

Ao Ministério da Saúde do Brasil,

Nós da Bharat Biotech Limited International, estabelecidos no endereço Genoma Valley, Sharmeerpet, Hyderabad 500 078, autorizamos a:

Precisa Comercialização de Medicamentos Ltda., estabelecida na Av. Portugal nº 1100, rua 05 parte A 14 B, bairro Itaquí, Itapevi-SP, Cep: 09.696-060, inscrita no CNPJ nº 03.394.919-0005-00 e I.E. 373.186.79.111 para ser nosso representante legal e exclusivo no Brasil com poder de receber todas as notificações do Governo, sendo responsável administrativamente e judicialmente por meio de sua legislação nacional. A empresa também está autorizada a participar de todos os processos de aquisição oficiais do Ministério da Saúde da Covaxin (vacina contra o Sars-CoV-2) produzidas pela Bharat Biotech International Limited, negociando preços e condições de pagamento, assim como datas de entrega, e todos os detalhes pertinentes a operação, formalizando o contrato para nós, através da empresa Precisa legalmente representada e nomeada.

Por meio desta, estendemos a nossa garantia total para o fornecimento da Covaxin atendendo aos termos que serão apresentados em contrato.

Hyderabad, 19 de fevereiro de 2021.



Yours Sincerely

For Bharat Biotech International Limited



Dr Krishna Mohan Vadrevu
Executive Director

BHARAT BIOTECH INTERNATIONAL LIMITED

Genome Valley, Shameerpet, Hyderabad - 500 078, Telangana, India
T: +91 40 2348 0567 / 4645 4545 M: +91 99480 80567 F: +91 40 2348 0560
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CIN: U24230TG1996PLC023232

Typbar 

ROTAVAC[®]



MANOEL ANTONIO SCHIMIDT

Tradutor Público Juramentado e Intérprete Comercial
Matrícula Nº 490 da Junta Comercial do Estado de São Paulo

Praça da Sé, 21 - 14º Andar - Sala 1409 - Centro - São Paulo - SP - Tel.: (11) 3291-4420

LIVRO Nº 713

FOLHA Nº 1

TRADUÇÃO Nº

I-187.393/21

CERTIFICO e dou fé, para os fins de direito, que o texto abaixo é tradução fiel de um documento em língua inglesa que me foi apresentado por pessoa interessada.

[Papel Timbrado]: Bharat Biotech International Limited.

[Logotipo]: BHARAT BIOTECH *Lead Innovation*.

[Data]: 5 de outubro de 2020.

A QUEM INTERESSAR POSSA

Re.: Precisa Comercialização de Medicamentos Ltda.

Serve o presente para lhe informar que a **Precisa Comercialização de Medicamentos Ltda.**, uma sociedade registrada de acordo com as leis do Brasil, tendo sua sede social/principal local de negócios na Av. Portugal, 1100 – Rua 5 Parte A 14 A – Itapevi, SP Cep: 06696-060, neste ato doravante denominada como “PRECISA”, é nomeada como um representante da Bharat Biotech International Ltd. no Brasil e, nós autorizamos ela a emitir documentos e iniciar discussões com os nossos candidatos à vacina do COVID-19 com entidades públicas e privadas, incluindo a ANVISA – a agência regulatória de saúde brasileira.

Este certificado de autorização é válido pelo período de 180 dias a partir da data de assinatura desta carta.

Pela Bharat Biotech International Limited,-

Assinado: [assinatura ilegível].

Nome: Sr. Venkatraman S.H.

Cargo: Vice Presidente – Negócios Internacionais.

[Consta o selo oficial da Bharat Biotech International Limited].

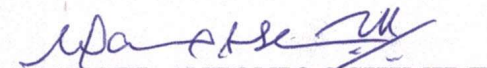
[Constam logotipos].

NADA MAIS constava do referido original, que devolvo ao interessado com esta tradução fiel que conferi, achei conforme e assino, na data abaixo. DOU FÉ.

Top/4814

São Paulo, 23 de fevereiro de 2021.




MANOEL ANTONIO SCHIMIDT
Tradutor Público

90 TABELÃO DE NOTAS

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Reconheço a 1ª firma sem valor econômico por semelhança de MANOEL ANTONIO SCHINIDZ, do que dou fé.

Em tesº da verdade, RONALDO HOLANDA DA SILVA - ESCRIVENTE

São Paulo/Capital, 23 de fevereiro de 2021. Valor recebido R\$ 6,75

Válido somente com selo de autenticidade. Selos pagos por verba

Colégio Notarial do Brasil

113787

FIRMA 1

S11020AA0774670




5th October 2020

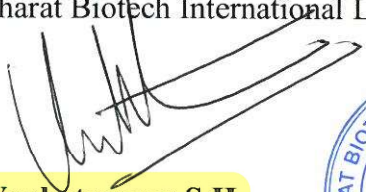
TO WHOMSOEVER IT MAY CONCERN

RE: Precisa Comercialização de Medicamentos Ltda

This is to inform you that **Precisa Comercialização de Medicamentos Ltda**, a company registered under the laws of Brazil, having its registered/principle place of business office is at Av. Portugal, 1100 - Rua 5 Parte A 14 A-Itapevi, SP Cep: 06696-060, herein after referred to as "**PRECISA**", is appointed as a Bharat Biotech International Ltd. representative in the Brazil and we authorize them to submit documents, and initiate discussions for our COVID-19 vaccine candidates with public and private entities, including ANVISA – the Brazilian health regulatory agency.

This authorization certificate is valid for a period of 180 days from the date of signing of this letter.

For Bharat Biotech International Limited,


Mr. Venkatraman S.H.

Associate Vice President – International Business





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Memorando de Entendimento

O presente Memorando de Entendimento [doravante denominado como "MOU"] é celebrado em 24 de novembro de 2020 (a "Data Efetiva"), por e entre:-

Bharat Biotech International Limited, uma sociedade constituída de acordo com a Lei das Sociedades de 1956, tendo sua sede social situada em Genome Valley, Shamberpet, Hyderabad – 500 078, Telangana, Índia (cujo termo deverá incluir seus sucessores, e cessionários permitidos) [Doravante denominada como a "BBIL"], da PRIMEIRA PARTE;

E-

Precisa Comercialização de Medicamentos Ltda, uma sociedade constituída de acordo com as leis de Brasil, com sede social na Av. Portugal, 1100 - Rua 5 Parte A 14 A-Itapevi, SP Cep: 06696-060, (doravante denominada como a "PRECISA"), cujo termo deverá incluir seus sucessores, afiliadas, subsidiárias e cessionários permitidos da SEGUNDA PARTE;

E-

Envixia Pharmaceuticals LLC, uma sociedade da *International Free Zone Authority* [Autoridade da Zona Livre Internacional], Fujairah - Emirados Árabes Unidos com sede social em Kidnah, Block [Bloco] A, Plot [Lote] 4, Fujairah - Emirados Árabes Unidos, (doravante denominada como a "Envixia"), cujo termo deverá incluir seus sucessores, afiliadas, subsidiárias e cessionários permitidos da TERCEIRA PARTE; também são doravante denominadas, individualmente, como uma "Parte", ou, em conjunto, ou cumulativamente, como as "Partes".

CONSIDERANDO QUE, a BBIL é uma fabricante líder de vacinas e biofarmacêuticos na Índia, e tem tecnologia considerável, segredo comercial, *know-how* e experiência em pesquisa com relação à fabricação e à produção comercial de vacinas e bioterapêuticos e também estabeleceu sua rede de marketing e distribuição para esse(s) produto(s) na Índia, bem como fora do país;

E CONSIDERANDO QUE, a PRECISA é uma sociedade com mais de 20 anos de experiência no mercado brasileiro de saúde, especializada na importação e distribuição de grandes volumes de produtos de saúde, além de atuar de forma inovadora em conjunto com outras grandes empresas internacionais.

E CONSIDERANDO QUE, a Envixia tem grande experiência na Importação e Comércio de Medicamentos, Dispositivos Médicos e Equipamentos,-

E CONSIDERANDO QUE, as Partes almejam iniciar uma discussão a respeito da relação comercial para a introdução da vacina candidata para a COVID-19 da BBIL, COVAXIN™, no Brasil [doravante denominado como o "Propósito"].

E CONSIDERANDO QUE, cada Parte reconhece que, para o desempenho efetivo nos termos deste Contrato e para o bom funcionamento do Propósito, cada Parte deve se obrigar aos compromissos assumidos nos termos deste MOU com o melhor de sua capacidade e com a maior boa-fé.

E CONSIDERANDO QUE, as Partes desejam assegurar a proteção e preservação de determinadas informações confidenciais e/ ou proprietárias a serem divulgadas ou



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disponibilizadas por ou em nome de uma parte para a outra parte no decorrer de suas discussões (incluindo estratégias, comerciais, clínicas ou científicas), se houver, ou em discussões sobre uma eventual colaboração (incluindo, sem limitação, técnica, estratégica, comercial, clínica ou científica) entre elas.

E AGORA, POR CONSEQUENTE, em vista das premissas e avenças mútuas contidas no presente e mediante boa e valiosa contraprestação, cujo recebimento e suficiência é por meio deste reconhecido, **E COM A INTENÇÃO DE ESTAREM LEGALMENTE VINCULADAS**, as Partes acordam o seguinte:-

1. TERMOS DO MOU.

1.1. Colaboração - Precisa, Envixia e BBIL, neste ato, acordam este MOU, sob o qual as Partes pretendem colaborar no que diz respeito ao Propósito. As obrigações mútuas das Partes sob tal colaboração deverão ser conforme estabelecido no presente como Anexo 1 deste Contrato.

2. VIGÊNCIA E RESCISÃO.

2.1. Vigência - O presente MOU deverá entrar em vigor na Data Efetiva e deverá ser efetivo por 02 (dois) anos a partir da Data Efetiva, a menos que ambas as Partes concordem em estender o MOU por escrito ou, a menos que, seja rescindido anteriormente por qualquer uma das Partes nos termos da Seção 2.2 deste Contrato.

2.2. Rescisão deste MOU - Qualquer uma das Partes pode rescindir este MOU por qualquer motivo ou sem motivo, mediante notificação por escrito de 30 (trinta) dias à outra Parte.

3. CONFIDENCIALIDADE E PUBLICIDADE.

3.1. Obrigações de Não Divulgação e Não Uso - Em todos os momentos durante a vigência deste MOU e pelo período de 03 (três) anos após a rescisão ou expiração deste, cada Parte deverá, e deverá fazer com que seus administradores, diretores, colaboradores e agentes, não divulguem e não usem nenhuma Informação Confidencial fornecida ou de outra forma dada a eles pela outra Parte, exceto na medida em que tal divulgação ou uso seja expressamente permitido pela termos deste MOU ou seja razoavelmente necessário para o desempenho deste MOU. As obrigações de confidencialidade deverão sobreviver com relação aos segredos comerciais na medida em que a Parte Divulgadora, detentora dos segredos comerciais, classifique para as outras Partes na notificação prévia por escrito que tais Informações Confidenciais serão tratadas como "segredo comercial", e tais Informações Confidenciais mantêm seu status de segredo comercial. Nenhuma das Partes deverá fazer qualquer uso não permitido das Informações Confidenciais sem a autorização prévia por escrito específica da parte divulgadora.

3.2. Informações Confidenciais - Todas as informações, sejam orais, escritas, gráficas, eletrônicas ou outra forma (incluindo cópias dessas), incluindo, mas não se limitando a informações, dados, segredos comerciais, fórmulas, processos, ideias de produtos, *know-how*, amostra ou modelo, que é divulgada por ou em nome de uma Parte (a "**Parte Divulgadora**") à outra Parte (a "**Parte Receptora**") nos termos deste Contrato, deverão ser consideradas como sendo "Informações Confidenciais". Para os fins deste MOU, "**Informações Confidenciais**" significam toda e qualquer informação ou material de uma Parte, incluindo, mas não se limitando aos termos deste MOU ou informações ou material relacionado ao segredo comercial, *know-how*, dossiê do



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produto, patente (seja o pedido ou concedido), marcas registradas, propriedade intelectual (protegida ou não), dados/ informações de ensaio clínico, relatórios, informações científicas, regulatórias ou comerciais ou outra atividade de qualquer uma das Partes que seja divulgada à outra Parte em conexão com este MOU por escrito ou em qualquer forma ou mídia (ou oralmente ou visualmente), sinalizada ou não como confidencial. Não obstante o acima exposto, as Informações Confidenciais não deverão incluir qualquer informação que:-

3.2.1. é ou se torna parte do domínio público sem nenhum ato ilícito, falha ou negligência por parte da Parte receptora;

3.2.2. está disponível em outras fontes que não têm qualquer obrigação de confidencialidade com respeito à informação;

3.2.3. foi disponibilizada pela Parte fornecedora a terceiros, sem qualquer obrigação de confidencialidade;

3.2.4. já está em posse da Parte receptora no momento da divulgação, como evidenciado por documentação ou outra evidência pertinente; ou-

3.2.5. foi desenvolvida de forma independente por ou para a Parte receptora sem referência às Informações Confidenciais da Parte fornecedora, conforme evidenciado pela documentação ou outra evidência competente.

Não obstante quaisquer outras disposições deste Contrato, não deverá ser uma violação deste Contrato por qualquer Parte divulgar quaisquer Informações Confidenciais em consonância a uma ordem de tribunal ou um pedido vinculativo de uma autoridade estatutária ou regulatória (ou outra autoridade similar) com jurisdição para exigir a divulgação de tais informações, desde que a Parte Receptora forneça todas as notificações razoáveis por escrito com antecedência sobre tal divulgação para a outra Parte, dando oportunidade razoável para revisar a divulgação antes que esta seja feita e interpor sua própria objeção à divulgação e limitar a divulgação na medida necessária para atender a tal solicitação.

3.3. Publicações - Cada Parte deverá ter o direito de apresentar, publicar e de outra forma publicamente divulgar informações que desenvolveu ou descobriu em atividades conjuntas, desde que (a) não divulgue qualquer Informação Confidencial da outra Parte em tal divulgação (exceto conforme expressamente permitido de acordo com o presente); e (b) forneça à outra Parte cópias antecipadas de cada divulgação proposta pelo menos 30 (trinta) dias antes da submissão para apresentação, publicação ou outra divulgação. A pedido da Parte não publicadora dentro de tal período de 30 (trinta) dias, a publicação será retida por mais 30 (trinta) dias. Cada Parte receberá crédito, se solicitado, por escrito para seu apoio na descoberta ou desenvolvimento da informação. Os direitos sobre a autoria deverão ser determinados pelos modos aceitáveis, conforme praticados nos direitos de publicação.

3.4. Uso do nome da Parte - Nenhuma das Partes pode usar o nome da outra parte em material de propaganda ou de publicidade, nem em qualquer outra publicação ou fazer declaração ou afirmação sem primeiro ter obtido a permissão por escrito da outra Parte. Nenhuma das Partes deverá emitir qualquer comunicado à imprensa ou outra declaração pública concernente a este MOU ou a outras atividades conjuntas sem o consentimento prévio por escrito da outra Parte.



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3.5. Devolução das Informações Confidenciais - Todas as cópias, incluindo, mas não se limitando a notas, dossiê de produto, relatórios, dados de ensaios clínicos e outros instrumentos escritos, impressos ou outros materiais tangíveis, sejam documentados ou armazenados por escrito, gráficos, eletrônicos, magnéticos ou qualquer outra forma de Informação Confidencial, deverão ser destruídas ou devolvidas à Parte Divulgadora mediante pedido, expiração ou rescisão antecipada deste Contrato a qualquer momento, e em qualquer caso, não mais tardar do que 30 (trinta) dias após a expiração ou rescisão deste Contrato, exceto que a Parte Receptora possa reter uma cópia das Informações Confidenciais para fins de arquivamento jurídico. Todas as Informações Confidenciais de uma Parte Divulgadora (incluindo todas as suas cópias) deverão ser a todos os momentos de propriedade de tal Parte Divulgadora.

3.6. Propriedade - Informações Confidenciais (incluindo todas as cópias destas) divulgadas pela Parte Divulgadora de acordo com o presente deverão permanecer como sendo propriedade de tal Parte Divulgadora. Nada neste Contrato deverá ser interpretado, por implicação ou de outra forma, como uma concessão, cessão, arrendamento, hipoteca de qualquer direito ou licença das Informações Confidenciais, marcas registradas, invenções, direitos autorais ou patentes, como uma concessão de uma licença para a Parte Receptora usar quaisquer das Informações Confidenciais da Parte Divulgadora, exceto conforme expressamente definido no presente, ou como uma obrigação para celebrar quaisquer outros contratos relacionados a qualquer Informações Confidenciais ou qualquer eventual relação comercial.

3.7. Dano Irreparável - As Partes reconhecem e concordam expressamente que qualquer divulgação, em violação deste Contrato, das Informações pela Parte Receptora destas poderia ser prejudicial para os negócios da Parte Divulgadora e pode causar prejuízos e danos irreparáveis. De acordo com a lei aplicável e além de quaisquer outros direitos e recursos previstos no presente, tal Parte Divulgadora deverá ter o direito de buscar recurso em equidade por meio de ordem judicial ou de outra forma.

4. RESPONSABILIDADE E INDENIZAÇÃO.

4.1. Declarações Mútuas - Cada uma das Partes declara e garante à outra Parte que (a) tem o poder e autoridade necessários para celebrar este MOU e para agir de acordo com seus termos, e que o funcionário que assina este MOU tem autoridade para fazê-lo; (b) a execução, entrega e desempenho pela Parte deste MOU não infringe e não irá infringir ou entrar em conflito com os documentos estatutários da Parte ou quaisquer leis aplicáveis, ou constituem uma inadimplência em qualquer aspecto material de qualquer contrato ou instrumento da qual a Parte é uma parte; e (c) é financeiramente capaz de satisfazer todos os compromissos de financiamento assumidos em quaisquer atividades conjuntas.

4.2. TERMO DE RESPONSABILIDADE DE DECLARAÇÕES E GARANTIAS - EXCETO PARA AS DECLARAÇÕES E GARANTIAS PREVISTAS NA SEÇÃO 4.1 DESTES MOU, NENHUMA DAS PARTES FAZ QUALQUER DECLARAÇÃO OU CONCEDE QUALQUER GARANTIA, DE ACORDO COM O PRESENTE, PARA A OUTRA PARTE, SEJA EXPRESSA OU IMPLÍCITA, QUANTO A QUALQUER QUESTÃO QUE SEJA.



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4.3. Indenização - Cada Parte deverá desobrigar, indenizar e isentar de responsabilidade a outra Parte, suas Afiliadas e seus respectivos diretores, administradores, colaboradores e agentes de e contra todas e quaisquer perdas, danos, responsabilidades, custos e despesas (incluindo honorários advocatícios e despesas razoáveis) em relação a todo e qualquer processo, investigações, reivindicações ou demandas de terceiros decorrentes de, ou ocorrendo como um resultado de: (a) qualquer violação material pela Parte indenizadora deste MOU, (b) a negligência grosseira ou dolo por parte da Parte indenizadora ou de suas Afiliadas ou seus respectivos diretores, administradores, colaboradores e agentes no desempenho de obrigações ou exercício de direitos nos termos deste MOU, ou (c) qualquer violação da lei aplicável pela Parte indenizadora ou suas Afiliadas ou seus respectivos diretores, administradores, colaboradores e agentes no desempenho de obrigações ou exercício de direitos nos termos deste MOU, exceto, em cada caso ((a)-(c)), para aquelas Perdas pelas quais a Parte indenizada tem a obrigação de indenizar a Parte indenizadora em consonância a esta Seção 4.3, sobre quais Perdas cada Parte deverá indenizar a outra somente na medida de sua responsabilidade respectiva.

4.4. LIMITAÇÃO DE RESPONSABILIDADE - EM NENHUMA HIPÓTESE QUALQUER DAS PARTES DEVERÁ SER RESPONSÁVEL POR DANOS ESPECIAIS, INDIRETOS, INCIDENTAIS OU CONSEQUENCIAIS OU PERDA DE RECEITA, SEJA EM CONTRATO, GARANTIA, NEGLIGÊNCIA, ATO ILÍCITO, RESPONSABILIDADE ESTRITA OU DE OUTRA FORMA, DECORRENTE DE QUALQUER VIOLAÇÃO DE OU FALHA EM EXECUTAR QUALQUER UMA DAS DISPOSIÇÕES DESTES MOU.

5. LEI VIGENTE E RESOLUÇÃO DE LITÍGIOS.

5.1. Lei Vigente - Este MOU deverá ser regido e interpretado de acordo com as leis da Índia.

5.2 Arbitragem - Qualquer litígio ou controvérsia decorrente deste MOU que não possa ser resolvido amigavelmente pelas Partes, deverá ser resolvido por arbitragem vinculativa nos termos da Lei de Arbitragem e Conciliação de 1996. O local da arbitragem deverá ser em Hyderabad, Índia. Nada em esta Seção 5.2 deverá impedir qualquer das Partes de buscar medidas de reparação interinas ou provisórias, incluindo uma ordem de restrição temporária, liminar ou outro recurso em equidade interino, concernente a um litígio, antes ou durante qualquer arbitragem, se necessário, a fim de proteger os interesses de tal Parte.

6. DIREITOS DE PROPRIEDADE INTELECTUAL.

6.1 Definições:-

(a) **"Invenção"** significa qualquer descoberta, conceito ou ideia, patenteável ou não, e decorrente diretamente do desempenho do Propósito nos termos deste MOU, incluindo, mas não limitado a processos, métodos, software, produtos de pesquisa tangíveis, fórmulas e técnicas, melhorias destes e *know-how* relacionado a estes.

(b) **"Direitos de Propriedade Intelectual"** significa patentes, marcas registradas, nomes comerciais, marcas de serviço, direitos autorais de nomes de domínio, segredo comercial, *know-how*, material biológico natural, híbrido, recombinante e sintético e melhorias e modificações nestes, direitos em e aos bancos de dados (incluindo direitos para impedir a extração ou reutilização de informações de um banco de dados), direitos



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de *design*, direitos de topografia e todos os direitos ou formas de proteção de natureza similar ou tendo efeito equivalente ou similar a qualquer um deles que possa subsistir em qualquer parte do mundo, seja ou não alguns deles registrados/ concedidos e/ ou podem incluir pedidos de registro de quaisquer deles ou não podem ter solicitado o registro, mas ainda seriam considerados de modo a incluir como Propriedade Intelectual.

(c) “*Know How*” deverá significar todas as informações técnicas e outras que não estão em público domínio (exceto como resultado de uma quebra de confiança), incluindo, mas não se limitando a informações compreendendo ou relacionadas a conceitos, descobertas, dados, *designs*, fórmulas, ideias, invenções, métodos, modelos, procedimentos, *designs* para experimentos e testes e resultados da experimentação e teste, processos, especificações e técnicas, registros laboratoriais, dados clínicos, dados de fabricação e informações contidas em submissões a autoridades regulatórias, protegidas ou não por Direitos de Propriedade Intelectual ou quaisquer pedidos para tais direitos.

6.2 Cada Parte deverá permanecer sendo a única proprietária e tem direitos, títulos e interesses exclusivos, em qualquer e todos os Direitos de Propriedade Intelectual, que foram concebidos ou desenvolvidos, a qualquer momento, independentemente da outra Parte nos termos deste MOU.

6.3 Todos os direitos, títulos e interesses em qualquer Invenção, Direitos de Propriedade Intelectual concebidos, desenvolvidos e/ ou reduzidos à prática como um resultado direto ou indireto do desempenho por qualquer uma das Partes nos termos deste Contrato, deverão pertencer exclusivamente à BBIL. A BBIL deverá ser a única responsável pelas despesas incorridas na apresentação, processo, emissão e/ ou manutenção de qualquer pedido de patente ou emissão de patente neste âmbito. Processos, litígios e custas adicionais, incluindo honorários advocatícios, se houver, deverão ser posteriormente arcados pela BBIL. A Precisa e a Envixia deverão cooperar com a BBIL, de boa-fé e no melhor de sua capacidade, a fim de substanciar com documentos e informações, conforme seja necessário para a implementação bem-sucedida, incluindo, sem limitação, procedimentos com documentação, processos e litígios.

7. DISPOSIÇÕES GERAIS.

7.1. **Renúncia** - Nenhuma falha ou atraso por parte de qualquer uma das partes no exercício de qualquer direito, poder ou privilégio nos termos deste MOU funcionará como uma renúncia deste, nem qualquer o exercício único ou parcial de qualquer direito, poder ou privilégio operará como uma renúncia de qualquer exercício.

7.2. **Cessão** - Sem o consentimento prévio por escrito da outra Parte, nenhuma das Partes deverá vender, transferir, ceder, delegar, penhorar ou de outra forma alinear, voluntariamente, involuntariamente, por força da lei ou de outra forma, este MOU ou qualquer um de seus direitos ou deveres de acordo com o presente ou neste âmbito.

7.3. **Notificações** - Todas as notificações nos termos deste MOU deverão ser feitas por escrito e deverão ser consideradas dadas quando entregues pessoalmente ou quando enviadas por fax, ou enviadas por e-mail confirmado ou enviadas por correio para o endereço da parte definido neste MOU.



