

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

ARTICLES OF ASSOCIATION

OF

RELIGARE ENTERPRISES LIMITED

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the 31st Annual General Meeting of the Company held on September 14, 2015 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

Table F Excluded

1. The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.

Interpretation

2. In these regulations—
 - a) **"Act"** means the Companies Act, 1956 and/or the Companies Act, 2013 (as the case may be) or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.
 - b) **'Beneficial owner'** means a person or persons whose name(s) is/are recorded in the Register maintained by a Depository under the Depositories Act, 1996.
 - c) **"Board of Directors"** or **"Board"** or **"the Board"** means the collective body of the directors of the Company.
 - d) **"Company"** means Religare Enterprises Limited.
 - e) **'Depository'** means a Company formed and registered under the Act and which has been granted a certificate of registration by SEBI under the Securities & Exchange Board of India Act, 1992.

- f) **“Office”** means the Registered Office for the time being of the Company.
 - g) **“Rules”** means the applicable rules for the time being in force as prescribed under relevant sections of the Act.
 - h) **“Seal”** means the common seal of the company.
 - i) **“Securities”** means the securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act, 1956
 - j) **“Working Day”** means all days except public holidays and national holidays
3. Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.
4. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules or any Statutory modification thereof, as the case may be.

Share Capital and Variation of Rights

5. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
6. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case.
7. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:
- (a) Equity share capital:
 - (i) with voting rights; and / or
 - (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
 - (b) Preference share capital

8. Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide -
 - (a) one certificate for all his shares without payment of any charges; or
 - (b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.
9. Every certificate shall be issued under the seal and shall specify the shares to which it relates and the amount paid-up thereon.
10. In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
11. A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.
12. If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.
13. The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other Securities including debentures (except where the Act otherwise requires) of the Company.
14. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

15. (1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its Securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.
- (2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.
- (3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
16. a) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
- b) To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply.
17. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
18. Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.
19. The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to -
- (a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
 - (b) employees under any scheme of employees' stock option; or
 - (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

20. A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.
21. Notwithstanding anything contained in Section 53 of the Act but subject to the provisions of section 54 read with rules made there under with the regulations made by the SEBI, the Company may issue Sweat Equity Shares of a class already issued in accordance with the provisions of the Act and the regulations made by the SEBI.

Lien

22. The Company shall have a first and paramount lien -
- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
 - (b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:

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

23. The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.
24. Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.
25. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:
- Provided that no sale shall be made—
- (a) unless a sum in respect of which the lien exists is presently payable; or
 - (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.
26. (1) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- (2) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

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

(4) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.

27. (1) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

(2) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

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

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

Calls on Shares

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

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

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

33. A call may be revoked or postponed at the discretion of the Board.
34. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.
35. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
36. (1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.
- (2) The Board shall be at liberty to waive payment of any such interest wholly or in part.
37. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
38. In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
39. The Board -
- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.
40. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.
41. All calls shall be made on a uniform basis on all shares falling under the same class.
Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.
42. Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the

Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.

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

Transfer of Shares

44. (1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.

(2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

45. The Board may, subject to the right of appeal conferred by the Act decline to register any transfer of shares on which the Company has a lien.

46. In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless -

(a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares

47. On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the register of member/debenture holder or any other security holder may be closed at such times and for such periods as the Board may from time to time determine:

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

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

Transmission of shares

49. (1) On the death of a member, the survivor or survivors where the member was a joint holder,

and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.

(2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

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

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or Insolvent member could have made.

(2) 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.

(3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.

51. (1) 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.

(2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

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

52. 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 was the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

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

53. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting 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 said 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 thereto in any book of the Company, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting to do, though 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 any such notice; and give effect thereto if the Board shall so think fit.
54. The provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.

Forfeiture of Shares

55. If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.
56. The notice aforesaid shall:
- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
 - (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
57. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
58. Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.

59. When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.
60. The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.
61. A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.
62. At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
63. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.
64. All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.
65. The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.
66. A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
67. The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
68. The transferee shall thereupon be registered as the holder of the share;

69. The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.
70. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.
71. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.
72. The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.
73. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
74. The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other Securities including debentures of the Company.

Alteration of Share Capital

75. Subject to the provisions of the Act, the Company may, by ordinary resolution –
 - (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;
 - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:
Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;
 - (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
 - (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

76. Where shares are converted into stock:

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

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

- b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;
- c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stockholder" respectively.

77. The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, —

- a) its share capital; and/or
- b) any capital redemption reserve account; and/or
- c) any securities premium account; and/or
- d) any other reserve in the nature of share capital.

Joint Holders

78. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:

- a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.
- b) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized 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 a deceased joint-holder from any liability on shares held by him jointly with any other person.

- c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.
- d) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.
- e) (i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares 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 or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof.
(ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.

79. The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other Securities including debentures of the Company registered in joint names.

Capitalisation of Profits/Reserves

80. (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve —

- a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
- b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards:

- a) paying up any amounts for the time being unpaid on any shares held by such members respectively;
- b) paying up in full, unissued shares or other Securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
- c) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B).

(3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

(4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

81. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall –
- (a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other Securities, if any; and
 - (b) generally do all acts and things required to give effect thereto.

(2) The Board shall have power—

- a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other Securities becoming distributable in fractions; and
- b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other Securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.

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

Buy Back of Securities

82. Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other Securities.

Dematerialization of Securities

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

84. Beneficial owners shall have the option to rematerialize the Securities subsequent to the allotment or dematerialization as the case may be, in which event the Company shall issue to the investor/beneficiary the required certificates of securities subject to the provisions of applicable laws, rules, regulations or guidelines, the shares so rematerialized shall bear new distinctive numbers so as to identify them from the shares not dematerialized.

85. All securities held by a Depository shall be dematerialized and shall be in a fungible form.
86. Notwithstanding anything to the contrary contained in these Articles, a Depository shall be deemed to be the registered owner for the purpose of ownership of Securities on behalf of the beneficial owners.
87. Save as otherwise provided in (86) 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.
88. Every person holding Securities of the Company and whose name is entered as the beneficial owner in the records of the Depositors shall be deemed to be a member of the Company. The Beneficial Owner of securities shall alone be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities, which are held by a Depository.
89. Nothing contained in these Articles, shall apply to a transfer of Securities effected by a transferor and transferee, when both of whom are entered as beneficial owners in the records of a depository
90. The Register and Index of Beneficial Owners maintained by a Depository under the Depositories Act, 1996, shall be deemed to be the corresponding register and index for the purposes of the Act

General Meetings

91. All general meetings other than annual general meeting shall be called extraordinary general meeting.
92. The Board may, whenever it thinks fit, call an extraordinary general meeting.

Proceedings at General Meeting

93. (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
(2) No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.
(3) The quorum for a general meeting shall be as provided in the Act.
94. The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.

95. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
96. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall elect one of their members to be Chairperson of the meeting.
97. On any business at any general meeting, in case of an equality of votes on any resolution, the Chairperson shall have a second or casting vote.
98. (1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.
- (2) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting –
- a) is, or could reasonably be regarded, as defamatory of any person; or
 - b) is irrelevant or immaterial to the proceedings; or
 - c) is detrimental to the interests of the Company.
- (3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.
- (4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.
99. (1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:
- a) be kept at the registered office of the Company; and
 - b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all Working Days other than Saturdays.
- (2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above:
- Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.
100. The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending

the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.

Adjournment of General Meeting

101. (1) The Chairperson may adjourn the meeting from time to time and from place to place as per applicable laws.
- (2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (4) Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting Rights

102. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
103. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.
104. (1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- (2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
105. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote 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 member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.
106. Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

107. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
108. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.
109. A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.
110. Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

Proxy

111. (1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.

(2) The instrument appointing a proxy and the power-of attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

112. An instrument appointing a proxy shall be in the form as prescribed in the Rules.

113. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

114. Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (Three) and shall not be more than 15 (Fifteen). The number of director can be increased beyond 15 (Fifteen) in accordance with the provisions of the Act.

115. The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation.
116. The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company.
117. (1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
- (2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary/special resolution passed by the Company in general meeting.
- (3) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—
- a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or
 - b) in connection with the business of the Company.
118. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
119. (1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.
- (2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.
120. The Board may appoint an alternate director to act for a director (hereinafter in this Article called “the Original Director”) during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.
- (2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.

(3) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

121. If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.

122. The director 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.

123. The regulation of quorum of meeting of Board shall apply mutatis mutandis to the meeting of Committee unless otherwise decided by the Board.

Powers of Board

124. The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

Proceeding of the Board

125. (1)The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(2) Any Director of a company may, at any time, summon a Meeting of the Board, and the Company Secretary or where there is no Company Secretary, any person authorised by the Board in this behalf, on the requisition of a Director, shall convene a Meeting of the Board, in consultation with the Chairman or in his absence, the Managing Director or in his absence, the Whole-time Director, where there is any.

(3)The quorum for a Board meeting shall be as provided in the Act.

(4)The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

126. (1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
127. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.
128. (1) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
- (2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of them to be Chairperson of the meeting.
129. (1) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit.
- (2) Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
- (3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.
130. (1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.
- (2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
131. (1) A Committee may meet and adjourn as it thinks fit.
- (2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.
- (3) In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.
132. All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had

terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

133. Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.

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

134. (1) Subject to the provisions of the Act,—

A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.

(2) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

Registers

135. The Company shall keep and maintain at its registered office all statutory registers as may be prescribed for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules.

The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all Working Days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

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

(2) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, mutatis mutandis, as is applicable to the register of members.

The Seal

137. The Board may provide for the Seal of the Company to be affixed on such document as may be decided by Board or as required under any law. The Seal shall be kept in the safe custody of such officer of the Company as the Board may decide.

138. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

Dividend and Reserves

139. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.

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

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

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

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

(2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.

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

143. (1) The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

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

144. (1) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

(3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.

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

146. No dividend shall bear interest against the Company.

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

Accounts

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

149. No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.

Winding Up

150. Subject to the applicable provisions of the Act and the Rules made thereunder –

- a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
- b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other Securities whereon there is any liability.

Indemnity and Insurance

151. (a) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, chief executive officer, chief financial officer, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, chief executive officer, chief financial officer, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.

(b) Subject as aforesaid, every director, managing director, manager, chief executive officer, chief financial officer, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

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

General Power

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

IFC Provisions

153. The provisions of Articles 153 to 181 shall override anything to the contrary in any of the provisions of the Other Articles, and shall apply notwithstanding anything to the contrary contained in the Other Articles unless otherwise approved or agreed in writing by IFC. For the purposes of this Article 153, Other Articles shall mean all Articles except Articles 153 to 181 (inclusive).

154. DEFINITIONS

"Acceptance Notice" has the meaning set forth in Article 159(c).

"Accession Instrument" means a deed of adherence to the Shareholders' Agreement substantially in the form set forth in Schedule 1 of the Shareholders' Agreement, with applicable amendments which are in form and substance satisfactory to each of the parties to the Shareholders' Agreement.

"Accounting Standards" means the Indian generally accepted accounting principles (Indian GAAP) promulgated by the Institute of Chartered Accountants of India (ICAI), together with its pronouncements thereon from time to time and shall be deemed to include any alternate accounting principles including IFRS (as defined hereinafter) adopted/promulgated by the ICAI in place of and in lieu of the Indian GAAP.

"Additional Securities" has the meaning set forth in Article 156(c).

"Affiliate" means with respect to any Person, any Person directly or indirectly Controlling, Controlled by or under common Control with, that Person.

"Applicable Law" means all applicable statutes, laws, ordinances, rules and regulations, including but not limited to, any license, permit or other governmental Authorization, in each case as in effect from time to time.

"Articles" means these Articles of Association of the Company.

"Authority" means any national, supranational, regional or local government, or governmental, statutory, regulatory, 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 the central bank).

"Authorization" means 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' and shareholders' approvals or consents.

"Banking Investment Right" has the meaning set forth in Section 3.04(g) of the Shareholders' Agreement.

"Buyer" has the meaning set forth in Article 159(c).

"Business Partner Agreement" means an agreement dated October 17, 2011 executed between RSL and the Company.

"Closing Date" means November 7, 2012.

"Company Employee Plan" means any stock option plan, which has been sponsored, contributed to or required to be contributed to by the Company for the benefit of any Person who performs or who has performed services for the Company.

"Competitor" means the Persons identified by the Company in accordance with Section 4.03 (e) of the Shareholders' Agreement (as originally specified in Schedule 6 of the Shareholders' Agreement and as updated from time to time in accordance with the terms of Section 4.03 (e) of the Shareholders' Agreement and includes any Affiliate(s) of such Person(s).

"Control" means the power to direct the management or policies of a Person, directly or indirectly, whether through the ownership of shares or other securities, by contract or otherwise; provided that, in any event, the direct or indirect ownership of twenty-six per cent

(26%) 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.

“**Eligible Sponsor**” has the meaning set forth in Article 159(c).

“**Eligible Transferee**” has the meaning set forth in Article 160(a).

“**Exercise Period**” has the meaning set forth in Article 157(c).

“**Existing RFL Investors**” means collectively Avigo PE Investments Limited, Mauritius and NYLIM.

“**Fully-Diluted Basis**” means the number of equity shares of the Company, or other Person, as applicable, calculated as if the then issued and outstanding relevant Share Equivalents, or share equivalents of such other Person, as applicable, had been exercised in full.

“**IFC**” means International Finance Corporation, an international organization established by the Articles of Agreement among its member countries including the Republic of India.

“**ICDR Regulations**” shall mean the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended.

“**IFC CCD’s**” means up to Four Million Five Hundred Thousand (4,500,000) fully paid Compulsorily Convertible Debentures having a face value of Rupees One Thousand (INR 1000) each (and having the rights, preferences and privileges as set forth in Schedule 5 of the Subscription Agreement).

“**IFC Entry Equity Valuation**” means the equity value based on IFC's entry valuation ascribed for the Company, the Key Subsidiaries and Key Affiliates as set forth in column (c) of Annex E of the Shareholders' Agreement.

“**IFC Negotiated Transfer**” has the meaning set forth in Article 158.

“**IFC Nominee Director**” has the meaning set forth in Article 169(a).

“**IFC Securities**” means collectively, the IFC Shares, the IFC CCD’s, the Shares issued to IFC upon the conversion of IFC CCD’s, as applicable and any shares or Share Equivalents of the Company acquired by IFC pursuant to or in accordance with the terms of the Shareholders' Agreement.

“**IFC Shares**” means one thousand (1000) fully paid equity shares of the Company having a face value of Rupees Ten (INR 10) each and bearing the rights as set forth in the Shareholders' Agreement.

“IFC Subscription” means the subscription for IFC Shares and IFC CCD’s of the Company by IFC as provided for in Article II of the Subscription Agreement.

“IFRS” means International Financial Reporting Standards, the principles based standards, adopted by the International Accounting Standards Board;

“Invesco” means Invesco Hong Kong Limited, a company organized under the laws of Hong Kong.

“IRR” means the internal rate of return using XIRR function of microsoft excel.

“Issue Notice” has the meaning set forth in Article 156(b).

“Key Affiliate” means, at the relevant time or times:

- (a) each Affiliate where, as of the end of the then most recently completed Financial Year:
 - i. the assets of such Affiliate account for more than five percent (5%) of the total consolidated assets of the Company; or
 - ii. the revenue/income from such Affiliate accounts for more than five percent (5%) of the Company's total consolidated income;

the following named Affiliates whether or not they meet any of the conditions set forth in sub-section (a): (i) Aegon Religare Life Insurance Company Limited (“Aegon Religare”); and (ii) Religare Macquarie Wealth Management Limited (“Religare Macquarie”).

