
MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

VATIKA SEVEN ELEMENTS PRIVATE LIMITED
(FORMERLY, STRONG INFRABUILD PRIVATE LIMITED)



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Delhi
4th Floor , IFCI Tower , 61 , Nehru Place New Delhi - 110019, Delhi, INDIA

Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): : U70100DL2011PTC226157

I hereby certify that the name of the company has been changed from STRONG INFRABUILD PRIVATE LIMITED to Vatika Seven Elements Private Limited with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name STRONG INFRABUILD PRIVATE LIMITED

Given under my hand at Delhi this Thirtieth day of January Two Thousand Fifteen.

DEBASISH BANDOPADYAY
Registrar of Companies
Registrar of Companies
Delhi

Mailing Address as per record available in Registrar of Companies office:

Vatika Seven Elements Private Limited
Flat No. 621-A, 6th Floor,, Devika Towers, 6, Nehru Place,
New Delhi - 110019,
Delhi, INDIA



प्रारूप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U70100DL2011PTC226157

2011 - 2012

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

STRONG INFRABUILD PRIVATE LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन-पत्र आज दिनांक बारह अक्तूबर दो हजार ग्यारह को दिल्ली में जारी किया जाता है।

Form 1
Certificate of Incorporation

Corporate Identity Number : U70100DL2011PTC226157

2011 - 2012

I hereby certify that STRONG INFRABUILD PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given at Delhi this Twelfth day of October Two Thousand Eleven.

Validity unknown
Digitally signed by Manoj Kumar San
Date: 2011.10.12 14:05:14
GMT+05:30'IST

Registrar of Companies, National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

*Note: The corresponding form has been approved by MANMOHAN JUNEJA, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.
The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

STRONG INFRABUILD PRIVATE LIMITED

211-A, TRIVENI COMPLEX,, E-10-12, LAXMI NAGAR,,
DELHI - 110092,

Delhi, INDIA





GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Delhi

4th Floor, IFCI Tower, 61, Nehru Place, New Delhi, Delhi, INDIA, 110019

Corporate Identity Number : U70100DL2011PTC226157.

SECTION 13(1) OF THE COMPANIES ACT, 2013

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

The share holders of M/s STRONG INFRABUILD PRIVATE LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 06/12/2014 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Delhi this Twentieth day of January Two Thousand Fifteen.

Tianla -
Assistant Registrar of Companies
Registrar of Companies
Delhi

Mailing Address as per record available in Registrar of Companies office:

STRONG INFRABUILD PRIVATE LIMITED
Flat No. 621-A, 6th Floor,, Devika Towers, 6, Nehru Place,
New Delhi - 110019,
Delhi, INDIA



(THE COMPANIES ACT, 2013)
(COMPANY LIMITED BY SHARES)
MEMORANDUM OF ASSOCIATION
OF

VATIKA SEVEN ELEMENTS PRIVATE LIMITED

- I. The name of the company is VATIKA SEVEN ELEMENTS PRIVATE LIMITED**
- II. The registered office of the company will be situated in the National Capital Territory of Delhi.**
- III. (a) The objects to be pursued by the Company are: -:**
1. To engage in infrastructure development, Real Estate Promoters, Developers & Project Management Association including civil, mechanical, electrical, and all other types erection, commissioning projects trading as well as consultant for execution of projects on turnkey basis.
 2. To carry on the business as builders, consultants, civil engineers, architects, surveyors, designers, town planners, estimators, interior decorators, general and government civil contractors of immovable properties.
 3. To buy, exchange purchase and interest in any immovable property such as houses, building, markets, cinema halls, multiplexes, shopping malls, shops, townships, housing projects, industrial sheds & lands within or outside the limits of municipal corporation or such other local bodies and to provide roads, drains, water supply, electricity and lights, within these areas to divide the same into suitable plots and rent or sell the plots to the people for business, housing, villas, bungalows farmhouse & colonies for workmen accordingly to schemes approved by improvement trusts, development boards and municipal boards there on and to rent or sell the same to the public and realize cost in lump sum or on installments or by hire purchase system; or otherwise to start any housing schemes in India or abroad.
 4. To carry on the business of fabricators, architects, consultants, civil engineers, builders and developers of land contractors, colonizers, civil contractors and undertake any residential, commercial or industrial, construction, either independently or jointly in partnership, or on agency or sub contracts .basis with or on behalf of any individual, firm body corporate, association or society Central or State Government, Cantonment board or any local authority and to Design Detail and develop and detail all sorts of Consultancy Services related to Architecture and Interior Designing, Land Scrapping, Structural, Air-Conditioning, Electrical, Sanitary & Water Supply, Bridges, Tanks, Canals, Dams hydel Power Projects, Tunnels and Culverts.
 5. To purchase and sale land, flats, buildings, complexes, colonies and to exchange, hire or otherwise sell any estate, lands, agricultural lands, buildings easements or such other interest in any immovable property and to develop and turn to account by laying out, plotting and preparing the same for building purposes, constructing building, furnishing, fitting up and improving buildings.
 6. The main objects of the Company shall be restricted to activities which are allowed and permitted (without the requirement of prior regulatory approvals) under the foreign exchange laws and regulations in force in India, from time to time.

(b) Matters which are necessary for furtherance of the object specified in clause III (a) are:-

1. To acquire by purchase, lease, exchange or otherwise any movable or immovable property and any rights or privileges which the Company may deem necessary or convenient for the purpose of its main business.
2. To enter into partnership or into any arrangement for sharing profits, union of interest, joint venture, reciprocal concession or co-operation with persons or companies carrying on or engaged in the main business or transaction of this Company.
3. To import, buy, exchange, alter, improve and manipulate in all kinds of plants, machinery, apparatus, tools and things necessary of convenient for carrying on the main business of the Company.
4. To vest any movable or immovable property, rights or interests required by or received or belonging to the Company in any person or company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
5. To purchase or otherwise acquire, build, carry out, equip, maintain, alter, improve, develop, manage, work, control and superintend any plants, warehouse, sheds, offices, shops, stores, buildings, machinery, apparatus, labour lines, and houses, warehouses, and such other works and conveniences necessary for carrying on the main business of the Company.
6. To undertake or promote scientific research relating to the main business or class of business of the Company.
7. To acquire and takeover the whole or any part of the business, goodwill, trade-marks properties and liabilities of any person or persons, firm, companies or undertakings either existing or new, engaged in or carrying on or proposing to carry on business this Company is authorised to carry on, possession of any property or rights suitable for the purpose of the Company and to pay for the same either in cash or in shares or partly in cash and partly in shares or otherwise.
8. To negotiate and enter into agreements and contracts with Indian and foreign individuals, companies, corporations and such other organisations for technical, financial or any other such assistance for carrying out all or any the main objects of the Company or for the purpose of activity research and development of manufacturing projects on the basis of know-how, financial participation or technical collaboration and acquire necessary formulas and patent rights for furthering the main objects of the Company.

9. Subject to Sections 391 to 394, 394A of the Act, to amalgamate with any other company of which all or any of their objects companies having similar to the objects of the Company in any manner whether with or without the liquidation.
10. Subject to any law for the time being in force, to undertake or take part in the formation, supervision or control of the business or operations of any person, firm, body corporate, association undertaking carrying on the main business of the Company.
11. To apply for, obtain, purchase or otherwise acquire and prolong and renew any patents, patent-rights, brevets, inventions, processes, scientific technical or other assistance, manufacturing processes know-how and other information, designs, patterns, copyrights, trade-marks, licences concessions and the like rights or benefits, conferring an exclusive or non-exclusive or limited or unlimited right of use thereof, which may seem capable of being used for or in connection with the main objects of the Company or the acquisition or use of which may seem calculated directly or indirectly to benefit the Company on payment of any fee, royalty or other consideration and to use, exercise or develop the same under or grant licences in respect thereof or otherwise deal with same and to spend money in experimenting upon testing or improving any such patents, inventions, right or concessions.
12. To apply for and obtain any order under any Act or Legislature, charter, privilege concession, licence or authorisation of any Government, State or other Authority for enabling the Company to carry on any of its main objects into effect or for extending any of the powers of the Company or for effecting and modification of the constitution of the Company or for any other such purpose which may seem expedient and to oppose any proceedings or applications which may seem expedient or calculated directly or indirectly to prejudice the interest of the Company.
13. To enter into any arrangements with any Government or Authorities or any persons or companies that may seem conducive to the main objects of the Company or any of them and to obtain from any such Government, authority, person or company any rights, charters, contracts, licences and concessions which the Company may think desirable to obtain and to carry out, exercise and comply therewith.
14. To procure the Company to be registered or recognised in or under the laws of any place outside India and to do all act necessary for carrying on in any foreign country for the business or profession of the Company.
15. To draw, make, accept, discount, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and such other negotiable or transferable instruments, of all types or securities and to open Bank Accounts of any type and to operate the same in the ordinary course of the Company.

16. To advance money either with or without security, and to such persons and upon such terms and conditions as the Company may deem fit and also to invest and deal with the money of the Company not immediately required, in or upon such investments and in such manner as, from time to time, may be determined, provided that the Company shall not carry on the business of banking as provided in the Banking Regulations Act, 1949.
17. Subject to section 58-A and 292, 293, 295 & 372A of the Act and the Regulations made thereunder and the Directions issued by the Reserve Bank of India, to receive money on deposit or loan and borrow or raise money in such manner and at such time or times as the Company thinks fit and in particular by the issue of debentures, debentures-stock, perpetual or otherwise and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the properties, or assets or revenues and profits of the Company both present and future, including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or Company of any obligation undertaken by the Company or such other person or company to give the lenders the power to sale and such other powers as may seem expedient and purchase redeem or pay off any such securities.
18. To undertake and execute any trusts, the undertaking of which may seem to the Company desirable, either gratuitously or otherwise.
19. To establish, or promote or concur in establishing or promote any company for the purpose of acquiring all or any of the properties, rights and liabilities of the Company.
20. To sell, lease, mortgage, exchange, grant licences and other rights improve, manage, develop and dispose of undertakings, investments, properties, assets and effects of the company or any part thereof for such consideration as may be expedient and in particular for any shares, stocks, debentures or other securities of any other such company having main objects altogether or in part similar to those of the Company.
21. Subject to the Provisions of Section 100 to 105 of the Act, to distribute among the members in specie or otherwise any property of the Company or any proceeds of sale or disposal of any property of the Company in the event of winding up.
22. To distribute as dividend or bonus among the member or to place to reserve or otherwise to apply, as the Company may, from time to time, determine any money received by way of premium on debentures issued at a premium by the Company and any money received in respect of forfeited shares, money arising from the sale by the Company of forfeited shares subject to the provisions of Sec. 78 of the Companies Act, 1956.
23. To employ agents or experts to investigate and examine into the conditions, prospects value, character and circumstances of any business concerns and undertakings and generally of any assets properties or rights which the Company purpose to acquire.