MANOEL ANTONIO SCHIMIDT

Tradutor Público Juramentado e Intérprete Comercial
Matrícula Nº 490 da Junta Comercial do Estado de São Paulo

Praça da Sé, 21 - 14º Andar - Sala 1409 - Centro - São Paulo - SP - Tel.: (11) 3291-4420

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7.4 Contratados Independentes - A relação das Partes é a de contratados independentes e não agentes uns dos outros ou *joint ventures* ou parceiros, independentemente se uma ou ambas as Partes estabelecem um escritório na sede da outra Parte. Cada Parte deverá manter o controle único e exclusivo sobre seu pessoal e operações. Nenhuma das Partes deverá ter o poder de vincular ou obrigar a outra Parte de qualquer forma, incluindo em conexão com arrecadação de fundos, pedido de subsídios, defesa e atividades relacionadas à política.

7.5. MOU Definitivo - O presente MOU constitui o contrato definitivo entre as Partes pertinentes ao assunto em questão do presente e substitui todos os contratos, orais ou escritos, entendimentos, negociações e discussões anteriores entre as Partes pertinentes a tal assunto.

7.6. Aditamentos - Se qualquer uma das Partes desejar uma modificação ou extensão deste MOU, a Parte deverá, mediante notificação razoável da modificação ou extensão propostas, deliberar em boa-fé para determinar a conveniência de tal modificação ou extensão. Tal modificação ou extensão não deverá ser efetiva até que um aditamento por escrito seja executado pelos representantes devidamente autorizados de cada Parte.

7.7. Autonomia das Cláusulas. No caso de qualquer disposição deste MOU ser considerada ilegal, inválida ou inexecutável sob as leis atuais ou futuras, ela deverá ser ineficaz na medida de tal invalidade, ilegalidade ou inexecutabilidade, sem afetar de qualquer forma as disposições ou condições remanescentes deste MOU. As Partes deverão permanecer legalmente vinculadas pelos demais termos deste MOU e deverão se esforçar para emendar o MOU de uma forma consistente com a intenção original das Partes.

7.8 Força Maior. Se, a qualquer momento durante a existência deste MOU, qualquer uma das partes for incapaz de cumprir total ou parcialmente qualquer de suas obrigações devido à guerra, hostilidade, operações militares de qualquer natureza, atos do governo, sabotagem, incêndio, inundações, explosões, epidemias, greves e qualquer outro assunto que esteja além do controle humano, então a data de qualquer obrigação nos termos deste MOU deverá ser adiada durante o período em que tais circunstâncias estiverem ocorrendo.

7.9. Vias; Assinatura via Fac-símile - O presente MOU pode ser assinado em 2 (duas) ou mais vias, cada uma delas deverá ser considerada um original, mas todas elas juntas deverão constituir um e o mesmo instrumento. Este MOU pode ser assinado por fac-símile ou as assinaturas podem ser transmitidas eletronicamente e, tais assinaturas deverão ser consideradas de modo a vincular cada Parte do presente como se estas fossem as assinaturas originais.

EM TESTEMUNHO DO QUÊ, as Parte do presente fizeram com que este Contrato fosse assinado por seus representantes devidamente autorizados, no dia e ano que aparecem acima de seus respectivos nomes:-

Assinado e entregue em
nome da:-

**Bharat Biotech
International Limited**

Por: [assinatura ilegível]

Nome: **Dr. V. Krishna**

Assinado e entregue em
nome da:-

**Precisa Medicamentos
Limitada**

Por: [assinatura ilegível]

Nome: **Sr. Francisco**

Assinado e entregue em
nome da:-

**Envixia
Pharmaceuticals LLC**

Por: [assinatura ilegível]

Nome: **Sr. Anudesh**



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Moahn Cargo: Diretor em Período Integral Data: 25/11/2020 Testemunha (Na presença de) 1. [ilegível]. [Consta o selo oficial da Bharat Biotech International Limited, devidamente rubricado]. (Carimbo da Sociedade)	Maximiano Cargo: Presidente Data: 24/11/2020 Testemunha (Na presença de) 1. [Carimbo]: 03.394.819/0001-79 - Precisa Comercialização de Medicamentos Ltda Av. Portugal 1.100 - Parte A - 14 [ilegível] CEP: 0[ilegível]-060 Itapevi - SP (Carimbo da Sociedade)	Goyal Cargo: Gerente Geral Data: 25/11/2020 Testemunha (Na presença de) 1. [ilegível]. (Carimbo da Sociedade)
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Anexo 1

Escopo de Trabalho.

1. Visão Geral.

A vacina da Covid-19 da BBIL deverá ser submetida a ensaios clínicos locais no Brasil e deverá solicitar o registro e a aprovação das autoridades regulatórias brasileiras para a distribuição no Brasil.

2. Funções e responsabilidades da BBIL:-

A. Pesquisa e desenvolvimento (P&D) e fabricação da vacina da Covid-19 com os mais elevados padrões;

B. Fornecer orientação sobre a concepção e os protocolos dos ensaios clínicos;

C. Somente deverá fornecer suporte técnico da Índia para a Organização de Pesquisa Clínica (CRO) nomeada. A CRO e as entidades regionais deverão ser responsáveis pela preparação e monitoramento do ensaio clínico;

D. Fornecer para a Precisa todos os documentos necessários para dar suporte a todas as formas de apresentação regulatórias;

E. A BBIL deverá alocar estoques de vacinas para o Brasil (via Precisa), uma vez que a Precisa fornecer um Compromisso Antecipado de Mercado (AMC) e após discussão mútua, o número de doses deve ser alocado e o preço decidido, os quais a Precisa terá que confirmar até uma determinada data;

F. Apoiar as atividades de marketing da Precisa relacionadas à apresentação de dados sobre a vacina da BBIL. A BBIL deverá fornecer dados clínicos apenas quando disponíveis publicamente a fim de apresentar a vários conselhos médicos e aos principais líderes de opinião.

G. Deverá nomear a Precisa como uma distribuidora exclusiva da vacina candidata para a COVID-19 da BBIL no Brasil, desde que atendidas as seguintes condições:-

i. O governo indiano autoriza a exportação da vacina candidata para COVID-19 da BBIL.

ii. Todas as autorizações regulatórias na Índia e no Brasil foram obtidas.

3. Funções e responsabilidades da Precisa:-

A. Solicitar o ensaio clínico local e garantir a aprovação da vacina para a Covid-19 de



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- regulador(es) no Brasil, se necessário;
B. Patrocinar/ cofinanciar o ensaio clínico local da vacina da Covid-19, se necessário;
C. Nomear e financiar a CRO, investigador(es) principal(is) e outras despesas relacionadas;
D. Requerer o certificado de registro de produto (CPR) ou certificado de isenção (COE) ou licença aplicável para importar e distribuir a vacina da Covid-19;
E. Importar e distribuir a vacina da Covid-19 para o setor privado e público (governo).

4. Funções e responsabilidades da Envixia:-

- A. Dar suporte para todas as atividades relacionadas ao registro e à comercialização da vacina para a COVID-19 da BBIL no Brasil.

[Constam rubricas em todas as páginas do documento].

NADA MAIS constava do referido original, que devolvo ao interessado com esta tradução fiel que conferi, achei conforme e assino, na data abaixo. DOU FÉ.

São Paulo, 23 de fevereiro de 2021.

Top/4814



MANOEL ANTONIO SCHIMIDT
Tradutor Público



TABELIÃO DE NOTAS

Rua Marconi, 124 - 1º ao 6º andar - CEP 01047-000 - São Paulo

Telefone: (11) 3258-2611 - Fax: (11) 2174-6858

www.noncartorio.com.br

Reconheço a 1 firma sem valor econômico por semelhança de MANOEL ANTONIO SCHIMIDT do que dou fé.

Em tesº da verdade. RONALDO HOLANDA DA SILVA - ESCRIVENTE
São Paulo/Capital, 23 de fevereiro de 2021. Valor recebido R\$ 6,75
Válido somente com selo de autenticidade. Selos pagos por verba



Colégio Notarial do Brasil
Seção São Paulo
113787
FIRMA 1
S11020AA0774671



Memorandum of Understanding

This Memorandum of Understanding [Hereinafter referred to as “**MOU**”] is entered into as of 24 day of November, 2020 (the “**Effective Date**”), by and between:

Bharat Biotech International Limited, a company incorporated as per the Companies Act, 1956, having its registered office situated at Genome Valley, Shameerpet, Hyderabad – 500 078, Telangana, India, (which term shall include its successors, and permitted assigns) [Hereinafter referred to as “**BBIL**”], of the FIRST PART;

AND

Precisa Comercialização de Medicamentos Ltda, a company incorporated under the laws of Brazil, having its registered office Av. Portugal, 1100 - Rua 5 Parte A 14 A-Itapevi, SP Cep: 06696-060, (hereinafter referred to as “**PRECISA**”), which term shall include its successors, affiliates, subsidiaries and permitted assigns of the SECOND PART;

AND

Envixia Pharmaceuticals LLC, a company in International Free Zone Authority, Fujairah - UAE having its registered office at Kidnah, Block A, Plot 4, Fujairah - UAE, (hereinafter referred to as “**Envixia**”), which term shall include its successors, affiliates, subsidiaries and permitted assigns of the THIRD PART;

hereinafter are also referred to, individually, as a “**Party**”, or, jointly, or cumulatively, as the “**Parties**”.

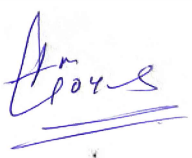
WHEREAS, BBIL is a leading manufacturer of vaccines and bio-pharmaceuticals in India, and has considerable technology, trade secret, know-how and research experience in relation to the manufacturing and commercial production of vaccines and bio-therapeutics and has also established its marketing and distribution network for such product(s) in India as well as abroad;

AND WHEREAS, PRECISA is a company with more than 20 years of experience in the Brazilian health market, specializing in importing and distributing large volumes of health products as well as acting in an innovative way together with other major Brazilian and international companies.

AND WHEREAS, Envixia is well versed in Import and Trade of Medicines, Medical Devices and Equipment,

AND WHEREAS, the Parties wish to initiate discussion regarding business relationship for introduction of BBILs COVID-19 vaccine candidate COVAXIN™, in Brazil [Hereinafter referred to as the “**Purpose**”].

AND WHEREAS, each Party acknowledges that for the effective performance under this



Agreement and for the smooth functioning of the Purpose, each Party requires to oblige with the commitments made under this MOU to the best of its capacity in utmost good faith.

AND WHEREAS, the Parties wish to assure the protection and preservation of certain confidential and/or proprietary information to be disclosed or made available by or on behalf of one party to the other party in the course of their discussions (including strategic, commercial, clinical or scientific), if any, or in discussions concerning an eventual collaboration (including, without limitation, technical, strategic, commercial, clinical or scientific) between them.

AND NOW, THEREFORE, in view of the mutual premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **AND INTENDING TO BE LEGALLY BOUND** the Parties agree as follows:

1. TERMS OF THE MOU

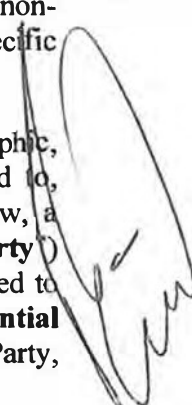
- 1.1. Collaboration-** Presica, Envixia and BBIL hereby agree to this MOU, under which the Parties intend to collaborate with respect to the Purpose. The Parties' mutual obligations under such collaboration shall be as set forth herein as Schedule 1 to this Agreement.

2. TERM AND TERMINATION

- 2.1. Term** - This MOU shall become effective as of the Effective Date and shall be effective for Two (02) years from the Effective Date, unless both Parties agree to extend the MOU in writing or unless terminated earlier by either Party under Section 2.2 of this Agreement.
- 2.2. Termination of this MOU** - Either Party may terminate this MOU for any reason or for no reason upon Thirty (30) days' written notice to the other Party.

3. CONFIDENTIALITY AND PUBLICITY

- 3.1. Nondisclosure and Non-use Obligations** - At all times during the term of this MOU and for a period of three (03) years following termination or expiration hereof, each Party shall, and shall cause its officers, directors, employees and agents, to not disclose and not use any Confidential Information provided or otherwise made known to it by the other Party, except to the extent such disclosure or use is expressly permitted by the terms of this MOU or is reasonably necessary for the performance of this MOU. The Confidentiality obligations shall survive with respect to trade secrets so long as the Disclosing Party owning the trade secrets places the other Parties on written prior notice that such Confidential Information shall be treated as "trade secret", and such Confidential Information retains its trade secret status. No Party shall make any non-permitted use of the Confidential Information without the disclosing party's specific prior written authorization.
- 3.2. Confidential Information** - All information, whether in oral, written, graphic, electronic or other form (including copies thereof), including, but not limited to, information, data, trade secrets, formulas, processes, product ideas, know-how, a sample or model, that is disclosed by or on behalf of a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") under this Agreement, shall be deemed to be "**Confidential Information**". For purposes of this MOU, "**Confidential Information**" means any and all any and all information or material of a Party,

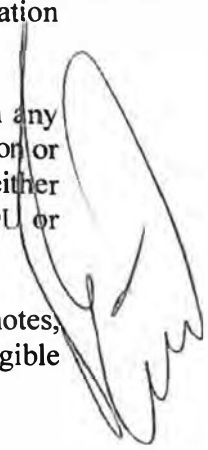


including but not limited to the terms of this MOU or information or material relating to the trade-secret, know-how, product dossier, patent (whether application or granted), trademarks, intellectual property (whether or not protectable), clinical trial data/information, reports, scientific, regulatory or business information or other activity of either Party that is disclosed to the other Party in connection with this MOU in writing or in any form or media (or orally or visually) whether or not marked confidential. Notwithstanding the foregoing, Confidential Information shall not include any information that:

- 3.2.1. is or becomes part of the public domain through no wrongful act, fault or negligence on the part of the receiving Party;
- 3.2.2. is available from other sources who are not under any obligation of confidentiality with respect to the information;
- 3.2.3. has been made available by the providing Party to others without any obligation of confidentiality;
- 3.2.4. is already in the possession of the receiving Party at the time of disclosure, as evidenced by documentation or other competent evidence; or
- 3.2.5. has been independently developed by or for the receiving Party without reference to the providing Party's Confidential Information, as evidenced by documentation or other competent evidence.

Notwithstanding any other provisions of this Agreement it shall not be a breach of this Agreement for any Party to disclose any Confidential Information pursuant to a court order or a binding request from a statutory or regulatory (or other analogous) authority with jurisdiction to require the disclosure of such Information, provided that the Receiving Party gives all reasonable notice(s) in writing in advance, of such disclosure to the other Party, provide reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure and limits the disclosure to the extent necessary to comply with such request.

- 3.3. **Publications** - Each Party shall have the right to present, publish and otherwise publicly disclose information it has developed or discovered in joint activities *provided* that (a) it does not disclose any Confidential Information of the other Party in such disclosure (except as expressly permitted hereunder); and (b) it provides the other Party with advance copies of each such proposed disclosure at least thirty (30) days before the submission for presentation, publication or other disclosure. Upon request by the non-publishing Party within such thirty (30) day period, the publication will be withheld for an additional thirty (30) days. Each Party will receive credit, if requested, in writing for its support in the discovery or development of the information. The rights over the authorship shall be determined by the acceptable modes as practiced for publication rights.
- 3.4. **Use of Party's Name** - Neither Party may use the name of the other Party in any advertising or publicity material nor in any other publication or make representation or statement without first having obtained the other Party's written permission. Neither Party shall issue any press release or other public statement concerning this MOU or other joint activities without the prior written consent of the other Party.
- 3.5. **Return of Confidential Information** - All copies, including but not limited to notes, product dossier, reports, clinical trial data and other written, printed or other tangible



materials, whether documented or stored in written, graphic, electronic, magnetic or any other form, of Confidential Information shall be destroyed or returned to the Disclosing Party upon request or upon expiration or at early termination of this Agreement at any time, and in any event, no later than Thirty (30) days following any expiration or termination of this Agreement, except that the Receiving Party may retain one copy of the Confidential Information for legal archival purposes. All Confidential Information of a Disclosing Party (including all copies thereof) shall be and at all times remain the property of such Disclosing Party.

3.6. Ownership - Confidential Information (including all copies thereof) disclosed by the Disclosing Party hereunder shall remain the property of such Disclosing Party. Nothing in this Agreement shall be construed, by implication or otherwise, as a grant, assignment, lease, mortgage of any right or license to the Confidential Information, trademarks, inventions, copyrights or patents, as a grant of a license to either Receiving Party to use any of the Disclosing Party's Confidential Information except as expressly set forth herein, or as an obligation to enter into any further agreements relating to any Confidential Information or any possible business relationship.

3.7. Irreparable Harm - The Parties acknowledge and expressly agree that any disclosure, in violation of this Agreement, of the Information by the Receiving Party thereof could be detrimental to the Disclosing Party's business and may cause it irreparable harm and damage. In accordance with applicable law and in addition to any other rights and remedies provided herein, such Disclosing Party shall be entitled to seek equitable relief by way of injunction or otherwise.

4. LIABILITY AND INDEMNIFICATION

4.1. Mutual Representations - Each Party hereby represents and warrants to the other Party that (a) it has the requisite power and authority to enter into this MOU and to perform according to its terms, and that the official signing this MOU has the authority to do so; (b) the execution, delivery and performance by the Party of this MOU do not and will not contravene or conflict with the governing documents of the Party or any applicable laws, or constitute a default in any material respect under any agreement or instrument to which the Party is a party; and (c) it is financially able to satisfy all funding commitments made in any joint activities.

4.2. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES - EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES PROVIDED IN SECTION 4.1 OF THIS MOU, NEITHER PARTY MAKES ANY REPRESENTATION OR GRANTS ANY WARRANTY HEREUNDER, TO THE OTHER PARTY, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER.

4.3. Indemnification - Each Party shall defend, indemnify and hold harmless the other Party, its Affiliates and their respective directors, officers, employees and agents from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) in connection with any and all suits, investigations, claims or demands of third parties arising from or occurring as a result of: (a) any material breach by the indemnifying Party of this MOU, (b) the gross negligence or willful misconduct on the part of the indemnifying Party or its Affiliates or their respective directors, officers, employees, and agents in the performance of obligations or exercise of rights under this MOU, or (c) any violation of applicable law



by the indemnifying Party or its Affiliates or their respective directors, officers, employees, and agents in the performance of obligations or exercise of rights under this MOU, except, in each case ((a)-(c)), for those Losses for which the indemnified Party has an obligation to indemnify the indemnifying Party pursuant to this Section 4.3, as to which Losses each Party shall indemnify the other only to the extent of their respective liability.

4.4. LIMITATION ON LIABILITY - IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF ANY BREACH OF OR FAILURE TO PERFORM ANY OF THE PROVISIONS OF THIS MOU.

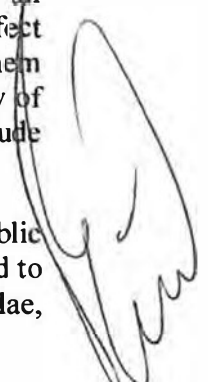
5. GOVERNING LAW AND DISPUTE RESOLUTION

- 5.1. Governing Law** - This MOU shall be governed by and construed in accordance with the laws of India.
- 5.2. Arbitration** - Any dispute or controversy arising out of this MOU that cannot be settled amicably by the Parties shall be resolved by binding arbitration under Arbitration and Conciliation Act, 1996. The place of arbitration shall be Hyderabad, India. Nothing in this Section 5.2 shall preclude either Party from seeking interim or provisional relief, including a temporary restraining order, preliminary injunction or other interim equitable relief, concerning a dispute either prior to or during any arbitration if necessary, to protect the interests of such Party.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Definitions:

- (a) **"Invention"** shall mean any discovery, concept, or idea, whether or not patentable, and arising directly from the performance of the Purpose under this MOU, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto.
- (b) **"Intellectual Property Rights"** shall mean patents, trademarks, trade names, service marks, domain names copyrights, trade-secret, Know-How, natural, hybrid, recombinant and synthetic biological material and improvements and modifications therein, rights in and to databases (including rights to prevent the extraction or reutilization of information from a database), design rights, topography rights and all rights or forms of protection of a similar nature or having equivalent or the similar effect to any of them which may subsist anywhere in the world, whether or not any of them are registered/granted and/or either may include applications for registration of any of them or may not have applied for registration but still would be considered to include as Intellectual Property.
- (c) **"Know How"** shall mean all technical and other information which is not in the public domain (other than as a result of a breach of confidence), including but not limited to information comprising or relating to concepts, discoveries, data, designs, formulae,



ideas, inventions, methods, models, procedures, designs for experiments and tests and results of experimentation and testing, processes, specifications and techniques, laboratory records, clinical data, manufacturing data and information contained in submissions to regulatory authorities, whether or not protected by Intellectual Property Rights or any applications for such rights.

6.2 Each Party shall remain sole owner and has exclusive rights, title and interests, on any and all of the Intellectual Property Rights, which has been conceived or developed, at any time, independent of the other Party under this MOU.

6.3 All rights, title and interests in any Invention, Intellectual Property Rights conceived, developed and/or reduced to practice as a direct or indirect result of the performance by either of the Parties under this Agreement shall solely belong to BBIL. BBIL shall be solely responsible for expenses incurred in the filing, prosecution, issuance and/ or maintenance of any patent application or patent issuing thereon. Further prosecution, litigation and costs including attorney's fee, if any, shall thereafter be borne by BBIL. Presica and Envixia shall cooperate with BBIL, in good faith and in the best of its capability, to support with documents and information, as may be necessary for successful implementation, including without limitation, documentation, prosecution and litigation proceedings.

7. MISCELLANEOUS

7.1. Waiver - No failure or delay on the part of either party in exercising any right, power or privilege under this MOU will operate as waiver thereof, nor will any single or partial exercise of any such right, power or privilege operate as a waiver of any subsequent exercise thereof.

7.2. Assignment - Without the prior written consent of the other Party, neither Party shall sell, transfer, assign, delegate, pledge or otherwise dispose of, whether voluntarily, involuntarily, by operation of law or otherwise, this MOU, or any of its rights or duties hereunder or thereunder.

7.3. Notices - All notices under this MOU shall be in writing and shall be deemed to be given when personally delivered or when sent by fax or when sent by confirmed e-mail or when sent by post to the address of the party set out in this MOU.

7.4. Independent Contractors - The relationship of the Parties is that of independent contractors and not agents of each other or joint ventures or partners, regardless of whether either or both Parties establish an office in the headquarters of the other Party. Each Party shall maintain sole and exclusive control over its personnel and operations. Neither Party shall have the power to bind or obligate the other Party in any manner, including in connection with fundraising, grant-writing, advocacy and policy-related activities.

7.5. Entire MOU - This MOU constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior oral or written agreements, understanding, negotiations and discussions between the Parties pertaining to such subject matter.

7.6. Amendments - If either Party desires a modification to or extension of this MOU, the



Parties shall, upon reasonable notice of the proposed modification or extension, confer in good faith to determine the desirability of such modification or extension. Such modification or extension shall not be effective until a written amendment is executed by the duly authorized representatives of each Party.

7.7. Severability - In the event that any provision of this MOU is deemed illegal, invalid or unenforceable under present or future laws, it shall be ineffective to the extent of such invalidity, illegality or unenforceability without affecting in any way the remaining provisions or conditions of this MOU. The Parties shall remain legally bound by the remaining terms of this MOU and shall strive to reform the MOU in a manner consistent with the original intent of the Parties.

7.8. Force-majeure - If at any time during the existence of this MOU, either party is unable to perform whole or in part any of its obligations because of war, hostility, military operations of any character, acts of Government, sabotage, fire, floods, explosions, epidemics, strikes and any other matter which are beyond human control, then the date of any obligation under this MOU shall be postponed during the time for which such circumstances are operative.

7.9. Counterparts; Facsimile Execution - This MOU may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This MOU may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party hereto as if they were original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the place, day and year appearing above their respective names:-

Signed and delivered on behalf of: Bharat Biotech International Limited	Signed and delivered on behalf of: Precisa Medicamentos Limitada	Signed and delivered on behalf of: Envixia Pharmaceuticals LLC
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name: <u>Dr. V. Krishna Mohan</u>	Name: <u>Mr. Francisco Maximiano</u>	Name: <u>Mr. Anudesh Goyal</u>
Title: <u>Whole-time Director</u>	Title: <u>President</u>	Title: <u>General Manager</u>
Date: <u>25-11-2020</u>	Date: <u>24-11-20</u>	Date: _____
Witness (In the presence of)	Witness (In the presence of)	Witness (In the presence of)
1. <u>[Signature]</u>	1. <u>[Signature]</u>	1. <u>[Signature]</u>
(Company stamp)	(Company stamp)	(Company stamp)

Schedule 1

Scope of Work

1. Overview

BBIL's Covid-19 Vaccine shall undergo local clinical trials in Brazil and shall apply for registration and approval by the Brazilian regulatory authorities for distribution in Brazil.

2. Roles and responsibilities of BBIL:

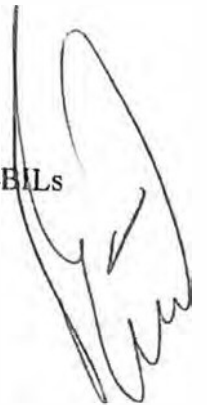
- A. Research and development (R&D) and manufacture of the Covid-19 vaccine with the highest standards;
- B. Provide guidance on clinical trial design and protocols;
- C. Shall only provide technical support from India to the appointed Clinical Research Organization (CRO). The CRO and the regional entities shall be responsible for staging and monitoring of clinical trial;
- D. Provide Precisa all necessary documents to support all forms of regulatory filings;
- E. BBIL shall allocate vaccine stocks for Brazil (via Precisa), once Precisa provides an Advanced Market Commitment (AMC) and after mutual discussion number of doses to be allocated, and the price is decided, which Precisa will have to confirm by a certain date;
- F. Support Precisa's marketing activities relating to presentation of data on BBIL's vaccine. BBIL shall only provide clinical data as and when available publically in order to present to various medical boards and key opinion leaders.
- G. Shall appoint Precisa as an exclusive distributor for BBILs COVID-19 vaccine candidate in Brazil provided the following conditions have been met:
 - i. The Indian Government provides consent to export BBILs COVID-19 vaccine candidate.
 - ii. All regulatory clearances in India and Brazil have been achieved.

