Company in any Financial Year shall be payable to the Directors on the Board as an additional remuneration.

97. GENERAL MEETINGS:

97.1 Notice:

97.1.1 At least 21 (Twenty-One) days prior written notice of every general meeting shall be given to all Shareholders of any meeting of the Shareholders. A meeting of the Shareholders may be called by giving shorter notice with the written consent of the minimum number of Shareholders as provided by the Act and prior written consent of LTL.

97.1.2 Every notice convening a meeting of the Shareholders shall set out the agenda with details of the business to be transacted, and matters to be voted on, at such meeting and no item or business shall be transacted at such meeting unless the same has been stated in the notice convening the meeting, unless otherwise agreed in writing by the New Investors. Subject to the provisions of Article 95 (Reserved Matters), if any Reserved Matter is proposed to be placed or discussed at a meeting of the Shareholders, then, the agenda shall specifically state that a Reserved Matter is proposed to be so placed or tabled. A copy of any documents to be reviewed or discussed at such meeting shall accompany such notice.

97.2 Quorum:

97.2.1 Subject to the provisions of the Act, the quorum for all general meetings of the Company shall not be less than 5 (five) Shareholders including the presence of a representative of LTL ("LTL Representative") unless the presence of such LTL Representative is waived in writing by the LTL and the Promoter whose presence shall be essential at the beginning and throughout the meeting for the purposes of constituting the valid quorum.



97.2.2 If within half an hour of the time appointed for the meeting, a valid quorum is not present for a meeting of the Shareholders, the meeting shall automatically stand adjourned for 3 (three) Business Days at the same time and place as the original meeting of the Shareholders, ("Adjourned Shareholders Meeting") not more than 2 (two) times. No items shall be considered at the Adjourned Shareholders Meeting which were not on the agenda for the original Shareholders meeting. The quorum requirement set out in Article 97.2.1 above shall also be applicable at such Adjourned Shareholders Meeting. However, if the LTL Representative is not present at the second Adjourned Shareholders Meeting within half an hour of the time specified for the second Adjourned Shareholders Meeting, the shareholders present at the such Adjourned Shareholders Meeting, shall, subject to Applicable Law, constitute a valid quorum for matters to be discussed at such meeting and may validly transact on all matters, provided that, no discussion, decision and/or action with respect to any Reserved Matter shall be undertaken at such Adjourned Shareholders Meeting in the event the LTL Representative is not present at such Adjourned Shareholders Meeting.

97.3 Decisions of the Shareholders:

97.3.1 Subject to Article 97.2.2 above, a Shareholder shall be entitled to exercise its right to vote at general meetings by proxy and/or by an authorized representative, and such proxy or authorized representative need not be a Shareholder.

97.3.2 The Promoters undertake that they shall, at all times in general meetings, exercise their votes in such manner so as to comply with and to fully and effectively implement, the provisions of the investment agreement.

98. ESOP / SWEAT EQUITY:

The Company shall reserve and maintain an employee stock option pool of 9,77,760 options convertible into an equal number of Equity Shares, comprising 5% (five percent) of the of total paid up share capital of the Company on the Closing Date on a Fully Diluted Basis. Such ESOP pool shall be for the benefit of the senior management and employees of the Company, on terms (including conversion terms and exercise price of the options) as identified under the ESOP, in accordance with the Act and terms of these Articles.

99. ANTI-DILUTION PROTECTION, LIQUIDATION PREFERENCE AND MOST FAVOURABLE RIGHTS:

99.1 Anti-Dilution Protection:

99.1.1 If at any time, after the Execution Date but save and except in case of a Force Majeure event, the Company issues to any Person any new Equity Securities or undertakes any action, including effecting any changes in the capital structure of the Company, at a price per Equity Security that is lower than the price per Subscription Share ("Dilutive Issuance"), then the New Investors shall



be entitled to broad based weighted average anti-dilution protection in accordance with Article 102 of these Articles as to preserve the Shareholding Percentage of the New Investors (the "Anti-Dilution Right").