“Key Affiliate Employee Plan” means any stock option plan, which has been sponsored, contributed to or required to be contributed to by the relevant Key Affiliate for the benefit of any Person who performs or who has performed services for such Key Affiliate.

“Key Subsidiary” means, at the relevant time or times:

- a) each Subsidiary where, as of the end of the then most recently completed Financial Year:
 - i. the assets of such Subsidiary account for more than five percent (5%) of the total consolidated assets of the Company; or
 - ii. the revenue/income from such Subsidiary accounts for more than five percent (5%) of the Company's total consolidated income;

the following named Subsidiaries whether or not they meet any of the conditions set forth in sub-section (a): (i) Religare Asset Management Company Private Limited (“RAMCL”); (ii) Religare Commodities Limited (“RCL”); (iii) Religare Finvest Limited (“RFL”); (iv) Religare Global Asset Management Inc. (“Global Inc.”); (v) Religare Health Insurance Company Limited (“RHICL”); (vi) Religare Housing

Development Finance Corporation Limited ("RHDFCL"); and (vii) Religare Securities Limited ("RSL");

- b) RCML, upon the consolidation of RCML with the financial statements of the Company, whether or not RCML meets any of the conditions set forth in sub-section (a).

"Landmark" means Landmark Partners LLC, a limited liability company incorporated under the laws of Delaware.

"Lien" means any mortgage, pledge, charge, assignment, hypothecation, security interest, title retention, preferential right, option (including call commitment), trust arrangement, right of set-off, counterclaim or banker's lien, privilege or priority of any kind having the effect of security, any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy or any preference of one creditor over another arising by operation of law.

"Liquidation Event" means any liquidation, winding up or bankruptcy, reorganization, composition with creditors or other analogous insolvency proceeding of the Company or any Key Subsidiary or any Key Affiliate (as applicable), whether voluntary or involuntary, or any petition presented or resolution passed for any such event or for the appointment of an insolvency practitioner.

"New Securities" has the meaning set forth in Article 156(f).

"Northgate" means collectively Northgate Capital LLC and Northgate Capital L.P.

"Notification Date" has the meaning set forth in Article 156(c).

"Objectionable Entity" means, in relation to a proposed Transfer by a Sponsor of any Share or Share Equivalents of the Company, any Person that IFC designates as an objectionable entity due to reputational reasons and requirements of IFC policies.

"Offer Notice" has the meaning set forth in Article 159(b).

"Offer Price" has the meaning set forth in Article 159(b).

"Offering Period" has the meaning set forth in Article 159(b).

"Permitted Lien" has the meaning set forth in Article 178(c)(i).

“Person” means any individual, 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.

“Proposed Investor” has the meaning set forth in Article 155(b).

“Pro-rata Share” means, with respect to any Member, the total number of issued and outstanding Shares of the Company and Share Equivalents held by the relevant Member, expressed as a percentage of the total number of Shares of the Company and Share Equivalents then issued and outstanding, calculated on a Fully-Diluted Basis.

“QIPO” shall mean an initial public offering of shares and/or Share Equivalents of any Key Subsidiary and/or any Key Affiliate at a price per equity share that is equal to or greater than the Threshold Price.

“QCapitalRaise” means any issue of shares and/or Share Equivalents of any Key Subsidiary and/or any Key Affiliate (other than a rights offering) at a price per equity share that is equal to or greater than the Threshold Price.

“Related Party” means: (a) any Person that holds a material interest in the Company or any Subsidiary; (b) any Person in which the Company or any Subsidiary holds a material interest; (c) any Person that is otherwise an Affiliate of the Company; (d) any Person who serves (or has within the past twelve (12) months served) as a Director, officer or employee of the Company (other than employees whose cost to company package and other commercial dealings with the Company or its Subsidiaries amounts to less than Rupees Two Crore (INR 2,00,00,000) per annum); (e) any of the Sponsors; or (f) any Person who is a relative of any individual included in any of the foregoing.

For the purpose of this definition, “material interest” shall mean a direct or indirect ownership of shares representing at least five percent (5%) of the outstanding voting power or equity of the Company or any Subsidiary; further, for the purpose of this definition, the term “relative”, when used in the context of (a) a Sponsor, shall have the meaning ascribed to it in Section 6 of the Act; and (b) a Director, officer or an employee of the Company or its Subsidiaries, shall have the meaning ascribed to it in Accounting Standard 18 of the Accounting Standards.

“Relevant Parties” means the Company, the Sponsors and each of the other shareholders of the Company that agrees to become a party to the Shareholders' Agreement pursuant to an Accession Instrument.

“RCML” means Religare Capital Markets Limited.

“RCSL” means Religare Corporate Services Limited.

“Related Party Transaction Policy” means the policy to regulate transactions between the Company and its Related Parties based on the key principles set out in Section 3.04(a) of the Shareholders' Agreement and the Applicable Laws (including the provisions of clause 49 of the listing agreements executed between the Company and the Relevant Markets).

“Relevant Market” means the Bombay Stock Exchange Limited and/or the National Stock Exchange of India Limited, or any other reputable and internationally recognized automated quotation system(s) or stock exchange(s) on which the Shares of the Company and/or Share Equivalents are listed.

"RFO Notice" has the meaning set forth in Article 159(a).

"RFO Closing Date" has the meaning set forth in Article 159(d).

"RFO Transfer Shares" has the meaning set forth in Article 159(a).

"RPT Sub-Committee" shall mean the sub-committee of the Board to be constituted for the purpose and in the manner set forth in the Shareholders Agreement.

“RTCL” means Religare Trustee Company Private Limited.

“Selling Shareholder” has the meaning set forth in Article 157(a).

"Shareholders' Agreement" means the Shareholders' Agreement dated November 5, 2012 between the Sponsors, the Company and IFC.

“Shareholders” means collectively, IFC, the Sponsors and any other shareholder of the Company that is a party to the Shareholders' Agreement or agrees to become a party to the Shareholders' Agreement pursuant to an Accession Instrument.

“Share Equivalents” means preferred shares, bonds, loans, warrants, options or other similar instruments or securities which are convertible into or exercisable or exchangeable for, or which carry a right to subscribe for or purchase, equity shares of the Company or any instrument or certificate representing a beneficial ownership interest in the equity shares of the Company, including global depository receipts or American depository receipts.

"Sponsors" means (a) Mr. Malvinder Mohan Singh, son of Late Dr. Parvinder Singh; (b) Mr. Shivinder Mohan Singh, son of Late Dr. Parvinder Singh; and (c) the Persons specified in Annex A of the Shareholders' Agreement and "Sponsor" means any one of them.

“Sponsor Lien Shares” mean the Shares held by the Sponsors over which a Lien has been created prior to the date of the Shareholders’ Agreement, details of which have been set forth in Annex H of the Shareholders’ Agreement.

“Sponsor Lock-In Shares” means eleven million two hundred thirty five thousand nine hundred and fifty four (11,235,954) Shares held by RHC Finance Private Limited and nine million five hundred ninety seven thousand one hundred and fifty six (9,597,156) Shares held by Hospitalia Information Systems Private Limited, which are locked-in in accordance with the ICDR Regulations, as on the date of the Shareholders' Agreement.

“Sponsor Negotiated Transfer” has the meaning set forth in Article 179(b).

“Sponsors Representative” has the meaning set forth in Section 3.07 of the Shareholders’ Agreement.

“Sponsor Transfer Notice” has the meaning set forth in Article 179(c).

“Subscription Agreement” means the subscription agreement dated November 5, 2012 between IFC, the Sponsors and the Company pertaining to the IFC Subscription.

“Subscription Date” means the date of IFC Subscription.

“Subscription Notice” has the meaning set forth in Article 156(c).

“Subsequent Transferee” has the meaning set forth in Article 162(i).

“Subsidiary” means with respect to the Company, an Affiliate more than fifty per cent (50%) of whose capital is owned, directly or indirectly, by the Company.

“Subsidiary Compensation Committees” means the compensation committee (or any other committee by whatever name called) constituted by the board of directors of RSL, RFL, RHICL and RAMCL to administer their respective Subsidiary Employee Plans.

“Subsidiary Employee Plan” means any stock option plan, which has been sponsored, contributed to or required to be contributed to by the relevant Key Subsidiary for the benefit of any Person who performs or who has performed services for such Key Subsidiary.

“Tag Notice” has the meaning set forth in Article 157(c).

“Tagged Shares” has the meaning set forth in Article 157(c).

“Threshold Price” means:

- a) in relation to a QIPO and/or a QCapitalRaise of any Key Subsidiary and/or Key Affiliate (other than RFL), the price (duly adjusted for any subsequent bonus issue, stock split or any share re-organization) that provides an IRR of at least twenty percent (20%) per annum on the IFC Entry Equity Valuation of such Key Subsidiary and/or Key Affiliate starting from the Subscription Date;
- b) in relation to a QIPO of RFL, a price per equity share which on the lower end of the price band of the initial public offering would equal an amount which provides a floor IRR of fourteen percent (14%) per annum for the price per subscription share paid by the Existing RFL Investors; and
- c) in relation to a QCapitalRaise of RFL, price at a floor IRR of twenty percent (20%) per annum on the IFC Entry Equity Valuation of RFL starting from the Subscription Date (save and except the capital infusion for the maintenance of capital adequacy as required under Applicable Law and approved by the Board).

“Threshold Strike Price” means, in relation to a Key Subsidiary or a Key Affiliate, the strike price (duly adjusted for any subsequent bonus issue, stock split or other share re-organization) that provides an IRR of at least twenty percent (20%) per annum on the IFC Entry Equity Valuation of such Key Subsidiary or a Key Affiliate, starting from the Subscription Date.

“Transaction Documents” means:

- a. the Shareholders’ Agreement;
- b. the Subscription Agreement; and
- c. any other agreement or document as may be mutually determined by the parties to be a part of the Transaction Documents.

“Transfer” means to transfer, sell, convey, 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, and **“Transferring”** and **“Transferred”** have corresponding meanings.

“Transferring Sponsor” has the meaning set forth in Article 179(c).

“Unpurchased Securities” has the meaning set forth in Article 156(d).

“Valuation Benchmark” has the meaning ascribed to such term in the Shareholders’ Agreement.

ANTI DILUTION AND PREEMPTIVE RIGHTS

155. Anti-Dilution Rights

- (a) For a period of eighteen (18) months from the Closing Date, the Company shall not issue any New Securities to any Person on financial terms which are more favourable than the financial terms on which IFC CCD's and IFC Shares are issued to IFC.
- (b) If at any time within the period of eighteen (18) months from the Subscription Date, the Company proposes to issue any New Securities on more favourable financial terms to any Person (including any of the Sponsors) ("Proposed Investor"), then the Company shall, subject to IFC's prior written consent, proceed with the proposed issuance of New Securities to the Proposed Investor only if the Company issues additional number of Shares to IFC at the lowest price per Share permitted under Applicable Law, such that the average price per Share for the IFC Securities taken together with such additional Shares issued pursuant to this Article 155(b) would be equal to the issue price per Share payable by the Proposed Investor in respect of the proposed issuance. For the avoidance of doubt and subject to the terms of the Shareholders' Agreement, the Company can issue New Securities to any Person on any financial terms after the expiry of eighteen (18) months from the Subscription Date.
- (c) On and from the expiry of eighteen (18) months from the Subscription Date, save and except a rights offering, the Company shall not issue Shares and/or Share Equivalents to any of the Sponsors at a price lower than the price that provides an IRR of at least twenty percent (20%) per annum on the IFC Entry Equity Valuation of the Company (duly adjusted for any subsequent bonus issue, stock split or any share re-organization).
- (d) The provisions of Article 155 shall have effect notwithstanding anything contained in These presents.

156. Pre-emptive Right

- (a) IFC shall have the right to purchase its Pro-rata Share of New Securities (as defined below) in the manner set out below.
- (b) If the Company proposes to issue New Securities (whether by way of a rights issue or otherwise), it shall give IFC written notice of its intention, describing the New Securities, their price, and their general terms of issuance, and specifying IFC's Pro-rata Share of such issuance (the "Issue Notice"). In the event the Issue Notice is delivered to IFC pursuant to a proposed rights issue and prior to the conversion of IFC CCD's, the Sponsors shall ensure that the Pro-rata Share of the New Securities are offered to IFC as a part of such rights issue or by way of a preferential allotment or in any other matter permitted by Applicable Law (to the satisfaction of IFC).
- (c) IFC shall have thirty (30) days after any such notice is delivered (the "Notification Date") to give the Company written notice that it agrees to purchase part or all of its Pro-rata Share of the New Securities for the price and on the terms specified in the Issue Notice (the "Subscription Notice"). IFC may also notify the Company in the Subscription Notice that it is willing to buy a

specified number of the New Securities in excess of its Pro-rata Share of such issuance (“Additional Securities”) for the price and on the terms specified in the Issue Notice. For the avoidance of doubt, the Company shall not issue any New Securities until after the Notification Date.

- (d) If IFC has indicated that it is willing to buy Additional Securities, the Company shall give IFC written notice of the total number of New Securities not taken up by other shareholders of the Company (“Unpurchased Securities”) within five (5) days of the expiry of the thirty (30) day period referred to in Article 156(c). Such notice shall specify the particulars of the payment process for the New Securities to be purchased by IFC pursuant to the Subscription Notice.
- (e) On the thirtieth (30th) Business Day after expiry of the thirty (30) day period referred to in Article 156(c):
 - (i) IFC shall subscribe for the number of its Pro-rata Shares specified in the Subscription Notice;
 - (ii) if IFC has indicated that it is willing to buy Additional Securities, IFC shall, without obtaining the consent of the Sponsors, subscribe for the lower of the number of Additional Securities and the number of Unpurchased Securities;
 - (iii) IFC shall pay the relevant consideration to the Company; and
 - (iv) the Company shall issue to IFC a duly stamped letter of allotment for the Shares and/or Share Equivalents issued to IFC under this Article 156(e) and intimate the registrar and share transfer agent for recording IFC as the legal and beneficial owner of the Shares and/or Share Equivalents issued under this Article 156(e) in the register of Beneficial Owners of the Company's Depository.
- (f) “New Securities” shall mean any Shares of the Company or any Share Equivalents, including already existing Shares of the Company; provided, that the term “New Securities” does not include:
 - (i) equity shares (or options to purchase equity shares) issued or issuable to officers, Directors and employees of, or consultants to, the Company pursuant to a Company Employee Plan that has been approved by the Board of Directors;
 - (ii) equity shares issuable upon the exercise or conversion of Share Equivalents in existence as of the date of the Shareholders' Agreement;
 - (iii) equity shares issued or issuable in connection with a bonus issue, any stock split or consolidation, sub division or other share reorganisation or stock dividend of the Company; and
 - (iv) equity shares issued or issuable in connection with merger, demerger, amalgamation or other similar corporate action.

- (g) The provisions of Article 156 shall have effect notwithstanding anything contained in These presents.