3. Roles and responsibilities of Precisa:

- A. Apply for local clinical trial and secure approval of the Covid-19 Vaccine from regulator(s) in Brazil, if needed;
- B. Sponsor / co-finance local clinical trial of the Covid-19 Vaccine , if needed;
- C. Appoint and fund CRO, principal investigator(s) and other related expenses;
- D. File for certificate of product registration (CPR) or certificate of exemption (COE) or applicable permit to import and distribute the Covid-19 Vaccine;
- E. Import and distribute the Covid-19 Vaccine for both private sector and public sector (government).

4. Roles and responsibilities of Envixia:

- A. Provide support for all activities related to registering and commercializing BBILs COVID-19 vaccine in Brazil.



DECLARAÇÃO DE INEXISTÊNCIA DE FATOS IMPEDITIVOS

BHARAT BIOTECB INTERNATIONAL LIMITED

A **BHARAT BIOTECB INTERNATIONAL LIMITED**, incorporada sob as leis da Índia, com endereço registrado em Genome Valley, Shameerpet, Hyderabad – 500 078, Telangana, Índia, inscrita no 0123232-995-96 AABCB28BB, neste ato representada por seu Presidente Krishna Ella, casado, de nacionalidade indiana, empresário, residente e domiciliado na Prasanth Towers, F-block, Madura Naga, Hyderabad – 500.038, portador do documento de identidade RL MD 843.532, **DECLARA**, sob as penas da lei, a **INEXISTÊNCIA DE FATOS IMPEDITIVOS** para sua habilitação relativo à contratação junto ao Ministério da Saúde, ciente da obrigatoriedade de declarar ocorrências posteriores.

Por ser expressão da verdade, firmamos a presente, para que surta os efeitos legais.

Hyderabad, 19 de fevereiro de 2021.

Yours Sincerely
For Bharat Biotech International Limited


Dr Krishna Mohan Vadrevu
Executive Director

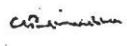


BHARAT BIOTECH INTERNATIONAL LIMITED

Genome Valley, Shameerpet, Hyderabad - 500 078, Telangana, India
T: +91 40 2348 0567 / 4645 4545 M: +91 99480 80567 F: +91 40 2348 0560
email: info@bharatbiotech.com www.bharatbiotech.com
CIN: U24230TG1996PLC023232

Typbar 

ROTAVAC[®]

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER	AACB3822B
नाम /NAME	BHARAT BIO TECH INTERNATIONAL LTD
निर्माण/बनने की तिथि /DATE OF INCORPORATION/FORMATION	15-02-1996
 मुख्य आयकर अधिकारी, आंध्र प्रदेश Chief Commissioner of Income-tax, Andhra Pradesh	

इस कार्ड के खो / गिर जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें
 मुख्य आयकर आयुक्त,
 आयकर भवन,
 बपीर बाग,
 हैदराबाद - 500 004.

In case this card is lost/found, kindly inform/return to the issuing authority :
 Chief Commissioner of Income-tax,
 Asynkar Bhavan,
 Basheerbagh,
 Hyderabad - 500 004.

To be represented in
 Brazil (Revisa Medicamentos)
 to the MOH

For Bharat Biotech International Limited


 Company Secretary
 23/04/2024





फारम, भाई आर
Form I
[See Regulation 16 (1)]

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता 01- का स
No 01- 23232 of 19 95-96

मैं एतद्वारा प्रमाणित करता हूँ कि आज

कम्पनी अधिनियम, 1956 के अधीन निगमित की गई है और यह
कम्पनी परिसीमित है।

I hereby certify that **BHARAT BIOTECH INTERNATIONAL LIMITED**

is this day incorporated under the Companies Act, 1956 * (and that the Company is limited.)

मेरे हस्ताक्षर से आज ता को दिया गया।

Given under my hand at **HYDERABAD** this 15th
day of **FEBRUARY** One thousand nine hundred and **NINETY SIX**

(26th Magha - 1917 Saka)

For Bharat Biotech International Limited

SEAL
जे एस सी -
J.S.C-1



[Signature]
Company Secretary
23/02/2024

(S. N. JEVA)
कम्पनियाँ का रजिस्ट्रार
Registrar of Companies
Andhra Pradesh
Hyderabad

* TO BE OMITTED IN RESPECT OF UNLIMITED COMPANY

UNDER THE COMPANIES ACT, 1956

(1 OF 1956)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

BHARAT BIOTECH INTERNATIONAL LIMITED

I. The Name of the Company is "BHARAT BIOTECH INTERNATIONAL LIMITED".

II. The Registered Office of the Company will be situated in the State of Andhra Pradesh.

III. The objects for which the Company is established are :

A) THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1. To Undertake, promote, assist, procure or otherwise acquire or engage in all kinds, of developmental work in the fields of Biology, Bio-technology, Bio-Chemistry including molecular and cell biology for developing, manufacturing, producing, processing, preparing treating, buying, selling, importing, exporting, distributing, marketing and generally dealing in all kinds, descriptions and varieties of drugs pharmaceuticals, medical diagnostics kits, vaccines, anti-bodies, virulent bacteria, fermenters and other industrial bio-products such as enzymes and gums.
2. To carry on the business of developing, manufacturing, producing, processing, preparing treating, buying, selling, importing, exporting, distributing, marketing and generally dealing in all kinds, descriptions and varieties of goods, equipment machinery appliances, gadgets, chemicals and intermediates which are used or are capable of being used in the above fields.
3. To carry on the business of research, design, develop, prepare and supply of technical know-how and to act as consultant, technical consultants and advisers in the fields of Biology, Bio-technology and Bio-Chemistry.

For Bharat Biotech International Limited


Company Secretary

28/04/2021



B) THE OBJECTS INCIDENTAL AND ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS SPECIFIED IN CLAUSE (A) HEREOF ARE:

1. To purchase, take on lease or exchange or hire or otherwise acquire and undertake any movable or immovable property, patents, trade marks, rights or privileges designs, good-will, devices, licenses, businesses or concerns, undertakings, assets and liabilities of any person, firm association, society, Company or corporation carrying on any business which the Company may think necessary or convenient for its business and/or to construct, maintain and build any buildings, works, machinery plants or premises necessary or convenient for the Company's business and to pay for the same by shares or debentures of this Company, or by cash or otherwise, or partly in one way and partly in another or others.
2. To purchase or otherwise acquire, erect, maintain, reconstruct and adopt any freehold, leasehold or other property, lands, buildings, roads, railways, tramways rolling stocks, vehicles, offices, workshops, mills, plant, machinery accessories and also to extend the business of the Company adding, to altering, enlarging all or any of the lands, for the time being the property of or in possession of the Company and to manufacture and deal in all kinds of plant, machinery, apparatus, tools utensils, materials and things necessary or convenient for carrying on any of the main objects of the Company and to carry on any other business.
3. To let on lease any machinery, buildings and equipment or any property of the Company for the time being or property which will be acquired in due course whether as a whole or part of any person, firm or Company to the best advantage of the Company's business.
4. To establish, appoint, regulate and discontinue contractors, managers, brokers, canvassers, agents, distributors, retailers and other persons in all such places and wherever in the world as the Company may from time to time determine for carrying out all or any of the Company's objects and to act as the agents and to establish and maintain offices, agencies, branches in any part of India or elsewhere from time to time for the purpose of the Company and/or to discharge and discontinue the same.
5. To purchase or by any other means acquire and protect, prolong and renew, whether in India or elsewhere, any patent rights, processes and secrets, brevet D inventions, licenses, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use or turn to account or to manufacture or grant licenses or privileges in respect of the same and to spend money, experimenting upon, testing and improving on seeking to improve any patents, invention, process, secrets, and rights which the Company may acquire, or propose to acquire.
6. To make, undertake or encourage, experiment, research by establishing laboratories or subscribe, contribute or otherwise assist the undertakings which are engaged in research, to carry on analysis experiment, investigation, opening out trade in connection with any of the objects of the Company or affecting any class or department of its business directly or indirectly of the Company.
7. To pay all costs, charge and expenses of and incidental to the promotion, registration and establishment of the Company and to remunerate (by cash or otherwise or by other assets or by allotment of fully or partly paid-up shares or in any other manner) any persons, firms, associations, or companies, for services rendered in giving technical aid and advice, granting for debenture holders of the Company or for subscriptions whether absolutely or conditionally or for services rendered in or about the formation or promotion of the Company, if any, or for guaranteeing payment of such debentures or other securities of this Company or any other Company promoted by this Company or in introducing any property or business to the Company in or about the conduct of the business of this Company or interest thereon or for any other reason which the Company may think proper.

mechanics, foremen, specialists in any field or activity, skilled and unskilled labour for any of the purposes or business of the company or to investigate and examine into the conditions, prospects, value character and circumstances of any business concerns and undertakings and generally of any assets property or rights, and to remunerate them suitably.

9. To enter into partnership or any arrangements for sharing profits, co-operation, amalgamation union of interest, joint venture, reciprocal concession, or otherwise with any Government authority, person, firm or Company carrying on or engaged or about to carry on any business or transaction which the Company is authorized to carry on or engage or any business undertaking or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit the Company and to lend money, to guarantee the contracts or otherwise assist any such person, firm or Company and to place, take or otherwise acquire and hold shares or securities of any such person, firm or Company and to sell, hold re-issue with or without guarantee or otherwise deal with the same. But the Company shall not do the business of Banking as defined in the Banking Regulation Act, 1949.
10. To amalgamate with any other Company or Companies having objects altogether or in part similar to those of this Company.
11. To enter into agreements and arrangements with any Government or authorities, municipal local or otherwise which may seem conducive to the Company's objects or any of them, to obtain from any such government or authority any rights or privileges and concessions which the Company may think desirable to obtain and to carry out, exercise and comply with any such agreements, rights, privileges and concessions and to oppose the grant of any such rights, privileges or concessions or others.
12. To procure the registration or any other recognition of the Company in any country state or place and to establish requisite agencies for the purpose of Company's business and to apply or join in applying to the Parliament, laws, decrees, concessions, orders, rights, or privileges that may seem conducive to the Company's objects or any of them and to oppose any proceedings and applications which seem calculated directly or indirectly to prejudice the Company's interests.
13. To promote and form and to be interested and take, hold and dispose off shares in other Companies having all or any of the objects mentioned in the memorandum or which may be considered useful to the Company and to transfer to any such Company any property of the Company and to take or otherwise acquire, hold and dispose off shares, debentures and other securities, in or of any such Company and to subsidise or otherwise assist such Company.
14. To train or pay for the training in India or abroad of any of the Company's Directors, members, officers, employees or any candidates in the interest of or furtherance of the Company's objects.
15. To provide for the welfare of the Directors, officers, employees and Ex-Directors, ex-Officers and ex-employees of the Company and the wives and widows and families or dependents or connections of such persons by building or contributing to the building of the houses, dwellings or chawls, or by grant of money, pension, allowances, bonus or other payments or by creating and from time to time subscribing or contributing to Provident Fund or otherwise, association, institutions, funds or trusts and by providing or subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit to subscribe or to contribute otherwise, to assist or to guarantee money to Charitable, benevolent, religious, scientific, national public or other institutions and objects which shall have and moral or other claim to support or aid by the Company either by reason of locally of operation or to public and general utility or otherwise, to incur expenditure in developing the education and to grant scholarships, aids or any other help to students including incurring and paying expenses in sending them for higher studies in India or in any Foreign Country.
16. Subject to the provisions of the Companies Act, 1956, to indemnify, members, officers, Directors and employees of the Company or persons otherwise concerned with the Company against proceedings, costs, damages, claims and demands in respect of any thing done or ordered to be done by them for and in interest of the Company or for any damages or misfortune whatsoever which may happen in the execution of duties of their office, freedom of contract and or in relating thereto.

17. Subject to the provisions of the Banking Regulation Act, 1949, to draw, make, accept, endorse, discount, execute and issue promissory notes, hundies, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments.
18. Subject to Section 58A of the Companies Act, 1956 and the rules made there under to borrow or raise money at interest or otherwise in such manner as the Company may think fit, and in particular by the issue of the debentures, perpetual or otherwise, including debentures convertible into shares of this or any other Company, or perpetual annuities, and in security of any such monies borrowed, raised or received, to mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company, present or future, including its un-called capital by special assignment or otherwise and to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off any such securities. But the Company shall not do any Banking business as defined in the Banking Regulation Act, 1949.
19. To open current, deposit or other accounts with any individual, firm or Company or with any Bank or Banks or Shroffs and to pay into and to withdraw money from such account or accounts.
20. To incur debts and obligations for the conduct of any business of the Company and to purchase or hire the goods, materials or machinery on credit or otherwise or any business or purpose of the Company.
21. To invest, lend, advance, or deal with the monies belonging to, entrusted to or at the disposal of the Company or to give credit to any Company, Companies, firms, or person and in particular to the customers of the Company with or without security on such terms as may seem expedient and to give guarantees or securities for any such persons, firms or Companies.
22. To assist any Company financially or otherwise, or by issuing or subscribing or guaranteeing the subscription and issue of capital, shares, stocks, debentures, debenture-stock or other securities and to hold and deal in shares, stocks and securities of any Company notwithstanding there may be liability thereon.
23. To make advances of such sum or sums of money upon or in respect of or for the rendering of services to the Company, purchases of materials, goods, machinery stores or any other property, articles and things required for the purpose of the business of the Company upon such terms with or without security as the Company may deem expedient.
24. Subject to the provisions of the Companies Act, 1956, to invest in any real or personal property, rights or interest acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company and with or without any declared Trust in favour of the Company.
25. To create and operate any Depreciation Fund, Reserve Fund, Sinking Fund, Investment Allowance Fund, Insurance Fund, or any other special fund, whether for depreciating, repairing, maintaining, replacing, improving or extending any of the property of the Company for any other purpose conducive to the interests of the Company.
26. Subject to the provisions of the Companies Act, 1956, to subscribe or donate money for charitable, benevolent, religious, scientific, public, political, national and other useful objects or for any exhibition.
27. To be interested in, promote or undertake in the formation and establish such institutions, businesses, companies (Industrial, agricultural, trading, manufacturing or other) as may be considered to be conducive to the profit and interest of the company and to carry on any other business (Industrial, agricultural trading, manufacturing or other) which may seem to the company capable of being conveniently carried on in connection with any of the objects or otherwise calculated directly or indirectly or render any of the Companies property or rights for the time being profitable and also to acquire, promote, aid, foster, subsidise, acquire interest in any industry or undertaking in any country or countries whatsoever.

with freedom of contract and subscribe to any association or fund for such purpose within constitutional means.

29. To promote or oppose legislative and other measures effecting the industry, trade and commerce and manufacturers within constitutional means.
30. To insure with any person or Company against losses, damages, risks and liabilities of any kind which may effect the Company either wholly or partly, and if thought fit to effect any such insurance by joining or becoming members of any mutual, insurance or protection or indemnity association, society of Company and to accept any such insurances or part thereof for account of the Company.
31. To adopt such means of making known the activities and the business carried on by the Company as may seem expedient and in particular by advertising by circular or exhibition of works of art and interest and publication of books and periodicals and by granting prizes, awards and donations.
32. To apply for tender, purchase or otherwise acquire contracts, sub contracts and concessions for all or any of them and to sublet all or any contracts from time to time and upon such terms and conditions as may be thought expedient.
33. To sell, exchange, lease, mortgage, change, develop, dispose off or otherwise deal in with the undertaking of the Company or any part thereof upon such terms and for such considerations as the Company may think fit, and in particular for shares or other securities of any other Company having objects altogether or in part similar to those of this Company.
34. To open and keep on Register or Registers in any country or countries where it may be deemed advisable to do so, and to allocate any number of shares in the Company to such Register or Registers.
35. In the event of winding up of the Company, to distribute any of the property of the Company amongst the shareholders in specie or kind.
36. Subject to provisions of Section 78 of the Companies Act, 1956 to place, to reserve or otherwise to apply, as the Company may from time to time think fit, any money received by way of premium on shares or debentures issued at a premium by the Company and any money received in respect of forfeited shares.
37. To do all or any of the above things in any part of the world, either as principals or agents, trustees, contractors or otherwise by appointing agents and either alone or jointly with others and either by or through agents, sub-contractors, trustees or otherwise.
38. To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

C) OTHER OBJECTS OF THE COMPANY NOT INCLUDED IN (A) ABOVE ARE :

1. To carry on the business of growers, general traders, distributors, representatives, merchants, contractors, buyers, sellers, exporters, importers, exchangers, barterers, processors, stockists, and dealers in all kinds of agricultural products.
2. To carry on the business of exporters and importers of merchandise machinery, equipment, goods, materials and articles of every description manufactured to otherwise produced of all kinds to or from any country and to act as representatives, commission agents and merchants.
3. Subject to the provisions of the Banking Regulation Act, 1949 to lend money and transact contracts regarding the borrowing and lending of money including negotiating for loans and to finance the activities of other Companies, industrial undertakings or other bodies corporate for the purpose of their business either by way of lending money with or without securities and such terms and conditions as might appear appropriate for the time being or arranging finances by providing guarantees or securities.

4. To work as an Investment Company and to invest or cause to be invested the capital and other Funds of the Company and to finance industrial enterprises and to promote companies engaged in industrial and trading businesses.
5. To carry on the business of purchasing and lending on lease or hire of all kinds of machinery, plants, tools, vehicles, computers, office equipment and electronic equipment of all kinds and descriptions.
6. To carry on the business of developing, manufacturing, producing, repairing, altering, buying, selling, importing, exporting, distributing, marketing and generally dealing in all kinds of Forgings, Forging dies, tools, jigs & fixtures to suit all Industrial, automobile and other applications.
7. To carry on all or any of the business of the proprietors of flats, maisonettes, dwelling houses, shops, offices and clubs and for this purpose to purchase take on lease or otherwise acquire and hold any lands or buildings of any tenure or description wherever situate, or rights or interests therein or connected therewith, to prepare building sites and to construct, reconstruct, pull down, alter, improve, decorate, furnish and maintain flats, maisonettes, dwelling houses, shops, offices, clubs, buildings, works and conveniences of all kinds to lay out roads and pleasure gardens and recreation grounds to plant, drain or otherwise improve the land or any part thereof.
8. To purchase or otherwise acquire, manufacture, refine, treat, reduce, distill, blend, purify, pump, store, hold, transport, use, experiment with, market, distribute, exchange, supply, sell and otherwise dispose off, import, export and trade and generally deal in any and all kinds of petroleum and petroleum products, oils and chemicals and any products, by-products and derivatives thereof.
9. To purchase, manufacture, produce, boil, refine, prepare, import, export, sell and generally to deal in sugar, sugar-candy, jaggery, sugar-beet, sugar-cane, molasses, syrups, mildew, alcohol, spirits, and all sugar products such as confectionery, glucose, sugar-candy, canned fruit, golden syrup and/or by-products such as bagasse boards, paper pulp, paper, buyll alcohol acetone, carbon dioxide, hydrogen, potash, can wax and fertilizers and food products generally, and in connection therewith to acquire, construct, operate factories for the manufacture of sugar or any of its products or by-products and acquire or manufacture factory machinery for any of the above purposes.
10. To carry on the business of manufacturing, producing, designing, buying, selling, importing, exporting, distributing, marketing and generally dealing in all kinds of garments and apparel of every kind nature and description.

IV. The liability of the members of the Company is limited.

- V. The Authorised Share Capital of the Company is Rs. 16,00,00,000 / - (Rupees Sixteen Crores Only) divided into Rs.12,00,00,000 (Rupees Twelve Crores Only) Equity Capital comprising of 1,20,00,000 (One Crore Twenty Lakhs) Equity Shares of Rs.10/- each and Rs.4,00,00,000 (Rupees Four Crores Only) Preferred Capital comprising of 40,00,000 (Forty Lakhs Only) Preferred Shares of Rs.10/- each with the rights, privileges and conditions attached thereto as are provided by the regulations of the Company for the time being with power to increase or reduce the capital of the Company and to divide the shares in the capital for the time being in to several classes and attach thereto respectively subject to the laws for the time being in accordance with the regulations of the Company and to vary, modify, abrogate any such rights, privileges or conditions in such a manner as may for the time being be provided by the regulations of the Company.

VI. We, the several persons whose names and addresses are subscribed hereto are desirous of being formed into a Company in pursuance to this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names.

Sl.No.	Signature, Name, Address, Description and Occupation of Subscribers	No. of Equity Shares taken by each subscriber	Name, Address, Description, Occupation and Signature of witness
1.	Sd/- ELLA GOVARDHAN S/o. ELLA VEERASWAMY NAIDU 404, Vamsi Towers, 8-3-222/1/12, Madura Nagar, Hyderabad – 500 038. Occ: Consulting Engineer	100 (One Hundred Only)	Sd/- D.CHENNAKESAVULU NAIDU S/o. Doraswamy Naidu Chartered Accountant 115-B, Krishna Apartments, Yellareddyguda, Hyderabad – 500 073
2.	Sd/- ELLA RAJITHA D/o. ELLA GOVARDHAN 404, Vamsi Towers, 8-3-222/1/12, Madura Nagar, Hyderabad – 500 038. Occ: Student	100 (One Hundred Only)	
3.	Sd/- ELLA SATYAVATHI W/o. ELLA GOVARDHAN 404, Vamsi Towers, 8-3-222/1/12, Madura Nagar, Hyderabad – 500 038. Occ: House Wife	100 (One Hundred Only)	
4.	Sd/- Mrs. B. KRISHNA KUMARI W/o. B.D. NAIDU 206, Prasanth Towers, F – Block, Madura Nagar, Hyderabad – 500 038 Occ: House wife	100 (One Hundred Only)	
5.	Sd/- B.D. NAIDU S/o. B. VENKATA NAIDU 115-B, Krishna Apartments, Yellareddyguda, Hyderabad – 500 073 Occ: Chartered Accountant	100 (One Hundred Only)	
6.	Sd/- C. NAGARJUNA RAO S/o C. SIDDAMA RAO 115-B, Kirhsna Apartments, Yellareddyguda, Hyderabad – 500 073. Occ: Service	100 (One Hundred Only)	
7.	Sd/- Mrs. PUSHPA W/o. D.C. NAIDU Plot No: 41, P&T Colony Candhi Nagar, Hyderabad – 500 080 Occ: House Wife	100 (One Hundred Only)	
Total :		700 (Seven Hundred Only)	

Place: Hyderabad
Date : 02-02-1996

UNDER THE COMPANIES ACT, 1956 (1 OF 1956)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

**BHARAT BIOTECH INTERNATIONAL
LIMITED**

1. DEFINITIONS AND INTERPRETATION

1. Unless the context otherwise requires the following words and expressions wherever appearing in these in these Articles shall bear the following meaning.

"Acceptance Notice" shall have the same meaning set out in Article 47

"Accounting Principles" means the generally acceptable accounting principles of the Republic of India, as in effect from time to time, and applied on a consistent basis;

"Act" means "The Companies Act, 1956, any other statutory amendment of re-enactment thereof"

"Adjusted Conversion Price" shall have the same meaning set out in Article 45 hereof;

"Affiliate" means any Person directly or indirectly Controlling, Controlled by or under common Control with, the Company, including the Promoters;

"Affirmative Rights" shall have the same meaning set out in Article 187 hereof;

"Alternate Director" means a Director appointed in accordance with Article 116;

"Annual General Meeting" or "AGM" means the annual general meeting of the Company convened and held in accordance with the Act;

"Annual Monitoring Report" means a report in the form agreed to by IFC prior to the first Investor Subscription, in the general form attached to the Shareholders Agreement dated May 26, 2005, entered into between the Company, the Promoters, the Investor, BCI and

For Bharat Biotech International Limited


Company Secretary
23/02/2021



the Minority Shareholders, as such form may be modified by IFC from time to time to ensure prior communication of relevant performance measures by the Company;

“Applicable Laws” means any common or customary law, constitutional law, any statute, regulation, resolution, rule, ordinance, communiqué, enactment, judgment, order, code, decree, directive, notification, clarification, guideline, policy, requirement or other governmental restriction and any form or decision of or determination by or interpretation of any of the foregoing (whether or not having the force of law) by any Authority, now or hereafter in effect, in each case as amended, re-enacted or replaced;

“Applicable Milestone Amount” shall have the same meaning set out in Article 71;

“Auditors” shall mean the Person that the Company appoints from time to time as its auditors with the consent of the audit committee of the Board of Directors; provided, however, starting with the Financial Year ending March 31, 2007, the Company shall, after consultation with the Investors, appoint one of Ernst & Young, Price Waterhouse Coopers, KPMG or Deloitte & Touche as its auditor;

“Authority” means any national, supranational, regional or local government or governmental, administrative, fiscal, judicial, or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any Person, whether or not government owned and howsoever constituted or called, that exercises the functions of a central bank);

“Authorizations” any consent, registration, filing, agreement, notarization, certificate, license, approval, permit, authority or exemption from, by or with any Authority, whether given by express action or deemed given by failure to act within any specified time period and all corporate, creditors', shareholders' and third party approvals or consents;

“BCI” means Biotech Consortia Inc;

“Board of Directors” or “Board” shall mean the board of directors of the Company in office at applicable times and as appointed in accordance with the terms of the Shareholders Agreement;

“Business Plan” means the initial business plan of the Company attached to the Shareholders Agreement, and thereafter, any revised business plan as approved by the Investors;

“Chairman” shall mean the chairman of the Board of Directors of the Company appointed from time to time in accordance with Article 97 hereof;

“Charter” shall mean the Memorandum of Association and the Articles of Association of the Company;

“Closing Date” shall be the date of the first Investor Subscription in accordance with the Subscription Agreement;

“Common Share” means an equity share in the Company with a par value of Rs. 10;

“Competitor” shall mean any Person in India carrying on, offering or participating in a business, venture, activity or company which deals with, carries on or offers substantially overlapping product lines and customer base in India with that of the Company's business;

“Conditions of Transfer” shall have the same meaning set out in Article 47;

“Control” shall mean the possession, directly or indirectly, by a Person of the power to direct or cause the direction of the management and policies of another Person through the ownership of voting securities or otherwise; provided that the direct or indirect ownership of fifty percent (50%) or more of the voting share capital of a Person is deemed to constitute control of that Person, and "Controlling" and "Controlled" have corresponding meanings;

“Corrective Action Plan” means the Corrective Action Plan to be developed by the Company in accordance with Article 182;

“Director” shall mean a director of the Company appointed in -accordance with Article 114 or his Alternate Director appointed in accordance with Article 116;

“Effective Date” means May 26, 2005, the date on which the Shareholders Agreement came into force.