24. To accept gifts, bequests, devises or donations of any movable or immovable property or any right or interests therein from members or others.
25. To create any reserve fund, sinking fund, insurance fund or any other such special funds whether for depreciation, repairing, improving, research, extending or maintaining any of the properties of the Company or for any other such purpose conducive to the interest of the Company.
26. Subject to the provisions of Section 292, 293, 293-A & 293-B of the Companies Act, 1956 to subscribe contribute, gift or donate any money, rights or assets for any national educational, religious, charitable, scientific, public, general or usual objects or to make gifts or donations of money or such other assets to any institutions, clubs, societies, associations, trusts, scientific research associations, funds, universities, college or any individual, body of individuals or bodies corporate.
27. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation, provident or gratuity funds for the benefit of and give or procure the giving of the donations, gratuities pensions, allowances, bonuses or emoluments of any persons who are or were at any time in the employment or service of the company or any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time Directors or officers of the Company or any other company as aforesaid and the wives, widows, families and dependents of any such persons and also to establish and subsidise and subscribe to any institutions, associations, club or funds calculated to be for the benefit of or advance aforesaid and make payments to or towards the insurance of any such persons as aforesaid and to do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.
28. To establish, for any of the main objects of the Company, branches or to establish any firm or firms at places in or outside India as the Company may deem expedient.
29. To pay for any property or rights acquired by or for any services rendered to the Company and in particular to remunerate any person, firm or company introducing business to the company either in cash or fully or partly-paid up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise or by any securities which the company has power to issue or by the grant of any rights or options or partly in one mode and partly in another and generally on such terms as the company may determine, subject to the provision of section 314 of the act.
30. To pay out of the funds of the company all costs, charges and expenses incidental to the formation and registration of the company and any company promoted by the company and

also all costs, charges, duties, impositions and expenses of and incidental to the acquisition by the company of any property or assets.

31. To send out to foreign countries, its directors, employees or any other person or persons for investigation possibilities of main business or trade procuring and buying any machinery or establishing trade and business connections or for promoting the interests of the company and to pay all expenses incurred in the connection.
32. To compensate for loss of office of any Managing Director or Directors or other officers of the Company within the limitations prescribed under the Companies Act, 1956 or such other statute or rule having the force of law and to make payments to any person whose office of employment or duties may be determined by virtue of any transaction in which the Company is engaged.
33. To agree to refer to arbitration any dispute, present or future between the Company and any other company, firm, individual or any other body and to submit the same to arbitration in India or abroad either in accordance with Indian or any foreign system of law.
34. To appoint agents, sub-agents, dealers, managers canvassers, sales representatives or salesmen for transacting all or any kind of the main business of which this Company is authorised to carry on and to constitute agencies of the Company in India or in any other country and establish depots and agencies in different parts of the world.
35. To carry on the business of Internet Service Providers (ISP) by obtaining license from the Government, other ISP's lay, establish, procure, purchase, maintain, operate, rent, dispose or sell backbone network, gateways and to do all related work thereto and provide, VPN, LAN, WAN, MAN, Broadband Services, Private Networks, Voice over Internet (VoIP), E-mail, Web Hosting, Cable ISP's ISDN services, V-SAT, Dial-up connection, Leased Lines and all other services of every description related thereto.
36. To carry on the business of providing Business Process Outsourcing, IT enabled services, IT Studios, call centres, medical transcription services, back office service, data processing, internet services, maintenance, support & service, enter into any collaboration, after sales and other technical services, to carry on business as marketing consultants and technical consultants both in domestic & global marketing.
37. To carry out the business of IT Park Development and provide IT Infrastructure, IT Infrastructure Maintenance.
38. To carry on the business as educational consultancy services on all matters and problems relating to educations, schools, colleges and centres to do student recruitment on behalf of educational institutions in India and abroad establish, provide, maintain and run training and vocational and hobby institutes, centres, colleges, schools, play schools, learning center

and other institution for training, education and instruction of students and others who may desire to avail themselves of the same to provide for the delivery and holding of lectures, demonstrations, seminars, exhibitions, classes, meetings and conferences in connection therewith establish and run colleges, schools, training centres to impart education in the field of engineering, medical, para-medicals, dental, nursing, marketing, management, computer, software, hardware, information technology, sport and any other type of education and health be imparted to the students orally, or through post, to conduct examinations and to award degrees establish and run day care centre for pre-primary and primary children and creches for toddlers in India establish cultural activity centres for primary students for imparting activities in the arts like dance, music, drama, painting, singing, sports enter into collaborations, franchise agreements regarding education and to act as consultant/advisor to establish such schools, other banner.

39. To engage in Real Estate Promoters, Developers & Project Management Association including civil, mechanical, electrical, and all other types erection, commissioning projects, project trading as well as consultant for execution of projects on turnkey basis for equipments of industrial, domestic and other purposes.
40. To carry on the business of drilling & blasting pipe jacking, segmental lining, soil nail, rock bolt, shotcrete, textured paint, anchorage, grouting, jet grouting, earth moving, rock excavation, demolition blasting, horizontal directional drilling (HDD), mineral exploration, mining, concrete structure.
41. To construct, develop, restore the properties/building for customers/clients including all kind of interior and exterior architecture.
42. To carry on the business of maintenance, manufacturer, repair and recondition of all type of software and hardware, networks, equipment and computer of all type whether hardware or software, and to carry on the business of providing business process outsourcing, IT enabled services, call centers, KPO and to set up in India or aboard call centre, business process outsourcing centre's giving advice relating to business of BPOs (Business Process outsourcing) and call centers and to take franchisee from other companies, institutes, universities etc. to imparting training under there trade name or self branding.
43. To carry on the business as manufacturers, traders, importers and exporters of and dealers in aluminium utensils, steel utensils, and all other such types of utensils and kitchen requisities of all types.
44. To act as business consultant, give advice, to engage in dissemination of information in all aspects of business, organisation and industry in India and to advise upon the means and methods for extending and developing systems or processes relating to production, storage,

distribution, marketing, and securing of orders for sale of goods in India and abroad and/or relating to the rendering of services.

45. To carry on the business of running motor lorries, motor taxies, mini buses and conveyances of all kinds and to transport passengers, and goods and to do the business of common carriers.
46. To carry on business by whole sale or retail, or otherwise of interior decorators and furnishers, upholsters, and dealers in and hirers repairs, cleaners, stores and warehouses of furniture, carpets, linoleums furnishing fabrics and such other floor coverings, household utensils, china and glass goods, fittings, curtains and such other household requisites of all types.
47. To carry on the business as brewers, distillers, bottlers, canners preservers, coopers dehydrators, malsters and merchants of and dealers in fruits, herbs, vegetables, plants and liquors by products therefrom, whether intoxicating or not, tonics, vitamin, beverages, flavoured drinks, nector, punch aerated waters and drinks whether soft or otherwise.
48. To carry on the business of tobacconists in all its branches and to sell, make-up and manufacture tobacco, cigars, cigarettes and snuff.
49. To act as cargo agents, travel agents, insurance agents, ship brokers, charter party contractors, ship agents, packing forwarding and clearing agent, salvors, wreck removers wreck raisers, auctioneers, inspectors and observers of quality control custom-house agents, commission agents and general sales agents for any of the air lines, steam-ship companies, railway and transport companies or any such person.
50. To carry on the business of cold storage of fruits, vegetable seeds, fish, meat, agricultural products, milk, dairy products and such other perishable items of all types.
51. To carry on the business of production, distribution or exhibition of films and motion pictures and the running of theatres, cinemas, studios and cinematographic shows and exhibitions.
52. To trade, deal in and undertake manufacturing, of bricks, tiles, pipes, cement lime and building construction requisites and to carry on all or any of the business of builders, contractors, architects, decorators, furnishers and to acquire, hold, mortgage lease, take on lease, exchange or otherwise deal in lands, buildings, house, flats, bungalows, shops, hereditaments of any tenure or freehold for residential or businesses purposes.
53. To cultivate, grow, produce or deal in any agricultural, vegetable or fruit products or organic products and to carry on all or any of the businesses of farmers, dairyman, milk contractors, dairy farmers, millers, purveyors and vendors of milk and milk products, condensed milk and powdered milk, cream, cheese, butter, poultry, fruits, vegetables, cash crops and provisions of all kinds.

54. To cultivate, tea, coffee, chinchona and any other such similar product and to carry on the business of planters in all its branches, to carry on and do the business of cultivators, winners and buyers of every kind of vegetable mineral or such other product of soil, dispose of and deal in any such produce, either in its prepared, manufactured or raw state and either by wholesale or retail.
55. To carry on the business of manufacturers of or dealers in pulp and paper of all kinds and articles made from paper and pulp such as card boards and wall and ceiling papers and packaging cartons and newspapers and newsprints.
To carry on the business of purchase and sale of petroleum products, to act as dealers and distributors for petroleum companies, to run service stations for the repair and servicing of automobiles and to manufacture or deal in fuel oils, cutting oils and greases.
56. To carry on the business of iron-founders, makers of scientific, industrial and surgical instruments, mechanical engineers, and manufacturers of agricultural implements and other machinery, steel castings and forgings and malleable iron and steel castings, tools makers, brass founders, metal workers, boiler-makers, mill wrights, machinists, iron and steel converters, smiths, builders, painters, metallurgists, electrical engineers, water supply engineers, gas makers, farmers, printers, carriers and merchants and to buy, sell, manufacture, repair, convert, alter, let on hire and deal in machinery, implements and rolling stock.
57. To carry on the business of hoteliers, moteliers, restaurant owners, sweet-meet merchants, refreshments, room proprietors, refreshment contractors and own run garages, shops, stores, godowns, barse, refreshment rooms, cafeterias, discotheques, restaurants and places for sale, custody, bailment, deposit or protection of the valuable goods and commodities.
58. To carry on the business of manufacturing and dealing, in assembling, buying, selling, reselling, exchanging, altering repairing, importing, exporting, hiring, letting, on hire, distributing, or dealing in motor cars, motor cycles, scooters, motor buses, motor lorries, motor vans, trucks, locomotive engines, trains and, all other road and rail conveyances, ships, boats, barges, launches, steamers and other vessels, aero planes, aero engines flying boats, hydroplanes, and aircrafts and aerial conveyances of every description and kind for transport or conveyance of passengers, merchandise or goods of description, whether propelled or moved or assisted by means of petrol, spirit, electricity, steam, oil vapour, gas, petroleum, mechanical, animal or any other such motive power of all types.
59. To carry on the business manufacturing, dying, colouring, spinning, weaving, printing, embroidery, buying selling, importing, exporting or otherwise dealing in all fabrics and other fibrous substances and preparations and manufacturers of and dealers in cotton, silk,

woollen linen, hemp jute, rayon nylon, artificial silk and such other yarn and all kinds of woven synthetic blended textiles manufactured from such yarn.