157. Tag-Along Rights

- (a) Subject to the requirement of Articles 178, 179 and 180, if (i) any of the Sponsors (a "Selling Shareholder") proposes to undertake a Sponsor Negotiated Transfer of any Shares or Share Equivalents to a Buyer; and (ii) the Sponsor Negotiated Transfer would result in the transfer of more than five percent (5%) of the Shares and/or Share Equivalents held by all the Sponsors as of the date of the Shareholders' Agreement (whether such transfer takes place in one or more tranches), IFC shall have the right to participate in such transfer in accordance with this Article 157. For the avoidance of doubt, the Selling Shareholder may only propose to transfer such Shares in the Company or Share Equivalents hereunder if, after giving effect to the proposed transfer, each of the Sponsors shall still be in compliance with the requirements of Article 178 (or IFC has provided a written waiver in respect of Article 178).
- (b) Each Selling Shareholder which owns Shares in the Company or Share Equivalents indirectly through one or more holding companies agrees that it will ensure that any disposal of any indirect interest in the Company is consummated as a transfer of the Shares in the Company or Share Equivalents, and not by a sale of any Shares or Share Equivalents of any such holding company, so as to ensure that IFC will be able to exercise its rights under this Article 157.
- (c) IFC shall have the right to participate in the proposed transfer by giving notice to the Selling Shareholder (a "Tag Notice") within a period of twenty five (25) days from IFC's receipt of the Sponsor Transfer Notice (the "Exercise Period") of the number of Shares of the Company and/or Share Equivalents it wishes to transfer (the "Tagged Shares"), subject to Article 157(d). For the avoidance of doubt, IFC shall not be obligated to pay any fees or deal expenses of the Selling Shareholder or of any other Person in connection with the exercise of its rights under this Article 157.
- (d) Subject to the next sentence of this Article 157 and Article 157(g), the maximum number of Tagged Shares shall be the number (and if this is not a whole number, such number rounded to the nearest whole number) obtained by multiplying the number of the Shares of the Company and/or Share Equivalents on a Fully Diluted Basis to be transferred by the Selling Shareholder by a fraction: (i) the numerator of which shall be the number of Shares of the Company and/or Share Equivalents on a Fully Diluted Basis held by IFC (as of the date of the Tag Notice); and (ii) the denominator of which shall be the aggregate number of Shares of the Company and/or Share Equivalents on a Fully Diluted Basis held by all the Sponsors and IFC (as of the date of the Tag Notice). However, notwithstanding anything contained in these Articles, if the proposed transfer by the Selling Shareholder would result in (A) the

Sponsors not holding a minimum of twenty six percent (26%) of the outstanding share capital of the Company on a Fully Diluted Basis free of all Liens; or (B) the Sponsors losing the right to appoint majority of the Directors on the Board; or (C) the Sponsors not being the single largest shareholders or group of shareholders of the Company; or (D) IFC holding less than two point five percent (2.5%) of the outstanding issued and paid-up share capital of the Company on a Fully Diluted Basis, the maximum number of Tagged Shares shall be all of the Shares and/or Share Equivalents held by IFC.

- (e) Any transfer by IFC shall be made on substantially the same terms and conditions as described in the Sponsor Transfer Notice. However, IFC shall not be required to make any representation or warranty to the Buyer, other than as to good title to the Tagged Shares, absence of Liens with respect to the Tagged Shares, customary representations and warranties concerning IFC's power and authority to undertake the proposed transfer, and the validity and enforceability of IFC's obligations in connection with the proposed transfer.
- (f) For the avoidance of doubt, IFC's rights under this Article 157 to transfer the Tagged Shares shall apply regardless of whether the Tagged Shares are of the same class or type of Shares of the Company or Share Equivalents which the Selling Shareholder propose to transfer, provided that, to the extent such a difference in class or type exists, the consideration payable to IFC for the Tagged Shares shall be calculated as if all Shares of the Company and Share Equivalents held by the applicable Selling Shareholder and IFC which will be subject to a transfer under this Article 157 (assuming IFC exercises its tag-along rights in full) had been converted into Shares of the Company on the date immediately prior to the date of the Tag Notice (to the extent not already in the form of Shares of the Company) at the conversion price which would be applicable on such date had such conversion occurred on such date.
- (g) On the twentieth (20th) day from the expiration of the Exercise Period, the Selling Shareholder shall transfer to the Buyer the Shares and/or Share Equivalents originally proposed to be transferred, upon the terms and conditions (including consideration for the transfer) specified in the Transfer Notice. The Selling Shareholder shall give IFC at least ten (10) Business Days notice of the proposed date of the transfer and IFC shall transfer the Tagged Shares to the Buyer at the same time upon the terms and conditions (including consideration for the transfer) specified in the Transfer Notice. If the Selling Shareholder does not complete the transfer within such period, any proposed subsequent transfer by it of some or all of the Shares and/or Share Equivalents originally proposed to be transferred shall again be subject to the provisions of this Article 157.
- (h) The Selling Shareholder shall not transfer any of its Shares in the Company or Share Equivalents to the Buyer unless, at the same time, the Buyer purchases all of the Tagged Shares from IFC upon the terms and conditions (including consideration for the transfer) specified in the Transfer Notice.

158. Transfers by IFC

IFC shall be entitled to transfer any Shares or Share Equivalents held by it in the Company through (i) an open market transaction on the Relevant Markets and such transfer shall not be subject to the provisions of Article 159; or (ii) a negotiated deal (whether on the Relevant Markets or otherwise) where the identity of the transferee is known. It is clarified that the transfer by IFC of forty percent (40%) or more of the IFC Securities (“IFC Negotiated Transfer”) shall be subject to the provisions of Article 159.

159. Right of First Offer

- (a) If IFC proposes to transfer forty percent (40%) or more of the IFC Securities through a IFC Negotiated Transfer to any Eligible Transferee it shall first give notice thereof (the “RFO Notice”) to the Sponsor Representative setting forth the number of IFC Securities proposed to be transferred (the “RFO Transfer Shares”).
- (b) Within five (5) calendar days from receipt of the RFO Notice (the “Offering Period”), the Sponsors shall have the right (but not an obligation) to make an offer to acquire all (but not less than all) of the RFO Transfer Shares. In the event the Sponsors decide to make a collective offer to IFC, the Sponsors Representative shall deliver a written notice (the “Offer Notice”) to IFC stating (i) the particulars of the Sponsor(s) willing to acquire all (but not less than all) RFO Transfer Shares; and (ii) the price per RFO Transfer Share that the Sponsors are willing to pay for all RFO Transfer Shares (“Offer Price”). Provided that, in the event the Sponsors do not make a collective offer through the Sponsor Representative and deliver more than one Offer Notice to IFC within the Offering Period, IFC shall be entitled to consider only the Offer Notice which sets forth the highest Offer Price.
- (c) IFC shall have the right to transfer the RFO Transfer Shares to the Sponsors (in the case of a collective offer) or to the Sponsor offering the highest Offer Price (in the case of separate offers from more than one Sponsor) (“Eligible Sponsor”) at the Offer Price specified in the Offer Notice, which right shall be exercisable by IFC, at its sole discretion, by delivering a notice to the Sponsor Representative or to the Eligible Sponsor within ten (10) days after the end of the Offering Period (the “Acceptance Notice”). If IFC delivers a timely Acceptance Notice, such Acceptance Notice shall constitute a binding agreement to transfer the RFO Transfer Shares.
- (d) On the fifteenth (15th) calendar day after the receipt of the Acceptance Notice by the Sponsor Representative or the Eligible Transfer (as the case may be) (the “RFO Closing Date”), IFC shall transfer the RFO Transfer Shares to the Sponsors or the Eligible Sponsor (as the case may be), and the Sponsors or the Eligible Sponsor shall pay to IFC the aggregate price determined by multiplying the number of RFO Transfer Shares by the Offer Price, provided that IFC shall have no obligation to transfer any RFO Transfer Shares unless IFC

receives payment in full of such aggregate price. Between the end of the Offering Period and the RFO Closing Date, the Sponsors Representative or the Eligible Sponsor (as the case may be) shall obtain any Authorization required in connection with the transfer of the RFO Transfer Shares before the RFO Closing Date.

- (e) IFC shall not make (or be required to make) any representation or warranty to the Sponsors, other than good title to the RFO Transfer Shares, absence of Liens with respect to the RFO Transfer Shares, customary representations and warranties concerning IFC's power and authority to undertake the proposed transfer, and the validity and enforceability of IFC's obligations in connection with the proposed transfer.
- (f) If: (i) no Offer Notice has been received within the Offering Period; (ii) IFC does not receive payment in full of the Offer Price on the RFO Closing Date; (iii) any Authorization required in connection with the transfer of the RFO Transfer Shares has not been obtained by the RFO Closing Date; or (iv) IFC does not issue an Acceptance Notice, then IFC shall be free to transfer all or any part of the RFO Transfer Shares to any Eligible Transferee within one (1) year after the end of the Offering Period or after the RFO Closing Date at a price per RFO Transfer Share higher than the Offer Price. If IFC does not complete the transfer within such period, any subsequent proposed transfer by it of some or all of the RFO Transfer Shares shall again be subject to the provisions of this Article 159.
- (g) The provisions of this Article 159 shall not apply to the extent that the RFO Transfer Shares are being transferred as a result of the exercise of the rights of any party under Article 159.

160. Assignment of rights and obligations by IFC

- (a) In the event IFC proposes to transfer forty percent (40%) or more of the IFC Securities to a Person through an IFC Negotiated Transfer ("Eligible Transferee"), IFC shall be entitled to assign to the Eligible Transferee(s) all of its rights and obligations set forth under the Transaction Documents (other than the Banking Investment Right set forth in Section 3.04(g) of the Shareholders' Agreement).
- (b) IFC shall, as a condition of the proposed IFC Negotiated Transfer, require the Eligible Transferee(s) to execute an Accession Instrument. The Accession Instrument shall restrict the Eligible Transferee(s) from transferring the IFC Securities held by it to any of the Competitors set forth in Schedule 6 of the Shareholders' Agreement. IFC's obligation to enforce the aforesaid restriction on the Eligible Transferee shall be limited to procuring the execution of the Accession Instrument.
- (c) IFC shall be entitled to exercise all of its rights under the Transaction Documents even if such rights have been assigned (A) by IFC to the Eligible Transferee(s) pursuant to the IFC

Negotiated Transfer; or (B) by the Eligible Transferee(s) or its further assignees in the manner set forth in Article 162 below.

- (d) Provided that, IFC shall not be entitled to (A) exercise its rights under Section 2.07(a) of the Shareholders' Agreement if it does not hold one percent (1%) of the outstanding issued and paid-up share capital of the Company on a Fully Diluted Basis and twenty five percent (25%) of the IFC Securities; and (B) appoint the IFC Nominee Director in the event IFC assigns its rights under Section 2.01, Section 2.02 and Section 2.03 of the Shareholders' Agreement to any Eligible Transferee(s).

161. Exercise of rights and obligations by the Eligible Transferee or its assignees

- (a) The Eligible Transferee(s) shall be entitled to exercise the rights and further assign the IFC Securities transferred to it by IFC, only if such Eligible Transferee holds one percent (1%) of the outstanding issued and paid-up share capital of the Company on a Fully Diluted Basis and twenty five percent (25%) of the IFC Securities transferred by IFC to such Eligible Transferee.
- (b) Upon the assignment of rights and obligations by the Eligible Transferee (in the manner set forth in Article 162 below), any assignee shall be entitled to exercise and further assign the rights transferred to it, only if such assignee holds one percent (1%) of the outstanding issued and paid-up share capital of the Company on a Fully Diluted Basis and twenty five percent (25%) of the IFC Securities transferred to such assignee.

162. Further assignment of rights and obligations

Assignment of rights and obligations under the Transaction Documents by any Eligible Transferee or any of its further assignees shall be effective, only if:

- (i) prior to the proposed assignment, such Eligible Transferee or further assignee provides a written notice to the Company stating that the identity of the Person to whom all rights and obligations are proposed to be assigned ("Subsequent Transferee"). Such notice shall also confirm that pursuant to the assignment of all rights and obligations held by such Eligible Transferee or further assignee, the Eligible Transferee or further assignee shall not be entitled to exercise any of the rights and obligations under the Shareholders' Agreement;
- (ii) the Subsequent Transferee shall execute an Accession Instrument, as a condition of the aforesaid assignment;
- (iii) pursuant to the proposed assignment, the Subsequent Transferee shall hold one percent (1%) of the outstanding issued and paid-up share capital of the Company on a Fully Diluted Basis and twenty five percent (25%) of the IFC Securities transferred to such Person;

Provided that only one Person (whether the (i) Eligible Transferee or any of its further assignees (as the case may be); or (ii) Subsequent Transferee) shall be entitled to exercise all (but not less than all) the rights and obligations assigned pursuant to Article 162 above.

Miscellaneous

163. Not less than twenty-one (21) days' prior written notice of all General Meetings shall be given to the Shareholders at their respective addresses notified by them to the Company in writing. Provided that where, exceptionally, the Shareholders are required to make a decision in circumstances in which the foregoing notice requirements cannot be observed, a General Meeting may be convened at shorter notice in accordance with the prescribed process under Applicable Law. An agenda and accompanying materials setting out the business proposed to be transacted at a General Meeting shall be circulated by the Company to the Shareholders at the same time as the notice referred to in this Article 163. 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 all Shareholders. The Board shall provide the Company's previous Financial Year's audited financial statements to all Shareholders at least twenty one (21) days before the General Meeting which is held to approve and adopt such audited financial statements. The provisions of this Article 163 shall have effect notwithstanding anything contained in These presents.

Notwithstanding anything contained in These presents, the Company shall reimburse reasonable costs incurred by the IFC Nominee Directors in attending a meeting of the Board or a committee of the Board or a General Meeting as set forth in Section 2.03(d) of the Shareholders Agreement.