“Environmental and Social Policies” means the IFC's Operational Policy 4.01, Environmental Assessment (October 1998), IFC Policy Statement on Child and Forced Labor (March 1998), copies of which have been delivered to, and receipt of which has been acknowledged by, the Company by letter dated May 13, 2004;

“Environmental, Health and Safety Guidelines” shall mean the World Bank Group General Environmental Guidelines, dated July 1998, IFC Pharmaceutical Manufacturing Guidelines, dated July 1998, IFC Occupational Health and Safety Guidelines, dated June 2003, IFC Hazardous Materials Management Guidelines, dated December 2001, IFC Position Paper on Persistent Organic Pollutants (POPs), dated December 2003, copies of which have been delivered to, and receipt of which has been acknowledged by, the Company by letter dated May 13, 2004;

“ERS” or Environmental Review Summary” means the Environmental Review Summary dated May 14, 2004, prepared by IFC and approved by the Company, as amended or supplemented from time to time as appropriate in a manner consistent with the Environmental and Social Policies, the Environmental, Health and Safety Guidelines, and other provisions of the Shareholders Agreement;

“ESOP Shares” shall have the same meaning set out in Article 180;

“ESOP” means the employee stock option plan to be implemented by the Company in accordance with Article 180 hereof;

“Executor” or “Administrator” means a person who has obtained probate or letter of Administration, as the case may be, from some competent Court having effect in India and shall include an executor or Administrator or the holders of a certificate appointed or granted by such competent court and authorized to negotiate or transfer the shares of the deceased member.

“Extra Ordinary General Meeting” or “EGM” shall mean the extra ordinary meeting of the Company convened and held in accordance with the Act;

“Financial Year” means the accounting year of the Company commencing each year on April 1 and ending on the following March 31, or such other period as the Company, with the Investors' consent, from time to time designates as its accounting year;

“Fresh Offering” shall have the same meaning set out in Article 45;

“General Meeting” shall mean either an EGM or an AGM of the Shareholders of the Company;

“Guidelines” shall have the same meaning set out in Article 148;

“IDBI Director” shall have the same meaning set out in Article 114;

“IFRS” means the International Financial Reporting Standards promulgated by the International Accounting Standards Boards ("IASB") (which includes standards and interpretations approved by the IASB and International Accounting Standards ("IAS") issued under previous constitutions), together with its pronouncements thereon from time to time, and applied on a consistent basis;

“In writing or Written” means and include words printed, lithographed, represented or reproduced in any mode in a visible form.

“Indemnatee” shall have the same meaning set out in Article 149;

“Independent Directors” means directors, who apart from receiving Director's remuneration do not have any other material pecuniary relationship or transactions with the Company or its management or the Promoters, which in judgment of either Investor may affect the independence or judgment of the Director;

“Investors” mean the IFC and the ICICI Venture and the term Investor shall be construed accordingly.

“Investor Director” shall have the same meaning set out in Article 114;

“Investor Shares” means the Shares subscribed or, as the case may be, to be subscribed by each of IFC and ICICI Venture pursuant to the Subscription Agreement;

“Investor Subscription” means the subscription for Shares by each of IFC and ICICI Venture provided for in the Subscription Agreement;

“IPO Notice” shall have the meaning set out under Article 148;

“IPO” shall mean the initial public offering of Shares or other securities (including depository receipts), in the Relevant Market, of the Company and consequent listing of the Shares or other securities of the Company in such Relevant Market;

“IRR” means with respect to the Investor Shares the rate of return calculated in Rupees that, at the time of calculation, would make the sum of:

(i) the present values (using a discount rate equal to such rate of return) of all dividends and distributions with respect to the Investor Shares and (ii) the portion of the Market Value held by the Investors through their Investor Shares (on an as converted basis) issued as of the date of calculation;

equal to:

the present value (using a discount rate equal to such rate of return) of the subscription price of the Investor Shares; provided, however, the IRR to be calculated with respect to only one Investor shall only take into account such Investor's Shares, such Investor's investment and amounts received by such Investor;

“Liquidity Event” means any liquidation, winding up or bankruptcy of the Company or any Material Subsidiary thereof, whether voluntary or involuntary;

“Managing Director” or “MD” shall mean the managing director of the Company appointed from time to time;

“Market Value” means a Rupee valuation of the Company, or median of any valuation range, quoted by a reputable investment banking firm acceptable to the Investors;

“Material Adverse Effect” means a material adverse effect on:

- (i) the Company or its assets or properties;
- (ii) the Company's business prospects or financial condition;
- (iii) the implementation of the Project, the Business Plan or the carrying on of the Company's business or operations; or
- (iv) the ability of the Company to comply with its obligations under any Transaction Document;

“Material Subsidiary” any Subsidiary of the Company that accounts for more than fifty percent (50%) of the Company's net revenues, as calculated on a consolidated basis, in any Financial Year;

“Maximum Milestone Amount” shall have the same meaning set out in Article 71;

“Month” means English calendar month.

“Notice of Transfer” shall have the same meaning set out in Article 47;

“Observer” shall have the same meaning set out in Article 114;

“Offeree” shall have the same meaning set out in Article 47;

“Official” any officer of a political party or candidate for political office in India or any officer or employee (i) of the central, state or local government (including any legislative, judicial, executive or administrative department, agency or instrumentality thereof) or (ii) of a public international organization;

“Original Director” shall have the same meaning set out in Article 116;

“Person” means any natural person, corporation, company, partnership, firm, voluntary association, joint venture, trust, unincorporated organization, Authority or any other entity whether acting in an individual, fiduciary or other capacity;

“Piggyback Registration” shall have the same meaning set out in Article 148;

“Preferred Shares” means any shares of the Company with preferred rights to dividends or other distributions as set forth in the Charter of the Company;

“Prohibited Payment” means any offer, gift, payment, promise to pay or authorization of the payment of any money or anything of value, directly or indirectly, to or for the use or benefit of any Official (including to or for the use or benefit of any other Person if any of the Promoters or the Company knows, or has reasonable grounds for believing, that the other Person would use such offer, gift, payment, promise or authorization of payment for the benefit of any such Official), for the purpose of influencing any act or decision or omission of any Official in order to obtain, retain or direct business to, or to secure any improper benefit or advantage for, the Company, its Affiliates or any other Person; provided that any such offer, gift, payment, promise or authorization of payment shall not be considered a Prohibited Payment if, in each Investor's reasonable opinion, it (i) is lawful under applicable written laws and regulations or (ii) is made for the purpose of expediting or securing the performance of a routine governmental action (as such term is construed under Applicable Law);

“Project” means the financing of the Company's business and operations in accordance with the Business Plan;

“Promoter Director” shall mean the Directors appointed by the Promoters in accordance with Article 114;

“Qualified IPO” shall mean a firmly underwritten IPO (i) at a pre-offering valuation of the Company of at least seventy-eight million Dollars (\$78,000,000), or the Rupee equivalent thereof, (ii) resulting in cash proceeds (net of underwriting discounts, commissions and expenses and any other expenses associated with such offering) to the Company of at least fifteen million Dollars (\$15,000,000), or the Rupee equivalent thereof and (iii) where the Investors are entitled, at their option, to sell all or any part of their Share interests in

connection with the offering;

“Redemption Price” shall have the same meaning set out in Article 42;

“Relevant Market” shall mean the Bombay Stock Exchange, the National Stock Exchange of India, or any other reputable stock exchange or stock exchanges, in India or overseas, acceptable to each of the Investors, in their sole discretion;

“Rupee” means the lawful currency of the Republic of India;

“Sale Notice” shall have the same meaning set out in Article 46;

“Sale” means to redeem, sell, assign or otherwise dispose of all interest, right and title to Shares;

“Share Capital” shall mean the total paid up share capital of the Company determined on a fully diluted basis (i.e., taking into consideration all Share Equivalents);

“Share Equivalents” shall mean convertible preference shares, bonds, loans, warrants or other similar instruments or securities which are convertible into or exchangeable for, or which carry a right to subscribe for or purchase, Shares or any other shares of the Company, in each case, on a converted basis;

“Shareholders” shall mean and refer collectively to the Promoters, the Investors and any other Person holding Shares of the Company and "Shareholder" shall refer to any one of them, as the context may require;

“Shareholding” shall mean the number or the percentage (as the context may require) of Shares held by a Shareholder in relation to the total number of Shares held by all the Shareholders; unless expressly mentioned otherwise. All references to the Shareholding of a shareholder shall be deemed to include Share Equivalents, if any, held by the shareholder (calculated for this purpose as if all outstanding Share Equivalents had been fully converted into Common Shares);

“Shareholders Agreement” means the Agreement dated May 26, 2005 entered into between the Company, the Promoters, the Investors, BCI and the Minority Shareholders.

“Shares” means the Common Shares and Preferred Shares of the Company;

“Significant Adverse Effect” means any act, event or occurrence that has or could reasonably be expected to have a significant adverse effect on the business or financial condition of the Company (e.g., insolvency or substantial diminution in value) and which is not (i) remedied within thirty (30) days of notification by the Investors to the Company, or (ii) if not capable of being remedied within such thirty-day period and the Company is diligently pursuing a cure, such act event or occurrence is not remedied within one hundred eighty (180) days of notification by the Investors to the Company; notwithstanding the foregoing, in the event that the Investors determine that any such act, event or occurrence is not capable of being remedied, no such cure period shall apply;

“Strategic Liquidity Event” means

- (a) the redemption of any Shares (other than (A) a redemption of the Investors' Preferred Shares in accordance with Article 42 hereof or (B) the purchase or buyback of IDBI's shares by the Company or a third party);
- (b) any merger, consolidation or similar transaction that results in a "change in Control" of the Company;
- (c) any sale or transfer of all or substantially all of the business, operations or assets of the Company; or
- (d) an IPO (other than a Qualified IPO);

“Subscription Agreement” means the Agreement dated May 26, 2005, entered into between the Company, the Promoters, the Investors and BCI;

“Subscription Period” shall have the same meaning set out in Article 47;

“Subsidiary” with respect to any Person, any Affiliate that such Person directly or indirectly (by itself or through other Affiliates) Controls;

“Taxes” includes any present or future taxes, withholding obligations, duties and other charges of whatever nature levied by any Authority;

“The Directors” means the Director of the Company and includes alternate Directors for the time being

“The Office” means the “The registered office of the Company”.

“The Proxy” includes Attorney duly constituted under power of attorney.

“The Register” means “The Register of Members to be kept pursuant to Section 150 of the Act”.

“The Seal” means “The Common seal of the Company”.

“Transaction Documents” means the Charter, the IDBI Letter Agreement, the Shareholders Agreement and the Subscription Agreement.

“Transfer Price” shall have the same meaning set out in Article 47;

“Transfer Shares” shall have the same meaning set out in Article 47;

“Transfer” means to transfer, sell, assign, pledge, hypothecate, create a security interest in or lien on, place in trust (voting or otherwise), transfer by operation of law or in any other way subject to any encumbrance or dispose of, whether or not voluntarily;

“Transferee” shall have the same meaning set out in Article 47;

“Transferor(s)” shall have the same meaning set out in Article 47;

“World Bank” means the International Bank for Reconstruction and Development, an international organization established by Articles of Agreement among its member countries.

“Year” means English Calendar Year.

2. In these Articles, unless the context otherwise requires:

- i) Headings are for convenience only and do not affect the interpretation of these Articles
- ii) Words importing the singular include the plural and vice versa.
- iii) Words importing the masculine gender shall include the feminine gender and vice versa.
- iv) The provisions of the Companies Act, 1956 and any statutory modifications thereof at any time shall apply to the Company. Where in the construction or interpretation of any of these Articles it is found that the same are inconsistent or repugnant with the provisions of the Act the provisions of the Act, with statutory modifications there of shall apply.
- v) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document but disregarding any amendment, supplement, replacement or novation made in breach of this Agreement;
- vi) a reference to any statute or law will include all rules, regulations, directions, guidelines and notifications enacted thereunder and any modification, re-enactment, substitution or amendment relating thereto as may be made from time to time;
- vii) a reference to a party to any document, who is an individual, includes that party's heirs, executors, administrators, legal representatives, successors and permitted assigns and for all other parties to any document, includes that party's successors and permitted assigns; and
- viii) “Including” and “include” shall be deemed to mean “including, without limitation” and “include, without limitation.”

3. Table ‘A’ not to apply

No regulation contained in table A in the First Schedule to the Companies Act, 1956 shall apply to this Company.

4. Commencement of new business

Subject to the provisions of the sub-section (2A) of Section 149 of the Act and these Articles, the Company may from time to time commence any new business in relation to any of the objects set out in clause III (C) of the Memorandum of Association.

II. CAPITAL

5. The Authorized share capital of the Company is Rs. 16,00,00,000/- (Rupees Sixteen Crores Only) divided into 12,00,00,000 (Rupees Twelve Crores Only) Equity Capital comprising of 1,20,00,000 (One Crore Twenty Lakhs) Common Shares of Rs.10 each and Rs. 4 Crores (Rupees Four Crores Only) Preferred Capital comprising of 40,00,000 (Forty Lakhs Only) Preferred Shares of Rs.10/- each with rights, privileges and conditions attached thereto as are provided by the Articles of the Company for the time being with the power subject to these Articles, to increase or reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and attach thereto respectively subject to the laws for the time being in force and these Articles, such rights, privileges and conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify, abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by these Articles..

The preference shares, if any, shall confer on the holders thereof the right to receive a fixed cumulative preference divided at such rate per annum as shall be decided by the Company at the time of issue and the right in a winding up to payment of capital and arrears of dividend whether declared or not up to commencement of winding up in priority to the equity shares but shall not confer any further right to participate in profits or assets, subject to the provisions contained in these Articles.

6. BCI shall have waived any right it may have to request the issuance of any new Shares from the Company.
7. Subject to the provisions of these Articles, the Company in a General Meeting may, from time to time by a Special Resolution increase the Capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. Subject to the provisions of the Act and these Articles, any Shares of the original or increased Capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the General Meeting resolving upon the creation thereof, shall direct, and if no direction be given, as the Directors shall determine; and in particular, such shares may be issued with a preferential or qualified right to dividend, and in the distribution of assets of the Company, and with a right of voting at General Meetings of the Company in conformity with Sections 87 and 88 of the Act. Whenever the Capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 97 of the Act.
8. Subject to these Articles and the relevant provisions of the Act as may be applicable, the Company may from time to time by Special Resolution, reduce its Capital or Share Capital (if any) or its capital redemption reserve account or securities premium account in any manner for the time being authorised by law, and in particular, Share Capital may be paid off on the footing that it may be called upon again or otherwise.

9. Subject to the provisions of these Articles and Section 94 of the Act, the Company pursuant to a resolution passed by its Members at a General Meeting, may from time to time sub-divide or consolidate its shares, or any of them, and the resolution whereby any shares are sub-divided or consolidated may determine, that, as between the holders of the shares resulting from such subdivision or consolidation, one or more of such shares shall have some preference or special advantages as regards dividends, capital or otherwise over or as compared with the other or others. Subject as aforesaid, the Company, pursuant to a resolution passed by its Members at a General Meeting, may also cancel shares which have not been taken or agreed to be taken by any Person and diminish the amount of its Capital by the amount of the shares so cancelled.
10. Whenever the Capital, by reason of the issue of preference shares (including the Preference Shares) or otherwise, is divided into different classes of shares, all or any of the right and privileges attached to each class may, subject to the provisions of these Articles and Section 106 and 107 of the Act, only be modified, commuted, affected or abrogated by agreement between the Company and each of the beneficial owner of such preference shares.

III. SHARES AND CERTIFICATES

11. Subject to the provisions of the Act and these Articles the shares shall be under the control of the Directors, who may allot or otherwise dispose off the same to such persons on such terms and conditions, and at such times as the Directors may think fit. Provided that option or right to call on share shall not be given to any person or persons without the sanction of the Company in General Meeting and where at any time it is proposed to increase the subscribed capital of the Company by the issue of new shares, then subject to the provisions of Section 81 of the Act and these Articles, the Board shall issue such shares in the manner provided therein.
12. The joint holders of a share shall be severally as well as jointly liable for the payment of all installments and calls and interest on installments and calls due in respect of such shares.
13. Subject to these Articles, shares may be registered in the name of any person, the joint holders or any limited Company, but not in the name of a minor, and not more than two persons shall be registered as joint holders of any share.
14. Subject to the provisions of the Act and these Articles, or as the Directors may allot and issue shares in the capital of the Company in payment of part payment for any property sold or transferred, goods or machinery supplied or for services rendered to the company in or about the conduct of its business and any shares, which may be so allotted may be issued as fully paid up share or partly paid up shares otherwise than in cash.
15. Every person whose name is entered as a member in the register of members or allottee shall be entitled to receive without payment, one share certificate specifying the name of the person/allottee in whose favour it is issued, the share to which it relates and the amount paid up thereon, unless such person opts to subscribe to such shares in the dematerialized form. .
16. Every share certificate shall be issued under the Seal of the Company and shall be signed by
 - (i) two Directors
 - (ii) a Secretary or any other person authorized for the purpose by the

Board of Directors. Every certificate shall specify the shares to which it relates and the amount paid up thereon and be issued in accordance with the Companies (Issue of Share Certificate) Rules, 1960.

17. In respect of any share held jointly by two persons, the company shall not be bound to issue more than one certificate and delivery of the certificate to the first named person of the two joint holders shall be sufficient delivery to both the holders.
18. If any certificate be worn out, decrepit or defaced or torn, or if there are no further cages on the reverse thereof for the endorsements of transfer, then upon production thereof of such certificate to the Directors they may order the same to be cancelled and may issue a new certificate in lieu thereof which shall state on the face of it that it is issued in lieu of such certificate provided the certificate in lieu of which it is issued is surrendered to the Company and the new certificate records that it is issued in lieu of such certificates or on such consolidation, and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof may be given to the party entitled to such lost or destroyed Certificate. Similarly, if any share or shares be surrendered to the Company for sub-division and split or consolidation, the Board may order the same to be done free of charge.
19. The out of pocket expenses incurred by the Company in investigation for evidence and the advertisement cost or such less sum as the directors may determine shall be paid to the company for every new certificate.

Provided that no fees shall be charged for sub-division or consolidation of certificates into lots of the market unit or for issue of new certificate in replacement of those which are old, decrepit or worn out or where cages on the reverse for the endorsements for transfer have been fully utilized.
20. None of the funds of the Company shall be employed in the purchase of or lent on shares of the Company and the Company shall not except as permitted by Section 77 of the Act and subject to the consent of the investors and the provisions of these Articles, give any financial assistance for the purpose of or in connection with any purchase of shares in the company.
21. The shares in the Capital shall be numbered progressively according to their several denominations and, except in the manner herein before mentioned, no share shall be subdivided; provided, however, that the provision relating to progressive numbering shall not apply to the shares of the company which have been dematerialized. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.
22. Any application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any share therein, shall be an acceptance of shares within the meaning of these Articles, and every Person who thus or otherwise accepts any shares and whose name is on the Register of Members shall, for the purpose of these Articles, be a Member.

23. The money (if any) which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall immediately on the insertion of the name of the allottee in the Register of Members as the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.
24. Every Member, and, in the event of his death, the heirs, executors or administrators of such deceased Members shall pay to the Company the portion of the Share Capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts, at such time or times, and in such manner as the Board shall, from time to time, in accordance with the Company's Articles, require or fix for the payment thereof.
25. Subject to the provisions of these Articles:-
- (a) All blank forms to be used for issue of shares certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board. The blank forms shall be consecutively machine-numbered and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the Secretary or such other Person as the Board may appoint for the purpose; and the Secretary or the other Person aforesaid shall be responsible for rendering an account of these forms to the Board.
 - (b) The Managing Director of the Company for the time being or, if the Company has no Managing Director, every Director of the Company shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates except the blank forms or share certificates referred to in Clause (c).
 - (c) All books referred to in clause (b) shall be preserved in good order permanently.
26. (a) Where two or more Persons are registered as the holders of any share, they shall be deemed to hold the same as joint tenants with benefits of survivorship subject to the following and other provision contained in these Articles.
- (b) On the death of any such joint-holder, the survivors or survivor shall be the only Persons or Person recognised by the Company as having any title to the share, but the Directors may require such evidence of death as they may deem fit and nothing herein contained shall be taken to release the estate of the deceased joint-holder from any liability on the shares held by him jointly with any other Person.
 - (c) Any of such joint holders may give effectual receipts for any dividends or other moneys payable in respect of such share.
 - (d) Only the Person whose name stands in the Register of Members as the first of the joint holders of any share shall be entitled to delivery of the certificate relating to such share or to receive notices from the Company and any notice given to such Person shall be deemed proper notice to all joint-holders.

- (e) Any one of two or more joint holders may vote at any meeting either personally or by proxy in respect of such share as if he were solely entitled thereto, and if more than one of such joint-holders be present at any meeting personally or by proxy, the holder whose name stands first or higher (as the case may be) on the Register or Members in respect of such share shall alone be entitled to vote in respect thereof.

PROVIDED always that a Person present at any meeting personally shall be entitled to vote in preference to a Person present by proxy although the name of such Person present by proxy stands first on the Register of Members in respect of such shares.

27. Save as herein otherwise provided, the Company shall be entitled to treat the Person whose name appears on the Register of Members as the holder of any share or whose name appears as the Beneficial Owner of shares in the records of the Depository, as the absolute owner thereof and accordingly shall not (except as ordered by a Court of competent jurisdiction or as by law required) be bound to recognise any benami trust or equity or equitable contingent or other claim to or interest in such share on the part of any other Person whether or not it shall have express or implied notice thereof.
28. The Company shall be entitled to dematerialise its shares, debentures and other securities pursuant to the Depositories Act and to offer its shares, debentures and other securities for subscription both in material and dematerialised form in any media as permitted by law including any form of electronic media.

IV. DEMATERIALISATION OF SECURITIES

29. For the purpose of these Articles: -

‘Beneficial Owner’ means a Person or Persons whose name is recorded as such with a depository.

‘Depository’ means a company formed and registered under the Act, and which has been granted a certificate of registration to act as a depository under the Securities & Exchange Board of India Act, 1992.

‘Depositories Act’ shall mean the Depositories Act 1996 and any statutory modification of re-enactment thereof.

30. The Company shall be entitled to dematerialize its securities and to offer securities in a dematerialized form pursuant to the Depositories Act and to rematerialize the securities held in Depositories.
31. Every Person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a Depository. Such a Person who is the Beneficial Owner of the securities can at any time opt out of a Depository, if permitted by Applicable Law, in respect of any security in the manner provided by the Depositories Act, and the Company shall in the manner and within the time prescribed, issue to the Beneficial Owner the required certificates of securities.

If a Person opts to hold his security with a Depository, the Company shall intimate such Depository of the details of allotment of the security, and on receipt of the information, the Depository, shall enter in its record the name of the allottee as the Beneficial Owner of the security.

32. All securities held by a Depository shall be dematerialized and be in fungible form.
33. (a) Notwithstanding anything to the contrary contained in the Act, the Depositories Act but subject to these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of any ownership of security on behalf of the Beneficial Owner.
- (b) Save as otherwise provided in (a) above, the Depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.
- (c) Every Person, holding securities of the Company and whose name is entered as the Beneficial Owner in records of the Depository shall be deemed to be a Member of the Company. The Beneficial Owner of securities shall be entitled to all the rights, benefits, and be subject to all the liabilities in respect of his securities, which are held by a Depository.
34. Notwithstanding anything in the Act or these Articles to the contrary, where securities are held in a Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies or discs.
35. Subject to the provisions of these Articles, nothing contained in Section 108 of the Act shall apply to a transfer of securities effected by a transferor and the transferee both of whom are entered as Beneficial Owners in the records of a Depository.
36. Notwithstanding anything in the Act or these Articles, where securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such securities.
37. Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a Depository.
38. The register and index of Beneficial Owners of the securities issued by the Company maintained by a Depository under the Depositories Act, shall be deemed to be the Register of Members and Index of Members and security holders for the purposes of these Articles.