60. To carry on the business manufacturers of and dealers in industrial machinery, bearings, speed reduction units, pumps, machine tools, agricultural machinery and earth-moving machinery including road rollers, bull-dozers, dumpers, scrapers loaders shovels and drag lines and light engineering, goods such as cycle and sewing machines.
61. To carry on the business of manufacturers of or dealers in ferrous or non-ferrous metals iron & steel aluminium, brass, tin, nickel, special, steel and their products.
62. To carry on the business of manufacturers, stockists, importers and exporters of and dealers, in engineering drawing sets, builders of requisites steel rules, measuring taps, cutting tools, hand tools, precision measuring tools, machine tools, garage tools, hardware tools, instruments, apparatus and such allied machinery, plant, equipment and appliances of all types.
63. To carry on the business as manufacturers, stockists, importers and exporters of and dealers in bolts, nuts, nails, hooks, and such other hardware items of all types.
64. To carry on business as manufacturers, stockists, importers, and exporters of and dealers in forging, castings, stampings, of all metals, machinery parts, moulds, press tools, jigs, fixtures and compression moulding, steel products and automobile parts.
65. To carry on business as manufacturers, stockists, importers, exporters and repaires of and dealers in dynamos, motors, armatures, magnets, batteries, conductors, insulators, transformers, convertors, switch-boards, cookers, engineers presses and insulating material.
66. To carry on business as manufacturers, stockists, importers and exporters of and dealers in wearable and unwearable fabrics, high density polyethylene and polypropylene, woven snacks and trapaulins.
67. To carry on business as manufacturers of and dealers in and as stockists, importers, and exporters of packing material, jointing and belting materials, asbestos materials and fibres, insulation material and welding fluxes, cartons, containers, boxes and cases made of paper, boards, wood glass, plastic, pulp, cellulose films, polythene, rubber, metals, metal foils gelatine, tin flexible, treated, and laminated, or other materials.
68. To carry on business as manufacturers of and dealers in as stockists, importers and exporters of bottles, jars, fibrite boxes corrugated containers aluminium foils of all types, wooden drums, packing cases, rods, wires, ropes, strips, conductors equipment required for generation, distribution and transmission of electric energy, cables, motors, fans, lamps, batteries and accumulators.

69. To sell, breed, import, export, improve, prepare, deal and trade in cattle, bird, poultry, game, live and dead-stock of every description, eggs, pork-pipes sausages, pickles spices, sauces, jams, jelly, custard, prawn, potted meats, macaroni, spaghetti table delicacies, bread, biscuit, wine biscuits and such other ferinaceous goods and products cocoa, confectionery, cakes and buns.
70. To carry on the traders and business of meal manufacturers, dealers in consumable stores and provisions of all kinds foods stuffs, grains flour, seeds folder, cane oils, corn, wheat, wheat products, stores, vegetable oils, ghee and vanaspati products.
71. To set up a tanners and to carry on the business as manufacturers of and dealers in and importers and exporters of leather and raw hides and skins.
72. To carry on the business as manufacturers of and dealers in or as stockists, importers, and exporters of plastics, synthetic resins, natural resins, polymer products and chemicals required for the manufacture, processing and fabrication of plastics and similar other such products, tubes pipes, sheets films whether moulded extruded casted, formed or foamed.
73. To purchase, hold and acquire mines, mining leases, mining rights, mining claims and metalliferous lands and explore, work, exercise, develop and turn to account all sorts of major and major minor minerals working of deposits of all kinds of minerals and subsoil materials and to crush, win, set, quarry, smelt, calcine, refine, dress, amalgamate, manipulate and prepare for market ores, metals, and mineral substances of all kinds and to carry on mettallurgical operations in all its branches and to prepare, process, manufacture, assemble, fabricate, cast fit, press machine, treat, weld, harden, plate, temper anneal any kind of metals and consequential products.
74. To produce, manufacture, trade, deal in all dispose of alkalies, dyes, chemicals, acids, gases, compounds, fertilizers, chemical, products of every nature and description, intermediates, derivatives, all types of floatation regents wetting agents, insecticides, fumigates, dyestuffs, catalytic agents, direct colours, basic colours pigments, drugs, biological, pharmaceuticals, sermus, vitamin products, harmones and products, derived from phosphate mines, limestone quarries, bauxite mines, petroleum, natural gas and other natural deposits useful or suitable in the manufacture of chemicals and chemical products and to undertake the business of spraying of pesticides.
75. To manufacture, generate, produce, sell, dispose of and deal in industrial gases domestic gases for heating and lighting gas, system, heat light or any other such motive power obtained by incinerating buring forest refuse, wood and plants.
76. To manufacture, buy, sell, import, export, alter, improve, manipulate, prepare for market, exchange, install, repaire, service, let on hire and deal in all kinds of surgicals X-ray units, X-ray equipments, telecommunication machines, business machines, intercoms, teleprinters,

dictating, and recording machines, broadcasting apparatuses, loud-speakers, radios, auto-radio reverberators, tape-players, cassette tapes, headphones, stereo-complex speakers, radios control equipments, cameras, binoculars, microscopes, projectors, telescopes, television sets, refrigerators, coolers, radars, computers and spare parts.

77. To procure or develop and supply technical know-how for the manufacture or processing the installation or erection of machinery or plant in the working or mines, oil wells or other sources of mineral deposits or in carrying out any operations relating to agriculture, animal husbandry, dairy or poultry-farming, forestry or fishery or rendering services in connection with the provision of such technical know-how.
78. To deal in foreign exchange, subject to approval of appropriate authorities.
79. To organise and carry on the business of advertisers, advertising agents, liputic by consultants and to organise propaganda and advertising campaigns by means of press advertisements, pamphlets, handbills, circulars, advertisement reels, posters, cinema slides or by any other such means of all types or through the means of radio television or any other such media of all types.
80. To undertake and execute, in India or any part of the world, turnkey projects for electrical installations, air-conditioning, refrigeration, heating, cooling, ventilation humidification sanitary, thermal and accustic insulation work.
81. To carry on the business as manufacturers, traders, importers and exporters of and dealers, in all kinds of carpets and floor coverings, whether made of woolen, cotton, synthetic or such other fibres or fibrous materials of all types.
82. To carry on the business as traders, importers and exporters of and dealers, in cotton and jute, whether raw, semi-processed and all kinds of cotton and jute goods.
83. To carry on the business as shares and stocks brokers and to buy, sell and deal in all kind of shares stocks, securities, bonds, debentures, units and such other instruments of all types.
84. To carry on the business of public transporters and to pay all types of commercial vehicles such as Trucks, Tempos, and pick up vans for carrying goods or passengers anywhere in India.
85. To carry on the business as importers, export agents, distributors, stockists, contractors, suppliers, dealers of any kind and to act as manufactures, representatives, agents, brokers, commission agents and merchants of commodities, articles, products and merchants of any kind or nature.
86. To carry on the business of importers, exporters, dealers, traders, manufactures of traders, earthmoving equipments, canel equipments. Fuel injection equipments. Machine tools and such other allied products thereof.

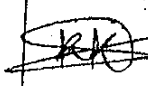

87. To secure sound investment of foreign capital in Indian undertaking and enterprises and Indian capital in foreign undertaking and enterprises.
88. Subject to the approval of RBI under Reserve Bank of India Act, 1934, as amended by RBI (Amendment) Act, 1997, to carry on the business of leasing and hire purchase and to acquire to provide on lease or to be provided on hire purchase basis all types of industrial and offices, plant equipment, machinery, vehicles, buildings and real estate required for manufacturing, processing, transportation and trading business and such other commercial and service business related thereto.
89. Subject to the approval of RBI under Reserve Bank of India Act 1934, as amended by RBI (Amendment) Act, 1997, to Finance the industrial enterprises by way of lending and advancing money, machinery, land, building, shed or such other things as may required by such industrial enterprises either with or without security and upon such terms and conditions as the Company may think fit and to guarantee or become sureties for the performance of any agreement or contract entered into by industrial enterprises, with any financial institutions, banks or other parties for obtaining finance whether for its long terms capital, working capital, or for any deferred payment finance.
90. To undertake and transact all kinds of agency business and on and promote any business commercial or otherwise under sound principles and/or to act as distributors, agents, underwriters, brokers, estate agents, middleman, contract man, representation and indenting agent on commission, allowance, as may be deemed fit, in all commodities, merchandies and such other allied articles/lines of business.
91. To carry on the business of printing, publishing, multi-colour printing, plate making and to deal in printing ink, papers, printing machines and other printing materials.
92. To carry on the business of sale and purchase of industrial plots, Sheds, Factory building, constructions of commercial property, letting out of property, contractors for constructions of building, roads.
93. To invest, purchase, acquire, hold, underwrite, sell, exchange, deal in gifts, act as broker, sub-broker, receive or otherwise deal in shares, stocks, securities, deposits, units, real estates, debentures, debenture stock, bonds, trusts, instruments and all other type of securities and to render allied services, to act, arrange, manage and to provide all type of services as Managers to issue, advisors to issue underwriters, Registrar and transfer agents, portfolio Managers, financial consultants, brokers, factors, leasing, hire-purchase, instalments, investments, commission agents, advertisers, stationers, printer, suppliers, convenciers, middlemen, consultants, representatives, indemnity and guarantee business to firms, association & joint ventures, promote companies and its allied activities to subscribe,

- purchase, take on lease or hire, or otherwise acquire membership of one or more stock exchange in India or abroad including OTCEI and to operate, run and manage the same.
94. To carry on the business of manufacturers, developers and to deal in computers, computer parts, hardware, software, internet, E-mail, website, fax, telex, telephones and other media of communication.
 95. To act as management consultants, financial consultants, tax consultants, human resource consultants and provide advice, and consultancy services in various fields, such as general, administrative, secretarial, commercial, financial, legal, economic, labour, industrial, public relations, real estate consultant, foreign collaborations, joint venture agreements, foreign investments, transfer or exchange of technology between India and/or foreign companies, quality control and data processing, hardware and software consultants and marketing agents, training, survey and policy formation in the field of management.
 96. To carry on the business of providing services and expertise for various cleaning and housekeeping requirements like dusting, sweeping, mopping, garbage removal, scrubbing, rinsing, periodical requirements of thorough cleaning, washing, brass/chrome polishing, floor scrubbing, vacuum cleaning, high level cleaning, deep cleaning, dry and wet cleaning sofa/carpet shampooing etc. as per the need of any facilities, organisations and/or business houses like office, hotels, shopping malls, call centers & guesthouses, residential & farm house facilities etc. in India or elsewhere.
- IV. The liability of the Members is Limited.
- V. The Authorized Share Capital of the Company is Rs. 15,00,000/- (Rupees One Crores Fifty Lakhs only) divided into 15,00,000 (Fifteen lakhs) Equity Shares of Rs.10/- each.

S. B. Rao
for Vaidya Development Private Limited

Director

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

Sr. No.	Names, description Occupation and address of each subscriber	No. of Equity Shares taken by each subscriber	Signature of Subscriber	Name, Description, occupation and Signature of witness or witnesses
①	Krishna Kumar Sharma S/o - Alakh Narayan Sharma R/o - 229/17, Gali No. 2 Railway colony Mandawali, Delhi Delhi - 110092 Occup - Business	5000		I do hereby witness the signatures of all the subscribers. (Ramesh Kumar) S/o, Shri Ramesh Prasad Sharma R/o, D-303, Gaur Enclave-I, Shalimar Garden Extn-II, Salimabad, Gurgaon, U.P. Company Secretary, C.P. No. 5197
2.	Tonu Kumar S/o - Alakh Narayan Sharma R/o - 229/17, Gali No. 2 Railway colony, Mandawali, New Delhi - 110092 Business	5,000		
	TOTAL	10,000 Ten Thousand Shares only		

Place: Delhi

Dated this 28th Day of September 2011

(The Companies Act, 2013)
(COMPANY LIMITED BY SHARES)
ARTICLES OF ASSOCIATION
OF

VATIKA SEVEN ELEMENTS PRIVATE LIMITED ("VSEPL")
Preliminary

The Regulations contained in Table "F" in the Schedule I to the Companies Act, 2013, shall apply to the Company so far as they may be applicable to a private Company which is a subsidiary of a public Company except in as far as otherwise expressly incorporated hereinafter.