99.1.2 The Company shall be bound to, and the Promoters shall cause the Company to, give effect to the adjustment referred to in Article 99.1.1. above by (a) issuing and allotting to the New Investors such additional number of Equity Shares at the lowest permissible price as per Applicable Law, as such New Investor would have originally received or (b) by the Promoters transferring relevant number of Equity Shares to the New Investors or (c) adjusting the conversion ratio of the relevant Equity Securities held by the New Investors or (d) in such other manner as may be mutually agreed by the New Investors.

99.1.3 Notwithstanding anything to the contrary contained in these Articles, the issue of additional Equity Securities shall not include (a) issuance of employee stock options or management stock options, or shares issued upon exercise of such employee stock options which are approved in accordance with the ESOP, or shares issued upon exercise of such management stock options in accordance with the terms thereof; or (b) issuance upon conversion of any existing convertible Instruments, so existing as on the Closing Date, in accordance with the terms set out therein.

99.1.4 It is clarified that the terms of the new Equity Securities issued to the New Investors shall be no less favourable than any Equity Securities issued or proposed to be issued to the incoming shareholder

99.2 Liquidation Preference:

99.2.1 In case of occurrence of a Liquidity Event, the holders of CCPS shall be entitled to receive, in preference to Existing Investors, Other Shareholders and Promoters, an amount higher of (a) an amount equivalent to the amount invested by them to subscribe to / acquire the CCPS held by them as on the date of such Liquidity Event plus accrued or declared but unpaid dividends on their CCPS; or (b) amounts to be distributed from the proceeds of liquidation on a pro-rata basis amongst all Shareholders, plus all declared but unpaid dividends ("Preference Amount").

99.2.2 Any proceeds remaining after full payment of the Preference Amount, shall be distributed to the Existing Investors pari passu, on a pro rata basis, on a Fully Diluted Basis.

99.2.3 Any proceeds remaining after full payment of the relevant amounts in accordance with Article 99.2.1 and Article 99.2.2 shall be distributed amongst the Shareholders (excluding New Investors and Existing Investors) pari passu, on a pro rata basis, on a Fully Diluted Basis.

99.2.4 In the event the proceeds from liquidation are inadequate to pay the amounts as per this Article 99.2 in full to the New Investors, the entire proceeds from liquidation shall be granted to the New Investors pro-rata basis their inter-se shareholding in the Company on a Fully Diluted Basis, and no assets shall be distributed to any other Shareholders.



99.3 Most Favourable Rights:

- 99.3.1. Notwithstanding anything contained herein and without the prior written consent of the New Investors, until the filing of draft red-herring prospectus by the Company for an initial public offering of its Shares, the Company and the Promoters will not provide to any Person (including any of the Shareholders and/ or their Affiliates), directly or indirectly, any rights more favourable than those provided to the New Investors in terms of the Investment Agreement or any other Transaction Documents.
- 99.3.2. Subject to Article 99.3.1 above, with respect to the Promoters and/ or any potential third parties as specified above, if any terms and conditions which have been or are offered to the Promoters and/ or any third parties are more favourable than those offered to the New Investors under the Transaction Documents, then, such favourable terms and conditions shall automatically apply or be conferred on the New Investors with retroactive effect without consent (prior or otherwise) of any Party hereto or any third Persons, unless otherwise agreed to by the New Investors in writing. The Company shall and the Promoters shall cause the Company to take all steps as may be necessary to amend the Transaction Documents and Articles of Association to give effect to the modified rights of the New Investors.