V. BROKERAGE AND COMMISSION

39. Subject to these Articles and the consent of the Investors, the Company may on any issue of shares or debentures pay such brokerage as may be reasonable and lawful.

40. Subject to the provisions of the Act and these Articles, the Company at any time, may pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures or debenture stock in the Company, or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any shares, debentures or debenture stock in the Company, but so that the commission shall not exceed five percent of the price at which the shares are issued or two and a half percent of the price at which debentures are issued.
41. The commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or partly in one way and partly in the other.

VI. TERMS OF ISSUE OF PREFERENCE SHARES

42. Subject to the provisions of Section 80 of the Act and these Articles, the Company shall have power to issue preference shares carrying a right to redemption out of the profits or out of the proceeds of a fresh issue of shares made for the purposes of such redemption or liable to be so redeemed at the option of the Company.

The terms of the Preferred Shares shall be as follows. The Promoters shall exercise their voting rights to give full force and effect to this Article.

- (a) Dividends. The Preferred Shares shall be entitled to a one percent (1%) annual cumulative compounding dividend payable on any issued and outstanding Preferred Shares and on any accrued but unpaid dividends. The Company shall declare and pay dividends at such rates on the Preferred Shares subscribed by the Investors so as to ensure that the entitlement referred to above is paid before any payment of dividends on the Common Shares. In addition, the holders of the Preferred Shares shall be entitled to participate in any dividend paid on the Common Shares on an as-converted basis.
- (b) Rights of Preferred Shares. The Preferred Shares shall be senior to all other classes of Shares in relation to dividends, liquidation, redemption and other distributions.
- (c) Conversion. The conversion rights for the Preferred Shares shall be as set forth below:
- (i) Either Investor, upon delivery of notice to the Company and the other Investor, shall have the option, at its sole election, to convert its Preferred Shares into Common Shares on a 1:1 basis at a conversion price that is equal to the Rupee price at which a Preferred Share was subscribed to by such Investor, provided that such basis and price shall be adjusted in accordance with Anti Dilution and Preemptive rights laid out in Article 45.
 - (ii) Simultaneously with the occurrence of a Qualified IPO, the Preferred Shares will automatically convert into Common Shares on a 1:1 basis at a conversion price that is equal to the Rupee price at which a Preferred Share was subscribed to by the Investors; provided that such basis and price shall be adjusted in accordance with Anti Dilution and Preemptive Rights laid out in Article 45.

- (iii) In the event that Applicable Law prevents or limits the application of the conversion formula set forth in subsection (i) or (ii) above, then: (1) the number of Common Shares to be issued to either Investor in exchange for its Preferred Shares shall be the maximum amount permitted by Applicable Law (including, as applicable, in the event that that Applicable Law prevents the full adjustment of the Conversion Price in accordance with the Anti Dilution and Preemptive Rights mentioned in Article 45, the adjustment of such Conversion Price to the lowest price permitted under Applicable Law) and (2) the Company shall issue and offer to such Investor at the lowest price permitted by Applicable Law, such number of additional Common Shares so as to make up any shortfall in the conversion to Common Shares based on the intended application of the formula set forth above.
- (d) Liquidation Preference. Upon the occurrence of a Liquidity Event, either Investor shall, at its sole option, be entitled to redeem its Preferred Shares for an amount equal to the Rupee price at which such Investor's Preferred Shares were subscribed by it, plus a liquidation premium equal to an amount that would give such Investor an IRR of: (i) twenty percent (20%) in case of any Liquidity Event occurring on or before March 31, 2007, (ii) ten percent (10%) in case of any Liquidity Event occurring after March 31, 2007 but on or before March 31, 2009 and (iii) no additional amount in case of any Liquidity Event occurring after March 31, 2009 (in case of sections (i) and (ii) above, inclusive of any dividends or other distributions that have been made with respect to the Preferred Shares being redeemed pursuant to the conditions set out in this Article; provided, however, in the event that the redemption price calculated in accordance with the formula set forth above would be in excess of the maximum amount permitted by Applicable Law, then (i) the Company shall make all reasonable efforts to obtain any Authorizations necessary to allow the contracted redemption price, and in the event that each Investor agrees that such Authorizations will not be obtainable, the redemption price shall be set at such maximum permitted price.
- (e) Strategic Liquidation Preference. Upon the occurrence of a Strategic Liquidity Event, either Investor shall, at its sole option, be entitled to redeem its Preferred Shares for an amount equal to the greater of (subject to Applicable Law): (i) its pro rata share of the value realized by the Company from such Strategic Liquidity Event determined on an as-converted basis (i.e., calculated based on a conversion of Preferred Shares into Common Shares in accordance with the conditions laid out under the Article dealing with Conversion (mentioned in clause (c) above) and (ii) the Rupee price at which such Investor's Preferred Shares were subscribed by it, plus a redemption premium equal to an amount that would give such Investor an IRR of twenty-five percent (25%) (inclusive of any dividends or other distributions that have been made with respect to the Preferred Shares being redeemed pursuant to this clause; provided, however, in the event that the redemption price calculated in accordance with the formula set forth above would be in excess of the maximum amount permitted by Applicable Law, then (i) the Company shall make all reasonable efforts to obtain any Authorizations necessary to allow the contracted redemption price, and in the event that each Investor

agrees that such Authorizations will not be obtainable, the redemption price shall be set at such maximum permitted price.

- (f) Redemption. At the sole option of either Investor, the Company will be required to redeem all or part of such Investor's Preferred Shares in the event that: (i) no Qualified IPO shall have occurred by September 30, 2009, (ii) the Promoters at any time hold less than forty-five percent (45%) of the voting and economic interest in the Company, on either an outstanding, or a fully-diluted basis, or (iii) the Shareholders (including the Promoters) hold less than seventy-six percent (76%) of the voting and economic interest in the Company, on either an outstanding, or a fully-diluted basis; provided, however, the Company shall not be required to redeem the Investor's Preferred Shares in accordance with sub-clause (iii) above in the event that a Transfer by one or both of the Investors is the sole cause of the Shareholders holding less than seventy-six percent (76%) of the voting and economic interest in the Company, on either an outstanding, or a fully-diluted basis. The date of any such notice by either Investor to the Company shall be the "Redemption Election Date." Upon such redemption by either Investor, it shall receive an amount equal to the greater of (as permitted by Applicable Law):

- (i) the fair market value of its Preferred Shares to be determined by an independent firm or investment bankers mutually agreeable to the Investors and the Company; provided, any fees and costs payable in connection with such valuation shall be borne by the Company;
- (ii) the Rupee price at which such Investor's Preferred Shares were subscribed by it, plus a redemption premium equal to an IRR of fifteen percent (15%) (inclusive of any dividends or other distributions that have been made with respect to the Preferred Shares being redeemed) (the amount determined in accordance with (i) or (ii) above, the "Redemption Price")),

provided, however, in the event that the Redemption Price calculated in accordance with each of (i) and (ii) above would be in excess of the maximum amount permitted by Indian law, then (i) the Company shall make all reasonable efforts to obtain any Authorizations necessary to allow the contracted redemption price, and in the event that such electing Investor agrees that such Authorizations will not be obtainable, the Redemption Price shall be set at such maximum permitted price.

The Redemption Price will be payable in one (1) installment within forty-five (45) Business Days from the date of the written request for redemption.

- (g) Additional Rights of Preferred Shares. Prior to a Qualified IPO, the Investors shall be permitted to hold the Preferred Shares and not convert the same to Common Shares for as long as permitted by Applicable Law.
- (h) Promoter Buy-Back. In the event that a Qualified IPO has not occurred by September 30, 2009, either Investor may, at its sole option call on the Promoters, and the Promoters shall use their best efforts, to purchase all (but not less than all) of such Investor's Shares for an amount in Rupees equal to the greater of:

- (i) the fair market value of its Shares to be determined by an independent firm of investment bankers mutually agreeable to the Investors and the Company; provided, any fees and costs payable in connection with such valuation shall be borne by the Company;
- (ii) the Rupee price at which such Investor's Shares were subscribed by it, plus a sale premium equal to an amount that would give the Investor an IRR of fifteen percent (15%) (inclusive of any dividends or other distributions that have been made with respect to the Preferred Shares being redeemed).

Furthermore, the Promoters shall: (A) send a confirmation to the Investors of the Promoters agreement hereunder to purchase the Investor's Shares in accordance with this clause, within twenty-one (21) days of receipt of notice from either Investor of its election to sell their Shares, and (B) make all reasonable efforts to obtain any Authorizations that may be required to complete the purchase of such Investor's Shares in accordance with the terms above). Subject to receipt of any required Authorizations, the Promoters shall complete such purchase within sixty (60) days of its receipt of notice from either Investor of its election to sell its Shares pursuant to the conditions laid out above.

- (i) Drag-Along Rights. In the event that the Promoters (i) fail to issue a confirmation of their agreement to purchase the Investor's Shares in accordance with the above dealing with Promoter's Buy-back, within fifteen (15) days or (ii) upon issuing such notice, fail to conclude their purchase of the Investor's Preferred Shares within sixty (60) days (including the receipt of any Authorization that may be required to complete the purchase of the Investor's Shares in accordance with the terms of Promoter's Buy-back (mentioned above), the Investors, acting jointly, may require the Company to appoint a reputed investment banker, who shall be acceptable to the Investors, to offer for sale any or all Shares held by the Investors and the Promoters in the Company to a third party, and upon approval of the terms and conditions of any such sale by the Investors, such investment banker shall have the right to call upon the Investors and the Promoters to sell all or a part of their respective shareholdings in the Company to such third party on the terms and conditions approved by the Investors; provided, however, the Promoters shall have a limited right of first refusal to purchase the Investors' Shares at such agreed upon terms and conditions as notified by the investment banker and approved by the Investors, which right must be exercised by payment of funds to the Investors (or as they may otherwise direct) within two (2) Business Days from receipt of the call from the investment banker.

VII. FURTHER ISSUE AND RESTRICTIONS ON TRANSFER

- 43. Restrictions on Transfer. The Promoters shall not, directly or indirectly, Transfer all or any of the Shares held by them except in accordance with these Articles. Any Transfer in breach of these Articles shall be null and void, and shall not be binding on the Company.
- 44. Promoter Lock-In. Until the Common Shares of the Company have been listed pursuant to a Qualified IPO, no Promoter shall, directly or indirectly, transfer any Shares or Share Equivalents held by it in the Company (except in accordance with the terms of these

Articles); provided, however, the Promoters may collectively transfer an aggregate of up to five percent (5%) of their Shareholding in the Company to third parties prior to the listing of the Common Shares of the Company pursuant to a Qualified IPO. The Promoters shall ensure that prior to any such transfers being effective, the prospective transferee shall sign a deed of adherence agreeing to be bound by the terms of these Articles, in the form and substance satisfactory to the Investors. The provisions of this clause shall commence as of the Effective Date.

45. Anti Dilution and Preemptive Rights. In the event the Company issues any new Shares or Share Equivalents at any point of time prior to a Qualified IPO (a "Fresh Offering") (other than stock options/Shares granted/issued under the ESOP) in accordance with Investor Consent Rights, the following procedure shall apply:

- (i) if such Fresh Offering is only to the Shareholders of the Company, each Investor shall have a right, exercisable at its sole discretion, to subscribe to such number of Shares or Share Equivalents out of the Fresh Offering so as to ensure that such Investor's post-Fresh Offering Shareholding is the same as such Investor's Shareholding prior to the Fresh Offering. For this purpose, the parties hereto shall cause the Company to, separately, pass a special resolution issuing and allotting Shares or Share Equivalents to each of the Investors to ensure compliance with these Articles. If either Investor elects to subscribe, such Investor shall subscribe to the Fresh Offering at such price as the Board shall have determined for the Fresh Offering.
- (ii) if such Fresh Offering is to Persons other than the Shareholders, the parties hereto shall cause the Company to allocate such Fresh Offering or part thereof to the Investors, on the same terms and conditions (including price) as are being offered to the third party, such that each Investor's Shareholding in the Company prior to such Fresh Offering is maintained.
- (iii) Notwithstanding anything contained in (i) and (ii) above, if the Shares or Share Equivalents included in the Fresh Offering are to be sold at a price that is lower than the price at which Preferred Shares were subscribed to by the Investors under the Subscription Agreement, the price at which the Preferred Shares would have been convertible into Common Shares (the "Conversion Price") shall be revised downward such that it is equal to the weighted average of the purchase price(s) of the Shares or Share Equivalents included in the Fresh Offering (the "Adjusted Conversion Price") and each Investor shall be entitled to such number of Common Shares on conversion as are arrived at by multiplying the Conversion Price of the Preferred Shares in effect immediately prior to such Fresh Offering by the number of Common Shares issuable pursuant to a conversion immediately prior to such Fresh Offering and dividing the product thereof by the Adjusted Conversion Price. Notwithstanding the foregoing, in the event that the price of Shares or Share Equivalents proposed for the Fresh Offering would result in an Adjusted Conversion Price that is below the fair value at which the Preferred Shares could be converted into Common Shares (as determined in accordance with Applicable Law), the prior written approval of the Investors shall be required for such Fresh Offering. The

Company shall ensure that all required Authorizations (including any Authorizations required to adjust the Conversion Price in accordance with the terms hereof) for the aforesaid shall be obtained by it and in the absence of such approvals, shall not undertake such Fresh Offering. The Conversion Price will also be adjusted to fully reflect on a proportionate basis share splits, share dividends, recapitalizations and any other changes to the capital structure of the Company, which actions shall only be undertaken if the Company had obtained all required Authorizations (including any Authorizations required to adjust the Conversion Price in accordance with the terms hereof).

Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Article, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to the Investors a certificate executed by an officer of the Company setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based, including as applicable, any Authorizations obtained in connection with such adjustment or readjustment. The Company shall, upon the written request at any time of either Investor, furnish or cause to be furnished to the Investors a like certificate setting forth (i) such adjustments and readjustments and (ii) the Adjusted Conversion Price. The delivery or acceptance of any such certificate by an Investor shall in not be deemed to be an acceptance by such Investor of any statements or calculations set forth therein.

- (iv) In the event that either Investor is unable to subscribe to any Shares or Share Equivalents under this Article because of a restriction under Applicable Law, such Investor shall have the right to nominate a third party, who is not a Competitor, to subscribe to the Shares and/or Share Equivalents being offered to it.

46. Tag Along Rights. (a) Subject to the provisions of these Articles, and at any time prior to a Qualified IPO, in the event that any Promoter, either directly or indirectly, proposes to Transfer the Shares or Share Equivalents held by it or a part thereof to a third party in a single or a series of transactions and after such Transfer (whether as a result of such Transfer or otherwise) the Promoters would collectively hold less than forty-five percent (45%) of the Share Capital, any such Transfer shall be conditioned upon such third party agreeing to acquire all the Shares each of the Investors elects to sell on the same terms and conditions as would be received by the relevant Promoter(s) and otherwise in the manner specified in (b) below;

(b) Subject to (a) above, upon identifying a third party to acquire Shares held by them or any part thereof, the Promoters shall communicate the same to the Investors setting out the following details in relation to the third party's offer (the "Sale Notice"): (i) price per Share; (ii) number of Shares proposed to be Transferred; (iii) identity and material particulars regarding the third party; and (iv) material terms and conditions for the proposed Transfer. Each Investor shall, within a period of sixty (60) days from the date of receipt of the Sale Notice, be entitled to exercise its tag along rights and offer all of its Shares, or such lesser amount of Shares as either Investor may elect, to the third party. Any such Transfer

of the Promoter Shares to the third party shall be conditional upon such third party acquiring the Shares offered by either Investor in exercise of its tag along rights on terms no less favourable than those offered by such third party to the Promoters (including the receipt of any Authorizations as may be required to achieve such terms).

47. *Right of First Refusal.* Subject to the limitations on Transfers set forth in Article 43 and 44, if any of the Promoters or Investors, either individually or collectively, (the "Transferor(s)") desire to Transfer all or any portion of the Shares held by it or them (the "Transfer Shares") to any third party (the "Transferee"), prior to the Qualified IPO, the following procedures shall be complied with:

- a. The Transferor shall notify each of the Investors and other Promoters (the "Offerees"), in writing (a "Notice of Transfer"), specifying (i) the number of Transfer Shares subject to Transfer, (ii) the name and business address of the prospective Transferee (iii) the price per Share of the Transfer Shares (which shall be payable all in cash at closing) (the "Transfer Price"); and (iv) other terms of the proposed Transfer (collectively, the "Conditions of Transfer") and furnish a copy of the offer made by the Transferee. In the event that the proposed consideration for the Transfer includes consideration other than cash, such consideration shall consist of liquid listed securities based on the weighted average trading price of such liquid listed securities on an exchange on which the shares are most traded for a period of ten (10) Business Days prior to the date on which the Notice of Transfer is received by the Investors. The total value of the consideration for the proposed Transfer is referred to herein as the "Transfer Price" (as defined above).
- b. Thereupon, each Offeree shall have the right to purchase, or to designate a third party, who is not a Competitor, to purchase, all, but not less than all, of the Transfer Shares equal to a percentage equal to such Offeree's percentage ownership of the Share Capital of the Company on an as-converted basis. Within thirty (30) days from receipt of the Notice of Transfer (the "Subscription Period"), each Offeree shall notify the Transferor of its intention to exercise or not to exercise its right of first refusal to purchase its pro rata portion of the Transfer Shares in accordance with the Conditions of Transfer at the Transfer Price ("Acceptance Notice").
- c. Each Acceptance Notice shall include a statement that such Offeree or its designated nominee is willing to acquire its pro rata share of the Transfer Shares. An Acceptance Notice shall be irrevocable and shall constitute a binding agreement, which binds the Transferor to sell the Offered Shares to the accepting Offeree(s) or its/their designated nominee(s).
- d. If any Offeree exercises such right of first refusal to purchase the Transfer Shares by notifying the Transferor thereof within the Subscription Period, the purchase of the Transfer Shares by any such Offeree shall be closed within thirty (30) days after receipt of such notice of exercise by the Transferor at the registered office of the Company.

- e. In the event that any Offeree elects not exercise its right of first refusal to purchase the Transfer Shares within the Subscription Period, the Transferor may sell, assign or transfer all, but not less than all, of the Transfer Shares to the Transferee and any Offeree(s) that have elected to exercise its/their right of first refusal within a period of one hundred eighty (180) days after the expiration of the Subscription Period; provided, however, that (i) the Transferee shall not be a Competitor of the Company, (ii) the Transferee shall agree in advance in writing to comply with all of the applicable obligations of the Transferor under these Articles and shall execute a deed of accession, (iii) the transfer to the Transferee shall be on terms and conditions no more favorable to the Transferee than the Conditions of Transfer specified in the Notice of Transfer, including the Transfer Price and (iv) the Transfer is subject to Section 4.04 hereof. In the event that the Transferor is not able to consummate the Transfer of the Transfer Shares within such one hundred eighty-day period, any subsequent Transfer of the Transfer Shares shall again be subject to the provisions of this Article.
- f. Notwithstanding the foregoing, from and after the earlier to occur of a Strategic Liquidity Event and September 30, 2009, the right of first refusal set forth in this Article shall not apply to any Transfer of Shares by the Investors.
- g. Notwithstanding anything to the contrary contained herein, the provisions of this Article shall not apply: to any tender of Shares in connection with the Qualified IPO.

VIII. INTEREST OUT OF CAPITAL

- 48. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings, or the provisions of any plant, which cannot be made profitable for a long period, the Company may pay interest on so much of the Share Capital, for the period, at the rate and subject to the conditions and restrictions provided by Section 208 of the Act and may charge the same to the capital as part of the cost of construction of the work or building, or the provision of the plant.

IX. CALL ON SHARES

- 49. The Board of Directors may by a resolution passed at a meeting of the Board from time to time, subject to any terms on which any shares have been issued, make such calls as they think fit upon the share holders in respect of all moneys unpaid on the shares held by them respectively and each member shall pay the amount of every call so made on him to the persons at such time and place appointed by the Board. A call may be made payable by installments.
- 50. A call shall be deemed to have been made at the time when the resolution of the Board of Directors authorizing such call was passed.

51. Not less than fourteen clear day's notice of any call shall be given by the company (either by letter to the members or by advertisement) specifying the time and place of payment and to whom such payment shall be paid.
52. If by the terms of issue of any share or otherwise any amount is made payable on allotment or at any fixed time or by installments at fixed times whether on account of nominal amount of the share or by way of premium, every such amount or installment shall be payable as if it were a call duty made by the Directors and of which due notice had been given and all the provisions herein contained in respect of the calls shall relate to such amount of installment accordingly.

In the case of non-payment of such sum all the relevant provisions of these Articles 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.

53. If the sum payable in respect of any call or installment be not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the installment shall be due, shall pay interest for the same at the rate of 18 percent per annum or at such rate as the Directors may determine from time to time, from the day appointed for the payment thereof to the time of actual payment. The Directors shall be at liberty to waive payment of any such interest wholly or in part.
54. The Board may, subject to Section 92 of the Act, receive from any member willing to advance all or any part of money unpaid upon the shares held by him beyond the sums actually called for and upon the money so paid in advance exceeds the amount of calls thus made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such sum in advance and the Board agrees upon. Money so paid in excess of amount of calls shall not rank for dividend or participate in profits or confer on such member any other rights until it is appropriated towards satisfaction of any call. The directors may at any time repay the amount so advanced.
55. A call may be revoked or postponed at the discretion of the Board.
56. On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the name of the member sued is entered in the register as the holder, or one of the holders of the shares in respect of which such debt accrued; that the resolution making the call is duly recorded in the minutes book; and that notice of such call was duly given to the member, in pursuance of these Articles, and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

X. FORFEITURE, SURRENDER AND LIEN

57. If any Member fails to pay any call, or installment on or before the day appointed for payment thereof, the Board may at any time there after, during such time as the call or installment remain unpaid, serve notice on him to pay the same together with any interest that may have accrued, any expenses that may have been incurred by the Company by

reason of such non-payment on or before some day to be named in the notice (such day not being less than fourteen days from the date of service of such notice) and at some places (either the Office or a Bank) named in such notice, and that the shares in respect of which the call was made or installment is payable will be liable to be forfeited.

58. If the requisitions of such notice are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of calls, installments, Interest and expenses due in respect thereof, may be forfeited by a resolution of the Board of Directors, and the forfeiture shall be recorded in the Directors Minutes Book, Register of Members and the holder of such share shall thereupon cease to have any interest therein, and his name shall be removed from the register and thereupon notice shall be given to him of such removal and an entry of the forfeiture with the date thereof shall forthwith; be made in the register, but no forfeiture shall be in any manner invalidated by any commission or neglect to give such notice to or to made such entry aforesaid.
59. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.
60. Any person whose shares shall be so forfeited shall cease to be member in respect of the forfeited share, but shall, notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company all calls for installments, interest and expenses owing upon or in respect of such share at the time of forfeiture together with interest at the rate of 18 percent per annum, or at such rate as the Directors may determine. The liability of such person shall cease if and when the Company shall have, received payment in full of all such amounts due in respect of the shares.
61. Any share so forfeited shall be deemed to be the property of the Company and the board of Directors may sell, re-allot or otherwise dispose off the same in such manner as they think fit.
62. The Directors may at any time, before any share so forfeited shall have been sold, re-allot or annul the forfeiture thereof upon such conditions as they think fit.
63. A duly verified declaration in writing that the declarant is a Director 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 for the fact s therein stated as against all persons claiming to be entitled to the share.
64. Shares which are fully paid up, shall be free from all lien and in the case of partly paid shares, the Company shall have a lien which shall be restricted to moneys called or payable at a fixed time in respect of such shares. The Company's lien if any, on a share shall extend to all dividends payable thereon.
65. The Board shall be entitled to give effect to such lien by sale or forfeiture and re-issue of the shares subject thereto or by retaining all dividends and profits in respect thereof or by any combination of the said means but no sale or forfeiture shall be made, until such period as aforesaid shall have arrived, and unless a sum in respect of which the lien exists is

presently payable and until notice in writing of the intention to sell or forfeit shall have served on such member, his executors or administrators, and default shall have been made by him or by them in the payment, fulfillment or discharge of such debts, liabilities or engagements for seven days after such notice.

66. i) The net 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 subject to a like lien for sums 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, or to his executors, administrators, committee, curator or other representatives.
67. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the power herein before given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money and after his name has been entered in the register in respect of such shares, the validity of the sale shall not be impeached by any person.
68. Upon any sale or other disposal under the provisions of the preceding Article, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect and the Directors shall be entitled to issue a duplicate certificate in respect of the said shares to the Person or Persons entitled thereto.
69. Where any shares under the power in that behalf of herein contained are sold by the Directors and the certificate thereof has not been delivered to the Company by the former holders of the said shares, distinguishing it in such manner as they think fit from the certificate not so delivered up, they may, issue fresh certificate.
70. Subject to the provisions of the Act and these Articles, the Board may accept from any member the surrender, on such terms and conditions as shall be agreed, of all or any of his shares.