IFC Consent Rights

164. As long as IFC holds at least twenty five percent (25%) of the IFC Securities and at least one percent (1%) of the outstanding issued and paid-up capital of the Company on a Fully Diluted Basis, the Company shall not and shall ensure that its Key Subsidiaries and Key Affiliates shall not take the following decisions or actions without the prior written consent of IFC:

(a) authorize or undertake any arrangement for the disposal of: (i) twenty five percent (25%) or more of the assets of the Company or any Key Subsidiary or any Key Affiliate, whether in one or a series of transactions; or (ii) any shares of any Subsidiary that results in the Company owning (directly or indirectly) less than fifty one percent (51%) of any Key Subsidiary; or (iii) any shares of any Affiliate that results in the Company owning (directly or indirectly) less than twenty six percent (26%) of any Key Affiliate (unless such arrangement is undertaken to meet the requirements of the Applicable Law, provided that the Company issues a written notice to IFC providing information as IFC may require in respect of such

- arrangement. Provided further that IFC's prior written consent under Article 164(a) shall not be required in respect of the (A) proposed sale of forty nine percent (49%) of the equity share capital each of RAMCL and RTCL by RSL to Invesco; (B) transfer of RSL's shareholding in RAMCL and RTCL pursuant to the exercise of a call option by Invesco; and (C) transfer of RSL's shareholding in RAMCL and RTCL upon the exercise of the shoot-out mechanism by Invesco, as specified under the joint venture arrangements between Invesco, RTCL, RAMCL and RSL;
- (b) authorize or undertake any delisting of the Shares or Share Equivalents of the Company or shares or Share Equivalents of any Key Affiliate/Key Subsidiary;
 - (c) any initial public offering of any Key Subsidiary and/or any Key Affiliate (save and except Aegon Religare) which is not a QIPO;
 - (d) any issue of shares or Share Equivalents (other than a rights offering) by any Key Subsidiary and/or any Key Affiliate which is not a QCapitalRaise. Provided that IFC's prior written consent under this Article 164(d) shall not be required in respect of (A) any issue of shares or Share Equivalents of Northgate or Landmark which results in a dilution of not more than fifteen per cent (15%) of Global Inc.'s shareholding in Northgate or Landmark; and (B) issuance of Share Equivalents of RAMCL to Invesco in the event Invesco exercises its right to subscribe to such Share Equivalents for an aggregate consideration which is equivalent to the minimum amount that Invesco is required to capitalize RAMCL under the Applicable Laws;
 - (e) authorize or undertake any reduction of capital or repurchase of shares and/or Share Equivalents. Provided that IFC's prior written consent under this Article 164 (e) shall not be required in respect of (A) the reduction of capital or repurchase of shares and/or Share Equivalents pursuant to the Company Employee Plan or any Subsidiary Employee Plan at the repurchase price computed in accordance with Article 176(b)(i); (B) the reduction of capital or repurchase of shares and/or Share Equivalents of Northgate and Landmark at the repurchase price computed in accordance with the Valuation Benchmark; and (C) transfer of shares of RAMCL from the employees of RAMCL, employees of the Company and such employees of RCSL (who were employees of the Company at the time of restructuring of RCSL) to RSL at a price per share equal to the per share consideration received by RSL from Invesco (in respect of Invesco's acquisition of forty nine per cent (49%) of the share capital of RAMCL and RTCL);
 - (f) the sale, transfer or assignment of all or substantially all of the intellectual property rights (including those relating to copyrights, trademarks, patents and designs) of the Company or any of its Key Subsidiaries or any Key Affiliates;

- (g) a new investment in any of the existing financial services activities (other than consumer financing, investment banking and capital markets) undertaken by the Company, its Subsidiaries and/or Key Affiliates, where such investment is more than ten percent (10%) of the Company's consolidated net worth, in excess of the amounts set forth in Annex G of the Shareholders' Agreement;
- (h) any new investment in the business of (A) consumer financing; and (B) investment banking and capital markets;
- (i) any investment of more than five percent (5%) of the Company's consolidated net worth in any new financial services business which is currently not undertaken by the Company or any of its Subsidiaries or Key Affiliates;
- (j) any grant of options under the (A) Company Employee Plan or any Subsidiary Employee Plan in excess of the percentage of the issued and paid-up share capital on a Fully Diluted Basis of the Company and/or such Key Subsidiary as specified in Annex F of the Shareholders' Agreement; and (B) Key Affiliate Employee Plan in excess of the threshold specified in Annex F of the Shareholders' Agreement. Provided that IFC's prior written consent under this Article 164(j) shall not be required in respect of the grant of options under the employee benefit schemes of Northgate and Landmark which results in a dilution of not more than fifteen per cent (15%) of Global Inc's shareholding in Northgate or Landmark; and
- (k) any grant of options under the Company Employee Plan or any Subsidiary Employee Plan or a Key Affiliate Employee Plan at a strike price which is lower than the Threshold Strike Price. Provided that IFC's prior written consent under this Article 164(l) shall not be required in respect of the grant of options under the employee benefit schemes of Northgate and Landmark at a price computed in accordance with the Valuation Benchmark.

The provisions of Article 164 shall have effect notwithstanding anything contained in the Articles (other than Article 166 and Article 168).

165. For as long as IFC holds any IFC Securities, the Company shall not and shall ensure that each of its Key Subsidiaries and Key Affiliates shall not take the following decisions or actions without the prior written consent of IFC:

- (a) amend or repeal the Articles or the articles of association of any Key Subsidiary or any Key Affiliate (as applicable): (A) in any material manner; and (B) in any way which may alter or change the rights, privileges or preferences of the IFC Securities, save and except the amendment of the articles of association of RAMCL as required under the joint venture arrangements between RAMCL, RSL and Invesco;
- (b) any alteration or change in the designations, powers, rights, preferences or privileges, or the qualifications, limitations or restrictions of the IFC Securities or allowing any Person (other than

IFC) terms or rights, privileges or preferences which are more favourable than those granted to IFC;

- (c) create, authorize or issue any Shares or Share Equivalents in the Company having a structural or legal preference over the IFC Securities with respect to any matter, including, without limitation, dividend rights, voting rights or liquidation preference;
- (d) any process of amalgamation, merger, consolidation, reconstitution, restructuring or similar transaction undertaken voluntarily by the Sponsors that results in the Sponsors (A) not holding a minimum of twenty six percent (26%) of the outstanding share capital of the Company on a Fully Diluted Basis free of all Liens; or (B) losing the right to appoint majority of the Directors on the Board; or (C) not being the single largest shareholders or group of shareholders of the Company;
- (e) any process of amalgamation, merger, consolidation, reconstitution, restructuring or similar transaction undertaken voluntarily by the Company that results in the Company (A) not holding a minimum of fifty one percent (51%) of the outstanding share capital of any Key Subsidiary on a Fully Diluted Basis; or (B) not holding a minimum of twenty six percent (26%) of the outstanding share capital of any Key Affiliate on a Fully Diluted Basis;
- (f) authorize or undertake any Liquidation Event;
- (g) any amendment, waiver or modification of (A) the agreements executed by RCSL with Religare Bullion Limited, RCL, RCML, RHICL, RSL, RFL and RAMCL for providing centralized corporate management services or (B) the agreement dated February 13, 2012 executed between the Company, RHC Holdings Private Limited and RCML. Provided that IFC's prior written consent under this Article 165(g) shall not be required in respect of the termination of the master services agreement dated November 9, 2011 between RCSL and RAMCL only if RSL confirms in writing to IFC that RSL shall execute or shall procure any of its Affiliates to execute an agreement with RAMCL for provision of shared services to RAMCL on an arm's length and most favoured basis;
- (h) any amendment, waiver or modification of any arrangement or agreement executed by the Company or any of its Subsidiaries or Affiliates (which are Controlled by the Company) with any Related Party (other than the Sponsors), prior to the date of the Shareholders' Agreement, where such amendment, waiver or modification is expected to result in an additional financial obligation of more than Rupees Five Crores (INR 5,00,00,000) or where such amendment, waiver or modification (together with all amendments, waiver or modifications of any single arrangement or agreement since the Subscription Date) is expected to result in an aggregate financial obligation of more than Rupees Ten Crores (INR 10,00,00,000). It is clarified that the Company shall be required to obtain prior written consent of IFC in relation to the amendment, waiver or modification of any agreement with any Employee Relative, only to the extent that the Company or its Subsidiaries are aware of the particulars of such Employee Relative;
- (i) any amendment, waiver or modification of any arrangement, agreement or obligation executed by the Company or any of its Subsidiaries or Affiliates (which are Controlled by the Company) with any of the Sponsors, prior to the date of the Shareholders' Agreement;
- (j) until such time as the RPT Sub-Committee is operationalized and the Related Party Transaction Policy is adopted by the Company, any new arrangement, transaction or agreement to be executed (A) by the Company with any of its Subsidiaries and (B) between the Subsidiaries.

Provided that IFC's prior written consent under Article 165(j) shall not be required in respect of (A) transactions between the Company and any of its Subsidiaries entered into on an arms' length basis; and (B) transactions between the Subsidiaries entered into on an arms' length basis, only if such transactions do not result and are not expected to result in the creation of impaired assets;

- (k) any change to the primary business of the Company or any of its Key Subsidiaries or any Key Affiliate; and
- (l) authorize or undertake any issuance of shares of the Company and/or Share Equivalents pursuant to the terms of the Business Partner Agreement;

The provisions of Article 165 shall have effect notwithstanding anything contained in the Articles (other than Article 166 and Article 168).

166. Notwithstanding anything contained in the Articles, the Company shall not provide its consent or affirmative vote to Religare Macquarie and Aegon Religare with respect to the actions specified in Article 164 and Article 165 (to the extent Religare Macquarie and Aegon Religare require the affirmative vote or the consent of the Company or its Subsidiaries for undertaking such actions) without obtaining the prior consent of IFC.

167. If an Affiliate or any other entity (i) is not a Key Affiliate on the date of the Shareholders' Agreement; and (ii) becomes a Key Affiliate at any time during the term of the Shareholders' Agreement, the Company shall make best efforts to ensure that such Key Affiliates do not take the actions specified in Article 164 and Article 165, without the prior written consent of IFC.

168. If RAMCL ceases to be a Subsidiary at any time during the term of the Shareholders' Agreement, the Company shall not provide its consent or affirmative vote to RAMCL with respect to the actions specified in Article 164 and Article 165 (to the extent RAMCL requires the affirmative vote or the consent of the Company or its Subsidiaries for undertaking such actions) without obtaining the prior consent of IFC.

169. a) For so long as IFC holds more than one percent (1%) of the outstanding issued and paid-up share capital of the Company on a Fully Diluted Basis and more than twenty five percent (25%) of the IFC Securities, IFC shall have the right to nominate one (1) Director (the "IFC Nominee Director") and the Sponsors shall, in accordance with Article 177, ensure that such nominee is promptly appointed as a Director.

b) The IFC Nominee Director shall be entitled to be a member of the: (i) audit committee; (ii) compensation/corporate governance and nominations/remuneration committee; (iii) shareholders and investor grievances committee; (iv) share allotment committee; (v) investment and borrowing committee; and (vi) other committees constituted by the Board from time to time in accordance with Applicable Law.

c) IFC may require the removal of the IFC Nominee Director at any time and shall be entitled to nominate another Person as the IFC Nominee Director in place of any IFC Nominee Director so removed. In the event of the resignation, retirement or vacation of office of the IFC Nominee Director, IFC shall be entitled, subject to this Article 169, to nominate another Person as the IFC Nominee Director in place of such IFC Nominee Director and the Company and the Sponsors shall, in accordance with Article 177, ensure, to the fullest extent of all rights and powers available to them, that such nominee is promptly appointed as a Director.

170. The Company shall indemnify each of the Directors to the maximum extent permitted under Applicable Law for any costs, expenses or liabilities incurred by each such Director in the course of, or in any way related to, his or her activities or his or her position as a Director. The provisions of Article 169 and 170 shall have effect notwithstanding anything contained in These presents.

171. Written notice of a meeting of the Board or a committee shall be sent to the address notified from time to time by the Directors and their alternates, if any, at least seven (7) days in advance of such meeting; provided that where, exceptionally, the Board or a committee of the Board is required to make a decision in circumstances in which the foregoing notice requirements cannot be observed, such notice requirements may be waived with the approval of the majority of the Directors (provided that such majority shall include the IFC Nominee Director), or in the case of a meeting of a committee of the Board, majority of the Directors on that committee (provided that such majority shall include the IFC Nominee Director).

172. An agenda setting out in detail the items of business proposed to be transacted at a meeting of the Board together with necessary information and supporting documents shall be circulated to each of the Directors and their alternates, if any. An agenda setting out in detail the items of business proposed to be transacted at a meeting of a committee of the Board together with necessary information and supporting documents shall be circulated to each of the Directors on that committee and their alternates, if any. The agenda, information and documents shall be circulated at least seven (7) days prior to the date of the relevant meeting; provided that where, exceptionally, the Board or a committee of the Board is required to make a decision in circumstances in which the foregoing notice requirements cannot be observed, such requirement to circulate agenda information and documents may be waived with the approval of the majority of Directors (provided that such majority shall include the IFC Nominee Director), or, in the case of a meeting of a committee of the Board, majority of the Directors on that committee (provided that such majority shall include the IFC Nominee Director). The provisions of Articles 171 and 172 shall have effect notwithstanding anything contained in These presents.

173. If the resolution proposed to be passed by circulation pertains to a matter listed in Article 164 and Article 165, then, notwithstanding anything contained in These presents, such circular resolution shall be valid and effective only if it has received prior written consent of IFC.

174. Any Director shall be entitled to participate in a meeting of the Board or a committee of the Board of which he or she is a member, at which he or she is not physically present, through tele-conference or by way of video conference facilities in compliance with Applicable Law (including the Act and the Information Technology Act, 2000).

175. More Favourable Rights

The Sponsors and the Company shall ensure that the rights granted to IFC pursuant to the Transaction Documents shall not be affected or altered or prejudiced by any rights offered to or any other Person investing in the Company after the date of the Shareholders' Agreement or to a Person co-investing with IFC.

176. Exit Opportunities under the Subsidiary Employee Plans

(a) The Company shall ensure that the Subsidiary Compensation Committees shall comprise of independent members at all times during the term of the Shareholders' Agreement. IFC shall have the right to appoint the IFC Nominee Director as a member of the Subsidiary Compensation Committees. In the event IFC wishes to exercise its aforesaid right, the Company shall take all such steps as required to facilitate the appointment of the IFC Nominee Director on the Subsidiary Compensation Committees.

(b) The Company shall ensure that the Subsidiary Compensation Committee shall authorize either of the following exit opportunities to the eligible employees of RSL, RFL, RHICL and RAMCL in accordance with their respective Subsidiary Employee Plans:

- (i) cash settlement of options and/or buyback of shares of such Subsidiary at the fair value of the underlying shares of such Subsidiary at the (A) fair value of the underlying shares of such Subsidiary as determined by an independent valuer appointed in consultation with IFC (in the event the Subsidiary Employee Scheme of such Subsidiary specifies that the repurchase of shares shall take place at fair market value); or (B) the lower of the Threshold Price or the fair market value of the underlying shares of such Subsidiary (in the event the Subsidiary Employee Scheme does not provide for cash settlement and/or buyback of options at the fair market value); and
- (ii) choice to swap the options and/or shares held by the eligible employees of such Subsidiary with options of the Company, any subsidiary of such Subsidiary or any listed group company of such Key Subsidiary.

177. The Company and each Sponsor shall exercise all such rights and powers as are available to it to ensure compliance with and to fully and effectually implement the provisions of the Transaction Documents, as promptly as reasonably possible, including without limitation, as required to cause the Company, each of the Key Subsidiaries and Key Affiliates to take all actions required to be taken by them under the Transaction Documents.

178. **Ownership and Share Retention**

- (a) On and from the Subscription Date till such time as IFC holds any IFC Securities, the Sponsors shall (i) collectively ensure that they are the single largest shareholders or group of shareholders of the Company; and (ii) ensure that they have the ability to appoint majority of the Directors on the Board.
- (b) On and from the expiry of twenty four (24) months from the Subscription Date till such time as IFC holds any IFC Securities, the Sponsors shall hold a minimum of twenty six percent (26%) of the outstanding share capital of the Company on a Fully Diluted Basis free of all Liens.
- (c) On and from the Subscription Date and until such time as the Sponsors hold a minimum of twenty six percent (26%) of the outstanding share capital of the Company on a Fully Diluted Basis free of all Liens, the Sponsors shall not create any Lien on the Shares or Share Equivalents of the Company (including the Sponsor Lock-in Shares). Provided that the Sponsors shall be permitted to create a Lien on the Shares and/or Share Equivalents held by them (other than the Sponsor Lock-in Shares):
 - i. if there is a requirement to top up an existing Lien on Shares and/or Share Equivalents to secure the loans obtained prior to the date of the Shareholders' Agreement ("Permitted Lien"); and
 - ii. if pursuant to a refinancing of a loan (obtained prior to the date of the Shareholders' Agreement), the Sponsor Lien Shares are required to be re-pledged to the new lender. It is clarified that the number of Shares and/or Share Equivalents proposed to be re-pledged pursuant to this Article 178 (c) shall in no circumstance exceed the number of Shares and/or Share Equivalents on which the pledge is released pursuant to the propose refinancing.