1. **DEFINITIONS AND INTERPRETATION**

In these Articles, unless the context otherwise requires, the following capitalised words and expressions used in these Articles, shall have the meanings ascribed to them below:

- (a) "Act" means the Companies Act, 1956 (to the extent applicable) and the Companies Act, 2013;
- (b) "Affiliate" of any specified Person means any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such specified Person;
- (c) "Annual Budget" means the annual budget of the Company prepared by Vatika Group, based on inputs from the Development Manager, forming a part of the Business Plan, which shall include a monthly budget containing an income statement, a statement of cash flow, a balance sheet, a detailed sales plan specifying number of units to be sold, area to be sold, projected price, launch plans, and a detailed break-down of working capital, as approved by the Board on a yearly basis in accordance with these Articles;
- (d) "Anti Corruption Laws" means all applicable Laws relating to bribery and corruption including the U.S. Foreign Corrupt Practices Act of 1977, the (Indian) Prevention of Corruption Act, 1988 and the UK Bribery Act 2010;
- (e) "Approvals" means all consents, permits, authorisations, licenses, approval and registrations from any person, body or authority, including any and all Environmental Permits and Governmental Approvals;
- (f) "Articles" means these Articles of Association of the Company as amended from time to time in accordance with the Securities Subscription Agreement dated December 4, 2014 and the Shareholders Agreement dated December 4, 2014;
- (g) "Arms Length Basis" means that the terms are consistent with market practice in comparable uncontrolled transactions between independent parties;
- (h) "Auditors" means the statutory auditors of the Company;
- (i) "Board" means the Board of Directors of the Company;
- (j) "Business" means acquiring, purchasing or leasing of vacant immovable properties for undertaking construction development activities (including the implementation of the Project) in compliance with the FDI Policy and applicable Laws;
- (k) "Business Day" means a day other than Saturday and Sunday on which banks are open for normal banking business in New Delhi, Gurgaon and Singapore;
- (l) "Business Plan" means the business plan of the Company, applicable for a period of 6 (six) years from the date on which the Board adopts the Business Plan, as agreed in writing between the Parties in terms of Article 21 and as amended and/or extended from time to time;
- (m) "CCDs" means the fully and compulsorily convertible debentures, having a face value of Rs. 10 (Rupees Ten) issued by the Company including the 89,328,000 fully and compulsorily convertible debentures issued to the Investor pursuant to the SSA and 13,069,281 Series B CCDs issued to the Investor on September 27, 2016, the terms of which are provided in Annex 1 and Annex 17;



[Handwritten signature]

- (n) **"Closing Date"** shall have the meaning ascribed to the term in the SSA;
- (o) **"Competing Project"** means development, launch, marketing, promotion, sale, lease, license of, or offer for sale or lease or license or any other involvement or investment in any entity undertaking any of the aforementioned activities, directly or indirectly, a project that is intended to sell any form of residential units the base price of which, as determined by the entity undertaking such project, is within the range of plus/minus 10% (ten per cent) of the base price of a residential unit in the Project as determined by the Board from time to time. It is currently envisaged that the Company will construct and develop residential group housing in the Property. In the event the Board decides to pursue any other form of real estate development on the Property in addition or in substitution of residential group housing on the Property then from the date on which the Board resolves to undertake such real estate activity, such real estate development shall also be included or substituted, as the case may be, in the definition of Competing Project;
- (p) **"Company"** refers to Vatika Seven Elements Private Limited (previously known as Strong Infrabuild Private Limited), having its registered office at Flat No. 621-A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi;
- (q) **"Consent Matters"** means a collective reference to the matters set out in Annex 3 and **"Consent Matter"** shall mean a reference to any one of the matters set out in Annex 3;
- (r) **"Control", "Controlling" or "Controlled"** as to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership interests, by contract or otherwise;
- (s) **"Cost Plan"** means the total estimated cost of executing and completing the Project as prepared by the quantity surveyor appointed by the Company, and as amended from time to time in accordance with these Articles;
- (t) **"Debentures"** means a collective reference to CCDs and OCDs and any other debentures that may be issued by the Company, from time to time, in accordance with the SHA;
- (u) **"Deed of Adherence"** means a deed substantially in the form set forth in Annex 15;
- (v) **"Deed of Guarantee"** means the deed of guarantee executed by Anil Bhalla, Gautam Bhalla and Vatika in favour of the Investor on the Closing Date, in a form acceptable to the Investor;
- (w) **"Deed of Indemnity"** means the deed of indemnity executed by Vatika, Minorca and the Company in favour of the Investor on the Closing Date, in a form acceptable to the Investor;
- (x) **"Deed of Undertaking"** means the deed of undertaking executed by Anil Bhalla, Gautam Bhalla and Vatika, in favour of the Investor on the Closing Date;
- (y) **"Determined Value"** means the value of the Relevant Securities determined in accordance with Annex 4;
- (z) **"Development Manager"** means Vatika who shall be appointed by the Company as the development manager pursuant to the Development Management Agreement;
- (aa) **"Development Management Agreement"** means the agreement executed / to be executed between the Company and the Development Manager in the agreed form in relation to the Project on the Closing Date;
- (bb) **"Development Manager Default"** shall have the meaning ascribed to the term in the Development Management Agreement; or the Development Management Agreement, as the context requires;
- (cc) **"Director"** means a director of the Company for the time being and includes an alternate Director;
- (dd) **"Effective Date"** shall have the meaning ascribed to the term in Clause 2.1 of the SHA;
- (ee) **"Encumbrance"** means a security interest of whatsoever kind or nature including (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person including without limitation, any right granted by a transaction which, in legal terms, is not the granting of

security but which has an economic or financial effect similar to the granting of security under applicable Laws, (ii) any voting agreement, interest, option, right of first offer, or refusal or transfer restriction in favour of any Person, and (iii) any adverse claim as to title, possession or use. The terms “**Encumber**” and “**Encumbered**” shall be construed accordingly;

- (ff) “**Environment**” means all or any of the following media: air (which includes the air within any building or the air within any other man-made or natural structure above or below ground), water (including coastal and inland waters, surface waters, groundwater and water in drains and sewers) and/ or land (including surface land, sub-surface strata, seabed and river bed and natural and manmade structures) and all living organisms or ecological systems supported by these media, including, without limitation, humans;
- (gg) “**Environmental Laws**” means all or any applicable statutory requirements, national or local, civil or criminal law, common law, statute, subordinate legislation, regulation, directive, ordinance, order, decree, injunction, treaty, circular, common law judgment of any statutory regulatory body or court and the like in the jurisdiction in which the Property is located or in which the Company operates, concerning the pollution or protection of or prevention of harm or damage to the Environment or harm to or the protection of human health, animal welfare, living organisms, conditions of the work place or the use or development of the Property;
- (hh) “**Environmental Permits**” means any permit, licence, authorisation, consent or other approval required by any Environmental Laws for the operation of the Business of the Company, the implementation of the Project and/or the occupation or use of the Property;
- (ii) “**Equity Shares**” means the fully paid up equity shares of the Company having a face value of Rs. 10 (Rupees Ten) each, having full voting and dividend rights;
- (jj) “**FDI Policy**” as on a particular date, means the policy of the Government of India and the regulations issued by the Reserve Bank of India prevailing on that date in relation to foreign investments in construction development activities;
- (kk) “**FinalCompletion**” means, with respect to the Project, the occurrence of sale or bookings in respect of: 90% (ninety percent) of the units in the Project and collection of at least 75% (seventy five percent) of the amounts payable by purchasers of such units. It is clarified that to constitute a “sale” or “booking”, a binding agreement to sell or other appropriate binding documents / agreements shall have been executed by the Company and purchasers of such units;
- (ll) “**GAAP**”, unless specified otherwise, means generally accepted accounting principles as applicable in India, consistently applied;
- (mm) “**Gates**” shall mean a reference to Gates Developers Private Limited;
- (nn) “**Gates Director**” means a Director appointed by Gates under and in accordance with these Articles;
- (oo) “**Government Official**” means an officer or employee of any government or any department, agency, or instrumentality thereof, or of a public international organization such as the United Nations or the World Bank, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization, or any foreign political party or official thereof or any candidate for foreign political office;
- (pp) “**Governmental Approval**” means any authorization, approval, consent, licence or permit required from any Governmental Authority;
- (qq) “**Governmental Authority**” means any national, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court or other entity authorised to make laws and having jurisdiction over the relevant matter;
- (rr) “**Independent Financial Advisor**” means any one of the big four international auditing firms or their respective Indian affiliates appointed by the relevant Party pursuant to the terms of these Articles;
- (ss) “**Initial Development Plan**” shall have the meaning ascribed to the term in the SSA;
- (tt) “**Investor**” refers to Reco Frontier 89 Private Limited;

- (uu) **“Investor Director”** means a Director appointed by the Investor under and in accordance with these Articles;
- (vv) **“Laws”** means all laws, ordinances, statutes, rules, orders, decrees, injunctions, licences, permits, approvals, authorisations, consents, waivers, privileges, agreements and regulations of any Governmental Authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted, supplemented, re-enacted or revoked from time to time hereafter;
- (ww) **“License Documents”** collectively refers to all documents listed in Annex 1 of the SHA;
- (xx) **“Losses”** includes any and all direct monetary (or where the context so requires, monetary equivalent of) losses, claims, costs, and damages (whether or not resulting from third party claims), or relating to or arising out of or in connection with any actual claim, legal action, proceeding, suit, litigation, prosecution, mediation, arbitration, enquiry or mediation, interests and penalties with respect thereto and amounts paid in settlement, interest, court costs, costs of investigation and reasonable out-of-pocket expenses, including reasonable fees and expenses paid or payable to attorneys, accountants, actuaries and other experts and other reasonable expenses of litigation or of any claim, default, or assessment;
- (yy) **“Material Deviation”** means, in relation to any line item in the Annual Budget, an increase in costs of 10% (ten percent) or more over the amount set out against such line item in the Annual Budget and/or an increase in aggregate costs of 10% (ten per cent) or more over the amounts set out in the Annual budget on an overall basis;
- (zz) **“Minorca”** shall mean a reference to Minorca Developers Private Limited;
- (aaa) **“OCDs”** means the optionally convertible debentures issued by the Company including the 92,974,041 optionally convertible debentures issued to Vatika pursuant to the SSA and 1,36,02,721 Series B optionally convertible debentures issued to Vatika on September 27, 2016,, the terms of which are set out in Annex 2 and Annex 18;
- (bbb) **“Party”** shall bear a reference to any one signatory to these Articles and **“Parties”** shall bear a collective reference to all such signatories;
- (ccc) **“Person”** means any natural person, limited or unlimited liability Company, corporation, general partnership, limited partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation;
- (ddd) **“Prohibited Payment”** means any offer, gift, payment, promise to pay, or authorization of the payment of any money or anything of value, directly or indirectly, to a Government Official (including political party officials) or to the family members thereof for the purpose of either (i) influencing any act or decision of the Government Official in his official capacity; (ii) inducing the Government Official to do or omit to do any act in violation of his lawful duty; or (iii) securing any improper advantage;
- (eee) **“Project”** means the development of residential group housing on the Property, with a current FSI of at least 1.75;
- (fff) **“Property”** means converted immovable property approximately measuring 14.30 acres, more fully described in Annex 5;
- (ggg) **“Real Estate Developer”** means any Person situated in India and engaged in the business of construction development of immovable properties in India and their Affiliates but shall, in no circumstances, include any financial investors who are not engaged in the development of immovable properties. For illustration purposes, IREO, SARE and Maple Tree would be considered as financial investors who are engaged in the development of immovable properties and Blackstone, GIC and Morgan Stanley will not be considered as financial investors who are involved in development of immovable properties;
- (hhh) **“Relevant Capacity”** means in relation to each of Vatika and Gates, on its own account or for that of any person or in any other manner and whether (i) through the medium of any Person controlled by it; or (ii) by or through employees, directors, officers of Vatika or Gates or of any Affiliate of Vatika or Gates or of any Person controlled by Vatika or Gates; or (iii) by or through any Company, body corporate, firm, trust or other formation Controlled by Vatika, Gates or their Affiliates;
- (iii) **“Relevant Securities”** shall have the meaning ascribed to the term in Annex 4;