XI. SHARE WARRANTS

71. Promoter Warrant. (a) As of the Effective Date, Dr. Ella shall have issued warrants equivalent to a 20% equity stake in the Share Capital of the Company, free of charge, each which gives him the right to subscribe for and purchase one additional Common Share at par value (i.e., Rs. 10 each) to be exercisable in accordance with and subject to the conditions as set forth below:
- (i) warrants of up to seven and one-half of one percent (7.5%) of the Share Capital of the Company, shall be exercisable upon the achievement, to the Investor's

satisfaction, of the following product launches and/or Lysostaphin entering Phase IIa trials:

Product	Target Date	No. of Warrants
Launch of OPV	Feb-06	1.0%
Launch of rabies vaccine	Feb-06	1.0%
Launch of Heparin	Jun-06	1.0%
Launch of Probiotics + antibiotics	Apr-06	1.0%
Warrants for meeting any three of the above four launch milestones		0.5%
Lysostaphin entering Phase IIa trials	Apr-07	4.0%

provided, however, in no event shall the total warrants exercisable pursuant to this paragraph (i) exceed seven and one-half of one percent (7.5%) of the Company's Share Capital.

- (ii) warrants of up to seven and one-half of one percent (7.5%) of the Share Capital of the Company shall be exercisable upon the achievement of an audited profit after tax by the Company as of March 31, 2008 (as determined based upon its audited year-end financial statements) of at least Rs. 277,500,000; provided furthermore, that the exercisable portion of such warrants shall be in proportion to the ratio of: (A) the Company's audited profit after taxes as of March 31,

2008 to (B) Rs. 370,000,000; provided that the maximum ratio that may be applied pursuant to this subsection (ii) shall be one to one; and

- (iii) warrants of up to five percent (5.0%) of the Share Capital of the Company shall be exercisable upon the achievement of an audited profit after taxes by the Company as of March 31, 2008 (as determined based upon its audited year-end financial statements) of at least Rs. 370,000,000; provided furthermore, that the exercisable portion of such warrants shall be in proportion to the ratio of: (A) the amount by which the Company's audited profit after taxes as of March 31, 2008 exceeds Rs. 370,000,000 to (B) Rs. 130,000,000; provided that the maximum ratio that may be applied pursuant to this subsection (iii) shall be one to one;

provided, however, in the event that there is a Qualified IPO prior to March 31, 2008 and each of the Investors achieves an IRR of at least forty percent (40%) on its investment amount, then, the full amount of the warrants set forth in paragraphs (i) and (ii) (less warrants which have expired due to non achievement of milestones or warrants which have already been vested, if any) shall vest with Dr. Ella upon receipt of such return by the Investors.

XII. TRANSFER AND TRANSMISSION OF SHARES

72. The Company shall maintain a Register of Transfers and therein shall be fairly and distinctly entered the particulars of every transfer or transmission of any share.

73. (a) The transfer of shares and debentures shall be effected by an instrument in writing, duly stamped. All the provisions of section 108 of the Act and any modifications thereof for the time being shall be duly complied with in respect of all the transfer of shares and registration thereof and shall be executed both by the transferor and the transferee, whose executions shall be attested by at least one witness, who shall add his address and occupation, and the transferor shall be deemed to remain the holder of such shares until the name of the transferee is entered in the register in respect thereof.

(b) The instrument of transfer shall be in Form 7-B of Act. The instrument of Transfer shall be in writing and all the provisions of Section 108 of the Act, and of any statutory modifications thereof, for the time being shall be duly complied with in respect of all transfers of shares and registration thereof.

(c) Subject to these Articles, no fee shall be charged for the following:

- (i) for registration of transfers, sub-division and consolidation of certificates and for letters of allotment and for the issue of split, consolidation, renewal and pucca transfer receipt into denominations corresponding to the market unit of trading.
- (ii) For sub-division of renounceable letter of right.

- (iii) For registration of any power of Attorney, Probate, Letters of Administration or death certificate or for similar other documents.
74. (a) The instrument of transfer shall be in writing and in such form as may be prescribed. All the provisions of Section 108 of the Act shall be duly complied with in respect of all transfers and of the registration thereof. The Company shall not charge any fee for registration of a transfer of shares or debentures.
- (b) Subject to these Articles, in the case of transfer of shares or other marketable securities where the Company has not issued any certificates and where such shares or securities are being held in an electronic and fungible form, the provisions of the Depositories Act shall apply.
75. Every instrument of transfer shall be in respect of only one class of shares, and shall be left at the Office of the Company or such other place as the Company may notify for registration accompanied by the certificates of the share to be transferred and such other evidence as the Directors may require to prove the title of the transferor or his right to transfer the shares. PROVIDED that where it is provided to the satisfaction of the Directors that an instrument of transfer signed by the transferor and the transferee has been lost, the Company may, if the Directors think fit, on an application in writing made by the transferee and bearing the stamp required by an instrument of transfer, register the transfer on such terms as to indemnity as the Directors may think fit.
76. The Board may, without assigning any reasons but subject to the right of appeal conferred by Section 111, 111A and Section 22A of the Securities Contract Regulations Act, 1956 decline to register any transfer of shares or debentures upon which the Company has a lien, and in the case of shares which are not fully paid up may refuse to register a transfer to a transferee of whom the Board does not approve. No transfer shall be made to a minor or a person of unsound mind. Provided the registration of transfer shall not be refused on the ground that the transferor being either alone or jointly with any other person or persons, is indebted to the Company on any account whatsoever, except by a lien on shares.
77. If registration of the transfer of a share or debenture of the Company is refused the Directors shall within two months from the date on which the instrument of transfer was lodged with the Company, send to the transferee and the transferor notice of such refusal.
78. The Directors may, on giving seven days previous notice by advertisement in some newspaper circulating in the district in which the registered office of the Company is situated, close the register of members for any time not exceeding thirty days at a time, but not exceeding in the whole, forty five days in each year.
79. The executors or administrators or the holders of a succession certificate in respect of shares of a deceased member (not being one of several joint holders) shall be the only person, whom the company shall recognize as having any title to the shares registered in the name of such member and in case of the death of any one more of the joint holders of any registered shares, the survivors shall be the only person recognized by the company as having any title to interest in such shares, but nothing here in contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly

with any other person. Before recognizing any executor or administrator or legal heir, the Directors may require him to obtain a Grant of probate or letters of administration, or succession certificate or other legal representation, as the case may be, from some competent court. Provided nevertheless that in any case where the directors in their absolute discretion think fit, it shall be lawful for the Directors to dispense with the production of probate or letters of administration upon such terms as to indemnity or otherwise as the Directors may consider desirable.

Provided further that no fee shall be charged for registration of each of the following documents namely, Trustee, Insolvency, Order of Court, Probate, proof of Death and Marriage. Power of Attorney, Letters of Administration, Lunacy Order, Affidavit, Statutory declaration or any other documents which in the opinion of the Directors requires registration.

80. Any committee or guardian of a lunatic or infant member of any person becoming entitled to or to transfer shares or debentures in consequence of the death, bankruptcy or insolvency of any member, or otherwise than by transfer may, with consent of the Directors (which they shall not under any obligation to give), be registered as a member upon such evidence of his title being produced, as may, from time to time, be required by the Directors, or such persons, instead of being registered himself, may subject to regulations as to transfer therein before contained transfer such shares. 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.
81.
 - i) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
 - ii) 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.
 - iii) All the limitations relating to the right to transfer, restrictions and provisions of these regulations and the registration of the transfer of shares shall be applicable to any person on such notice of transfer as aforesaid, as if, the death or insolvency of the member had not occurred, and the notice of transfer, were a transfer signed by that member.
82. 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.

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, bonus or other money payable in respect of the share, until the requirements of the notice have been complied with.

83. If any Member of the Company dies, and the Company through any of its principal officers within the meaning of any law relating to the levy of a wealth tax on capital transfers on

inherited property and /or estate duty or other similar legislation for the time being in force, has knowledge of the death, it shall not be lawful for the Company to register the transfer of any share standing in the name of the deceased Member unless the Company is satisfied that the transferee has acquired such share for valuable consideration or there is produced to it a certificate from a duly authorised official that either the wealth tax, capital transfer tax or estate duty or other similar tax or levy in respect thereof has been paid or will be paid or that none is due as the case may be. Where the Company has come to know through any of its principal officers of the death of any member, the Company shall within three months of the receipt of such knowledge, furnish to the competent officer or authority in relation to the Company, such particulars as may be prescribed by the appropriate legislation in force.

84. Subject to the compliance by the Company with the provisions of these Articles, it shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purported to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of Persons having or claiming any equitable right, title or interest to or in the same shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred to it in any book, or attended or given effect to any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do through it may have been entered or referred to in some book of the Company, but the Company shall, nevertheless be at liberty to regard and attend to such notice and give effect thereto if the Directors shall so think fit.

XIII. ALTERATION OF CAPITAL

85. Subject to these Articles, the Company in a General Meeting may convert any fully paid up shares into stock, and when any shares shall have been converted into stock, the several holders of such stock may thenceforth transfer their respective interest therein, or any part of such interest, in the same manner and subject to the regulations, as and subject to which, shares from which the stock arose might have been transferred, if no such conversion had taken place, or as near thereto as circumstances will admit. The Company may at any time reconvert any stock into fully paid-up shares of any denomination.
86. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividend, 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 or in the assets of the Company on a winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

XIV. BORROWING POWERS

87. Subject to these Articles and the provision of Section 292 and 293 of the Act, the Board may, from time to time at its discretion, by a resolution at a meeting of the Board accept deposits from members, in advance of call and generally raise or borrow secure the repayment of any sums of or sums of money for the purpose of the Company.

88. Subject to these Articles, the payment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit, by resolution passed at a meeting of the Board (but not by circulation) and in particular, by the issue of bonds, debentures or debenture stock of the Company either unsecured or secured by a mortgage or charge over all or any part of the property of the Company (both present and future) including its uncalled Share Capital for the time being, and debentures, debenture-stock, bonds and other securities may be made assignable free from any equities between the Company and the Person to whom the same may be issued.
89. Subject to these Articles, any debentures, debenture-stock or other securities may be issued at a discount, premium, or otherwise and may be issued on condition that they shall be convertible into share of any denomination, and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at a General Meeting, appointment of Directors and otherwise. Subject to Article 120, debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting accorded by a Special Resolution.
90. The Board shall cause a proper Register to be kept in accordance with the provisions of Section 143 of the Act of all mortgages, debentures and charges specifically affecting the property of the Company and shall cause the requirements of Section 118, 125 and 127 to 144 (both inclusive) of the Act in that behalf to be duly complied with so far as they are required to be complied by the Board.
91. The Company shall, if at any time it issues debentures keep a register and index of Debentures in accordance with Section 152 of the Act. The Company shall have the power to keep in any State or country outside India Branch Register of Debenture holders resident in that State or country.

XV. GENERAL MEETINGS

92. (a) Except as specifically provided in these Articles, all AGMs and EGMs shall be held in accordance with the applicable provisions of the Act. The Board shall provide the Company's previous financial year's audited financial statements to all Shareholders at least one (1) month before the AGM is held to approve and adopt the audited financial statements.
- (b) Not less than twenty-one (21) Business Days prior written notice of all General Meetings shall be given to the Shareholders of the Company at their respective address notified by them to the Company in writing.
- (c) An agenda setting out the business proposed to be transacted at a General Meeting shall be circulated by the Company to each Shareholder at least fifteen (15) Business Days prior to the date of the General Meeting. No business shall be transacted at any General Meeting duly convened and held other than that specified in the notice without the prior consent of Shareholders holding seventy-six percent (76%) of the Shareholding, including the Investors.
- (d) The quorum for a General Meeting shall be Shareholders holding fifty-one percent (51%) of the Shares on a fully diluted and an outstanding basis, including, at least one

(1) Promoter and one (1) Investor, present in person or through their representative, which requirement may be waived by either Investor with respect to its representative at its sole discretion.

(e) In the absence of a valid quorum at a General Meeting, duly convened and held, the meeting shall be adjourned to the same time or place not earlier than ten (10) Business Days but no later than twenty-one (21) Business Days thereafter as the Chairman may determine. The aforesaid quorum requirement shall also be applicable at such adjourned General Meeting.

(f) At any General Meeting duly convened for the purpose of voting on any matter required to be transacted by the Shareholders thereat, the Promoters shall respectively be present in person through their duly authorised representatives, or a proxy, appointed in accordance with the applicable provisions of the Act for the purpose of complying with the requirements of a valid quorum, and shall vote all Shares owned and held by them at such General Meeting in accordance with these Articles and the terms of the Shareholders Agreement. Notwithstanding the aforesaid, in the event either Investor is unable to physically participate in a General Meeting, it shall be eligible to participate (including for purposes of determining quorum and voting purposes) in such General Meeting by telephone conference and the Chairman of such meeting shall record such Investor's observations in the minutes of such meeting.

(g) The Promoters shall ensure:

- (i) that they, their representatives, proxies and agents representing them at General Meetings shall at all times exercise their votes in respect of the Shares in such manner so as to comply with, and to fully and effectually implement these Articles and the provisions of the Shareholders Agreement; and
- (ii) that if any resolution is proposed contrary to these Articles or the terms of the Shareholders Agreement, they, their representatives, proxies and agents representing them shall vote against such resolution. If for any reason such a resolution is passed, the Shareholders shall if necessary, join together and convene an EGM pursuant to Section 169 of the Act for implementing and giving effect to these Articles and the terms of the Shareholders Agreement.
- (iii) to vote their Shares or extend consents, as the case may be, and to take all other action as may be necessary including causing the Company to call a General Meeting and exercising its votes at a General Meeting as well as at meetings of the Board or committees thereof including through its representatives or nominee Directors) so as to give effect to the provisions of these Articles including but not limited to this Article.

93. Subject to these Articles, except where otherwise provided by the Act or by these Articles every question to be decided by any General Meeting shall in the first instance, be decided on a show of hands.

94. Subject to these Articles if a poll is demanded it shall be taken subject to the Act in such manner and such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise in accordance with these Articles and Applicable Laws and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.
95. Subject to these Articles, the Board may, whenever it thinks fit, call an Extraordinary General Meeting and it shall do so upon requisition in writing by a Member or Members holding in the aggregate not less than one-tenth of such of the Share Capital as at that date carries the right of voting in regard to the matter in respect of which the requisition has been made.
96. Any valid requisition so made by Members must state the object or objects of the meeting proposed to be called and must be signed by the requisitionists and deposited at the Office of the Company PROVIDED that such requisition may consist of several documents in like form, each signed by one or more requisitionists.
97. Upon the receipt of any such requisition, the Board shall, in accordance with these Articles, call an Extraordinary General Meeting, and if they do not proceed within twenty-one days from the date of the requisition being deposited at the Office, to cause a meeting to be called on a day not later than forty-five days from the date of the requisition, the requisitionists, or such of their number as represent either a majority in value of the Share Capital as is referred to in Section 169(4) of the Act, whichever is less, may themselves call the meeting but in either case any meeting so called shall be held within three months from the date of the deposit of the requisition as aforesaid.
98. Any Extraordinary General Meeting called under the foregoing Article by the requisitionists shall be called in the same manner as nearly as possible, as that in which General Meetings are to be called by the Board.
99. In the case of an Annual General Meeting, if any business other than (i) the consideration of the accounts, balance sheet and reports of the Board of Directors and Auditors, (ii) the declaration of Dividend, (iii) the appointment of Directors in place of those retiring and (iv) the appointment of, and fixing of the remuneration of, the Auditors, is to be transacted and in the case of any other General Meeting, in any event, there shall be annexed to the notice of the General Meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any, therein of every Director, and the manager if any, Where any such item of special business relates to, or affects any other company, the extent of the shareholding interest in such other company of every Director and the manager, if any, of the Company shall also be set out in the statement if the extent of such shareholding interest is not less than 2 percent of the paid-up share capital of that other company. Where any item of business consists of according of approval to any document by the General Meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.
100. A body corporate being a Member shall be deemed to be personally present if it is represented in accordance with Section 187 of the Act.

101. The Chairman, with the consent of the Members, may adjourn any Meeting from time to time and from place to place. Subject to these Articles no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.
102. Any poll duly demanded on the election of the Chairman of the Meeting or on any question of adjournment shall be taken at the Meeting forthwith.
103. The demand for a poll, except on the question of the election of the Chairman and of an adjournment, shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which the poll has been demanded.

XVI. CHAIRMAN

- 104 (a) Dr. Krishna M. Ella shall be the Chairman of the Board of Directors.
- (b) The Chairman shall preside at all meetings of the Board or any committee thereof where he is a member and at all General Meetings. In the absence of the Chairman for any reason whatsoever at a meeting of the Board or any committee thereof where he is a member, or any General Meeting, the Directors present shall elect one of their members as a Chairman who shall take the chair and preside.
- (c) The Chairman shall not have a casting or second vote at any meeting of the Board or any committee thereof or at any General Meeting in the event of an equality of votes.

XVII. VOTES OF MEMBERS

- 105 Subject to the provision of these Articles and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of shares every member present in person at any general meeting shall on a show of hands have one vote.
- 106 On a poll being taken at a Meeting of the Company, a Member entitled to more than one vote, or his proxy or other Person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.
107. If two or more persons are jointly registered as holders of any share, any one of such persons may vote at any meeting either personally or by proxy or attorney as if he were solely entitled thereto but the proxy so appointed shall not have any right to speak at the meeting and if more than one such joint holders be present at any meeting, one of such persons so present whose name stands first in the register in respect of such share, shall alone be entitled to vote in respect of the same. Several executors or administrators of a deceased member in whose name any share stands shall for the purpose of this clause be deemed joint holders.
108. Any guardian may vote at any General Meeting in, provided that at least 24 hours before the holding of the meeting he shall satisfy the Chairman of his right to act in that capacity.

109. No member shall be entitled to be present or to vote at any General Meeting, either personally or by proxy or attorney either upon a show of hands or upon a poll in respect of any shares whilst any call or other sum is due and presently payable to the Company or in regard to which the Company has exercised any right of lien.
110. A member of unsound mind or in respect of whom an order has been made by any Court having Jurisdiction in lunacy may vote, whether on a show of hands or on a poll, by his committee or other legal guardian and any such committee or guardian may, on a poll, vote by proxy. If any Shareholder be a minor the vote in respect of his share or shares shall be by his guardian, or any of his guardians, if more than one, to be selected in case of dispute by the Chairman of the Meeting.
111. i) No objection shall be raised to the qualification of any vote 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) Subject to these Articles, any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
112. Subject to these Articles, votes may be given either personally or by proxy or by agent acting under a duly executed power of attorney. A body corporate being a member may vote either by proxy or by a representative duly authorised in accordance with Section 187 of the Act and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual Member.
113. Any Person entitled under the transmissions clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he was the registered holder of such shares. PROVIDED that forty-eight hours at least before the time of holding the Meeting or adjourned Meeting, as the case may be, at which he proposes to vote, he shall satisfy the Directors of his right to transfer such shares and give such indemnity (if any) as the Directors may require or the Directors shall have previously admitted his right to vote at such Meeting in respect thereof.
114. The instrument of appointment of a proxy and every power of attorney or other authority (if any) under which it is signed or notarially certified copy of that power of authority shall be deposited at the registered office of the Company not later than 48 hours before the time of holding the meeting, at which the person named in such instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.
115. Every proxy (whether a member or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a body corporate, under the common seal of such corporation, or be signed by an officer or any attorney duly authorized by it, and any committee or guardian may appoint such proxy. The proxy so appointed shall not have any right to speak at the Meeting.
116. An instrument of proxy may appoint a proxy either for the purposes of a particular Meeting specified in the instrument and any adjournment thereof or it may appoint for the

purposes of every Meeting of the Company, or of every Meeting to be held before a date specified in the instrument and every adjournment of any such Meeting. But no such instruments of proxy should be valid after the expiration of twelve months from the date of its execution.

117. A Member present by proxy shall be entitled to vote only on a poll.
118. An instrument appointing a proxy shall be in either of the forms in Schedule IX to the Act or a form as nearer thereto as circumstances admit.
119. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy or power of attorney under which such proxy was signed, or transfer of share, in respect of which the vote is given, unless an intimation in writing of the death, revocation or transfer, shall have been received at the office of the Company before the meeting.
120. Investor Consent Rights.

(a) Notwithstanding anything to the contrary contained in these Articles or elsewhere, the following decisions, shall not be taken and/or implemented by the Company or any of its Subsidiaries, whether at meetings of its Shareholders at any General Meeting or by its Board or committees thereof at any meeting of the Board or committee thereof or by resolution by circulation with respect to any of the following matters without the prior written consent of both Investors:

- (i) Any amendments to the Charter;
- (ii) Changes to the equity structure, including any increase, decrease, modification or reduction of capital; creating or issuing additional Shares or equity securities (other than as required by the Subscription Agreement or the Shareholders Agreement or these Articles), including convertible loans, common shares, preferred shares, non-voting shares, warrants, options, convertible instruments and securities; share exchanges or reclassifications or similar events; the purchase, redemption, or cancellation of any shares, and any amendment of any rights or obligations attaching to the shares and the terms thereof and/or approve or disapprove any Transfer of shares (except for Transfers by parties other than the Promoters in which the number of shares involved in such Transfer (or series of related Transfers) accounts for less than one and one-half percent (1.5%) of the Company's total Share Capital);
- (iii) Any Liquidity Event or Strategic Liquidation Event, other than a Qualified IPO;
- (iv) Any change in size or composition of the Board;

- (v) Transactions, agreements or arrangements between the Company or any of its Subsidiaries and any related Person, including any officer, director or Shareholder of the Company, a Subsidiary, any Promoter, or any other Affiliate of the Company or such party, other than non-material transactions in the ordinary course of business contemplated by the Business Plan.
- (vi) Approval of, or amendment to the annual Business Plan or budget
- (vii) Except as agreed in the annual Business Plan:
 - a. Commencement of any new line of business, which is unrelated to the current business of the Company;
 - b. Any policy or material activity relating to derivatives transactions, other than fully hedged transactions with reputable counterparties;
 - c. Relocation of the Company's registered office;
 - d. Appointment of sole selling agents for a material part of the Company's business.
- (viii) The declaration of any dividend, distributions or redemptions (other than in accordance with the terms of these Articles);
- (ix) Any resolution to appoint or re-appoint or for the removal of the Auditors;
- (x) Use of proceeds of the Investor Subscription in countries that are not members of the World Bank;
- (xi) Any acquisition of shares or assets of other businesses, creation of any Subsidiaries, joint ventures, partnerships, mergers, de-mergers or consolidations;
- (xii) Any sale, divestment or other disposal of a substantial portion of shares in any Subsidiary of the Company;
- (xiii) Any sale, transfer or assignment of a substantial portion of the Company's or any Subsidiary's intellectual property rights including those relating to copyrights, trademarks, patents and designs;
- (xiv) Delegation of authority or any of the powers relating to any matter contained in this Article by the Board of the Company and/or its Affiliates to any individual or committee; or
- (xiv) Any commitment or agreement to do any of the foregoing;

provided, however, in the event that the Shareholding of either Investor falls below two percent (2%) due to a Sale of all of a portion of its Shareholding, and in the case of decisions involving subsection (iii) above, such Investor has received in full the "Liquidation Preference" or "Strategic Liquidation Preference" described in Article 7 applicable, it shall no longer have veto rights over the matters set forth in subsections (iii), (iv) or (vi) above.

XVIII. BOARD

121. The Composition of the Board shall be as follows:

(a) The Board shall comprise a minimum of six (6) Directors and a maximum of nine (9) Directors, of which:

- (i) IDBI, in accordance with the IDBI Subscription Agreement, and for so long as IDBI is a Shareholder of the Company, shall have the right but not the obligation to nominate one (1) Director (the "IDBI Director");
- (ii) ICICI Venture shall have the right, but not the obligation, to nominate one (1) Director (who, in the event such nominee is not an employee of ICICI Venture, shall be a Person reasonably acceptable to IFC); provided, however, in the event that: (A) no IDBI Director is appointed, whether at the election of IDBI or because IDBI is no longer a Shareholder of the Company, or (B) ICICI Venture elects not to nominate a Director or is no longer entitled to nominate a Director due to a decrease in its Shareholding (as set forth below), then IFC shall have the right, but not the obligation, to nominate a Director (who, in the event such nominee is not an employee of IFC, shall be a Person reasonably acceptable to ICICI Venture) (any Director appointment by ICICI Venture or IFC an "Investor Director"); provided, however, that in the event either ICICI Venture's or IFC's Shareholding falls below four percent (4%) due to a Sale of all or a portion of its Shareholding, it shall no longer have the right to appoint or approve a Director in accordance with this clause.
- (iii) the Promoters shall be entitled to appoint two (2) Directors (the "Promoter Directors"); and
- (iv) at least two (2) and no more than four (4) Directors shall be Independent Directors nominated by the Company or the Board subject to the Investors' prior written consent to such nomination.

All Directors shall be elected by the Shareholders in General Meeting.

(b) Notwithstanding the aforesaid, in the event that either Investor does not nominate a Director it may instead appoint an observer to the Board of the Company (an

"Observer"). Observers shall not be entitled to vote at any meeting but shall be entitled to receive notice of such meeting accompanied by all the relevant papers, in accordance with Article 136. The appointment of an Observer by either Investor at any point of time will be without prejudice to its right to nominate a Director to the Board, subject to clause (a) above hereof, subsequently. Furthermore, either Investor may appoint an Observer to the board of directors of any Subsidiary of the Company.

(c) The Board shall constitute the following committees: (a) the audit committee and (b) the compensation committee. Only Independent Directors and Directors nominated by the Investors or IDBI may be appointed to the aforesaid committees. Any financial audit of the Company must be approved by the audit committee.

(d) The Company shall indemnify its Directors and Observers to the maximum extent permitted under Applicable Law, including advancement of expenses.