The creation of the Permitted Lien by the Sponsors is subject to compliance with the provisions of Article 178.

The provisions of Articles 178 to 180 and Articles 157 to 162 shall have effect notwithstanding anything inconsistent contained in the other provisions of These presents.

179. **Transfers by the Sponsors**

- a) Notwithstanding anything to the contrary contained in these Articles, the Sponsors shall not Transfer any Shares or Share Equivalents held by the Sponsors until the later of: (i) the expiry of six (6) months from the Subscription Date; and (ii) the time taken by the Sponsors' to meet the obligation of holding a minimum of twenty six percent (26%) of the outstanding share capital of the Company on a Fully Diluted Basis free of all Liens (as specified in Article 178(b) above), unless the Sponsors obtain a prior written consent from IFC in respect of such Transfer.

- b) Subject to Articles 178, 179 and 180, each of the Sponsors shall be entitled to transfer any Shares or Share Equivalents held by the Sponsors through (i) an open market transaction on the Relevant Markets; or (ii) a negotiated deal (whether on the Relevant Markets or otherwise) where the identity of the transferee is known (“Sponsor Negotiated Transfer”).
- c) In the event any of the Sponsors wish to transfer any Shares or Share Equivalents held by them through a Sponsor Negotiated Transfer (“Transferring Sponsor”) to any Person (other than IFC) (a “Buyer”), the Transferring Sponsor shall issue a notice in writing to IFC intimating IFC of (i) the material terms and conditions proposed by the Buyer in respect of the transfer; (ii) particulars of the Buyer; (iii) the number of Shares or Share Equivalents to be transferred and the consideration to be paid by the Buyer; (iv) the date on which the proposed transfer by the Transferring Sponsor shall take place (which shall be at least forty five (45) days from the date of issue of the Sponsor Transfer Notice); and (v) any other details as may be requested by IFC (“Sponsor Transfer Notice”).
- d) Each Sponsor which owns Shares in the Company or Share Equivalents indirectly through one (1) or more holding companies agrees that it will ensure that disposal of any interest in the Company or creation of any Lien on the Shares and/or Share Equivalents of the Company is consummated as a Transfer of the Shares or Share Equivalents in the Company, and not by a Transfer of any shares or Share Equivalents of any such holding company.

180. Restricted Transfers

(a) As long as IFC holds any IFC Securities:

- (i) the Relevant Parties (other than the Company) shall not Transfer any Shares in the Company or Share Equivalents to any of the individuals or entities named on (A) lists promulgated by the United Nations Security Council or its committees pursuant to resolutions issued under Chapter VII of the United Nations Charter; or (B) the World Bank Listing of Ineligible Firms (see www.worldbank.org/debarr); and
- (ii) Any Transfer made in breach of the provisions of the Articles (including Article 178 and this Article 180) shall be null and void.

(b) **Objectionable Entity for Transfers**

If the Sponsors intend to Transfer any Shares or Share Equivalents in favour of any Person, then where the identity of such Person is known to the Sponsors, the Sponsors and IFC shall consult each other for the purpose of determining whether such Person is or is not an Objectionable Entity. Notwithstanding anything to the contrary in the Articles, as long as IFC holds any IFC Securities, the Sponsors may Transfer any Shares or Share Equivalents in favour of a Person in compliance with the provisions of Articles 178, 179, 180 and Article 157, only if both IFC and the Sponsors agree that such Person is not an Objectionable Entity. It is clarified that if IFC and the Sponsors do not agree

that such Person is not an Objectionable Entity, then the Sponsors shall not be entitled to Transfer any Shares or Share Equivalents in favour of that Person. It is clarified that the above process shall be repeated for every Transfer of the Shares and/or Share Equivalents by the Sponsors, and the intimation by IFC that a Person is not an Objectionable Entity for a specific Transfer shall not be deemed to be applicable for future Transfers in favour of that Person. It is expressly clarified that the restrictions contained in this Article 180 shall not be applicable in cases where the identity of the purchaser is not known to the Relevant Parties or the Sponsors (as the case may be) at the time of the Transfer of Shares or Share Equivalents held by them in the Company.

DISPUTE RESOLUTION

181. Any dispute between the Company and the parties to the Shareholders' Agreement shall be resolved and governed by the procedure set forth in Section 8.04 of the Shareholders' Agreement.

CUBI PROVISIONS

182. The provisions of Articles 182 to 199 shall override anything to the contrary in any of the provisions of the Other Articles, and shall apply notwithstanding anything to the contrary contained in the Other Articles unless otherwise approved or agreed in writing by CUBI. For the purposes of this Article 182, Other Articles shall mean all Articles except Articles 153 to 199 (inclusive).

DEFINITIONS

183. Wherever used in Articles 182 to 199, the following terms shall have the following meanings:

"Acceptance Notice" has the meaning ascribed to such term in Article 198(c) (*Right of First Offer*);

"Accession Instrument" means a deed of adherence to the CUBI Shareholders' Agreement substantially in the form set forth in the CUBI Shareholders' Agreement;

"Accounting Standards" means the Indian generally accepted accounting principles (Indian GAAP) promulgated by the Institute of Chartered Accountants of India (ICAI), together with its pronouncements thereon from time to time and shall be deemed to include any alternate accounting principles including IFRS (as defined hereinafter) adopted/promulgated by the ICAI in place of and in lieu of the Indian GAAP;

"Additional Securities" has the meaning ascribed to such term in Article 196(c) (*Preemptive Right*);

"Affiliate" means with respect to any Person, any Person directly or indirectly Controlling, Controlled by or under common Control with, that Person;

"Applicable Law" means all applicable statutes, laws, ordinances, rules and regulations, including but not limited to, any license, permit or other governmental Authorization, in each

case as in effect from time to time;

“Authority” means any national, supranational, regional or local government, or governmental, statutory, regulatory, 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) or a self-regulatory organization;

“Authorization” means 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 to be given by failure to act within any specified time period and all corporate, creditors' and shareholders' approvals or consents;

“Balance Warrant Amount” means the INR equivalent of up to USD 21,000,000 payable by CUBI to the Company, if CUBI decides to convert the CUBI Warrants, at the time of conversion of the CUBI Warrants into Conversion Shares and allotment of the same to CUBI in accordance with the Transaction Documents;

“Banking Company” means a company which has a valid license to commence the business of banking in India as per the requirements of Applicable Law;

“Banking Guidelines” means Guidelines for Licensing of New Banks in the Private Sector, dated 22 February 2013, issued by the RBI, as amended or modified from time to time and any other related guidelines or regulations issued by any Authority;

“Board of Directors” or **“Board”** means the board of directors of the Company nominated and elected from time to time in accordance with Article 184 (*Board Composition*);

“Business” shall mean the business of providing merchant banking services, underwriting services, portfolio management services, investment advisory services, financial consultancy, stock and commodities broking services, asset management services, venture capital, custodian services, leasing and finance, housing finance, forex broking services, insurance services and any other existing and prospective financial services that the Company engages in or may engage in from time to time (whether directly or through its Subsidiaries and Key Affiliates);

“Business Alliance Agreement” means an agreement between CUBI and the Company which they may enter into in due course to find opportunities for work between the Parties in the areas of banking, wealth management, capital market and cross referral of clients to enhance the revenue opportunities for the Parties;

“Business Day” means a day when banks are open for business in New York, United States of America and New Delhi, India;

“Business Partner Agreement” means an agreement dated October 17, 2011 executed between RSL and the Company;

“Buyer” has the meaning ascribed to such term in Article 193(b); (*Transfer by the Sponsors*)

“Charter” or **“Charter Documents”** means the memorandum of association, the articles of association of the Company or, as applicable, any Key Subsidiary or, as applicable, any Key Affiliate;

“Closing Date” has the meaning ascribed to such term in the CUBI Shareholders’ Agreement;

“Company Employee Plan” means any stock option plan, which has been sponsored, contributed to or required to be contributed to by the Company for the benefit of any Person who performs or who has performed services for the Company;

“Control” means the power to direct the management or policies of a Person, directly or indirectly, whether through the ownership of shares or other securities, by contract or otherwise; provided that, in any event, the direct or indirect ownership of twenty-six per cent (26%) 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;

“Conversion Date” has the meaning ascribed to such term in Article 199(d)(i)(C);

“Conversion Notice” has the meaning ascribed to such term in Article 199(d)(i)(A);

“Conversion Period” has the meaning ascribed to such term in Article 199(b);

“Conversion Shares” means the fully paid equity shares of the Company having a face value of Rupees Ten (INR 10) each to be issued and allotted to CUBI upon conversion of CUBI Warrants in accordance with the provisions of the Subscription Agreement and the CUBI Shareholders’ Agreement, if CUBI decides to convert the CUBI Warrants;

“Country” means the Republic of India;

“CUBI” means CUBI India Ventures Pte. Ltd, a company incorporated under the laws of Singapore having its registered office at 1 Raffles Place, #28-02, One Raffles Place, Singapore 048616;

“CUBI Nominee Director” has the meaning ascribed to such term in Article 184 (*Board Composition*);

“CUBI Representative” has the meaning ascribed to such term in Article 184 (*Board Composition*);

“CUBI Securities” means collectively, the CUBI Shares and the CUBI Warrants, and includes the Conversion Shares;

“CUBI Shares” means 195,936 (One Lakh Ninety Five Thousand Nine Hundred and Thirty Six) fully paid equity shares of the Company having a face value of Rupees Ten (INR 10) each and bearing the rights as set forth in the CUBI Shareholders’ Agreement and these Articles;

“CUBI Subscription” means any subscription for the CUBI Warrants by CUBI in accordance with the terms of the Subscription Agreement;

“CUBI Warrants” means a minimum of 3,258,024 (Three Million Two Hundred and Fifty Eight Thousand and Twenty Four) warrants and up to 5,811,911 (Five Million Eight Hundred Eleven Thousand Nine Hundred and Eleven) warrants to be issued and allotted by the Company to CUBI with each warrant having a face value of INR 313.15 each and having the rights, preferences and privileges set forth in the Transaction Documents;

“Director” means an individual who is a member of the Board of the Company nominated and elected from time to time;

“Dollars” or **“\$”** or **“USD”** means the lawful currency of the United States of America;

“Effective Date” has the meaning ascribed to such term in the CUBI Shareholders’ Agreement;

“Eligible Sponsor” has the meaning ascribed to such term in Article 198(c) (*Right of First Offer*);

“Eligible Transferee” has the meaning ascribed to such term in Article 195(b); (*Transfers by CUBI and its Affiliates*)

“Employee Relative” means any relative of any Person who has within the past twelve (12) months served as a Director, officer or employee (whose cost to company package and other commercial dealings with the Company amounts to more than Rupees Two Crore (INR 2,00,00,000) per annum) of the Company or any of its Subsidiaries. Further, for the purpose of this definition, the term “relative” shall have the meaning ascribed to it in Accounting Standard 18 of the Accounting Standards;

“Equity Share Capital” means the equity share capital of the Company on a Fully-Diluted Basis;

“Existing RFL Investors” means collectively Avigo PE Investments Limited, Mauritius and NYLIM Jacob Ballas Indian Fund III LLC;

“Financial Year” means the accounting year of the Company commencing each year on April 1 and ending on the following March 31;

“Fully-Diluted Basis” means the number of equity shares of the Company, or other Person, as applicable, calculated as if the then issued and outstanding relevant Share Equivalents, or share equivalents of such other Person, as applicable, had been exercised in full;

“General Meeting” means either an extraordinary general meeting of the Company's shareholders or the annual general meeting of the Company's shareholders;

“IFC” means the International Finance Corporation, an international organization established by articles of agreement among its member countries including the Republic of India;

“IFC Banking Investment Right” means the right of IFC to invest in a Banking Company, as set out in the IFC Shareholders’ Agreement;

“IFC Shareholders’ Agreement” means the Shareholders' Agreement dated November 5, 2012 amongst IFC, the Sponsors and the Company;

“IFC Transaction Documents” means the IFC Shareholders' Agreement and the Subscription Agreement dated November 5, 2012 amongst IFC, the Sponsors and the Company;

“IFRS” means International Financial Reporting Standards, the principles based standards, adopted by the International Accounting Standards Board;

“Invesco” means Invesco Hong Kong Limited, a company organized under the laws of Hong Kong;

“Investor Entry Equity Valuation” has the meaning ascribed to such term in the CUBI Shareholders' Agreement;

“IRR” means the internal rate of return using XIRR function of microsoft excel;

“Issue Notice” has the meaning ascribed to such term in Article 196(b) (*Preemptive Right*);

“Key Affiliate” means, at the relevant time or times:

- (a) each Affiliate where, as of the end of the then most recently completed Financial Year:
 - (i) the present and future assets of such Affiliate account for more than five percent (5%) of the total consolidated assets of the Company; or
 - (ii) the present and future total revenue/income from such Affiliate accounts for more than five percent (5%) of the Company's total consolidated income;
- (b) the following named Affiliates whether or not they meet any of the conditions set forth in sub-section (a): (i) Aegon Religare Life Insurance Company Limited (**“Aegon Religare”**); and (ii) Religare Macquarie Wealth Management Limited (**“Religare Macquarie”**);

For the avoidance of doubt, any Affiliate of the Company that qualifies as a Key Subsidiary in terms of these Articles shall be considered excluded from the definition of Key Affiliate.

“Key Subsidiary” means, at the relevant time or times:

- (a) each Subsidiary where, as of the end of the then most recently completed Financial Year:
 - (i) the present and future assets of such Subsidiary account for more than five percent (5%) of the total consolidated assets of the Company; or
 - (ii) the present and future total revenue/income from such Subsidiary accounts for more than five percent (5%) of the Company's total consolidated income;
- (b) the following named Subsidiaries whether or not they meet any of the conditions set

forth in sub-section (a): (i) Religare Invesco Asset Management Company Private Limited (“**RIAMCPL**”); (ii) Religare Commodities limited (“**RCL**”); (iii) Religare Finvest Limited (“**RFL**”); (iv) Religare Global Asset Management Inc. (“**Global, Inc.**”); (v) Religare Health Insurance Company Limited (“**RHICL**”); and (vi) Religare Securities Limited (“**RSL**”);

“**Landmark**” means Landmark Partners LLC, a limited liability company incorporated under the laws of Delaware;

“**Lien**” means any mortgage, pledge, charge, assignment, encumbrance, hypothecation, security interest, title retention, preferential right, option (including call commitment), trust arrangement, right of set-off, counterclaim or banker's lien, privilege or priority of any kind having the effect of security, any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy or any preference of one creditor over another arising by operation of law;

“**Liquidation Event**” means any liquidation, winding up or bankruptcy, reorganization, composition with creditors or other analogous insolvency proceeding of the Company or any Key Subsidiary or any Key Affiliate (as applicable), whether voluntary or involuntary, or any petition presented or resolution passed for any such event or for the appointment of an insolvency practitioner;

“**New Securities**” has the meaning ascribed to such term in Article 196(f) (*Preemptive Right*);

“**Northgate**” means collectively Northgate Capital LLC and Northgate Capital L.P.;

“**Notification Date**” has the meaning ascribed to such term in Article 196(c) (*Preemptive Right*);

“**Offer Notice**” has the meaning ascribed to such term in Article 198(b) (*Right of First Offer*);

“**Offer Price**” has the meaning ascribed to such term in Article 198(b) (*Right of First Offer*);

“**Offering Period**” has the meaning ascribed to such term in Article 198(b) (*Right of First Offer*);

“**Person**” means any individual, 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;

“**Pro-rata Share**” means, with respect to any Shareholder, the total number of issued and outstanding Shares of the Company and Share Equivalents held by the relevant Shareholder, expressed as a percentage of the total number of Shares of the Company and Share Equivalents then issued and outstanding, calculated on an Fully-Diluted Basis;

“**QIPO**” shall mean an initial public offering of shares and/ or Share Equivalents of any Key Subsidiary and/ or Key Affiliate at a price per equity share that is equal to or greater than the Threshold Price;

“QCapitalRaise” means any issue of shares and/ or Share Equivalents of any Key Subsidiary and/ or any Key Affiliate (other than a rights offering) at a price per equity share that is equal to or greater than the Threshold Price;

“RBI” means Reserve Bank of India;

“RCML” means Religare Capital Markets Limited, a wholly owned Subsidiary of the Company;

“RCSL” means Religare Corporate Services Limited, a private company wholly owned and controlled by RHC Holdings Private Limited (i.e., a Sponsor Group entity);

“Related Party” means: (a) any Person that holds a material interest in the Company or any Subsidiary; (b) any Person in which the Company or any Subsidiary holds a material interest; (c) any Person that is otherwise an Affiliate of the Company; (d) any Person who serves (or has within the past twelve (12) months served) as a Director, officer or employee of the Company (other than employees whose cost to company package and other commercial dealings with the Company or its Subsidiaries amounts to less than Rupees Two Crore (INR 2,00,00,000) per annum); (e) any of the Sponsors; or (f) any Person who is a relative of any individual included in any of the foregoing.