100. EXIT RIGHTS:

- 100.1 The Company and the Promoters agree that time is of essence for the New Investors and the Existing Investors, and that the New Investors and the Existing Investors desire to exit the Company on or before the expiry of 4 (four) years from the Closing Date ("Exit Period") such that irreparable harm and damages shall be caused to the New Investors and the Existing Investors in case the Company and the Promoters do not provide timely exit to the New Investors on or before the Exit Period. The Company and the Promoters, in good faith and using best efforts, leaving no stone unturned, shall ensure that the provisions of this Article 100 shall be honoured to the fullest extent and shall ensure that the terms of this Article 100 are expressly stated in the Articles of Association. It is hereby clarified that in the event the consent of the New Investors is provided to the exit offered by the Company and the Promoters, the Existing Investors shall have the right to participate in such exit (provided under Article 100 to Article 100.5) along with and on the same terms as the New Investors. Notwithstanding anything contained above the New Investors shall be entitled to participate in any exit in preference to the Existing Investors and the other Shareholders.
- 100.2 The Company and the Promoters, jointly and severally, agree and covenant that they shall provide an exit to the New Investor and the Existing Investors, on or before the expiry of the Exit Period, either through (i) IPO as provided in Article 100.3; or (ii) Third Party Sale as provided in Article 100.4 or (iii) Buy Back as provided in Article 100.5 or otherwise, or a combination of any of the above, in the manner as provided hereunder.



100.3 Exit by the Company vide IPO:

100.3.1 Subject to Applicable Laws, if the New Investors is exiting through an IPO, the Covenantors shall, at the option of LTL, effect such IPO through Recognized Stock Exchange:

- (i) issue of new Equity Securities; and/ or
- (ii) an offer for sale of all or any of the existing Equity Securities.

100.3.2 The IPO shall be led and managed by a merchant banker who shall be appointed with the consent of LTL. The appointment of the merchant banker shall be at the cost of the Company.

100.3.3 The terms and conditions of such IPO including the size of the issue, price of the Equity Securities and related matters shall be as finalised by the Company with the consent of LTL.

100.3.4 Subject to Applicable Law, in the event an IPO is effected through an offer for sale of Equity Securities, as mentioned in Article 100.3.1 (ii) above, the New Investors shall have the right but not an obligation to offer the Equity Securities held by it in such offer for sale, in priority to any Existing Investors, Other Shareholders and the Promoters of the Company.

100.3.5 The Company and the Promoters hereby agree and undertake that they shall, without any recourse to the New Investors, whatsoever, at their own cost (i) obtain all the relevant permits and approvals, statutory or otherwise that are necessary to provide for an IPO, and (ii) complete the process of the IPO, in accordance with the terms of these Articles. All costs related to such listing shall be borne by the Company in accordance with Applicable Law. Upon the New Investors offering the Equity Securities held by it for sale at the time of IPO, the Company and the Promoters hereby undertake that they shall comply with and complete all necessary formalities to ensure such listing.

100.3.6 For the purposes of IPO and any filings to be made by the Company under any Applicable Law whether in relation to IPO or thereafter, the New Investors shall not be deemed to be a sponsor and/or a "Promoter" of the Company and shall not be required to offer or make available its Equity Securities for the purpose of mandatory lock-in applicable to "Promoters" under the SEBI regulations in respect of public offerings or otherwise.

100.3.7 The New Investors shall not give any representation, warranty or indemnity whatsoever in connection with the IPO, including to the investment banker(s), other than that the Equity Securities, if any, offered for sale by the New Investors in the IPO, have clear title; and to the extent that the LTL Director is required under mandatory Applicable Law to give any other representation, warranty, indemnity or covenant (collectively, "Director Undertaking") in connection with the IPO, the Company and the Promoters shall be liable to in turn secure, reimburse, indemnify, defend and hold harmless the New Investors on demand for and against



any and all loss, damage, liability or other cost or expenses whatsoever arising out of, in relation to or resulting from such Director Undertaking.

100.3.8 All fees and expenses (including inter alia payment of all costs relating to the listing and sponsorship, underwriting fees, listing fees, merchant banker's fees, banker's fees, brokerage, commission, and any other costs that may be incurred due to the changes to applicable Law for the time being in force) required to be paid in respect of the IPO, shall be borne and paid by the Company, and all intermediaries, agents and managers shall be appointed by the Company subject to the approval of the Board.

100.4 Third Party Sale:

100.4.1 The Company and the Promoters may provide an exit to the New Investors through sale of all the Equity Securities held by New Investors at that point in time to a Third Party purchaser by undertaking Third Party Sale on such terms and at such valuation as mutually agreed between the Company and LTL.