122. (1) Not less than two thirds of the total number of Directors of the Company shall be Persons whose period of the office is liable for determination by retirement of Directors by rotation and shall be appointed by the Company in General Meeting as hereinafter stated.

(2) Subject to the provisions of these Articles at every Annual General Meeting of the Company, one-third of such of the Directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, the number nearest to three shall retire from office. The Investor Directors and the other Nominee Directors, if any, shall not be subject to retirement under this clause and shall not be taken into account in determining the rotation or retirement of the number of Directors to retire. In the following Articles, "Retiring Director" means a Director retiring by rotation.

(3) Subject to Section 256 of the Act the Directors to retire by rotation under this Article at every Annual General Meeting shall be those who have been longest in office since their last appointment but as between Persons who became Directors on the same day, those who are to retire shall, in default of subject to any agreement among themselves, be determined by lot.

(4) A retiring Director shall be eligible for re-election.

(5) Subject to section 258 and 261 of the Act and these Articles the Company at the Annual General Meeting at which a Director retires in the manner aforesaid may fill up the vacated office by electing a Person thereto.

(6) If the place of retiring Director is not filled up and the Meeting has not expressly resolved not to fill the vacancy, the Meeting shall stand adjourned to the same day in the next week, at the same time and place, or if that day is public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

If at the adjourned Meeting also, the place of the retiring Director is not filled up and that Meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall

subject to the provisions of these Articles be deemed to have been reappointed at the adjourned Meeting unless:

- (i) at the Meeting or at the previous Meeting a Resolution for the re-appointment of such Director has been put to the Meeting and lost; or
- (ii) the retiring Director has, by a notice in writing addressed to the Company or its Board expressed his unwillingness to be so reappointed; or
- (iii) he is not qualified or is disqualified for appointment; or
- (iv) a resolution whether special or ordinary, is required for the appointment or re-appointment by virtue of any provisions of the Act; or
- (v) the provisions of subsection (2) of Section 263 of the Act is applicable to the case.

123. (a) The Investor Directors shall be a non-rotational director.

(b) The Board shall appoint an alternate director (an "Alternate Director") for each Director nominated by the Promoters, in each case who is recommended for such appointment by the applicable Director (an "Original Director") to act for him during his absence for a period of not less than 3 (three) months from the state in which the meetings of the Board are ordinarily held. An Alternate Director appointed under this Article 128 shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to that state. If the term of office of the Original Director is determined before he so returns to that state, any provisions in the Act for the automatic reappointment of any retiring Director, in default of another appointment, shall apply to the Original Director and not to the Alternate Director. The act of an Alternate Director acting for the Original Director will be deemed to be the act of the Original Director. Upon the appointment of the Alternate Director, the Company shall ensure compliance with the provisions of the Act, including by filing necessary forms with the Registrar of Companies. The Alternate Director shall be entitled to receive notice of a meeting of the Board or committee thereof, along with all relevant papers in connection therewith in terms of Article 155 and to attend and vote thereat in place of the Original Director and generally to perform all functions of the Original Director in his absence.

124. Subject to the provisions of Section 262 and 264 of the Act and to these Articles, the Board shall have power at any time and from time to time to appoint any other Person to be a Director to fill a casual vacancy. Any Person so appointed shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not been vacated by him.

125. Subject to these Articles, the Company shall be entitled to increase the number of Directors, subject to the Investor Directors, the Independent Directors and the Promoter Directors continuing to be represented in the same proportion.

126. Removal/Resignation of Directors. Each of the Investors and the Promoters may require the removal of its nominee Director(s) at any time and shall be entitled, subject to these Articles, nominate another representative as a Director in place of any Director so removed, and each of the Investors and the Promoters shall exercise its rights in such manner so as to cause the appointment of the representative of the other as a Director as aforesaid.

In the event of the resignation, retirement or vacation of office of a Director nominated by either Investor, the affected Investor shall be entitled, subject to these Articles hereof, to nominate another person as Director in place of such Director and each of the Promoters and the other Investor shall exercise its rights in such manner so as to cause the appointment of the Investor representative nominated as aforesaid. In the event of the resignation, retirement or vacation of office of a Director nominated by the Promoters, the Promoters shall be entitled to nominate another person as Director in place of such Director and each of the Investors shall exercise its rights in such manner so as to cause the appointment of such person nominated as aforesaid.

127. In the event of the Company entering into an agreement or agreements for the purchase of machinery and/or for promoting technical collaboration and/or assistance for the purchase of machinery, installation etc., or for any lease or concessions or other contract or agreement for assistance in any form like power supply, water supply, grant of loans, underwriting and/or subscribing or grant of any industrial finance with any development corporation or financing institution and if the terms of the agreement or contracts or arrangements provide for the appointment of any person or persons as Director or Directors, such person or persons, including any State Government, Central Government or any industrial, finance and development corporation or financing institution with whom the said agreements are entered in shall be entitled to appoint such number of Directors hereinafter referred to as Special /Corporation Directors as may be agreed upon from time to time and from time to time remove any such Director or Directors so appointed and to appoint others in his or their place and to fill in vacancy caused by death or resignation of such Directors or otherwise ceasing to hold office and that such special directors shall not be required to hold any qualification shares and shall not be liable to retire by rotation or be removed by the Company in General Meeting, subject to these Articles, such rights and privileges and be subject to the same obligations as any other Director of the company.

The Special Director(s) so appointed shall hold the said office only so long as any moneys remain owing by the Company to such Corporation or so long as the Corporation holds or continues to hold debentures/shares in the Company as a result of underwriting or by direct subscription or private placement, or the liability of the Company arising out of the guarantee is outstanding and the Special Director(s) so appointed in exercise of the said power shall ipso facto vacate such office immediately the money owing by the Company to such Corporation are paid off or on the Corporation ceasing to hold debentures/shares in the Company or on the satisfaction of the liability of the Company arising out of the guarantee furnished by such Corporation.

Subject to these Articles, no debentures/debenture stock, loan/loan stock or other securities, conferring the right to allotment or conversion into shares or the option of right to call for allotment of shares shall to be issued except with the sanction of the Company in a General Meeting.

128. A Director shall not be required to hold any qualification share.
129. Subject to these Articles, the remuneration of a Director for his services for attending a Board Meeting or a meeting of a committee of the Board shall be the sum for each meeting attended by him as may be fixed by the Directors from time to time, subject to the Provisions of Sections 309 and 310 of the Act. The Board of Directors may allow and pay to any Director who having his residence at a place outside the place at which any meeting of the Directors may be held and who shall come to the place for the purpose of attending such meeting such sum as the Directors may consider fair and reasonable for his expenses in connection with his attending the meeting in addition to his remuneration as above specified.
130. If any Director, being willing, is called upon to perform extra service, the Company may subject to these Articles pay to the Directors so doing either a fixed sum, or a percentage on profits or otherwise, as may be determined by the Directors, subject to obtaining the sanction of the Central Government.
131. Subject to section 283(2) and 314 of the Act and the provisions of these Articles, the office of a Director shall become vacant if:
- (a) he is found to be of unsound mind by a court of competent jurisdiction; or
 - (b) he applies to be adjudicated as insolvent; or
 - (c) he is adjudged an insolvent ;or
 - (d) he fails to pay call made on him in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the date fixed for the payment of such call unless the central government has, by notification in the official gazette, removed the disqualification incurred by such failure; or
 - (e) he absents himself from three consecutive meetings of the Director or from all meetings of the Directors for a continuous period of three months, whichever is longer, without leaves of absence from the Board; or
 - (f) he becomes disqualified by an order of the Court under Section 203 of the Act; or
 - (g) he (whether by himself or any Person for his benefit or on his account) or any firm in which he is a partner, or any private Company of which he is a director, accepts a loan, or any guarantee or security for a loan from the Company in contravention of Section 295 of the Act; or

- (h) he acts in contravention of Section 299 of the Act; or
- (i) he is convicted by a Court of an offence involving moral turpitude and is sentenced in respect thereof to imprisonment for not less than six months; or
- (j) having been appointed a Director by virtue of his holding any office or other employment in the Company, he ceases to hold such office or other employment in the Company; or
- (k) he resigns his office by a notice in writing addressed to the Company.

132. Subject to the provisions of Sections 297, 299, 300, 302 and 314 of the Act, the Directors shall not be disqualified by reason of his or their office as such Contracting with the Company either as vendor, purchaser, lender, agent, broker, lessor or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company with such Directors or with any Company or partnership in which he shall be a member or otherwise interested be avoided nor shall any Director so contracting or being such member or so interested be liable on account to the Company for any profit realised by such contract or arrangement by reason only of such Director holding that office or of fiduciary relation thereby established, but the nature of the interest must be disclosed by him or them at the meeting of, Directors at which the contract or arrangement is determined if the interest then exists or in any other case at the first meeting of the Directors after the acquisition of the interest.

133. (1) Every Director of the Company, who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement or proposed contract or arrangement, entered into or to be entered into, by or on behalf of the Company, shall disclose the nature of his concern or interest at a meeting of the Board in the manner set out in Section 299 of the Act.

- (2) Nothing in sub-clause (1) of this Article shall apply to any contract or arrangement entered into or to be entered into between the Company and any other company, where any of the Director's of the Company or two or more of the Directors together hold or holds not more than two percent of the paid-up share capital in the other company.

134. Subject to these Articles, no Director shall, as a Director, take any part in the discussion of, or vote on, any contract or arrangement entered into, or to be entered into, by or on behalf of the Company, if he is in any way, whether directly or indirectly concerned or interested in such contract or arrangement; nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote, his vote shall be void. PROVIDED however, that nothing herein contained shall apply to-

- (a) any contract or indemnity against any loss which the Directors or anyone of them, may suffer by reason of becoming or being sureties or a surety for the Company;

- (b) any contract or arrangement entered into or to be entered into with a public company or a private company, which is a subsidiary of a public company in which, the interest of the Director consists solely:

- (i) In his being.

- (a) a director of such company, and

- (b) the holder of not more than shares of such number or value therein as is requisite to qualify him for appointment as a director thereof, he having been nominated as such Director by the Company; or

- (ii) his being a member holding not more than two percent of its paid-up share capital.

135. The Company shall keep a register in accordance with Section 301 (1) and shall within the time specified in section 301 (2) enter therein such of the particulars as may be relevant having regard to the application thereto of Section 297 or Section 299 of the Act as the case may be. The register aforesaid shall also specify, in relation to each Director of the Company, the name of bodies corporate and firms of which notice has been given by him under Section 299. The register shall be kept at the Office of the Company and shall be open to inspection at such Office, and extracts may be taken there from and copies thereof may be required by any Member of the Company to the same extent, in the same manner and on payment of the same fee as in the case of the Register of Members of the Company and the provisions of Section 163 of the Act shall apply accordingly.

136. No Director or other persons mentioned in sub-section (1) (b) of Section 314 of the Act shall hold any office or place of profit under the Company or any Subsidiary except in accordance with the provision of that section which shall be fully complied with in all respects.

137. Subject to Section 259 of the Act and these Articles, the Company may, by Ordinary Resolution, from time to time, increase or reduce the number of Directors, but so as to comply at all times with the requirements of these Articles.

138. (a) Subject to these Articles, no person shall be eligible for appointment to the office of Director at any General Meeting, unless he or some Member intending to propose him has, not less than fourteen days before the Meeting left at the Office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office, together with a deposit of Rs.500 which shall be refunded to such person or as the case may be to such Member, if the person is appointed as a Director in the Meeting.

(b) Every person (other than one who has left at the Office of the Company a notice under Section 257 of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director shall sign, and file with the Company, consent in writing to act as a Director, if appointed.

(c) A person other than a Director re-appointed immediately on the expiry of his term of office, or an additional or Alternate Director, or a person filling casual vacancy in the office of a Director under Section 262 of the Act, appointed as a Director or reappointed as an additional Director immediately on the expiry of his term of office, or shall not act as Director of the Company, unless he has within thirty days of his appointment signed and filled with the Registrar his consent in writing to act as such Director.

139. (a) The Company shall keep at its Office a register containing the particulars of its Director's, managers, secretaries and other persons mentioned in Section 303 of the Act, and shall otherwise duly comply with the provisions of the said section in all respects.

(b) The Company shall in respect of each of its Directors also keep at its Office a register, as required by Section 307 of the Act, and shall other wise duly comply with the provisions of the said section in all respects.

140. All the minutes shall be signed by the Chairman of the meeting at which the same. are recorded or by the .persons who shall preside as Chairman at the next ensuring meeting, and all minutes purporting to be so signed shall for all purposes prima facie be evidence of the actual passing of the resolutions recorded and the actual and regular transaction or occurrence of the proceedings to be so recorded, and of the regularity of the meeting at which the same shall appear to have taken place.

141. Resolution by Circulation. No resolution shall be deemed to have been duly passed by the Board or a committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all Directors (including the Observer) or to all members of the committee, and to all other Directors (including the Observer) or members at their usual address (whether in India or abroad), and, subject to the applicability of these Articles, has been approved by a majority of them as are entitled to vote on the resolution.

142. The Company shall not appoint or employ, or continue the appointment of a Person as its Managing or Whole-time Director who-

- (a) is an undischarged insolvent, or has at any time been adjudged as an insolvent;
- (b) Suspends, or has at any time suspended payment to his creditors or makes, or has at any time made, a composition with them; or
- (c) is, or has at any time been, convicted by a Court of an offence involving moral turpitude.

143. The meetings of the Board of Directors shall be conducted as follows:

(a) The Board shall meet at least once every fiscal quarter (i.e., once every three (3) months) subject to an annual schedule and confirmation of the date of the next Board meeting at the previous Board meeting. Meetings of the Board shall be in Hyderabad, India or at such other place as may be determined by the Board of Directors.

(b) Written notice of each meeting of the Board or a committee thereof shall be given to each of the Directors and their alternates, if any, at the address notified from time to time by each Director and their alternates, if any, in writing to the Company from time to time, at the immediately preceding meeting of the Board or the relevant committee.

(c) An agenda setting out in detail the items of business proposed to be transacted at a meeting of the Board or committee thereof together with necessary background and other information and/or supporting documents pertaining thereto shall be circulated to each of the Directors and their respective alternates if any, at the address notified from time to time by each Director and their respective alternates, if any, in writing to the Company from time to time, at least fifteen (15) Business Days prior to the date of the relevant meeting.

(d) The costs incurred by an Investor Director or an Observer in attending a meeting of the Board or committee thereof or a General Meeting shall be borne by the Company; provided, however, the Company's responsibility to pay or reimburse the costs of any Director traveling from outside of India shall be capped at ten thousand Dollars (\$10,000) per Director per year. In addition thereto, in the event an Investor Director or an Observer incurs any cost or expense while providing any service to the Company (and provided that the Company has requested such Investor Director or Observer to render such service), the Company shall forthwith reimburse all such costs and expenses to IFC or ICICI Venture, as applicable.

(e) It is hereby agreed and clarified, except for a decision of the Board in respect of any item specified in Investor Consent Rights in Article 113, that a decision shall be said to have been made and/or a resolution passed at a meeting of the Board only if at a validly constituted meeting, such decisions are approved of by and/ or the resolution is approved of by a majority of the Directors, which unless otherwise mandated by law in India, shall mean approval by a majority of the Directors present and voting at such Board meeting. Notwithstanding the aforesaid, the following decisions, shall not be taken and/or implemented by the Company or any Subsidiary except at a meeting of the Board, validly constituted in accordance with the terms of this Agreement and a decision shall be said to have been made and/ or a resolution passed at a meeting of the Board only if at a validly constituted meeting, such decisions are approved of by and/or the resolution is approved of by at least one (1) Investor Director, as applicable, and one (1) Independent Director (or, in the event that the Investors have elected not to appoint any Directors to the Board, two (2) Independent Directors):

- (i) Commencement of any new line of business or division for the sale of products or services, or cessation or material alteration of the business of the Company or any Subsidiaries as undertaken on the Effective Date;
- (ii) The incurrence of expenditures or the making of investments (including capital expenditures, acquisition of assets, construction and leases), in excess of \$400,000 per annum;
- (iii) The formation of, investment in, or operation by the Company of any Subsidiary, or collective investment vehicle;

- (iv) Approval of any new scheme or plan for grant of employee stock options, or sweat equity shares to any Person, including any modification to any new or existing scheme or plan;
- (v) The creation of any indebtedness not contemplated in the annual operating budget of the Company;
- (vi) Recommend, giving or renewing of security for or the guaranteeing of debts or obligations of the Company or any Subsidiary and / or Affiliates of any Person;
- (vii) Setting up of salary and benefits of any employee with a total cost to the Company or any of its Subsidiaries exceeding one hundred thousand Dollars (\$100,000) per annum;
- (viii) Any sale, divestment or other disposal of shares in any Subsidiary of the Company;
- (ix) Any sale, transfer or assignment of the Company's or any Subsidiary's intellectual property rights including those relating to copyrights, trademarks, patents and designs;
- (x) Changes to material accounting policies or practices, or any change in the Financial Year for preparation of audited accounts;
- (xi) Appointment of financial advisors in connection with a potential sale or public offering of Shares in the Company;
- (xii) Without limiting paragraphs (viii) and (ix) above, creation of any lien or charges or the approval of any acquisition, sale, lease, transfer, license or in any other way proposing to dispose off any assets or undertaking of the Company and/or its Affiliates in excess of two hundred thousand Dollars (\$200,000) or more in a single transaction or series of related transactions, or substantially all the assets or undertaking of the Company and/or its Affiliates;
- (xiii) Entry into, amendment or termination of any agreement or commitment that imposes or is likely to impose obligations on the Company and/or its Affiliates to pay an amount of one hundred thousand Dollars (\$100,000) or more in a single transaction or series of related transactions, or impose, or is likely to impose on the Company and/or its Affiliates any liability in excess of two hundred fifty thousand Dollars (\$250,000) or imposes or is likely to impose on the Company and/or its Affiliates any material limitation, obligation or liability, which is not capable of being quantified in monetary terms;
- (xiv) Commencement or settlement of litigation or other legal proceedings where the potential amount claimed is greater than twenty thousand

Dollars (\$20,000) per proceeding or in the aggregate in any Financial Year; or

- (xv) The appointment, removal or determination of the terms of employment of key management personnel including the chief executive officer, managing director, chief technology officer, chief financial officer and chief operating officer, or any material change in the terms of any of their employment agreements.

144. The quorum for a Board meeting shall in accordance with the following provisions

(a) The quorum for a meeting of the Board, duly convened and held, shall be a majority of the appointed Directors; provided, however, that no quorum as aforesaid shall be validly constituted, and no business at any meeting of the Board shall be transacted, unless at least one Director (or Observer) appointed by an Investor is present at the commencement of such meeting and throughout its proceedings, which requirement may be waived by both Investors.

(b) In the absence of a valid quorum at a meeting of the Board, duly convened, the meeting shall be adjourned to the same time and place not earlier than ten (10) Business Days but no later than twenty-one (21) Business Days thereafter as the Chairman may determine. The quorum requirements as set out in (a) above shall also be applicable at such adjourned meeting of the Board. In the event that no quorum is achieved after two (2) attempts at holding a meeting of the Board in accordance with the terms hereof, then the Board may be convened with or without meeting the quorum requirements set forth above; provided that at least one Independent Director or Investor Director is present.

(c) Any Director shall be entitled to participate in a meeting of the Board in which it is not physically present, by telephone or video conference and the Chairman of such meeting shall record such Director's observations in the minutes of such meeting.

145. A Director may at any time, and the Secretary, upon the request of a Director, shall, convene a meeting of the Board by giving a notice in writing to every Director as provided in Article 136 (c).

146. Subject to these Articles, and also subject to the provisions of Section 292 and 293 of the Act, the Directors may delegate their powers to a Committee consisting of such member of members of their body as they think fit or to any category of managerial personnel or to any principal officer of the Company or to any principal officer of the branch office of the Company. Any such Committee or delegates shall, in exercise of the powers so delegated confirm to any regulations that may from time to time be imposed on them by the Directors.

147. (a) The Company shall cause minutes of all proceedings of every meeting of the Board and committee thereof to be kept by the Secretary of the Company making within thirty days of the conclusion of every such meeting, entries thereof in books kept for that purpose with their pages consecutively numbered.

- (b) Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the said meeting.
- (c) In no case shall the minutes of proceedings of a meeting be attached to any such book as aforesaid by pasting or otherwise.
- (d) The minute of each meeting shall contain a fair and correct summary of the proceedings there at.
- (e) All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.
- (f) The minutes shall also contain-
 - (i) the names of the Directors present at the meeting; and
 - (ii) in the case of each resolution passed at the meeting, the names of the Directors, if any, dissenting from, or not concurring with the resolution.
- (g) Nothing contained in sub-clauses (a) to (f) shall be deemed to require the inclusion in any minutes of any matter which, in the opinion of the Chairman of the meeting-
 - (i) is or could reasonably be regarded as defamatory of any Person; or
 - (ii) is irrelevant or immaterial to the proceedings; or
 - (iii) is detrimental to the interest of the Company.

The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this sub-clause.
- (h) Minutes of the meeting kept in accordance with the aforesaid provision shall be evidence of the proceedings recorded therein.

XIX. MINUTES OF THE MEETINGS

148. The Company shall cause minutes of all proceedings of every General Meeting to be kept by making with in thirty days of the conclusion of every such meeting. Entries thereof in books kept for that purpose with their pages consecutively numbered. Each page of every such book shall be initialed or signed and the last page of the record or proceedings of each meeting in such books shall be dated and signed by the chairman of the same meeting with in the aforesaid period of thirty days or in the event of the death or inability of that Chairman with in that period, by a Directory duly authorized by the Board for the purpose. In no case, the minutes of the proceedings of a meeting shall be attached to any such book as aforesaid by pasting otherwise.

149. The minutes of each Meeting shall contain a fair and correct summary of the proceedings thereat.
150. All appointment of officers made at any of the Meetings aforesaid shall be included in the minutes of the Meeting.
151. Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the Meeting-
- (i) is or could reasonably be regarded as defamatory of any Person, or
 - (ii) is irrelevant or immaterial to the proceedings, or
 - (iii) is detrimental to the interest of the Company.
152. The Chairman of the Meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds.
153. Any such minutes shall be evidence of the proceedings recorded therein.
154. The book containing the minutes of proceedings of General Meetings shall be available for the inspection of any Member without charge and shall be kept at the Office of the Company and shall be open during business hours, for such period not being less, in the aggregate, than two hours, for such each day as the Director's determine.

XX. QUALIFIED IPO

155. Registration Rights

(a) In the event that the Company undertakes a Qualified IPO and is registered for trading on a stock exchange in a Relevant Market, each of the Promoters shall exercise their voting rights in the Company, and cause the Board, to take all actions required for the Company to undertake and complete such IPO and be registered for trading as aforesaid, in accordance with the SEBI (Disclosure and Investors Protection) Guidelines, 2000 (the "Guidelines") (as amended from time to time and as applicable at that point of time) or the regulations or requirements applicable to issuing Shares or securities to investors and listing the same in the Relevant Market.

(b) At any time on or after the earlier of March 31, 2009 or six (6) month's after an IPO, and subject to the final sentence of this paragraph (b), either of the Investors shall have the right but not the obligation, by providing three (3) months' written notice to the Company (the "IPO Notice"), to require the Company to, within the aforesaid period of three (3) months, initiate the process for conducting an IPO of its Shares or other securities (and, if requested, on a firmly underwritten basis), with the primary purpose of enabling either Investor to sell its Shares through such IPO in the Relevant Market identified by such Investor. If either Investor serves an IPO Notice, the Promoters shall exercise their respective voting rights (at the Board and Shareholders levels), and to cause the Board to take all steps necessary for the Company to undertake such IPO, to enable such Investor to

Transfer its Shares (or any part thereof) through such IPO and be registered for trading on a Relevant Market.

(c) Upon the Company passing a resolution to undertake an IPO as per (a) and (b) above, each of the Promoters shall exercise its voting rights in the Company to ensure: (i) such amendments to the Articles as are required for the IPO and consequent listing; and (ii) the issuance of such number of Shares as are required to meet minimum dilution requirements of the relevant stock exchange (in the event that the shares being sold by the Investors are not sufficient to meet these requirements). The Promoters and the Company shall assist the Investors to the fullest extent possible to enable the sale of the Shares (or any part thereof) held by the Investors, through the IPO.

(d) If the Company shall at any time determine to register any of its securities either for its own account or the account of a security holder, the Company shall promptly give the Investors written notice thereof and include in such registration (a "Piggyback Registration") all the Shares that either Investor may request be included in such registration.

(e) Any shareholder participating in an IPO shall be subject to customary cutbacks on the number of Shares it may offer; provided, however, the Investors shall have priority in the sale of their Shares (i.e., any cutbacks will first be applied to the Shares of non-Investors). Any cutbacks affecting the Investors' Shares shall be applied pro rata between the Investors.

(f) Subject to Applicable Law, that neither Investor shall be designated as a "promoter" nor shall any declaration or statement be made, either directly or indirectly, in filings with any Authority, offer documents or otherwise, with a view to ensure that restrictions under the Guidelines applicable to promoters do not apply to the Investors, which is a financial investor in and not a promoter of the Company.

(g) Subject to Applicable Law, the Company shall bear all costs related to the IPO (pursuant to either clause (a) or (b) above or the Piggyback Registration pursuant to (d) above, (other than broker discounts and commissions which shall be passed through on the sale price), including the statutory filing and registration fees and fees for the advisors and managers to the IPO and the Piggyback Registration, as applicable, and the reasonable costs of each Investor's legal counsel, if any.