For the purpose of this definition, “material interest” shall mean a direct or indirect ownership of shares representing at least five percent (5%) of the outstanding voting power or equity of the Company or any Subsidiary; Further, for the purpose of this definition, the term “relative”, when used in the context of (a) a Sponsor, shall have the meaning ascribed to it in Section 6 of the Companies Act, 1956; and (b) a Director, officer or an employee of the Company or its Subsidiaries, shall have the meaning ascribed to it in Accounting Standard 18 of the Accounting Standards;

“Related Party Transaction Policy” means the policy to regulate transactions between the Company and its Related Parties based on the IFC Shareholders’ Agreement and the Applicable Laws (including the provisions of clause 49 of the listing agreements executed between the Company and the Relevant Markets);

“Relevant Market” means the Bombay Stock Exchange Limited and/or the National Stock Exchange of India Limited, or any other reputable and internationally recognized automated quotation system(s) or stock exchange(s) on which the Shares of the Company and/or Share Equivalents are listed;

“Relevant Parties” means the Company and the Sponsors;

“RFO Closing Date” has the meaning ascribed to such term in Article 198(d) (*Right of First Offer*);

“RFO Transfer Shares” has the meaning ascribed to such term in Article 198(a) (*Right of First Offer*);

“RFO Notice” has the meaning ascribed to such term in Article 198(a) (*Right of First Offer*);

“RITCL” means Religare Invesco Trustee Company Private Limited;

“Rupees” or **“INR”** means the lawful currency of the Country;

“Sale Shares” has the meaning ascribed to such term in Article 197(b) (*Tag-Along Rights*);

“Selling Shareholder” has the meaning ascribed to such term in Article 197(a) (*Tag-Along Rights*);

“Shareholders” means collectively CUBI, the Sponsors and any other shareholder of the Company that is a party to the CUBI Shareholders’ Agreement or agrees to become party to the CUBI Shareholders’ Agreement pursuant to an Accession Instrument;

“Shares” means the equity shares of the Company having a face value of Rupees Ten (INR 10) each;

“Share Equivalents” means preferred shares, bonds, loans, warrants, options or other similar instruments or securities which are convertible into or exercisable or exchangeable for, or which carry a right to subscribe for or purchase, equity shares of the Company and/ or its Subsidiaries and/ or its Affiliates (as applicable) or any instrument or certificate representing a beneficial ownership interest in the equity shares of the Company and/ or its Subsidiaries and/ or its Affiliates (as applicable), including global depository receipts or American depository receipts;

“Sponsors” has the meaning ascribed to such term in the CUBI Shareholders’ Agreement;

“Sponsor Negotiated Transfer” has the meaning ascribed to such term in Article 193(a); (*Transfer by the Sponsors*)

“Sponsor Transfer Notice” has the meaning ascribed to such term in Article 193(b); (*Transfer by the Sponsors*)

“Stock Exchanges” means, the BSE Limited and/or the National Stock Exchange of India Limited, or any other reputable and internationally recognized automated quotation system(s) or stock exchange(s) on which the Shares of the Company and/or Share Equivalents are listed;

“Subscription Notice” has the meaning ascribed to such term in Article 196(c) (*Preemptive Right*);

“Subsequent Transferee” has the meaning ascribed to such term in Article 195(b)(v); (*Transfers by CUBI and its Affiliates*)

“Subsidiary” means with respect to the Company, an Affiliate more than fifty per cent (50%) of whose capital is owned, directly or indirectly, by the Company;

“Subsidiary Employee Plan” means any stock option plan, which has been sponsored, contributed to or required to be contributed to by the relevant Key Subsidiary for the benefit of any Person who performs or who has performed services for such Key Subsidiary;

“Tag Along Notice” has the meaning ascribed to such term in Article 197(b) (*Tag-Along Rights*);

“Tag Period” has the meaning ascribed to such term in Article 197(b) (*Tag-Along Rights*);

“Tax” or **“Taxes”** means, any present or future taxes (including stamp taxes), withholding obligations, duties and other charges of whatever nature levied by any Authority;

“Third Party” has the meaning ascribed to such term in Article 198(a) (*Right of First Offer*);

“Threshold Strike Price” means, in relation to a Key Subsidiary or a Key Affiliate, the strike price (duly adjusted for any subsequent bonus issue, stock split or other share re-organization) that provides an IRR of at least twenty percent (20%) per annum on the Investor Entry Equity Valuation of such Key Subsidiary or Key Affiliate, starting from the date of subscription of CUBI Securities by CUBI as per the Subscription Agreement;

“Total CUBI Holding” means, the total number of Shares and Share Equivalents that are held by CUBI along with its Affiliates in the share capital of the Company until the Closing Date, as at the Effective Date, and on or after the Closing Date as at the Closing Date;

“Transaction Documents” has the meaning ascribed to such term in the CUBI Shareholders’ Agreement;

“Transfer” means to transfer, sell, convey, 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, and **“Transferring”** and **“Transferred”** have corresponding meanings;

“Transferring Sponsor” has the meaning ascribed to such term in Article 193(b) (*Transfer by the Sponsors*);

“Trigger Event” has the meaning ascribed to such term in Article 197(a); (*Tag-Along Rights*)

“Trigger Notice” has the meaning ascribed to such term in Article 197(a); (*Tag-Along Rights*)

“Unpurchased Securities” has the meaning ascribed to such term in Article 196(d) (*Preemptive Right*); and

“Valuation Benchmark” means with respect to Northgate, the revenue multiple of 4.0x and with respect to Landmark, EV/EBITDA multiple of 8.9x.

CORPORATE GOVERNANCE

184. Board Composition

- (a) Upon the conversion of all the CUBI Warrants into Conversion Shares, CUBI shall have the right to nominate one (1) Director (the **“CUBI Nominee Director”**) and the Sponsors shall, in accordance with the CUBI Shareholders Agreement, procure that such nominee is promptly appointed as a Director, subject to such nomination being reviewed and approved by the nomination committee of the Board.

- (b) The CUBI Nominee Director may be nominated and appointed as a member of any of the committees of the Board, at the option and sole discretion of the nomination committee of the Board.
- (c) The Company shall maintain directors and officers liability insurance for an amount and on terms it deems appropriate and shall indemnify each of the Directors to the maximum extent permitted under Applicable Law for any cost, expenses or liabilities incurred by each such Director in the course of, or in any way related to, his or her activities or his or her position as a Director.
- (d) The reasonable costs incurred by the CUBI Nominee Director in attending a meeting of the Board or a committee or a General Meeting (including the costs of business class air travel, accommodation and attendance) shall be reimbursed by the Company.
- (e) Until all the CUBI Warrants have been converted into Conversion Shares, the Board may, at its sole discretion, invite a representative of CUBI ("**CUBI Representative**") as a special invitee to attend meetings of the Board, strictly as an observer, subject to the CUBI Representative executing a confidentiality agreement and adhering to all Applicable Laws including in relation to confidentiality and prohibition of insider trading and unfair trade practices and the CUBI Representative not being entitled to vote.
- (f) Upon conversion of RFL into a Banking Company and CUBI having converted all the CUBI Warrants into Conversion Shares, subject to RFL applying for and obtaining an approval under Applicable Law for expanding its board of directors to 15 members, which the Company shall endeavor to procure, CUBI will have the right to nominate the CUBI Representative on the board of directors of RFL on behalf of the Company, and the Company and the Sponsors shall, in accordance with the CUBI Shareholders Agreement, procure that such CUBI Representative is promptly appointed on the board of directors of RFL.
- (g) In the event that the Company establishes a committee for the purposes of advising RFL in relation to its application to RBI for conversion into a Banking Company, CUBI will have the right to nominate the CUBI Representative as a member of such advisory committee; and the Company and the Sponsors shall, in accordance with the CUBI Shareholders Agreement, procure that such CUBI Representative is promptly appointed on such a committee.

185. **Quorum at Board Meetings**

Any Director shall be entitled to participate in a meeting of the Board or a committee of which he or she is a member, at which he or she is not physically present, through teleconference or by way of video conference facilities in compliance with Applicable Law (including the Companies Act, 1956 and the Information Technology Act, 2000).

186. **Procedure of the Board**

- (a) Upon the CUBI Nominee Director being appointed, written notice of each meeting of the

Board shall be given to all the Directors and their alternates, if any. Written notice of each meeting of a committee of the Board shall be given to all directors on that committee and their alternates, if any. Written notice of the meeting under this Article 186(a) shall be sent by email to the Directors or their alternates, if any, at least seven (7) days in advance of such meeting (with originals to be dispatched within such seven (7) day period); provided that where, exceptionally, the Board or a committee of the Board is required to make a decision in circumstances in which the foregoing notice requirements cannot be observed, such notice requirements may be waived with the approval of the majority of the Directors (provided that if CUBI has become entitled to the rights under Article 189 (*CUBI Consent Rights*), such majority shall include the CUBI Nominee Director) or in the case of a meeting of a committee of the Board majority of the Directors on that committee (provided that such majority shall include the IFC Nominee Director and if CUBI has become entitled to the rights under Article 189 (*CUBI Consent Rights*), such majority shall include the CUBI Nominee Director).

- (b) An agenda setting out in detail the items of business proposed to be transacted at a meeting of the Board together with necessary information and supporting documents shall be circulated to each of the Directors and their alternates, if any. An agenda setting out in detail the items of business proposed to be transacted at a meeting of a committee of the Board together with necessary information and supporting documents shall be circulated to each of the Directors on that committee and their alternates, if any. The agenda, information and documents shall be circulated at least seven (7) days prior to the date of the relevant meeting; provided that where, exceptionally, the Board or a committee of the Board is required to make a decision in circumstances in which the foregoing notice requirements cannot be observed, such requirement to circulate agenda information and documents may be waived with the approval of the majority of the Directors (provided that if CUBI has become entitled to the rights under Article 189 (*CUBI Consent Rights*), such majority shall include the CUBI Nominee Director), or, in the case of a meeting of a committee of the Board, majority of the Directors on that committee (provided that such majority shall include the IFC Nominee Director and if CUBI has become entitled to the rights under Article 189 (*CUBI Consent Rights*), such majority shall include the CUBI Nominee Director).
- (c) If CUBI has become entitled to the rights under Article 189 (*CUBI Consent Rights*) and if the resolution proposed to be passed by circulation pertains to a matter listed in Article 189 (*CUBI Consent Rights*), then such circular resolution shall be valid and effective only if it has received prior written consent of CUBI.

187. **Resolution by Circulation or Written Consent**

- (a) Subject to Applicable Law, the Board may take decisions through resolutions by circulation. No resolution shall be deemed to have been duly passed by the Board or a committee of the Board by circulation or written consent, unless the resolution has been circulated in draft form, together with the information required to make a fully informed good faith decision with respect to such resolution and appropriate documents required to evidence passage of such resolution, if any, to all Directors or to all the Directors on the relevant committee by email (with originals to follow), and has been approved in

writing by majority of the Directors entitled to vote on the resolution. Provided that if CUBI has become entitled to the rights under Article 189 (*CUBI Consent Rights*) and if the resolution proposed to be passed by circulation pertains to a matter listed in Article 189 (*CUBI Consent Rights*), then such circular resolution shall be valid and effective only if it has received prior written consent of CUBI.

188. General Meetings

- (a) Not less than twenty one (21) days' prior written notice of all General Meetings shall be given to the Shareholders at their respective addresses notified by them to the Company in writing. Provided that where, exceptionally, the Shareholders are required to make a decision in circumstances in which the foregoing notice requirements cannot be observed, a General Meeting may be convened at shorter notice in accordance with the prescribed process under Applicable Law and the Charter.
- (b) An agenda and accompanying materials setting out the business proposed to be transacted at a General Meeting shall be circulated by the Company to the Shareholders at the same time as the notice referred to in the above Article 188(a).
- (c) The Board shall provide the Company's previous Financial Year's audited financial statements to all Shareholders at least twenty one (21) days before the General Meeting which is held to approve and adopt such audited financial statements.