- (jjj) **"Restricted Area"** means the radius of 3 (three)kilometers from the boundary of the Property(as the crow flies) as enclosed with the SHA;
- (kkk) **"RestrictedPeriod"** means the period from the Effective Date till the achievement of sale or bookings in respect of 75% (seventy five percent) of the units in the Project and collection of at least 50% (fifty percent) of the amounts payable by purchaser of such units. It is clarified that to constitute a "sale" or "booking", a binding agreement to sell or other appropriate binding documents / agreements shall have been executed by the Company and purchasers of such units;
- (lll) **"Securities"** means collectively the Debentures and Equity Shares and or such other securities as may be issued by the Company in accordance with the terms of the SHA and "Security" means a reference to one Debenture or one Equity Shareor one such other security issued by the Company;
- (mmm) **"Security Holder"** means a registered holder of at least 1 (one) Security;
- (nnn) **"Shareholder"** means the registered holder of at least 1 (one) Equity Share;
- (ooo) **"SHA"** refers to the Shareholders Agreement dated December 4, 2014 between the Investor, Company, Vatika and Gates including all appendices, as amended by first amendment agreement dated September 18, 2015, second amendment agreement dated December 28, 2016 and any shall include any other amendments to the SHA from time to time;
- (ppp) **"SSA"** refers to the Securities Subscription Agreement dated December 4, 2014 between the Investor, Company, Vatika and Gates;
- (qqq) **Tax** or **"Taxation"** means all forms of taxation, duties, levies, imposts and social security charges, including without limitation corporate income tax, wage withholding tax, value added tax, customs and excise duties, capital tax and other legal transaction taxes, stamp duty, dividend withholding tax, real estate taxes, other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in India;
- (rrr) **"Transfer"** means as regards to any of the Securities of a Party and shall include (i) any transfer or other disposition of such Securities, or any interest therein; (ii) any sale, assignment gift, donation, redemption, conversion or other disposition of such Securities or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of such Securities or any interest therein passes from one Person to another Person or to the same Person in a different legal capacity, whether or not for value; and (iii) the granting of any Securities, interest, lien, pledge/mortgage, Encumbrance, hypothecation or charge in or extending or attaching to such Securities or any interest therein;
- (sss) **"Vatika"** shall refer to Vatika Limited;
- (ttt) **"Vatika Disclosed Projects"** means and refers to the all projects being undertaken by Vatika Group as of the Effective Date within the Restricted Area;
- (uuu) **"Vatika Group"** means collectively Vatika and Gates;
- (vvv) **"Vatika KMP"** means collectively Anil Bhalla and Gautam Bhalla;
- (www) **"VSPPL"** means a reference to Vatika Sovereign Park Private Limited , having its registered office at Flat No. 621-A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi;
- (xxx) **"VSPPL Agreement"** means the shareholders' agreement of even date executed between VSPPL, the Investor and Vatika;
- (yyy) **"VSPPL Development Management Agreement"** means the development management agreement executed / to be executed between VSPPL and Vatika on the Closing Date;
- (zzz) **"World Bank"** means together the International Bank of Reconstruction and Development and the International Development Association with headquarters at Washington DC, United States of America; and
- (aaaa) **"the seal"** means the common seal of the Company.

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Company.

1.1 Interpretation

Unless the context otherwise requires in these Articles:

- (a) words importing the singular include the plural and vice versa;
- (b) reference to a gender includes a reference to the other gender;
- (c) reference to the words "include" or "including" shall be construed without limitation;
- (d) reference to these Articles or any other agreement, deed or other instrument or document shall be construed as a reference to such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated;
- (e) the headings in these Articles are for reference only and shall not affect the interpretation or construction hereof;
- (f) a time period for an act to be done shall be calculated by excluding the day on which that period commences and including the day on which that period ends. If the last day of such period is not a Business Day, the due day for the relevant act to be done shall be the next Business Day;
- (g) Any calculation of a Security Holder's holding in the Company shall also take into account any Securities held by an Affiliate of such Shareholder, provided such Affiliate has executed the Deed of Adherence; and
- (h) In the context of purchase or sale of any Securities held by the Investor, Gates or Vatika, any references in Articles 8, 9, 30 or 33 to the terms "Investor", "Vatika", "Gates", "Security Holder" or "Shareholder" shall (unless specifically stated in these Articles to the contrary), be construed as also including a reference also to their respective Affiliate(s) holding any Securities.

2. PRIVATE COMPANY

The Company is a private company within the meaning of Section 2(68) of the Act and accordingly:-

- (a) Restricts the right to transfer its shares;
- (b) Except in case of one Person Company, limits the number of its members to two hundred:

Provided that where two or more persons hold one or more shares in a Company jointly, they shall, for the purpose of these Articles, be treated as a single member:

Provided further that-

- (a) persons who are in the employment of the Company; and
- (b) persons who, having been formerly in the employment of the Company, were members of the Company while in that employment and have continued to be members after the employment ceased shall not be included in the number of members; and
- (c) prohibits any invitation to the public to subscribe for any securities of the Company.

3. BUSINESS OF THE COMPANY; OBJECTIVE OF THE PARTIES

- 3.1 The purpose of the Company shall be to undertake and engage in the Business and undertake the development of the Project, or such other business as may be decided by the Security Holders, from time to time, provided that such Business will be in compliance with the FDI Policy, and such other activities as may be desirable and proper in furtherance thereof. The Security Holders, to the extent that they have the authority and ability to do so, shall cause the Company to function in accordance with the Business Plan.
- 3.2 Vatika Group agree and acknowledges that any business relationship or agreements to be entered into between the Company and any of its Affiliates and/or Vatika's Affiliates

and/or Gates's Affiliates for the construction, development or any other aspects of the Project shall be entered into in good faith, on an Arms Length Basis and on prevailing market rates and shall be subject to prior approval of the Board.

- 3.3 The Parties agree that the amounts invested by the Parties towards subscription of the Securities pursuant to the SSA shall be applied in such manner as specified in the SSA.

4. USE OF INVESTMENT AMOUNT AND OTHER OBLIGATIONS

- 4.1 The Parties agree that the amounts invested by the Parties towards subscription of the Securities pursuant to the SSA shall be applied in such manner as specified in the SSA.

- 4.2 Each of Vatika, Gates and the Investor agrees to cooperate with the other and with the Company and to use its best commercial efforts to promote the success of the Company, including, without limitation, to contribute to any further issue of Securities made by the Company in accordance with the provisions of these Articles.

- 4.3 The Project may be developed/ constructed in phases as may be agreed between the Investor and Gates and all provisions of these Articles referring to or applicable to the Project shall refer to and mean such phase of the Project as mutually agreed to be developed or constructed by the Investor and Gates.

- 4.4 The Property, as per the current applicable Laws, has a permissible floor space index ("FSI") of 1.75 entitling the Company to construct an aggregate of 1,078,121 (one million seventy eight thousand one hundred and twenty one) sq. ft. The Parties agree and acknowledge that the Company shall have absolute rights on any increase in permissible FSI procured by any person with regard to the Property or arising out of changes in Law and the Company shall make all necessary applications to secure such additional FSI for the Project.

5. SHARE CAPITAL AND VARIATION OF RIGHTS

- 5.1 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.

- 5.2 Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided:

- (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 twenty rupees for each certificate after the first.

Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

- 5.3 If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under these Articles shall be issued on payment of twenty rupees for each certificate.

The provisions of Article 5.2 and Article 5.3 shall *mutatis mutandis* apply to debentures of the Company.

- 5.4 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

- 5.5 The Company may exercise the powers of paying commissions conferred by sub-section of section 40 of the Act, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder. The rate or amount of the commission shall not exceed the rate or amount prescribed in the rules made under sub-section (6) of section 40 of the Act. 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.
- 5.6 If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48 of the Act, 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.
- 5.7 To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
- 5.8 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.
- 5.9 Subject to the provisions of section 55 of the Act, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the Company before the issue of the shares may, by special resolution, determine.

6. LIEN

6.1 The Company shall have a first and paramount lien:

- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
- (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company;
- (c) Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

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

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

Provided that no sale shall be made:

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

6.3 To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

- (a) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (b) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

- (c) 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.
- (d) 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.

7. CALLS ON SHARES

- 7.1 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 byway of premium) and not by the conditions of allotment thereof made payable at fixed times:

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

- 7.2 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.
- 7.3 A call may be revoked or postponed at the discretion of the Board.
- 7.4 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.
- 7.5 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 7.6 If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent. per annum at such lower rate, if any, as the Board may determine.
- 7.7 The Board shall be at liberty to waive payment of any such interest wholly or in part:
- (a) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
 - (b) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 7.8 The Board may:
- (a) if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
 - (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, twelve per cent, per annum, as may be agreed upon between the Board and the member paying the sum in advance.