156. Indemnity

(a) Each of the Company and the Promoters shall indemnify and hold harmless each Investor (either such Investor, an "Indemnatee") from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in any registration statement, offering document, preliminary offering document or prospectus relating to the Shares and/or the Company (as amended or supplemented, if applicable), or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such actual or alleged untrue statement or omission based upon information relating to the

Indemnatee furnished in writing to the Company by or on behalf of the Indemnatee expressly for use therein.

(b) If the indemnification provided for in clause (a) above is unavailable for any reason, the Indemnatee shall be entitled to any right to contribution available under Applicable Law.

(c) The provisions of this Article shall survive any termination of the Shareholders Agreement.

XXI. MANAGEMENT

157. If any Director, being willing, is called upon to perform extra service, the Company may subject to these Articles pay to the Directors so doing either a fixed sum, or a percentage on profits or otherwise, as may be determined by the Directors, subject to obtaining the sanction of the Central Government.

XXII. THE SEAL

158. The Board shall provide for the safe custody of the seal.

159. The Seal of the Company can be affixed to any instrument only by authority of a resolution of the Board or of a Committee of the Board authorized by it in that behalf, and in the presence of a director and of the secretary or such other person as the Board may appoint for the purpose; and the director, the secretary or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence. The Company may have for use in any territory, district or place not situated in India, an official seal which shall be a facsimile of its Common Seal with the addition of the name of the territory, district or place.

XXIII. FOREIGN REGISTER

160. The Company may keep in any State or Country outside India, a branch register of members or debenture holders resident in that State or Country (here in after called as Foreign Register) and shall, within one month from the date of the opening of any foreign register, file with the Register notice to the situation of the office where such register is kept and in the event of any change of situation of such office or of its discontinuance shall within one month from the date of such change or discontinuance as the case may be file notice with the registrar of such change or discontinuance. As regards the provisions relating to Foreign Register, the Company shall have regard to Section 158 of the Act.

XXIV. ACCOUNTS, AUDIT AND DIVIDENDS

(A) ACCOUNTS

161. (a) The Company shall keep at the Office or at such other place in India as the Board thinks fit, proper books of accounts in accordance with Section 209 of the Act, with respect to-

- (i) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure take place;
 - (ii) all sales and purchases of goods by the Company; and
 - (iii) the assets and liabilities of the Company.
- (b) Where the Board decides to keep all or any of the books of account at any place other than the Office, the Company shall within seven days of the decision file with the Registrar a notice in writing giving the full address of that other place.
- (c) The Company shall preserve in good order the books of account relating to a period of not less than eight years preceding the current year together with the vouchers relevant to entries in such books of accounts.
- (d) Where the Company has a branch office, whether in or outside India, the Company shall be deemed to have complied with this Article if proper books of account relating to the transactions effected at the branch office are kept at the branch office and proper summarised returns, made up-to-date at intervals of not more than three months, are sent by the branch office to the Company at its Office or to other place in India, at which the Company's books of account are kept as aforesaid.
- (e) The books of account shall give a true and fair view of the state of the affairs of the Company or branch office, as the case may be, and explain its transactions. The books of accounts and other books and papers shall be open to inspection by any Director during business hours.

162. The Directors shall from time to time, in accordance with Section 210, 212, 216 and 217 and other applicable provisions of the Act, cause to be prepared and to be laid before the Company in General Meeting, such balance sheets, profit and loss account and reports as are required the Act.

163 The Company shall follow the Accounting Principles for financial reporting purposes and for external statutory reporting of the Company's results in India, and, within ninety (90) days of delivery of any financial reports prepared in accordance with the Accounting Principles, the Company shall provide a reconciliation of such financial reports to IFRS.

(B)AUDIT

164. The Company shall appoint the Auditors as the statutory auditor of the Company.

(C) CAPITALISATION OF PROFITS

165. (1) Subject to these Articles any General Meeting of the Company may resolve that any amounts standing to the credit of the securities premium account or the capital redemption reserve account or any moneys, investments or other assets forming part of the undivided profits including profits or surplus moneys arising from the realization and (where permitted by Applicable Law) from the appreciation in value of any capital assets of the Company standing to the credit of the general reserve or any other reserve fund or any other fund of the Company or in the hands of the Company and available for dividend be capitalized:
- (a) by the issue and distribution, as fully paid-up shares, and to the extent permitted by the Act, debenture, debenture stock, bonds or other obligations of the Company; or
 - (b) by creating shares of the Company, which may have been issued and are not fully paid up with the whole or any part of the sum remaining unpaid thereof; provided that any amounts standing to the credit of the Share Premium Account or the Capital Redemption Reserve Account shall be applied only in crediting the payment of capital on shares to be issued to members as fully paid bonus shares.
- (2) Such issue and distribution under sub-clause (1)(a) of this Article and payment to the credit of unpaid share capital under subclause (1)(b) of this Article shall be made to and in favour of the Members of any class or any of them entitled thereto and in accordance with their respective rights and in proportion to the amount of capital paid up on the shares held by them, respectively in respect of which such distribution or payment shall be made..
- (3) To give effect to any such resolution and according to the provisions of these Articles, the Board may apply such profits, general reserve, other reserve or any other fund or account as may be required for the purpose of making payment in full of the shares, debentures, debenture stock, bonds or other obligations of the Company so distributed under sub-clause (1) (a) of this Article or (as the case may be) for the purpose of paying, in whole or in part, the amount remaining unpaid on the shares which may have been issued and are not fully paid-up under sub clause (1) (b) above PROVIDED THAT no such distribution or repayment shall be made unless recommended by the Directors and, if so recommended, such distribution and payment shall be accepted by such Members as aforesaid in full satisfaction of their interest in the said capitalized fund.
- (4) For the purpose of giving effect to any such resolution, the Directors may, subject to these Articles, settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and, in particular, they may issue fractional certificated and may fix the value for distribution of any specific assets and may determine that any cash payment be made to any Members on the footing of the values fixed and may vest any such cash, shares,

debentures, debenture stock, bonds or other obligations in trustees upon such trusts for the Persons entitled thereto as may seem expedient to the Directors, and generally may make such arrangement for the acceptance, allotment and sale of such shares, debentures, debenture stock, bonds or other obligations and fractional certificates or otherwise as they may think fit.

- (5) When deemed requisite, a proper contract shall be filed in accordance with the Act and the Board may appoint any Person to sign such contract on behalf of the Members entitled, as aforesaid and such appointment shall be effective.
- (6) Subject to the provisions the Act and these Articles, in cases where some of the shares of the Company are fully paid and others are partly paid such capitalization may be effected by the distribution of further shares in respect of the fully paid shares and by crediting the partly paid shares with the whole or part of the unpaid liability there on, but so that as between the holders of the fully paid shares and the partly paid shares the sums so applied in the payment of such further shares and in the extinguishments or diminution of the liability on the partly paid shares shall be appointed prorata in proportion to the amount then already paid or credited as paid in the existing fully paid and partly paid shares respectively.

(D) RESERVES AND DEPRECIATION FUNDS.

166 Subject to these Articles, the Directors may from time to time set apart any and such portion of the profits of the Company as they think fit, as reserve fund at their discretion for the liquidation of any debentures, debts or other liabilities of the Company, for equalization of dividends or for any other purposes of the Company, with full power to employ the assets constituting the Reserve Fund in the business of the Company and without being bound to keep the same separate from the other assets.

167. Subject to these Articles, the Directors may also carry forward any profits which they may think prudent not to divide without setting them aside as a reserve.

168. Subject to these Articles, the Directors may from time to time set apart any such portion of the profits of the Company as they think fit, as a Depreciation Fund at the discretion of the Directors, for rebuilding, restoring, replacing, or altering any part of the building, works, plant, machinery or other property of the Company destroyed or damaged by fire, flood, storms, tempest, accident, riot, wear and tear or other means, or for repairing altering and keeping in good condition, the property of the Company or for extending and enlarging the building, machinery and property of the Company, with full power to employ the assets constituting such depreciation fund in the business of the Company and that without being bound to keep the same separate from the other assets.

169 Subject to these Articles, all money carried to the Reserve Fund and Depreciation Fund respectively shall nevertheless remain and be profits of the Company applicable, subject to such provision being made for actual loss or depreciation, for the payment of dividends and such money and all the other monies of the Company, not immediately required for the purpose of the Company, may be invested by the Board of Directors in or upon such

investments or securities, as they may select or may be used as working capital or may be kept at any bank in deposit or otherwise as they may from time to time think proper.

(E) DIVIDENDS

170. Subject to these Articles, the Company in Annual General meeting may declare a dividend to be paid to the members according to their rights and interests in the profits and for the purpose of the equalization of dividends any sums from time to time in accordance with these provisions carried to the reserves, depreciation or other special funds may be applied in payment, thereof. The dividends so declared by the General body, shall not exceed the amount so recommended by the Directors.
171. Subject to the rights of person, if any, entitled to such shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid up or credited as paid on the shares in respect whereof the dividends is paid.
172. When any share holder is indebted to the Company for calls or, otherwise, all dividends payable to him or a sufficient part thereof may be retained and applied by the Directors in or towards satisfaction of the debt, liabilities or engagements.
173. No dividend shall be declared or paid by the Company for any financial year, except out of the profits of the year or any other undistributed profits and no larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend. Before declaring any dividend, the Company shall have regard to the provisions of Section 205 of the Act.
174. Subject to these Articles, where, owing to inadequacy or absence of profits in any year, the Company proposes to declare dividend out of the accumulated profits earned by it in the previous years and transferred to reserves, such declaration of dividend shall not be made except in accordance with such rules as may be made in that behalf by the Government, and where any such declaration is not in accordance with such rules, it shall not be made except with the previous approval of the Government.
175. Subject to the provisions of Section 208 of the Act, the Company may pay interest on so much of the share capital as is for the time being paid up, for the period and subject to the conditions and restrictions mentioned in Section 208 and charge the sum so paid by way of interest, to the capital as a part of cost of construction of the work, building or the provision of the plant.
176. No dividend shall be payable except in cash provided that nothing shall be, deemed to prohibit the capitalization of profits or reserves of the Company for the purpose of issuing fully paid up bonus shares, subject to these Articles or paying up any amount for the time being unpaid on any shares held by the members of the Company.
177. In case two or more persons are registered as the joint holders of any share, any of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

178 Any Annual General meeting declaring dividend, may make a call on the members of such amount as the meeting fixed so that the call on each member shall not exceed the dividend payable to him and and so that the call be made payable at the same time as the dividend and the dividend may, if so be arranged between the Company and the member be set off against the call.

179. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer unless agreed otherwise between the parties.

180 Unless otherwise directed by the Company in General Meeting any dividend may be paid in cash or by cheque or warrant or money order sent through the post within forty two days of the date of such declaration to the registered address of the member entitled or in the case of joint holders to the registered address of that on whose name stands first on the register in respect of the joint holding and every cheque so sent shall be made payable to the order of the person to whom it is sent.

181 All dividends on any share not having a legal registered owner entitled to require payment of and competent to give a valid receipt for the same shall remain in suspense until some competent person be registered as the holder of the share. Provided that the dividends unclaimed shall be dealt with in accordance with the provisions of Section 205A of the Act.

XXV. WINDING UP

182 Subject to these Articles and the rights attached to the Preference Shares, the Liquidator on any winding-up (whether voluntary, under supervision or compulsory) may, with the sanction of a Special Resolution, , divide among the contributories in specie any part of the assets of the Company and may, with like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit.

XXVI. SECRECY

183 Every Director, Manager, Trustee, Member of a Committee, Officer, Servant, Agent Accountant, or other persons employed in the business of the Company shall if so required by the Directors or Managing Agents sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by a court of law and except so far as may be necessary in order to comply with any of the provisions in these provisions contained.

184 Subject to these Articles, no member or other person (not being a Director) shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties of the Company without the permission of the directors of the company for the time being to require discovery of any information respecting any detail of the Company's trading or any matter subject to these Articles, no Member shall be entitled to visit or inspect any works of the Company without the permission of the Directors or to

require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in nature of trade secret, mystery of trade, secret process or any other matter which may relate to the conduct the business of the Company and which in the opinion of the directors, it would be inexpedient in the interest of the Company to disclose..

XXVII. INDEMNITY

185 Every Director, Auditor, Secretary, Agent and Officer of the Company, shall also 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 the judgment is given in his favour or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted to him by the Court.

XXVIII. MISCELLANEOUS

186. Information Rights

(a) The Company shall furnish to the Investors the following information:

- (i) Within ninety (90) days after the end of each Financial Year, (A) audited annual financial statements prepared in accordance with the Accounting Principles and certified by the Auditors and (B) a copy of a management letter delivered by the Auditor;
- (ii) Within thirty (30) days after the end of each fiscal quarter, internal quarterly financial statements for the Company, prepared in accordance with the Accounting Principles;
- (iii) Within thirty (30) days after the end of each fiscal month, (A) internal monthly income and cash flow statements prepared in accordance with the Accounting Principles, (B) monthly cash burn rate and ending cash balance, and (C) any other material financial or accounting information, including correspondence with the Auditors;
- (iv) By no later than forty-five (45) days before commencement of each Financial Year, the proposed annual Business Plan and budgets of the Company and other information as may be reasonably requested;
- (v) Prompt notice of any Material Adverse Effect or Significant Adverse Effect; and
- (vi) Insurance certificates and other insurance information.

(b) The Investors shall receive timely copies of all management letters of accountants, notification of material litigation, and notification of all material filings made with the regulatory agencies.

(c) Without prejudice to the aforesaid, the Investors and their respective counsel, accountants and other representatives shall be given full access, upon reasonable notice, during normal business hours to all of the facilities, properties, books, tax returns and records of the Company and its Subsidiaries and all personnel of the Company and they shall be furnished with such documents and information with respect to the affairs of the Company as may from time to time reasonably be requested.

(d) The Investors shall have the right to be kept informed and consult with the management of the Company with regard to any material developments in or affecting the Company's business, to discuss business operations, properties and the financial or other condition of the Company with its officers, employees and Directors, to consult with and advise the management on significant business issues and to regularly meet with the management during each year for such consultation and advice.

(e) Notwithstanding anything to the contrary contained herein, the Investors shall have the right to inspect the books and records of the Company and shall have the right to appoint a qualified accountant to inspect the Company's accounting records at such reasonable times and as often as the Investors may reasonably request.

187 ESOP:

In order to attract talented officers and employees for the Company and in order to provide such employees with incentives to ensure their continued association with the Company, the Company may maintain and supplement or replace an employee stock option plan (the "ESOP") with the approval of each of the Investors as set out in these Articles and in accordance with the following criteria:

(a) The Company may reserve such number of Common Shares for allotment to employees of the Company pursuant to the ESOP (the "ESOP Shares"), such that the ESOP Shares shall, on a fully diluted basis including the Investor Shares represent up to five percent (5%) of the outstanding Common Shares as of the Effective Date;

(b) The Board's compensation committee shall establish reasonable criteria and pricing for grants of Common Shares pursuant to the ESOP, including performance criteria to the extent consistent with favorable tax treatment of the Company.

(c) The Company shall not establish or maintain any stock option plan or similar equity based compensation arrangement other than as set forth above in this Article, except with the consent of the Investors

188 Insurance Covenants

Each of the Promoters shall cause the Company to:

(a) insure and keep insured on terms and conditions acceptable to each of the Investors, with a reputable insurer or insurers all of the Company's assets and business which can be insured, against insurable losses, on a reinstatement basis utilizing current full replacement values, including insurance covers listed in Schedule 1 to the Shareholders

Agreement, and any other insurance required by law. The policies shall be in the English language;

(b) punctually pay any premium, commission and any other amount necessary for effecting and maintaining in force each insurance policy;

(c) not do or omit to do, or permit to be done or not done, anything which might prejudice the Company's right to claim or recover under any insurance policy;

(d) promptly notify the relevant insurer of any claim by the Company under any policy written by that insurer and diligently pursue that claim; and

(e) at either Investor's request, submit relevant documentation evidencing insurances in place.

189. Environmental Covenants

Each of the Promoters shall cause the Company to, and the Company shall:

(a) comply with all applicable environmental, health and fire and life safety legislation and standards of the countries in which the Company operates, as well as the Environmental Health and Safety Guidelines, the Environmental and Social Policies and any applicable World Bank Group environmental, health, fire and safety guidelines;

(b) appoint and maintain a technically qualified individual to the position of responsibility for environmental management of the Company's facilities;

(c) comply with the ameliorative statements and commitments set forth in the ERS, including the completion of all commitments and technical activities described therein within one (1) year from the Effective Date;

(d) develop a Corrective Action Plan satisfactory to IFC with an implementation schedule in accordance with the requirements of the ERS within six (6) months of the Effective Date, and complete and/or deliver to IFC all items set forth in such Corrective Action Plan to IFC's satisfaction on or before the date stipulated in such Corrective Action Plan;

(e) collect adequate data throughout each Financial Year to facilitate the completion and submittal of the Annual Monitoring Report, and within thirty (30) days after the end of each Financial Year, deliver to IFC an Annual Monitoring Report, in form and substance satisfactory to IFC; provided the Company may supplement any Annual Monitoring Report with such information as may be useful to enhance its clarity and/or to better illustrate the Company's performance over time (e.g., charts, graphs);

(f) deliver to IFC quarterly progress reports to demonstrate compliance with the Corrective Action Plan;

(g) as soon as possible but no later than three (3) days after its occurrence, notify the Investors of any incident or accident which has or may reasonably be expected to have

an adverse effect on the environment, health or safety, including explosions, spills or workplace accidents which result in death, serious or multiple injury or major pollution, specifying, in each case, the nature of the incident or accident, the on-site and off-site impacts arising or likely to arise therefrom and the measures the Company is taking or plans to take to address those impacts; and keep the Investors informed of the on-going implementation of those measures;

(h) not amend the ERS without IFC's prior written consent.

190. Prohibited Payments and Activities

(a) None of the Promoters or the Company, or any of their respective Affiliates, or any Person acting on any of their behalf, shall make with respect to the Project or any transaction contemplated by the Shareholders Agreement, any Prohibited Payment.

(b) None of the Company and the Promoters shall make (nor shall authorize or permit any Affiliate or any other Person acting on its behalf to make) with respect to the Project or any transaction contemplated by the Shareholders Agreement, any Prohibited Payment.

(c) The Promoters shall cause the Company to institute, maintain and comply with appropriate internal procedures and controls in compliance with Applicable Laws of India, for the purpose of preventing any Promoter or the Company or any of their respective Affiliates from being used for money laundering, the financing of terrorist activity, fraud, or other corrupt or illegal purposes or practices; and ensure that none of the Promoters nor the Company will enter into any transaction with, or for the benefit of, any individuals or institutions named on lists of sanctioned persons promulgated by the United Nations Security Council or its committees per Security Council Resolution 1267 (1999), 1373 (2001) in connection with money laundering or anti-terrorism matters.

191 Affirmative Covenants

The Company shall:

(a) use the proceeds of the Investor Subscriptions solely for capacity expansion, marketing, new product development and such other purposes as may be approved by both of the Investors;

(b) undertake its business, activities and investments in compliance with Applicable Laws;

(c) undertake all clinical trials of its products that are subject to Applicable Laws in accordance with the Ethical Guidelines for Biomedical Research on Human Subjects (the ICMR Code) as adopted by the Indian Council on Medical Research and will strive to undertake all clinical trials of its products in accordance with the International Ethical Guidelines for Biomedical Research Involving Human Subjects as adopted by the Council for International Organizations of Medical Sciences (CIOMS) in collaboration with the World Health Organization (WHO); and

(d) adopt and maintain a policy, in form and substance satisfactory to the Investors, designed to maximize its ownership of intellectual property developed or acquired in the course of its operations.

192. Negative Covenants

Unless each of the Investors otherwise agrees, the Company shall not:

(a) use the proceeds of the Investor Subscription to repay any outstanding indebtedness of the Company or redeem or repurchase any Shares or Share Equivalents.

193 Voting Arrangements

Each of the Promoters shall until the earlier of redemption of the Preferred Shares or conversion of the Preferred Shares into Common Shares, vote in accordance with the instructions of each Investor at a General Meeting or provide proxies without instructions to the Investors for the purposes of a General Meeting, in respect of such number of Common Shares held by each of them such that X% (X percent) of the Common Shares of the Company are voted on in the manner required by each Investor (provided, for the avoidance of doubt, the Investors may act in concert or separately with respect to such voting instructions); provided X percent shall be equal to the percentage of Common Shares in the Company that each Investor would hold if it were to elect to convert its Preferred Shares into Common Shares.

194 Certain Remedies

In the event of: (i) any breach of the Transaction Documents which has had or could reasonably be expected to have a Significant Adverse Effect, (ii) the findings of any audit or investigation by the Investors reveals that Company funds have been improperly manipulated or diverted by the Promoters in a manner which has had or could reasonably be expected to have a Significant Adverse Effect, (iii) the management of the Company having been conducted, in an unlawful, improper or fraudulent manner which has had or could reasonably be expected to have a Significant Adverse Effect, (iv) the willful and repeated breach by any of the Promoter Directors of their fiduciary obligations to the Company in a manner having a Significant Adverse Effect; or (v) in the reasonable opinion of the Investors, the existence or likely occurrence of any event or circumstance that threatens or is likely to have a Significant Adverse Effect on the Company, the Investors (acting jointly) shall, in addition to any and all remedies available to the Investors pursuant to Applicable Law, have the right to:

a) appoint such additional number of Directors to the Board so as to constitute a majority in favor of the Investors;

b) appoint and change the chief executive officer, chief financial officer, Company management, Directors;

c) require the Board to cause spin off or sale of assets and/or businesses of the Company;

d) determine and/or change the Business Plan and strategy of the Company;

- e) bring in new investors;
- f) determine utilization of surplus cash;
- g) take steps to cause, merger, acquisition or take-over of the Company or for expansion or diversification of the activities of the Company;
- h) Cause the Company to redeem their shares at the Redemption Price; and
- i) Take any other commercially appropriate action to protect their investment; (the foregoing rights, collectively, the "Affirmative Rights").

The Investors shall be able to undertake such Affirmative Rights without any undertaking, duty or liability to any other Shareholder or creditor of the Company; provided, that any Investor having a material conflict of interest shall disclose it to the other Investor and with respect to any such disclosed matter shall not be entitled to exercise Affirmative Rights with respect thereto. The exercise of any Affirmative Rights by the Investors shall be at the sole cost and expense of the Company.

195. Non-Compete

(a) Each of the Promoters shall grant a first option to the Company by notice in writing to the Board of Directors to exploit future proposals in respect of business opportunities related to the present business of the Company on arms length terms. The interested Promoter(s) shall reclude himself/themselves from any vote of the Board of Directors with respect to such opportunity. In the event that the Company does not convey its written acceptance of any opportunity to exploit as aforesaid on terms offered in writing by the Promoter(s) within a period of sixty (60) Business Days of such offer being received, the Promoter(s) shall be entitled to exploit such opportunity either directly or through an arrangement with any third party on terms no more favourable than those offered to the Company.

(b) Notwithstanding the provisions of (a) above, the Company shall be the Promoter's (and their respective family member's) exclusive vehicle for undertaking any business similar or identical to the business carried on by the Company and shall not:

- (i) either, directly or indirectly, compete with the Company in relation to its business;
- (ii) disclose, directly or indirectly in whatsoever manner to a third party, any confidential or proprietary information in regard to the business and workings of the Company of which it has knowledge or has acquired knowledge during the period the business is carried on by the Company.

(c) No activities of the Promoters of the Company and those of any Person in which it holds any interest, shall compete with the business of the Company.

Sl.No.	Signature, Name, Address, Description and Occupation of subscribers	Name, Address, Description, Occupation and signature of witness
1.	Sd/- ELLA GOVARDHAN S/o. ELLA VEERASWAMY NAIDU 404, Vamsi Towers, 8-3-222/1/12, Madura Nagar, Hyderabad – 500 038. Occ: Consulting Engineer	
2.	Sd/- ELLA RAJITHA D/o. ELLA GOVARDHAN 404, Vamsi Towers, 8-3-222/1/12, Madura Nagar, Hyderabad – 500 038. Occ: Student	
3.	Sd/- ELLA SATYAVATHI W/o. ELLA GOVARDHAN 404, Vamsi Towers, 8-3-222/1/12, Madura Nagar, Hyderabad – 500 038. Occ: Hpuse Wife	
4.	Sd/- Mrs. B. KRISHNA KUMARI W/o. B.D. NAIDU 206, Prasanth Towers, F – Block, Madura Nagar, Hyderabad – 500 038 Occ: House wife	
5.	Sd/- B.D. NAIDU S/o. B. VENKATA NAIDU 115-B, Krishna Apartments, Yellareddyguda, Hyderabad – 500 073 Occ: Chartered Accountant	
6.	Sd/- C. NAGARJUNA RAO S/o C. SIDDAMA RAO 115-B, Kirhsna Apartments, Yellareddyguda, Hyderabad – 500 073. Occ: Service	
7.	Sd/- Mrs. PUSHPA W/o. D.C. NAIDU Plot No: 41, P&T Colony Candhi Nagar, Hyderabad – 500 080 Occ: House Wife	

Sd/-
D.CHENNAKESAVULU NAIDU
S/o. Doraswamy Naidu
Chartered Accountant
115-B, Krishna Apartments,
Yellareddyguda,
Hyderabad – 500 073

Place : Hyderabad
Date : 02-02-1996