CUBI CONSENT RIGHTS

189. Subject to provisions of Articles 190 and 192, as long as CUBI along with its Affiliates holds at least two percent (2%) of the Equity Share Capital and at least fifty percent (50%) of the Total CUBI Holding, and IFC loses its rights or fails/ceases or is ineligible as may be applicable, to exercise their rights under the IFC Transaction Documents and these Articles including the consent rights or the IFC Transaction Documents are terminated or deemed to be terminated for any reason whatsoever in respect of the following matters, the Company shall not and shall ensure that its Key Subsidiaries and Key Affiliates shall not take the following decisions or actions without the prior written consent of CUBI (For the avoidance of doubt, IFC will be deemed to have lost its rights under the IFC Transaction Documents and these Articles notwithstanding the survival of the IFC Banking Investment Right):

- (a) authorize or undertake any arrangement for the disposal of: (i) twenty five percent (25%) or more of the assets of the Company or any Key Subsidiary or any Key Affiliate, whether in one or a series of transactions; or (ii) any shares of any Subsidiary that results in the Company owning (directly or indirectly) less than fifty one percent (51%) of any Key Subsidiary; or (iii) any shares of any Affiliate that results in the Company owning (directly or indirectly) less than twenty six percent (26%) of any Key Affiliate (unless such arrangement is undertaken to meet the requirements of the Applicable Law, provided that the Company issues a written notice to CUBI providing information as CUBI may

require in respect of such arrangement. Provided further that CUBI's prior written consent under this Article 189(a) shall not be required in respect of the (A) transfer of RSL's shareholding in RIAMCPL and RITCL pursuant to the exercise of a call option by Invesco; and (B) transfer of RSL's shareholding in RIAMCPL and RITCL upon the exercise of the shoot-out mechanism by Invesco, as specified under the joint venture arrangements between Invesco, RITCL, RIAMCPL and RSL;

- (b) authorize or undertake any delisting of the Shares or Share Equivalents of the Company or shares or Share Equivalents of any Key Affiliate/Key Subsidiary;
- (c) any initial public offering of any Key Subsidiary and/or any Key Affiliate (save and except Aegon Religare) which is not a QIPO;
- (d) any issue of shares or Share Equivalents (other than a rights offering) by any Key Subsidiary and/or any Key Affiliate which is not a QCapitalRaise. Provided that CUBI's prior written consent under this Article 189(d) shall not be required in respect of (A) any issue of shares or Share Equivalents of Northgate or Landmark which results in a dilution of not more than fifteen per cent (15%) of Religare Global Asset Management Inc.'s shareholding in Northgate or Landmark; and (B) issuance of Share Equivalents of RIAMCPL to Invesco in the event Invesco exercises its right to subscribe to such Share Equivalents for an aggregate consideration which is equivalent to the minimum amount that Invesco is required to capitalize RIAMCPL under the Applicable Laws;
- (e) authorize or undertake any reduction of capital or repurchase of shares and/or Share Equivalents. Provided that CUBI's prior written consent under this Article 189(e) shall not be required in respect of (A) the reduction of capital or repurchase of shares and/or Share Equivalents pursuant to the Company Employee Plan or any Subsidiary Employee Plan at the repurchase price computed in accordance with the Charter; and (B) the reduction of capital or repurchase of shares and/or Share Equivalents of Northgate and Landmark at the repurchase price computed in accordance with the Valuation Benchmark;
- (f) the sale, transfer or assignment of all or substantially all of the intellectual property rights (including those relating to copyrights, trademarks, patents and designs) of the Company or any of its Key Subsidiaries or any Key Affiliates;
- (g) a new investment in any of the existing financial services activities (other than consumer financing, investment banking and capital markets) undertaken by the Company, its Subsidiaries and/or Key Affiliates, where such investment is more than ten percent (10%) of the Company's consolidated net worth, in excess of the amounts set forth in the CUBI Shareholders' Agreement;
- (h) any new investment in the business of (A) consumer financing; and (B) investment banking and capital markets;

- (i) any investment of more than five percent (5%) of the Company's consolidated net worth in any new financial services business which is currently not undertaken by the Company or any of its Subsidiaries or Key Affiliates;
- (j) any grant of options under the (A) Company Employee Plan or any Subsidiary Employee Plan in excess of the percentage of the issued and paid-up share capital on a Fully Diluted Basis of the Company and/or such Key Subsidiary as specified in the CUBI Shareholders' Agreement; and (B) Key Affiliate Employee Plan in excess of the thresholds specified in the CUBI Shareholders' Agreement. Provided that CUBI's prior written consent under this Article 189(j) shall not be required in respect of the grant of options under the employee benefit schemes of Northgate and Landmark which results in a dilution of not more than fifteen per cent (15%) of Religare Global Asset Management Inc's shareholding in Northgate or Landmark;
- (k) any grant of options under the Company Employee Plan or any Subsidiary Employee Plan or a Key Affiliate Employee Plan at a strike price which is lower than the Threshold Strike Price. Provided that CUBI's prior written consent under this Article 189(k) shall not be required in respect of the grant of options under the employee benefit schemes of Northgate and Landmark at a price computed in accordance with the Valuation Benchmark.
- (l) amend or repeal the Articles or the articles of association of any Key Subsidiary or any Key Affiliate (as applicable): (A) in any material manner; and (B) in any way which may alter or change the rights, privileges or preferences of the CUBI Securities, save and except the amendment of the articles of association of RIAMCPL as required under the joint venture arrangements between RIAMCPL, RSL and Invesco;
- (m) any alteration or change in the designations, powers, rights, preferences or privileges, or the qualifications, limitations or restrictions of the CUBI Securities or allowing any Person (other than CUBI) terms or rights, privileges or preferences (other than the price) which are more favourable than those granted to CUBI;
- (n) create, authorize or issue any Shares or Share Equivalents in the Company having a structural or legal preference over the CUBI Securities with respect to any matter, including, without limitation, dividend rights, voting rights or liquidation preference;
- (o) any process of amalgamation, merger, consolidation, reconstitution, restructuring or similar transaction undertaken voluntarily by the Sponsors that results in the Sponsors (A) not holding a minimum of twenty six percent (26%) of the outstanding share capital of the Company on a Fully Diluted Basis free of all Liens; or (B) losing the right to appoint majority of the Directors on the Board; or (C) not being the single largest shareholders or group of shareholders of the Company;

- (p) any process of amalgamation, merger, consolidation, reconstitution, restructuring or similar transaction undertaken voluntarily by the Company that results in the Company (A) not holding a minimum of fifty one percent (51%) of the outstanding share capital of any Key Subsidiary on a Fully Diluted Basis; or (B) not holding a minimum of twenty six percent (26%) of the outstanding share capital of any Key Affiliate on a Fully Diluted Basis;
 - (q) authorize or undertake any Liquidation Event;
 - (r) any amendment, waiver or modification of (A) the agreements executed by RCSL with Religare Bullion Limited, RCL, RCML, RHICL, RSL and RFL for providing centralized corporate management services or (B) the agreement dated February 13, 2012 executed between the Company, RHC Holdings Private Limited and RCML.
 - (s) any amendment, waiver or modification of any arrangement or agreement executed by the Company or any of its Subsidiaries or Affiliates (which are Controlled by the Company) with any Related Party (other than the Sponsors), prior to September 12, 2013, where such amendment, waiver or modification is expected to result in an additional financial obligation of more than Rupees Five Crores (INR 5,00,00,000) or where such amendment, waiver or modification (together with all amendments, waiver or modifications of any single arrangement or agreement since the date on which the CUBI Securities have been subscribed to by CUBI as per the terms of the Subscription Agreement) is expected to result in an aggregate financial obligation of more than Rupees Ten Crores (INR 10,00,00,000). It is clarified that the Company shall be required to obtain prior written consent of CUBI in relation to the amendment, waiver or modification of any agreement with any Employee Relative, only to the extent that the Company or its Subsidiaries are aware of the particulars of such Employee Relative;
 - (t) any amendment, waiver or modification of any arrangement, agreement or obligation executed by the Company or any of its Subsidiaries or Affiliates (which are Controlled by the Company) with any of the Sponsors, prior to September 12, 2013;
 - (u) any change to the primary business of the Company or any of its Key Subsidiaries or any Key Affiliate;
 - (v) authorize or undertake any issuance of shares of the Company and/or Share Equivalents pursuant to the terms of the Business Partner Agreement; and
 - (w) Any amendment to the Related Party Transaction Policy other than increase in the thresholds by up to thirty percent (30%) at the beginning of every Financial Year.
190. As long as CUBI along with its Affiliates holds at least two percent (2%) of the Equity Share Capital and at least fifty percent (50%) of the Total CUBI Holding, and IFC loses its

rights or fails/ceases or is ineligible as may be applicable to exercise their rights under the IFC Transaction Documents and these Articles or the IFC Transaction Documents are terminated or deemed to be terminated for any reason whatsoever, in respect of the matters listed at Article 189 above, the Company shall not provide its consent or affirmative vote to Religare Macquarie and Aegon Religare with respect to the actions specified in Article 189 (to the extent Religare Macquarie and Aegon Religare require the affirmative vote or the consent of the Company or its Subsidiaries for undertaking such actions) without obtaining the prior consent of CUBI. For the avoidance of doubt, IFC will be deemed to have lost its rights under the IFC Transaction Documents and these Articles notwithstanding the survival of the IFC Banking Investment Right.

191. It is clarified that if an Affiliate or any other entity (i) is not a Key Affiliate as on September 12, 2013; and (ii) becomes a Key Affiliate at any time during the term of the CUBI Shareholders' Agreement, and in the event that Article 189 becomes applicable, the Company shall make best efforts to ensure that such Key Affiliates do not take the actions specified in Article 189, without the prior written consent of CUBI.

192. If RIAMCPL ceases to be a Subsidiary at any time during the term of the CUBI Shareholders' Agreement and in the event that Article 189 becomes applicable, the Company shall not provide its consent or affirmative vote to RIAMCPL with respect to the actions specified in Article 189 (to the extent RIAMCPL requires the affirmative vote or the consent of the Company or its Subsidiaries for undertaking such actions) without obtaining the prior consent of CUBI.

FURTHER ISSUE AND TRANSFER OF SECURITIES

193. **Transfer by the Sponsors**

- (a) Subject to Articles 194, 178, 179 and 180, each of the Sponsors shall be entitled to transfer the Share or Share Equivalents held by the Sponsors through: (i) an open market transaction on the Relevant Markets; or (ii) a negotiated deal (whether on the Relevant Markets or otherwise) where the identity of the transferee is known ("**Sponsor Negotiated Transfer**").
- (b) In the event any of the Sponsors wish to transfer any Shares or Share Equivalents held by them through a Sponsor Negotiated Transfer ("**Transferring Sponsor**") to any Person (other than CUBI)(a "**Buyer**"), the Transferring Sponsor shall issue a notice in writing to CUBI intimating CUBI of: (i) the material terms and conditions proposed by the Buyer in respect of the transfer; (ii) particulars of the Buyer; (iii) the numbers of Shares or Share Equivalents to be transferred and the consideration to be paid by the Buyer; (iv) the

date on which the Proposed Transfer by the Transferring Sponsor shall take place (which shall be at least forty five (45) days from the date of issue of Sponsor Transfer Notice); and (v) any other details as may be requested by CUBI ("**Sponsor Transfer Notice**").

- (c) Each Sponsor which owns Shares in the Company or Share Equivalents indirectly through one (1) or more holding companies agrees that it will ensure that disposal of any interest in the Company or creation of any Lien on the Shares and/or Share Equivalents of the Company is consummated as a Transfer of the Shares or Share Equivalents in the Company, and not by a Transfer of any shares or Share Equivalents of any such holding company.
- (d) If however, IFC provides the Relevant Parties with a waiver to the transfer set out in this Article 193, then the same shall be construed as a deemed waiver by CUBI of the restrictions set out in this Article 193.
- (e) The provisions contained in Articles 193, 194 and 197 pertaining to transfer of Shares or Share Equivalents held by the Sponsors shall be subject to compliance with the relevant provisions contained in Articles 153 to 181.

194. **Restricted Transfers**

As long as CUBI along with its Affiliates holds at least two percent (2%) of the Equity Share Capital and at least fifty percent (50%) of the Total CUBI Holding:

- (a) The Relevant Parties (other than the Company) shall not Transfer any Shares in the Company or Share Equivalents to any of the individuals or entities named on (A) lists promulgated by the United Nations Security Council or its committees pursuant to resolutions issued under Chapter VII of the United Nations Charter; or (B) of the World Bank Listing of Ineligible Firms (see www.worldbank.org/debarr);
- (b) Any Transfer made in breach of these Articles (including this Article 194) shall be null and void; and
- (c) If however, IFC provides the Relevant Parties with a waiver to the restrictions set out in this Article 194, then the same shall be construed as a deemed waiver by CUBI of the restrictions set out in this Article 194.

195. **Transfers by CUBI and its Affiliates**

- (a) CUBI shall be entitled to transfer any Shares or Share Equivalents held by it in the Company through (i) an open market transaction on the Relevant Markets; or (ii) to any of its Affiliate(s), and such transfers shall not be subject to the provisions of Article 198 (*Right of First Offer*).
- (b) Assignment of rights and obligations by CUBI and Eligible Transferee
 - (i) In the event CUBI proposes to transfer forty percent (40%) or more of the Total CUBI Holding to an Affiliate ("**Eligible Transferee**"), CUBI shall be entitled to assign to such Eligible Transferee all of its rights and obligations set forth under

the Transaction Documents.

- (ii) CUBI shall, as a condition of the proposed transfer to the Eligible Transferee, require the Eligible Transferee to execute an Accession Instrument. The Accession Instrument shall restrict the Eligible Transferee from transferring the Shares and/or Share Equivalents held by it to any entity which is not an Affiliate of CUBI.
- (iii) CUBI shall be entitled to exercise its rights under the Transaction Documents to the extent the same are available to it under the Transaction Documents, pursuant to the above transfer.
- (iv) Provided that, CUBI shall not be entitled to (A) exercise any rights under the CUBI Shareholders' Agreement and these Articles once such rights are assigned by it to any of its Affiliates; (B) exercise its rights under Article 189 (*CUBI Consent Rights*) if it does not along with its Affiliates, hold at least two percent (2%) of the Equity Share Capital and at least fifty percent (50%) of the Total CUBI Holding, and if IFC does not lose its rights or fails/ceases or becomes ineligible as may be applicable or the IFC Transaction Documents are terminated or deemed to be terminated for any reason whatsoever, under the IFC Transaction Documents and these Articles; and (C) appoint the CUBI Nominee Director in the event CUBI assigns its rights under Article 184 (*Board Composition*), Article 186 (*Procedures of the Board*) to an Affiliate and Section 2.02 of the CUBI Shareholders' Agreement. For the avoidance of doubt, IFC will be deemed to have lost its rights under the IFC Transaction Documents and these Articles notwithstanding the survival of the IFC Banking Investment Right.

(i) Exercise of rights and obligations by the Eligible Transferee or its assignees

- A. The Eligible Transferee(s) shall be entitled to exercise the rights assigned to it by CUBI and further assign such rights to an Affiliate of CUBI ("**Subsequent Transferee**"), only if such Eligible Transferee holds and continues to hold fifty percent (50%) of the Shares and Share Equivalents transferred by CUBI to such Eligible Transferee.
- B. Upon the assignment of rights and obligations by the Eligible Transferee to a Subsequent Transferee (in the manner set forth in Article 195(b)(vi) below), such Subsequent Transferee shall be entitled to exercise the rights transferred to it, only if such Subsequent Transferee holds and continues to hold fifty percent (50%) of the Shares and Share Equivalents transferred to it by the Eligible Transferee.

(ii) Further assignment of rights and obligations

The Parties agree and acknowledge that assignment of rights and obligations under the Transaction Documents by any Eligible Transferee to the Subsequent Transferee shall be effective, only if:

- A. The Subsequent Transferee has executed an Accession Instrument, as a condition of the aforesaid assignment;
- B. Pursuant to the proposed assignment, the Subsequent Transferee holds and continues to hold fifty percent (50%) of the Shares and Share Equivalents to be transferred to such Subsequent Transferee.
- (iii) Provided that only one Person (whether the (i) Eligible Transferee; or (ii) Subsequent Transferee) shall be entitled to exercise all (but not less than all) the rights and obligations assigned pursuant to Article 195(b)(vi).
- (iv) In the event that an Affiliate of CUBI acquiring the Shares and Share Equivalents under this Article 195 ceases to be an Affiliate of CUBI, CUBI undertakes to cause the transfer of all the Shares and Share Equivalents held by such Affiliate to CUBI or to another Affiliate of CUBI.