8. TRANSFER OF SHARES

- 8.1 The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee. 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.
- 8.2 The Board may, subject to the right of appeal conferred by section 58 of the Act decline to register:
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

- (b) any transfer of shares on which the Company has a lien.
- 8.3 The Board may decline to recognise any instrument of transfer unless:
- (a) the instrument of transfer is in the form as prescribed in rules made under subsection (1) of section 56 of 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.
- 8.4 On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:
- Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
9. **GENERAL CONDITIONS APPLICABLE TO TRANSFERS**
- 9.1 The Parties acknowledge that any Transfer or attempted Transfer of any of the Securities or any interest therein, which is in violation of these Articles shall be null and void *ab initio*, and the Parties shall do all acts, deeds or things to prevent such Transfer from being given effect to.
- 9.2 The Parties agree that the Transfer restrictions in these Articles shall not be avoided by the holding of Securities indirectly through a Company or other entity the shares of which Company or entity shall then itself be Transferred in order to effect an indirect Transfer of an interest in the Securities.
- 9.3 Any Transfer of any class of Securities of the Company by a Security Holder in compliance with this Article 9.3 shall include a transfer of an equal proportion of all other types of Securities of the Company held by such Security Holder. It is clarified that no Shareholder shall Transfer any voting rights without Transfer of the underlying Securities.
- 9.4 The Investor shall not Transfer its Securities to any Real Estate Developer; provided that any Transfers pursuant to Article 30.1 and Article 33.3 shall not be subject to the restriction contained in this Article 9.4.
- 9.5 Any Transfers by a Security Holder to a third party in the manner permitted by these Articles shall be subject to such transferee executing a Deed of Adherence as set out in Annex 15. Provided however that, in the event the Transfer to a third party in the manner permitted by these Articles results in the Investor ceasing to hold any Security in the Company, unless otherwise required by the Investor, there shall be no requirement for the third party to execute a Deed of Adherence.
- 9.6 Without limiting the generality of the foregoing Article 9.5, no Securities shall be transferred by a Security Holder to a third party transferee, if the transferee is unable to provide the same representations and warranties as contained in the SHA, with respect to itself. Provided that the provisions of this Article 9.6 shall not apply to Transfers pursuant to Article 30 and Article 33.3.
- 9.7 Each Security Holder shall inform the other Security Holders of any solicited / unsolicited offers received by it, in relation to the Securities held by it. It is further agreed that the Parties shall not receive any consideration indirectly other than what is disclosed to the other Party, for the Transferor Securities.
- 9.8 Any stamp duty or transfer taxes or fees payable on the Transfer of any Securities shall be borne and paid by the transferee. For the avoidance of doubt it is hereby clarified that transfer taxes, wherever referred in these Articles, shall not include any income tax payable by the transferor pursuant to the transfer of the Securities.
- 9.9 At the closing of any Transfer, the transferor shall deliver certificates representing the Securities to be transferred by them to the transferee accompanied by duly executed instruments of Transfer, which Securities shall be free and clear of any Encumbrance. At such closing, all Parties to the transaction shall execute such additional documents as may be necessary or appropriate to affect the sale of their respective Securities.

- 9.10 All physical certificates representing Securities issued to the Security Holders by the Company, shall bear the following legend, as well as any other legends required under any applicable Laws:

THESE SECURITIES ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SHAREHOLDERS' AGREEMENT DATED DECEMBER 04, 2014 EXECUTED BY AND AMONG THE COMPANY AND THE SECURITY HOLDERS OF THE COMPANY NAMED THEREIN. A COPY OF SUCH AGREEMENT IS ON FILE AT THE REGISTERED OFFICE OF THE COMPANY. THE SALE, TRANSFER, ENCUMBRANCE OR OTHER DISPOSITION OF THESE SECURITIES IS SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING CERTAIN RESTRICTIONS ON TRANSFERABILITY) OF THE SHAREHOLDERS' AGREEMENT AND SUCH SECURITIES ARE TRANSFERABLE ONLY UPON PROOF OF COMPLIANCE THEREWITH. ANY ATTEMPT TO SELL, TRANSFER, ENCUMBER OR OTHERWISE DISPOSE OF THESE SECURITIES OTHER THAN IN COMPLIANCE WITH THE SHAREHOLDERS' AGREEMENT SHALL BE NULL AND VOID AB INITIO.

- 9.11 It is clarified that breach of the provisions of this Article 9 shall be deemed a material breach of these Articles in terms of Article 33 of these Articles.

10. TRANSMISSION OF SHARES

- 10.1 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.

Nothing in this Article 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.

- 10.2 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.
- (c) 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.

- 10.3 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.

- (a) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (b) 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.
- (c) A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

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

11. FORFEITURE OF SHARES

- 11.1 If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so

much of the call or instalment as is unpaid, together with any interest which may have accrued.

11.2 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.

11.3 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.

11.4 A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

11.5 A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares. The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

11.6 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 against all persons claiming to be entitled to the share;

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

11.8 The transferee shall thereupon be registered as the holder of the share; and the transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

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

12. ALTERATION OF SHARE CAPITAL

12.1 Subject to Article 15 (*Distribution Mechanism*), Article 24 (*Consent Matters*) and Article 44.3 (*Further Issue*), the Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

12.2 Subject to the provisions of Article 15 (*Distribution Mechanism*), Article 24 (*Consent Matters*) and section 61 of the Act, the Company may, by ordinary resolution:

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

12.3 Subject to Article 15 (*Distribution Mechanism*) and Article 24 (*Consent Matters*), the Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law: (i) its share

capital; (ii) any capital redemption reserve account or (iii) any share premium account.

13. CAPITALISATION OF PROFITS

Subject to Article 15 (*Distribution Mechanism*) and Article 24 (*Consent Matters*) the Company in general meeting may, upon the recommendation of the Board, resolve:

- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution;
- (b) that such sum be accordingly set free for distribution amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (c) the sum aforesaid shall not be paid in cash but shall be applied, subject to the provision either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively;
- (d) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
- (e) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
- (f) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

13.1 Whenever such a resolution as aforesaid shall have been passed, the Board shall:

- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
- (b) generally do all acts and things required to give effect thereto.

13.2 Subject to Article 24 (*Consent Matters*), the Board shall have power:

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

14. Unlawful Payments and Anti-Corruption

(a) General

The Parties undertake not to act in violation of the Anti Corruption Laws applicable to it.

(b) Anti-corruption measures

- (i) No Party nor any of its employees or Affiliates has taken or will take any action, directly or indirectly (or cause anyone to take any action), that would result in a violation of any Anti-Corruption Laws, and Vatica, Gates and the Investor will respectively continue to take all reasonable measures, to procure or ensure that themselves, the Company and their employees or Affiliates conduct their businesses in conformity with the Anti-Corruption Laws, including to maintain accurate books and records and implement appropriate policies and procedures to prevent their employees or Affiliates from violating the Anti-Corruption Laws with

the intent of obtaining or retaining business or an advantage for the Company.

- (ii) Each of the Parties and the Company represents and certifies that it is in full compliance with all Anti Corruption Laws and has not been convicted of or pleaded guilty to a criminal offense, including one involving fraud, corruption, or moral turpitude, that it is not now, to the best of its knowledge, the subject of any government investigation for such offenses, and that it is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.
- (iii) In the event any Party appoints / delegates its or part of its functions / obligations under these Articles to a third party (as permitted under these Articles), to act on behalf of or for the benefit of itself or the Company, such Party shall respectively ensure similar obligations as in sub-article (i) to be provided by such third parties to the Parties herein.
- (iv) No Party shall create any arrangement with a Governmental Authority that would compromise its ability to perform its obligations under these Articles;
- (v) The Company shall not engage in any business activities with, or for the benefit of, any persons or countries that are subject to, or the target of, any sanction administered by the Office of Foreign Assets Control of the United States of America Treasury Department or any sanctions imposed by the European Union (including under Council Regulation (EC) No. 194/2008), the United Nations Security Council, Her Majesty's Treasury or any other relevant governmental entity, including any "Specially Designated Nationals and Blocked Persons", or any government, national, resident or legal entity of Cuba, Iran, Libya, Myanmar (Burma), North Korea, Sudan or Syria.
- (vi) Each of the Parties to these Articles affirms that it has not, and that it does not, have any evidence that any of its owners, controlling shareholders, directors, officers, employees and any other person working on its behalf has, either directly or indirectly, offered, made, promised or authorized the making, of a Prohibited Payment with respect to the Project.
- (vii) Each of the Parties further affirms that it shall not, and that it shall take all reasonable steps to ensure that its owners, controlling shareholders, officers, employees and other persons working for it do not, in the future, either directly or indirectly, offer, make, promise or authorize the making, of a Prohibited Payment with respect to the Company.
- (viii) Each of the Parties to these Articles agrees that it shall promptly report to the other Party any Prohibited Payment or any violation of applicable Laws of which it obtains knowledge, becomes aware, or has reasonable grounds to believe has occurred.
- (ix) Each of the Parties to these Articles agrees that it may withdraw from these Articles if it has reasonable grounds to believe in good faith that the other Party or anyone working on its behalf has made a Prohibited Payment or violated, aided and abetted a violation of, or conspired to violate any applicable Laws. Upon discovery of such an act the Parties shall consult with each other to seek to resolve the matter. In the event that the matter cannot be resolved to the satisfaction of each Party then each Party may, upon providing 30 (thirty) days written notice to the other Party (regardless of whether such discussions are continuing), withdraw or terminate these Articles.
- (x) Vatika Group agree that, in connection with these Articles, any violation or failure by Vatika, Gates or the Company or their respective employees to the extent that Vatika, Gates or the Company is attributed with the violation or failure, to comply with the Anti-Corruption Laws as determined by the relevant court, tribunal or regulatory authority or other applicable agency shall constitute a material breach under these Articles and Vatika Group shall forthwith notify the Investor of this event.
- (xi) The Investor agrees that, in connection with these Articles, any violation or failure by the Investor or its employees to the extent that the Investor is attributed with the violation or failure, to comply with the Anti-Corruption Laws as determined by the relevant court, tribunal or

regulatory authority or other applicable agency shall constitute a material breach under these Articles and the Investor shall forthwith notify Vatika Group of this event.

- (c) It is clarified that breach of the provisions of this Article 14 shall be deemed a material breach of these Articles in terms of Article 33.

15. DISTRIBUTION MECHANISM

15.1 The Company agrees and undertakes that it shall, and Vatika, Gates and the Investor agree that they shall cause the Board to utilize all distributable cash flows of the Company for making payments or creating reserves, in a manner the Board deems fit, and in compliance with applicable Laws, in the following order of preference:

- (a) Make deduction for and shall pay all applicable taxes and other statutory dues or to create appropriate reserves therefor, if any;
- (b) All amounts accrued and payable to the lenders (including interest and principal) pursuant to any indebtedness at applicable seniority shall be paid. It is clarified that interest payable to the Security Holders towards Debentures shall not be included herein;
- (c) Any amounts due and payable under the Development Management Agreement; and
- (d) Such other amounts as may be designated by the Board to be set aside for the requirements of the Company and the Project.
- (e) The difference between all distributable cash flows of the Company and the amounts paid pursuant to Article 15.1(a) as increased by any amount of withholding taxes paid (a) on interest payable on CCDs, or (b) on interest or redemption premium payable on OCDs prior to the actual payment of the said amounts to the respective Security Holders shall hereinafter be referred to as the **"Distributable Amount"**. The Parties agree the term **"Distributable Amount"** shall mean and include all amounts available with the Company for distributions in accordance with applicable Law, including without limitation, any amounts available for distribution as dividend on the Equity Shares, interest on the Debentures, buybacks/re-purchase of the Securities, redemption of OCDs, reduction of share capital or any other amounts available for distributions as may be decided by the Board in accordance with the applicable Law.
- (f) The Board may, at its discretion, authorise payment, out of the Distributable Amount, of interest on CCDs and OCDs to the Security Holders, on an annual basis in accordance with their respective terms. It being understood that interest on CCDs and interest on OCDs shall be payable simultaneously.
- (g) The Board shall be entitled to make Distributions of all or any portion of the remaining Distributable Amount, after payment of interest on CCDs and OCDs, to the Security Holders by any of the following methods:
 - (h) on availability of distributable profits, by declaring dividend on the Equity Shares; or
 - (i) in absence of distributable profits, by (A) commencing a buy-back of Equity Shares after conversion of specified CCDs and conversion or redemption of specified OCDs; or (B) commencing a capital reduction process after conversion of specified CCDs and conversion or redemption of specified OCDs, at all times maintaining the Relevant Distribution Ratio;] and the Shareholders shall exercise their rights in relation to the Company in order to facilitate such distribution. The term "Distributions" referred to in this Article 15.1 shall mean and include, without limitation, any payment of dividend on the Securities, any Taxes paid and/or payable by the Company on the Distributions, including dividend distribution tax on respective dividends received by each Security Holder, any buybacks and/or re-purchase of the Securities, any reduction of Share Capital, any payment of interest or otherwise on Securities, any redemption of Securities, any other distributions mechanism as may be decided by the Board and approved by Gates and the Investor in accordance with the applicable Law. It is clarified that any and all withholding taxes, any tax deductions at source and any Taxes paid and/or payable by the Company on the Distributions to a Security Holder shall be deducted from such Security Holders' share of the Distribution Amount. By way of illustration, if the Distributable Amount is Rs. 1,000 and the Relevant Distribution Ratio is Vatika