100.4.2 The Company and the Promoters shall provide the New Investors with a notice ("Third Party Sale Notice") setting out identity of the Third Party purchaser, the price or valuation, the number of Equity Securities to be sold, and any other matters related to the Third Party Sale, as acceptable to LTL.

100.4.3 The Company and the Promoters shall be required to provide the New Investors an exit through a Third Party Sale within 120 (one hundred and twenty) days from the receipt of the Third Party Sale Notice or any other extended time period as mutually decided between the Promoters, LTL and Third Party purchaser (in writing), but not later than the expiry of the Exit Period.

100.4.4 The Parties hereby agree to vote in favour of and to do all acts and deeds necessary for effecting the exit. In the event of a Third Party Sale, they shall offer such number of their Equity Securities for sale to the Third Party purchaser as the Third Party purchaser may mandate.

100.4.5 New Investors shall not give any representation, warranty or indemnity whatsoever in connection with the transfer of Equity Securities pursuant to Third Party Sale, other than with respect to clear title of the Equity Securities offered by New Investors in such Third Party Sale and any representations confirming the legal standing and authority of New Investors.

100.4.6 All relevant costs and expenses incurred in undertaking the Third Party Sale, shall be borne and paid by the Company.

100.5 Buy Back :

100.5.1 In the event the Company and the Promoters, have not been able to provide New Investors with a (and not partial) exit by the expiry of the Exit Period, in the manner provided under Articles



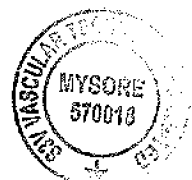
100.3 and 100.4 above, then the Company and the Promoters shall make best endeavours to provide the New Investors with an exit in the form of buyback of all, but not less than all of the Equity Securities held by the New Investors that are offered for acquisition or buy back by the Company under this Article 100.5 (the **"Buy-Back Option"**), with an IRR of 15% (fifteen percent)] on the total amount paid by relevant New Investor towards the Equity Securities held by it, in accordance with the provisions of the Act and all applicable rules prescribed thereunder (the **"Buy-Back Regulations"**) and such other Applicable Laws as may be applicable to buy-back of shares.

100.5.2 The New Investors shall have a right to require the Company to buy-back some or all of the Equity Securities held by it in accordance with the provisions of this Article 100.5, at the fair market value of the Equity Securities held by the New Investors determined in accordance with Applicable Law by a Registered Valuer nominated by/ acceptable to LTL (**"Buy-Back Price"**) by issuing a written notice to the Company (the **"Buy-Back Notice"**). It is clarified that the fair market value determined by the Registered Valuer should be acceptable to the New Investors. The Equity Securities held by the New Investors shall be bought back by the Company within a period of 30 (Thirty) days from the date of issuance of the Buy-Back Notice and the Company shall seek and obtain all applicable Governmental Approvals within the said 30 (Thirty) days period. Notwithstanding anything contained herein, the New Investors shall have the right but not an obligation to offer the Equity Securities held by it, in such buyback, in priority to the Existing Investors, Other Shareholders and Promoters. The Company and the Promoters shall ensure that the Shareholders (other than New Investors) waive their right to participate in such buy-back offer until such time all the Equity Securities held by the New Investors are bought back by the Company.

100.5.3 The Buy-Back Option shall be exercised in accordance with, and subject to, Applicable Laws. In the event that all the Equity Securities held by the New Investors cannot be bought back by the Company solely due to operation of Applicable Law (including the requirements of Section 68 of the Act and the Buy-Back Regulations), and if, on the date of the Buy-Back Notice, the number of the Equity Securities held by the New Investors, that may then be legally bought back by the Company, is less than the number of Equity Securities held by the New Investors, (the difference being **"Outstanding New Investor Shares"**), then the Company shall buy-back such legally permitted number of Equity Securities held by the New Investors and such Outstanding New Investor Shares, if any, shall be carried forward and, at the option of the New Investors, shall be bought back as soon as the Company has legally available funds for, or otherwise becomes legally capable of completing, such buy-back.