196. **Preemptive Right**

- (a) CUBI shall have the right to purchase its Pro-rata Share of New Securities (as defined below) in the manner set out below.
- (b) If the Company proposes to issue New Securities (whether by way of a rights issue or otherwise), it shall give CUBI written notice of its intention, describing the New Securities, their price, and their general terms of issuance, and specifying CUBI's Pro-rata Share of such issuance (the "**Issue Notice**"). In the event the Issue Notice is delivered to CUBI pursuant to a proposed rights issue, the Sponsors shall ensure that the Pro-rata Shares of the New Securities are offered to CUBI as a part of such rights issue or by way of a preferential allotment or in any other manner permitted by Applicable Law (to the satisfaction of CUBI).
- (c) CUBI shall have thirty (30) days after any such notice is delivered (the "**Notification Date**") to give the Company written notice that it agrees to purchase part or all of its Pro-rata Share of the New Securities for the price and on the terms specified in the Issue Notice (the "**Subscription Notice**"). CUBI may also notify the Company in the Subscription Notice that it is willing to buy a specified number of the New Securities in excess of its Pro-rata Share of such issuance ("**Additional Securities**") for the price and on the terms specified in the Issue Notice. For the avoidance of doubt, the Company shall not issue any New Securities until after the Notification Date.
- (d) If CUBI has indicated that it is willing to buy Additional Securities, the Company shall give CUBI written notice of the total number of New Securities not taken up by other shareholders of the Company ("**Unpurchased Securities**") within five (5) days of the expiry of the thirty (30) day period referred to in Article 196(c). Such notice shall specify the particulars of the payment process for the New Securities to be purchased by CUBI pursuant to the Subscription Notice.
- (e) On the thirtieth (30th) Business Day after expiry of the thirty (30) day period referred

to in Article 196(c):

- (i) CUBI shall subscribe for the number of its Pro-rata Shares specified in the Subscription Notice;
 - (ii) if CUBI has indicated that it is willing to buy Additional Securities, CUBI shall, without obtaining the consent of the Sponsors, subscribe for the lower of the number of Additional Securities and the number of Unpurchased Securities;
 - (iii) CUBI shall pay the relevant consideration to the Company; and
 - (iv) the Company shall issue to CUBI a duly stamped letter of allotment for the Shares and/or Share Equivalents issued to CUBI under this Article 196(e) and intimate the registrar and share transfer agent for recording CUBI as the legal and beneficial owner of the Shares and/or Share Equivalents issued under this Article 196(e) in the register of beneficial owners of the Company's depository;
- (f) **"New Securities"** shall mean any Shares of the Company or any Share Equivalents, including already existing Shares of the Company; provided, that the term **"New Securities"** does not include:
- (i) equity shares (or options to purchase equity shares) issued or issuable to officers, Directors and employees of, or consultants to, the Company pursuant to a Company Employee Plan that has been approved by the Board of Directors;
 - (ii) equity shares issuable upon the exercise or conversion of Share Equivalents in existence as of September 12, 2013;
 - (iii) equity shares issued or issuable in connection with a bonus issue, any stock split or consolidation, sub division or other share reorganisation or stock dividend of the Company; and
 - (iv) equity shares issued or issuable in connection with merger, demerger, amalgamation or other similar corporate action.

197. **Tag-Along Rights**

- (a) Subject to the requirements under Articles 193, if one or more Sponsors (**"Selling Shareholder(s)"**) propose to undertake a Sponsor Negotiated Transfer, such that the Sponsor Negotiated Transfer results in a change in Control of the Company (**"Trigger Event"**), CUBI shall have the right (but not an obligation) to participate in such transfer by selling all (and not some) of the Shares and Share Equivalents held by it in the Company in accordance with the succeeding provisions. Within fifteen (15) days of the occurrence of the Trigger Event, the Selling Shareholder(s) undertake to issue a written notice to CUBI informing them of the proposal to undertake the Sponsor Negotiated Transfer (**"Trigger Notice"**).

- (b) Within twenty five (25) days of the receipt of the Trigger Notice by CUBI (the “**Tag Period**”), CUBI may, at its option, send a notice (the “**Tag Along Notice**”) to the Selling Shareholder(s) requiring the Selling Shareholder(s) to cause the Buyer to purchase all (and not some) of the Shares and Share Equivalents held by CUBI along with its Affiliates at such time (“**Sale Shares**”). The Selling Shareholder(s) shall cause the Buyer to purchase the Sale Shares on terms no less favourable than those offered by the Buyer to the Selling Shareholder(s). It is clarified that the tag rights may be exercised in relation to Shares and Share Equivalents held by CUBI and/or any Affiliate(s) of CUBI.
- (c) For the avoidance of doubt, CUBI shall not be obligated to pay any fees or deal expenses of the Selling Shareholder(s) or of any other Person in connection with the exercise of its rights under this Article 197.
- (d) CUBI and/ or its Affiliates (or be required to make) shall not be required to make any representation and warranty to the Buyer, other than as to good title to the Sale Shares, absence of Liens with respect to the Sale Shares, customary representations and warranties concerning CUBI’s and/ or its Affiliates’ power and authority to undertake the proposed transfer, and the validity and enforceability of CUBI’s and/ or its Affiliates’ obligations in connection with the proposed transfer.
- (e) For the avoidance of doubt, CUBI’s rights under this Article 197 to transfer the Sale Shares shall apply regardless of whether the Sale Shares are of the same class or type of Shares of the Company or Share Equivalents which the Selling Shareholder(s) propose to transfer provided that to the extent such a difference in class or type exists, the consideration payable to CUBI and its Affiliates for the Sale Shares shall be calculated as if all Shares of the Company and Share Equivalents held by the Selling Shareholder(s) and the Sale Shares had been converted into Shares of the Company on the date immediately prior to the date of the Trigger Notice (to the extent not already in the form of Shares of the Company) at the conversion price which would be applicable on such date had such conversion occurred on such date.
- (f) On the twentieth (20th) day from the expiration of the Tag Period, the Selling Shareholder(s) shall transfer to the Buyer the Shares and/or Share Equivalents originally proposed to be transferred, upon the terms and conditions (including consideration for the transfer) specified in the Trigger Notice. If the tag right has been exercised by CUBI in terms of this Article 197, then the Selling Shareholder(s) shall give CUBI at least ten (10) Business Days’ notice of the proposed date of the transfer and CUBI along with its Affiliates shall transfer the Sale Shares to the Buyer at the same time upon the terms and conditions (including consideration for the transfer) specified in the Trigger Notice. If the Selling Shareholder(s) do not complete the transfer within such period, any subsequent Sponsor Negotiated Transfer by them of some or all of the Shares and/or Share Equivalents originally proposed to be transferred shall again be subject to the provisions of this Article 197.
- (g) IFC’s tag along right under Article 157 shall be independent from CUBI’s tag along right under this Article 197 and CUBI’s tag along right shall not affect the exercise of IFC’s tag along right in any manner whatsoever and vice versa.

198. **Right of First Offer**

- (a) If CUBI proposes to transfer forty percent (40%) or more of the Total CUBI Holding to any Person (other than an Affiliate of CUBI) ("**Third Party**") in any manner (other than through an open market transaction on the Relevant Markets), it shall first give notice thereof (the "**RFO Notice**") to the Sponsor Representative setting forth the number of Shares or Share Equivalents proposed to be transferred (the "**RFO Transfer Shares**").
- (b) Within fifteen (15) days from receipt of the RFO Notice (the "**Offering Period**"), the Sponsors shall have the right (but not an obligation) to make an offer to acquire all (but not less than all) of the RFO Transfer Shares. In the event the Sponsors decide to make a collective offer to CUBI, the Sponsors Representative shall deliver a written notice (the "**Offer Notice**") to CUBI stating (i) the particulars of the Sponsor(s) willing to acquire all (but not less than all) RFO Transfer Shares; and (ii) the price per RFO Transfer Share that the Sponsors are willing to pay for all RFO Transfer Shares ("**Offer Price**"). Provided that in the event the Sponsors do not make a collective offer through the Sponsor Representative and deliver more than one offer notice to CUBI within the Offering Period, CUBI shall be entitled to consider only the Offer Notice which sets forth the highest Offer Price.
- (c) CUBI shall have the right to transfer the RFO Transfer Shares to the Sponsors (in the case of a collective offer) or to the Sponsor offering the highest Offer Price (in the case of separate offers from more than one Sponsor) ("**Eligible Sponsor**") at the Offer Price specified in the Offer Notice, which right shall be exercisable by CUBI, at its sole discretion, by delivering a notice to the Sponsor Representative or to the Eligible Sponsor within fifteen (15) days after the end of the Offering Period (the "**Acceptance Notice**"). If CUBI delivers a timely Acceptance Notice, such Acceptance Notice shall constitute a binding agreement to transfer the RFO Transfer Shares.
- (d) On the fifteenth (15th) calendar day after the receipt of the Acceptance Notice by the Sponsor Representative or the Eligible Transfer (as the case may be) (the "**RFO Closing Date**"), CUBI shall transfer the RFO Transfer Shares to the Sponsors or the Eligible Sponsor (as the case may be), and the Sponsors or the Eligible Sponsor shall pay to CUBI the aggregate price determined by multiplying the number of RFO Transfer Shares by the Offer Price, provided that CUBI shall have no obligation to transfer any RFO Transfer Shares unless CUBI receives payment in full of such aggregate price. Between the end of the Offering Period and the RFO Closing Date, the Sponsors Representative or the Eligible Sponsor (as the case may be) shall obtain any Authorization required in connection with the transfer of the RFO Transfer Shares before the RFO Closing Date.
- (e) CUBI shall not make (or be required to make) any representations or warranty to the Sponsor, other than good title to the RFO Transfer Shares, absence of Liens with respect to the RFO Transfer Shares, customary representations and warranties concerning CUBI's power and authority to undertake the proposed transfer, and the validity and enforceability of CUBI's obligations in connection with the proposed transfer.

- (f) If: (i) no Offer Notice has been received within the Offering Period; or (ii) CUBI does not receive payment in full of the Offer Price on the RFO Closing Date; (iii) any Authorization required in connection with the Transfer of the RFO Transfer Shares has not been obtained by the RFO Closing Date; or (iv) CUBI does not issue an Acceptance Notice, then CUBI shall be free to transfer all or any part of the RFO Transfer Shares to the Third Party within two (2) months after the end of the Offering Period or after the RFO Closing Date at a price per RFO Transfer Share higher than the Offer Price. If CUBI does not complete the transfer within such period, any subsequent proposed transfer by it of some or all of the RFO Transfer Shares shall again be subject to the provisions of this Article 198.
- (g) The provisions of this Article 198 shall not apply to the extent that the RFO Transfer Shares are being transferred as a result of the exercise of the rights of any party under Article 197 (*Tag-Along Rights*).

199. **TERMS OF CUBI WARRANTS**

(a) **Form and Status of the CUBI Warrants**

Each CUBI Warrant shall have a face value of Rupees three hundred thirteen Paise fifteen (INR 313.15).

(b) **Term/ Conversion Period**

Unless converted earlier, the term of each CUBI Warrant shall be a maximum of eighteen (18) months from the Closing Date ("**Conversion Period**"). Notwithstanding anything contained in the Transaction Documents, CUBI shall have no obligation to convert the CUBI Warrants (or any part thereof) into Shares of the Company. It is only in the event that CUBI issues a Conversion Notice to convert all or some of the CUBI Warrants it shall be obliged to pay the Balance Warrant Amount (or any part thereof as the case may be if all the CUBI Warrants are not to be converted). For the avoidance of any doubt, conversion of the CUBI Warrants is a right available to CUBI and not an obligation.

(c) **Authorized Capital**

The Company agrees to maintain a sufficient number of authorized and unissued Shares till the conversion of each CUBI Warrant, to permit the full conversion of the CUBI Warrants in accordance with this Article 199 and the Transaction Documents.

(d) **Conversion**

(i) Optional Conversion

The conversion of CUBI Warrants or any part thereof can take place any time prior to the expiry of eighteen (18) months from the Closing Date, at the option of CUBI.

- A. CUBI shall have the right, any time after the Closing Date and during the Conversion Period to require the Company, by written notice (the “**Conversion Notice**”), to convert all or some of the CUBI Warrants into Shares of the Company. In case the conversion occurs prior to the expiry of the Conversion Period specified in Article 199(b) above, then the conversion shall be completed within a period of fifteen (15) days from the date of the Conversion Notice. Each CUBI Warrant will be convertible into one (1) Conversion Share after payment by CUBI of the appropriate amount based on the Balance Warrant Amount and the number of CUBI Warrants being converted.
- B. The Conversion Notice shall be dated and shall set forth:
- (i) The number of CUBI Warrants in respect of which the CUBI is exercising their right to conversion;
 - (ii) The number of Conversion Shares that the CUBI Warrants shall convert into; and
 - (iii) The prorated consideration to be paid by CUBI to the Company for such issuance based on the Balance Warrant Amount.
- C. Upon receipt of the Conversion Notice and upon payment by CUBI of the applicable consideration in full by way of wire transfer in same day funds to the bank account designated by the Company (“**Conversion Date**”), the Company shall effect the following:
- (i) It shall deliver to CUBI a letter of acknowledgement of the receipt of the Balance Warrant Amount for Conversion Shares.
 - (ii) It shall within ten (10) Business Days hold a meeting of the Board at which a resolution shall be passed to convert the said CUBI Warrants into Conversion Shares, to cancel the warrant certificates representing the CUBI Warrants, to issue and allot the Conversion Shares to CUBI and to enter the name of CUBI into the Register of Members of the Company. The Company shall provide appropriate evidence to CUBI that the Conversion Shares stand in the name of CUBI.
- D. *Deliveries and Actions Post Closing*
- (i) The Company shall ensure that the final listing and trading approvals are received from the Stock Exchanges and the Conversion Shares are listed within 30 (thirty) days of the conversion of the CUBI Warrants or in accordance with the Transaction Documents, as may be amended from time to time.

(ii) The Company shall undertake all post-issue filings and other requirements associated with the issuance of the Conversion Shares, including without limitation, the filing of:

- (a) e-form No. 2 of the Companies (Central Government's) General Rules and Forms, 1956 with respect to the allotment of the Conversion Shares;
- (b) a report in accordance with the requirements under FEMA 20 (in relation to receipt of the funds from CUBI for subscription of the Conversion Shares); and
- (c) Form FC-GPR (in relation to the Conversion Shares) and all necessary documents required for the purposes of filing of Form FC-GPR as prescribed under the Foreign Exchange Management Act, 1999 and the rules and regulations made thereunder;

within thirty (30) days of the conversion of the CUBI Warrants, and shall provide CUBI certified true copies of each such form, duly filed with the relevant Authority, along with receipts in respect of such form.

(iii) Conversion Shares

Upon the conversion of CUBI Warrants, the Conversion Shares issued to CUBI shall rank *pari-passu* in all respects (including with respect to distribution of dividend) with the fully paid equity shares of the Company.

- (e) The Company and the Sponsors shall do all such acts and deeds as may be necessary to give effect to the provisions of this Article 199.
- (f) The Company shall have received all approvals as may be required to be obtained by it from any third party or Authority (including FIPB) for issuance of Conversion Shares.
- (g) The Company shall pay to the relevant tax authorities all applicable fees and Taxes including stamp duty arising on conversion (and the consequent issue of Conversion Shares), the issue and allotment of each Conversion Share pursuant to conversion and any listing of such Conversion Shares on the Stock Exchanges.
- (h) The Company shall ensure that the issue and allotment of the CUBI Warrants and the Conversion Shares and conversion of the CUBI Warrants are in accordance with Applicable Law.
- (i) Each Conversion Share shall be issued free from any Liens.

- (j) Subject to Applicable Law, the rights, privileges and conditions attached to the CUBI Warrants and the Conversion Shares (when issued) may be varied, modified or abrogated in accordance with the provisions of the Charter Documents only with the prior written consent of CUBI.
- (k) The CUBI Warrants and Conversion Shares shall be governed and construed in accordance with the laws of India.
- (l) The terms and conditions set out in this Article 199 shall be written on the reverse of the certificates representing each of the CUBI Warrants.