Group – 51% and Investor – 49%, Vatika Group's share of the Distribution Amount will be Rs. 510 and the Investor's share of Distributable Amount will be Rs.490. In case the entire Vatika Group's share of the Distribution Amount (i.e., Rs. 510) is Distributed to Vatika Group as dividend and the Company is required to pay a 10% dividend distribution tax on the dividend declared by it, the Company will deduct the dividend distribution tax (i.e., Rs. 51 being 10% of Rs. 510) from Vatika Group's share of the Distribution Amount (i.e., Rs. 510 less Rs. 51) and pay the balance amount of Rs. 459 to Vatika Group. Similarly, if the Investor's share of the Distributable Amount is Distributed to the Investor as dividend, and the Company is required to pay a 10% dividend distribution tax on the dividend declared by it, the Company will deduct the dividend distribution tax (i.e., Rs. 49 being 10% of Rs. 490) from the Investor's share of the Distribution Amount (i.e., Rs. 490 less Rs. 49) and pay the balance amount of Rs. 441 to the Investor.

- (j) The Investor and Vatika Group agree to explore and adopt the most efficient way to pay out the Distributable Amounts to the Security Holders.
- (k) The term "IRR" or "**Internal Rate of Return**" means at any time, the annual discount rate at which the net present value of the Investor's investment in the Company equals the net present value of all Distributions and other amounts received by the Investor from such investment, calculated for each investment from the actual date such investment was made. The IRR shall be calculated on the basis of the actual number of days that have elapsed over a 365 or 366-day year, as the case may be, using cumulative quarterly compounding. Each IRR calculation shall be determined from and including the actual date upon which an investment was made to and including the actual date any distribution or other payment is made on account thereof. It is clarified that, for the purpose of IRR calculation, (A) distributions to the Investor shall be considered after deduction of any withholding tax, cost and expenses, as applicable in India; (B) amounts received by an Investor transferee pursuant to any Transfer of such Securities by the Investor shall be included; (C) the Investor's investment in the Company shall include aggregate amounts paid by the Investor to acquire any Securities in the Company from other Security Holders (not being Affiliates of the Investor).
- (l) The term "**post tax**" shall mean net of all withholding taxes, any tax deductions at source and any/ all Taxes paid/ payable by the Company for any distributions to the Investor.

15.2 Relevant Distribution Ratio

- (a) The Shareholders agree that the distribution ratio between the Investor and Vatika Group shall be maintained as follows ("**Relevant Distribution Ratio**"):
- (b) Until the aggregate amounts received by the Investor from any such Distributions has yielded to the Investor a post tax IRR of 18% (eighteen per cent) on the aggregate amounts paid or contributed by it to acquire the Securities held by it ("Hurdle"), Vatika Group (collectively) shall be entitled to receive 51% of the Distributable Amount and the Investor shall be entitled to receive 49% of the Distributable Amount. All payments received by the Investor from the Distributable Amount and all returns on the Securities shall be counted towards the IRR computation.
- (c) After the Hurdle is satisfied, Vatika Group (collectively) shall be entitled to receive 60.80% of the Distributable Amount and the Investor shall be entitled to receive 39.20% of the Distributable Amount.
- (d) Both (i) and (ii) above are subject to there having been no further funding or investment where either the Investor or Vatika Group has not participated. I
- (e) In the event of there being a Non-Contributing Shareholder in terms of Article 44.3, the Relevant Distribution Ratio shall be adjusted and apply in the manner set out in Annex 14.
- (f) The Company, Vatika Group(jointly and severally) and the Investor shall ensure that the Relevant Distribution Ratio is maintained by taking, and causing the Company to take, as applicable, any or all of the following actions:
 - (i) converting specific CCDs and/or OCDs to Equity Shares;
 - (ii) redeeming OCDs;

- (iii) transferring Securities held by one Security Holder to the other Security Holder;
- (iv) undertaking buy-back of Equity Shares;
- (v) undertaking capital reduction; and / or
- (vi) any other mechanism mutually agreed between the Parties.

15.3 **Clawback**

- (a) It is clarified that, in the event the Hurdle with respect to the Investor (through receipt by Investor of 18% post tax IRR) has been satisfied and the Investor is required to make any further investments/ contributions in the Company, such that if such further investments were included in the aggregate amounts paid or contributed by the Investor to acquire any Securities held by it, the Hurdle would not be satisfied, Vatika shall be obligated to immediately pay to the Investor all excess amounts received by Vatika under Articles 15.1 and 15.2 over and above its proportionate (in accordance with the Relevant Distribution Ratio applicable at the time, determined in the manner set out in the SHA) entitlement (all such excess amounts to be referred to as the “**Clawback Amount**”). At the option of the Investor, Vatika shall contribute the Clawback Amount into the Company after grossing up for its share in the Relevant Distribution Ratio applicable at that time, determined in the manner set out in Article 15.2 (i.e. the Clawback Amount divided by such Relevant Distribution Ratio). Such contribution by Vatika to the Company shall be made either by way of a reimbursement or refund as excess amounts received by it, or by subscription of such securities or instruments as approved by the Investor, or through such other mechanism as may be agreed by the Investor. In case of contribution of the Clawback Amount by Vatika to the Company in the manner stipulated above, the Parties shall cause the Company to pay such Clawback Amount to the Investor within reasonable timelines.
- (b) Notwithstanding anything to the contrary contained in these Articles, the Parties agree that in the event the Investor is unable to receive the Clawback Amount in the manner set forth in this Article 15.3, all Distributions from the Company shall be made to the Investor only, till such time as the Investor has received an amount equal to the Clawback Amount.

15.4 **Distribution on Liquidation**

- (a) In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, all OCDs and CCDs shall be converted to Equity Shares as per the conversion ratio set out in their respective terms under the Articles. It is clarified that upon conversion of the OCDs and CCDs in the manner provided above, Vatika Group and the Investor shall not be entitled to receive any outstanding interest/redemption premium on such Securities.
- (b) Upon completion of the steps set out in Article 15.4(a), all amounts available for distribution at liquidation of the Company shall be distributed among the Investor and Vatika Group in the Relevant Distribution ratio applicable at the relevant time.
- (c) In the event of any change in applicable Law which impacts the commercial understanding of the Parties (including making the Distributions in the Relevant Distribution ratio applicable at the relevant time, determined in the manner set out in Articles 15.1, the Parties agree to re-negotiate the terms of these Articles to ensure that the commercial understanding as set out in Article 15.1 and Article 15.2 is achieved in compliance with the applicable Law.

15.5 **Exit Mechanism and Holdback**

- (a) upon Final Completion (“**Exit Event**”), the Investor shall, post discussion with Vatika, at its sole discretion, have the right to take any of the following actions:
- (b) sell all Securities owned by the Investor to Vatika Group, following the procedure detailed in Annex 4, at the Determined Value;
- (c) convert all its CCDs to Equity Shares, whereupon Vatika shall convert all OCDs to Equity Shares, at all times maintaining the Relevant Distribution Ratio, and cause the Company to initiate a buy-back process to buy-back all the Equity Shares held by the Investor at the Determined Value;

- (d) convert all CCDs to Equity Shares, whereupon Vatika shall convert all OCDs to Equity Shares, at all times maintaining the Relevant Distribution Ratio, and cause the Company to initiate a capital reduction process to enable the Investor to exit from the Company at Determined Value; or
- (e) subject to Final Completion, require the Company to sell the entire Project and distribute all available Distributable Amounts to the Security Holders in the Relevant Distribution Ratio applicable at the relevant time, determined in the manner set out in Articles 15.1 and Article 15.2;
- (f) and the Shareholders shall exercise their rights in relation to the Company in order to facilitate the above actions. The Determined Value shall be finalised by the Parties within 10 (ten) days of a written request for such determination by the Investor being submitted to Vatika.
- (g) The Investor and Vatika Group shall upon the Investor initiating any of the actions set out in Article 15.5(a) pursuant to an Exit Event, mutually agree to create an appropriate reserve to meet any potential liabilities including towards any Tax claims or defects. The mechanism for creation of such reserve shall be determined by the Investor and Vatika Group at the appropriate time in consultation with experts.
- (h) It is clarified that breach of the provisions of this Article 15 shall be deemed a material breach of these Articles in terms of Article 33 of these Articles.

16. **BUY-BACK OF SHARES**

Subject to the provisions of these Articles and sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

17. **CONSTRUCTION AUDITS**

The Investor and Vatika Group may, at their own respective cost and expense, audit all aspects of the Company's construction development operations, using their own employees or external consultants. The other Party shall cause the Company in any such investigation to provide access to its books and records and the reasonable cooperation of its officers and employees.

18. **ACCOUNTING PRINCIPLES**

The Company shall adopt the Indian GAAP in relation to its financial statements.