100.5.4 The Company and the Promoters undertake to do all such acts and deeds as may be necessary to give effect to the provisions of this Article 100.5 including without limitation, approving the resolutions at the meeting of the Board or Shareholders to enable the buy-back.

100.5.5 The fees of the Registered Valuer(s) appointed pursuant to this Article 100.5 shall be borne by the Company.



100.6 Without prejudice to Article 94.2 and 94.3, if the Company and Promoters are unable to provide exit to the New Investors within 5 (five) years from the Closing Date as per this Article 100 then the New Investors at their sole and absolute discretion shall be free to seek exit with respect to their own Equity Securities (and not with respect to the Equity Securities of other Shareholders) by approaching any strategic investors.

101. TERMS AND CONDITIONS OF CCPS:

101.1 Dividend:

The New Investors holding Non-cumulative Compulsorily Convertible Preference Shares ("CCPS") shall be entitled to a preferential dividend of 0.01% (Zero decimal Zero One Per Cent) per annum of the Investment Amount (i.e. amount paid the New Investors to subscribe to the CCPS), in preference to any dividend on the Equity Shares of the Company ("Preferential Dividend"). In addition, each holder of CCPS would be entitled to participate pari-passu in any cash or non-cash dividends paid to the holders of shares of all other classes, on an as-if converted basis.

101.2 Payment:

The Preferential Dividend shall be paid on a non-cumulative basis when the Company declares and distributes dividend in accordance with Applicable Law and the terms of this Article 101. The Company shall not declare, pay or set aside any dividends on the Equity Shares of the Company in a Financial Year unless it has first declared the Preferential Dividend and the New Investors first receives a dividend on each outstanding CCPS, of an amount at least equal to the Preferential Dividend. Subsequent to the distribution of Preferential Dividend, Equity Shareholders shall receive the Equity Shares dividend.

101.3 Liquidation Preference:

The CCPS shall have a liquidation preference as per provisions of these Articles.

101.4 Anti-Dilution Protection:

The holder of CCPS shall be provided anti-dilution protection in accordance with the terms of these Articles.

101.5 Conversion of CCPS:

The CCPS shall be convertible into equity shares (a) anytime at the option of the relevant New Investor; or (b) automatically upon filing of prospectus with relevant regulatory authority for the purpose of IPO; or (c) achievement of the milestone set out in Paragraph 11 of Schedule X (Covenants) of the Investment Agreement, whichever is earlier.



The CCPS shall be converted in to Equity Shares at a conversion ratio of 1: 1 (i.e. Each CCPS shall be converted into 1 (One) Equity Share) upon occurrence of the events mentioned above.

No fractional shares shall be issued upon conversion of the CCPS, and the number of Equity Shares to be issued shall be rounded to the nearest whole share.

All other terms relating to CCPS including dividend, conversion, voting rights, shall be in accordance with the terms of these Articles.

101.6 Conversion Procedure:

Each holder of a CCPS who elects to convert the same into Equity Shares shall surrender the relevant share certificate or certificates at the registered office of the Company, and shall, at the time of such surrender, give written notice to the Company that such holder has elected to convert the same and shall state in such notice the number of CCPS being converted (disregarding fractional shares), which shall be converted within 10 (ten) days after receipt of such notice and the accompanying share certificates by the Company. Subject to the requirements of Applicable Law, such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the certificate or certificates representing the CCPS, and the person entitled to receive the Equity Shares issuable upon such conversion shall be treated for all purposes as the record holder of such Equity Shares on such date.

The Conversion Ratio for the CCPS, in effect from time to time, shall be subject to adjustments as follows:

- (i) In the event the outstanding Equity Shares shall be sub-divided by share split, share dividend, bonus or otherwise, into a greater number of Equity Shares, the Conversion Ratio shall, concurrently with the effectiveness of such subdivision, be proportionately increased (i.e. each CCPS shall be entitled to a greater number of Equity Shares). In the event the outstanding Equity Shares shall be combined or consolidated into a lesser number of Equity Shares, the Conversion Ratio shall, concurrently with the effectiveness of such combination or consolidation, be proportionately decreased (i.e. each CCPS shall be entitled to lesser number of Equity Shares).
- (ii) In the event the Company makes, or fixes a record date for the determination of the holder of Equity Shares entitled to receive any distribution payable in property or in securities of the Company other than (a) for the adjustments pursuant to Article 101.3 or Article 101.4 of these Articles; or (b) in connection with the dividend under Article 101.2 of these Articles (but without prejudice to the provisions thereof), then and in each such event, the holder of CCPS shall receive, at the time of such distribution, the amount of property or the number of securities of the Company that they would have received had the CCPS been converted into Equity Shares on the date of such event on an as-if converted basis.
- (iii) If the Equity Shares shall be changed into the same or a different number of Shares of any other class or classes of shares or other securities or property, whether by capital reorganization, reclassification or otherwise, then each CCPS shall thereafter be convertible at the option



holder into (a) such number of shares or other securities or property to which a holder of Equity Shares of the Company, deliverable upon conversion of such CCPS, shall have been entitled, upon such reorganization, reclassification or other event; or (b) Equity Shares.

101.7 Reorganization, Reclassification:

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

- (i) the Company shall mail to holder of CCPS, at the holder's address as it appears on the books of the Company, as promptly as possible but in any event at least fifteen (15) days prior to the applicable date hereinafter specified, a notice stating the date on which a record is to be taken for the purpose of such distribution or granting of rights or warrants or, if a record is not to be taken, the date as on which the holders of Equity Shares on record shall be entitled to such distribution or granting of rights or warrants to be determined.
- (ii) the Company shall execute and deliver to the holder of CCPS at least 15 (fifteen) Business Days prior to effecting such Reorganisation Transaction a certificate, signed by (i) the chief executive officer of the Company and (ii) the chief financial officer of the Company and (iii) the Promoters, stating that the holder of CCPS shall have the right to receive in such Reorganisation Transaction, in respect of each CCPS held by it on as if converted basis, a security identical to (and not less favourable than) those offered in respect of the Equity Shares in relation to that Reorganisation Transaction, and provision shall be made therefor in the agreement, if any, relating to such Reorganisation Transaction.

101.8 Voting Rights:

The holders of the CCPS shall be entitled to receive notice of and vote on all matters that are submitted to the vote of the Shareholders of the Company (including the holders of Equity Shares). Each of the Promoter and the Company hereby acknowledge that the New Investors has agreed to subscribe to the CCPS on the basis that the New Investors will be able to exercise voting rights on their CCPS, as if the same were converted into Equity Shares. Each CCPS shall entitle the holder to the number of votes equal to the number of whole or fractional Equity Shares into which such CCPS could then be converted as per the Conversion Ratio, stated above.

The Company and the Promoters agree and undertake to perform each of the actions, required to be undertaken/completed under the Applicable Laws, with respect to the actions set forth in Article 101 of these Articles, including without limitation, filing of relevant forms with the registrar of companies and completion of all formalities within the statutory timelines.

101.9 General:



Certificate of Adjustment. In each case of any adjustment, the Company shall cause any of its Directors to compute such adjustment or readjustment and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by mail, postage prepaid, to the New Investors at his address as shown in the Company's statutory registers.

No Impairment. The Company shall not avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but shall at all times in good faith assist in carrying out all such action as may be reasonably necessary or appropriate in order to protect the conversion rights of the New Investors against impairment.

Variation. The terms of the CCPS shall not be varied without the written consent of the New Investors.

If any of the steps set out in Article 101 of these Articles cannot be undertaken due to Applicable Law, then the Company, the Promoters and the New Investors shall mutually discuss and agree on an alternative to achieve the adjustment as aforesaid. If any Government Approval, in India, is required with respect to any of the steps set out in this Article 101 of these Articles, it shall be the obligation of the Company and the Promoters to obtain such approval.

102. ANTI DILUTION BROAD BASED WEIGHTED AVERAGE MECHANISM:

102.1 Upon occurrence of Dilutive Issuance, the adjusted conversion price of the Equity Securities ("NCP"), in each such instance will be calculated as follows:

102.2 $NCP = \{OCP \times (SO + SP)\} / (SO + SAP)$, where:

102.2.1 OCP = The price paid by New Investors in case of subscribing the Equity Shares or prevailing conversion price in case of the convertible Equity Securities or conversion price at which Equity Shares which were issued pursuant to conversion of any convertible Equity Securities (before adjustment), as the case may be;

102.2.2 SO = The aggregate of all the Equity Shares outstanding immediately prior to the Dilutive Issuance reckoned on a Fully Diluted Basis;

102.2.3 SP = The total consideration received by the Company from the subscriber of the Dilutive Issuance divided by OCP; and

102.2.4 SAP = Number of Equity Shares (on a Fully Diluted Basis) actually issued in the Dilutive Issuance.

102.3 If a large number of convertible Equity Securities have been converted to Equity Shares, then this anti-dilution mechanism shall be accomplished as far as is possible under applicable Law by an adjustment to the relevant conversion price of the relevant convertible Equity Securities, and thereafter by issuing such number of Equity Shares to New Investors, as the case may be, at the lowest price possible under applicable Law, so as to give full effect to the broad based weighted average anti-dilution rights per the formula set out above.



- 102.4 If all of the convertible Equity Securities have been converted to Equity Shares, then this anti-dilution mechanism shall be accomplished by issuing such number of Equity Shares to the relevant holders of Equity Securities at the lowest price possible under applicable Law, so as to give full effect to the broad based weighted average anti-dilution rights per the formula set out above.
- 102.5 It is clarified that no upward adjustment to the conversion ratio of the Equity Securities then in effect shall be made pursuant to any Dilutive Issuance.
- 102.6 It is hereby clarified that in the event a shareholder has acquired Equity Securities at different prices in different series of financing in the Company, then the above formula shall be applied severally to each series of Equity Securities that were acquired at a valuation higher than that of the Dilutive Issuance. As a result, references to NCP, OCP, SP and Equity Securities shall be construed and applied in the context of each series of Equity Securities held by a shareholder and subject to the terms of these Articles.

103. MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION:

- i Subject to the Applicable Law, in the event of any conflict between the terms and provisions of the Investment Agreement and the Constitutional Documents, then, the provisions of the Investment Agreement shall prevail over the Constitutional Documents. The Parties shall take all steps to amend the Constitutional Documents to conform to the provisions of the Investment Agreement.
- ii The Shareholders shall consent to undertake and confirm to cause the Company to, amend and alter the Memorandum of Association and/or the Articles of Association from time to time to reflect any changes made to the Investment Agreement from time to time.

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Sl.no	Signature with Name, Address, Descriptions and occupation of the Subscriber(s)	No of shares taken by each subscriber	Signature with Name, Address, Descriptions and occupation of the Witness
1	Sd/- NAGARADA GADDE BADARI NARAYAN 2-2-647/185/A, 3 rd street Sharada Nagar, Bagh amber pet, Hyderabad – 500013, Andhra Pradesh s/o Mr. Nagarada Gadde Raj A Gopal Business Camp At: Bangalore.	5000 (Five thousand)	Both the Subscribers have signed before me: Sd/- Padmavati K w/o Sunil Raj K.P 411, 1 st floor, 4 th cross, Jayanagar 7 th block(w) Bangalore – 560070
2	Sd/- VIJAYA GOPAL NAGARADA GADDE Plot No. 82, rd.no.6 Arunodayanagar Nagole, Hyderabad – 500068 Andhra Pradesh s/o Mr. Nagarada Gadde Badari Narayan Professional Consultant Camp At: Bangalore	5000 (Five thousand)	Company Secretary in practice ACS 9613 FCS 6457 PCS 3963
	Grand Total	10,000	
TEN THOUSAND EQUITY SHARES ONLY			

Place: Bangalore
Date: 03/08/2011

Amended on 26/04/2024

For S3V Vascular Technologies Limited

A. G. Vishnu Sharma

Director

Whole time Director & CFO

DIN: 06949149