19. **FINANCIAL STATEMENTS, PROVISION OF FINANCIAL AND OPERATIONAL DATA**

- 19.1 At all times during the term of these Articles, and subject to applicable Laws, the Company shall supply to the Security Holders, in English, with respect to the Company:
- 19.2 Monthly management accounts (including, but not limited to, an income statement, bank statement, a cash flow statement, , a balance sheet, detailed break-down of working capital, an aging analysis of receivables (this could be quarterly), assets, and comparisons of actual expenditure to budget and status of construction) prepared in accordance with the principles of GAAP within 15 (fifteen) days of the end of each calendar month;
- 19.3 Quarterly management accounts and information (as described in Section 19.2) within 30 (thirty) days of the end of each calendar quarter prepared in accordance with the principles of each of Indian GAAP applicable accounting standards as well as updated budget and cash flow forecasts on a quarterly basis;
- 19.4 Provisional annual financial statements (draft) within 30 (thirty) days of the relevant financial year end, and final annual audited financial statements within 75 (seventy five) days of the relevant financial year end, together with notes thereto in accordance with Indian GAAP and any reports by auditors or Directors in respect of such statements;
- 19.5 Such additional financial statements as prepared under Indian GAAP at such times as are necessary in order that the Security Holders can prepare and distribute their own financial statements in accordance with its or its parent companies authorization documents along with any information required by the Security Holders for reporting and public filings (including for regulatory and tax reasons);

- 19.6 Monthly construction details, including tenders, contracts, work done, building material price (limited to steel and cement) and quantity variances from the budget, tendering schedules, schedules for receipt of drawings and construction schedules;
- 19.7 Comparisons to annual and monthly budget and most recent forecasts where applicable;
- 19.8 Annual budget (including monthly budget containing an income statement, a statement of cash flow, a balance sheet and detailed break-down of working capital), no later than 30 (thirty) days prior to the beginning of each Financial Year;
- 19.9 Quarterly / half yearly internal audit reports;
- 19.10 Copies of minutes of all Board and Shareholder meetings;
- 19.11 Information with respect to the commencement of any material Claim(s), litigation or proceedings, including without limitation, copies of all notices, including show cause notice or in relation to any litigation or claim against the Company, as soon as the same is received by the Company;
- 19.12 Information with respect to any communication received in respect of the licenses and permits obtained by the Company in respect of the Property and the Project;
- 19.13 Copies of all insurance certificates/ policies with respect to renewal or replacement policies shall be delivered to Security Holders within 30 (thirty) days prior to the expiration of the policy being renewed or replaced.
- 19.14 Such other information or documents as may be reasonably requested by the Security Holders within a period of 60(sixty) days, including specifically information or documents requested by the Investor in the specific templates provided by the Investor and in the form and manner specified by the Investor, from time to time.
- 19.15 In addition, the Investor by providing 15 (fifteen) days prior written notice to the Company, may request for the following:
 - (a) Uploading of monthly / quarterly reports, including on actual monthly sales achieved, sales revenue, details of loans, development budget, status of approvals and contracts, construction progress, cash flow position and financial status on the indicated web platform of the Investor;
 - (b) Any third party reports obtained by the Company in relation to its Business or Project;
 - (c) Copies of all contracts entered into by the Company;
 - (d) Copies of all tax returns, including all direct and indirect taxes;
 - (e) Copies of all filings made under the Act and with the Reserve Bank of India and Government of India;
 - (f) Copy of each Approval, correspondence with Government Authorities, drawing and/ or plan pertaining to the Project; and
 - (g) Copies of all insurance policies that the Company has obtained and/ or insurance policies obtained by third parties.

20. **FINANCIAL YEAR**

Subject to the provisions of applicable Laws, the Company shall have its financial year beginning on the first day of April of a given year and ending on the last day of March in the succeeding year unless otherwise mutually agreed by the Parties in writing ("**Financial Year**").

21. **BUSINESS PLAN AND PROJECT GUIDELINES**

- 21.1 The Investor and Vatika Group shall prepare and present for approval and adoption by the Board, no later than 180 (One Hundred and Eighty) days following the Effective Date, a proposed Business Plan. The Company shall conduct its business in line with the Initial Development Plan till such time as the Business Plan is approved by the Board in accordance with these Articles.
- 21.2 Vatika Group shall prepare an Annual Budget for the Company for each Financial Year at least 30 (thirty) days prior to the end of the preceding Financial Year and shall provide

the Board with a copy of such proposed Annual Budget to be presented for approval and adoption by the Board, and the vote with respect to such approval and adoption shall occur prior to the end of the preceding Financial Year. If the Annual Budget is not so made or approved by the Board within 30 (thirty) days from the date of submission thereof to the Board, the Company shall operate within the proposed budget for such Financial Year as indicated in the last approved Business Plan, till such time as a revised Annual Budget is approved by the Board.

- 21.3 The Parties agree to abide by the Business Plan. The Business Plan shall be valid for a period of 6 (six) years from the date on which it is adopted by the Board (subject to extensions, if any, in the manner set out in these Articles), the Business Plan may be formally revised on an annual basis, provided that it may be modified / amended in accordance with the terms of these Articles. Provided however, if the Project has not achieved Final Completion within a period of 6 (six) years from the date on which the Business Plan is adopted by the Board, the Board shall approve and amend and extend the Business Plan, as required. If the amended and extended Business Plan is not so approved by the Board within 30 (thirty) days of its expiry, the existing Business Plan shall be automatically renewed in the same form and continue to be applicable, unless the Board determines otherwise.
- 21.4 The construction, development, marketing and sale of units of the Project shall be in different phases and shall be managed on a daily basis by Development Manager as appointed by the Company from time to time.
- 21.5 The Development Manager or the Company shall prepare a monthly drawdown schedule ("**Monthly Drawdown Schedule**") setting forth the funds/ amounts required by the Company in accordance with the Business Plan. The Monthly Drawdown Schedule shall be submitted to the Board of Directors for its approval. The Board shall, subject to its approval, transfer the funds/ amounts to the expense account maintained by the Development Manager on a monthly basis in accordance with the Monthly Drawdown Schedule.

22. **EXIT MECHANISM AND HOLDBACK**

- 22.1 Upon Final Completion ("**Exit Event**"), the Investor shall, post discussion with Vatika, at its sole discretion, have the right to take any of the following actions:
- 22.2 sell all Securities owned by the Investor to Vatika Group, following the procedure detailed in Annex 4, at the Determined Value;
- 22.3 convert all its CCDs to Equity Shares, whereupon Vatika shall convert all OCDs to Equity Shares, at all times maintaining the Relevant Distribution Ratio, and cause the Company to initiate a buy-back process to buy-back all the Equity Shares held by the Investor at the Determined Value;
- 22.4 convert all CCDs to Equity Shares, whereupon Vatika shall convert all OCDs to Equity Shares, at all times maintaining the Relevant Distribution Ratio, and cause the Company to initiate a capital reduction process to enable the Investor to exit from the Company at Determined Value; or
- 22.5 subject to Final Completion, require the Company to sell the entire Project and distribute all available Distributable Amounts to the Security Holders in the Relevant Distribution Ratio applicable at the relevant time, determined in the manner set out in Articles 15.1 and Article 15.2 and the Shareholders shall exercise their rights in relation to the Company in order to facilitate the above actions. The Determined Value shall be finalised by the Parties within 10 (ten) days of a written request for such determination by the Investor being submitted to Vatika.
- 22.6 The Investor and Vatika Group shall upon the Investor initiating any of the actions set out in Article 15.5(a) pursuant to an Exit Event, mutually agree to create an appropriate reserve to meet any potential liabilities including towards any Tax claims or defects. The mechanism for creation of such reserve shall be determined by the Investor and Vatika Group at the appropriate time in consultation with experts.

23. **CONDUCT OF BUSINESS AND EXERCISE OF RIGHTS**

- 23.1 All resolutions of the Board and resolution of the Shareholders required to be passed shall be validly passed if they are passed in the following manner ("**Unanimous Consent**"):

- 23.2 If a matter requires approval of the Shareholders, subject to satisfaction of quorum requirement as set out in Article 40.3, it shall be by approval, authorization, ratification or resolution by each of the Investor and Gates having been duly given, which approval may be given or withheld in the sole and absolute discretion of either Shareholder; and
- 23.3 If a matter requires approval of the Board, subject to satisfaction of quorum requirement as set out in Article 36.3, it shall be passed by approval, authorization, ratification or resolution by at least one Investor Director and one Gates Director, which approval may be given or withheld in the sole and absolute discretion of any Director.
- 23.4 Any matter brought before the Board for consideration, may, at the request of either the Investor or Gates, be taken up for approval by the Shareholders. It is clarified that the approval of the Shareholders may be obtained by way of a written consent prior to the meeting.
- 23.5 Notwithstanding anything to the contrary contained in theseArticles, on any matter required to be decided by the Board / Shareholders pertaining to:
- (a) declaring a default by the Development Manager under the Development Management Agreement;
 - (b) delivering notices with respect to any default by the Development Manager under the Development Management Agreement;
 - (c) exercising the enforcement of rights against the Development Manager on behalf of the Company under the Development Management Agreement;
 - (d) terminating the Development Management Agreement on behalf of the Company;
 - (e) making any payments under the Development Management Agreement except in accordance with the Development Management Agreement; or
 - (f) otherwise modifying, amending or altering the Development Management Agreement (excluding exercise of rights under Clause 4.4 of the Development Management Agreement), (vii) issuing any instructions, authorisations or approvals to the Development Manager pursuant to or in accordance with the Development Management Agreement, in the event the Development Manager is Vatika oran Affiliate of Vatika,
 - (g) declaring a default by any party, other than the Investor, to the Deed of Undertaking; (ii) delivering notices with respect to any default by any party, other than the Investor, to the Deed of Undertaking; or (iii) otherwise modifying,amending or altering the Deed of Undertaking,

subject to compliance with applicable Laws, at the option of the Investor, Gates Directors or Gates or Vatika, as the case may be, shall recuse themselves from participating and/ or voting on such matter or item and a decision on such matter/ item shall only be taken by the affirmative vote of the Investor Directors / Investor, as the case may be or Vatika or Gates shall vote in accordance with the request made by the Investor.

- 23.6 Without prejudice to the other provisions of theseArticles, the Shareholders and the Company agree to exercise all powers and rights available to them (including their voting rights) in support of the provisions of these Articles so as to procure and ensure that the provisions of theseArticles are complied with in all respects by the Parties hereto.
- 23.7 Each Shareholder shall vote or cause to be voted all Securities of the Company bearing voting rights beneficially owned by such Shareholders at any annual or extraordinary meeting of shareholders of the Company (the **"Shareholders' Meeting"**) or in any written consent executed in lieu of such a meeting of shareholders (the **"WrittenConsent"**), and shall take all other actions necessary, to give effect to the provisions oftheseArticles and to ensure that the Articles do not, at any time hereafter, conflict in any respect with the provisions of theseArticles including, without limitation, voting to approve amendments and/or restatements of the Articles and remove directors that take actions inconsistent with theseArticles or fail to take actions required to carry out the intent and purposes of theseArticles. In addition, each Shareholder shall vote or cause to be voted all Securities of the Company beneficially owned by such Shareholder at any Shareholders' Meeting or act by Written Consent with respect to such Equity Shares, upon any matter submitted for action by the Shareholders or with respect to which such Shareholder may vote or act by Written Consent, in conformity with the specific terms and provisions of the SHAand the Articles. In the event that there is any conflict between the SHAand these Articles, theArticles shall prevail and the Shareholder shall to the extent necessary, cause the change, amendment or modification of the Articles to eliminate any such inconsistency.
- 23.8 In order to effectuate the provisions of theseArticles, and without limiting the generality of this Article 23.8, each Shareholder (i) hereby agrees that when any action or vote is

required to be taken by such Shareholder pursuant to these Articles, such Shareholder shall use its best efforts to call, or cause the appropriate officers and directors of the Company to call, one or more Shareholders' Meetings to take such action or vote, to attend such Shareholders' Meetings in person or by proxy for purposes of obtaining a quorum, or to execute or cause to be executed a Written Consent to effectuate such shareholder action, (ii) shall use its best efforts to cause the Board to adopt, either at a meeting of the Board or by unanimous written consent of the Board, all the resolutions necessary to effectuate the provisions of these Articles and (iii) shall use its best efforts, to the extent not in violation of applicable Law, to cause the Board, the secretary of the Company, or if there be no secretary, such other officer of the Company as the Board may appoint to fulfill the duties of secretary, not to record any vote or consent contrary to the terms of this Article 23.8.

- 23.9 All matters at a meeting of a committee or sub-committee of the Board shall be decided by unanimous consent of one Investor representative and one Gates representative. In case of (a) disagreement on any between the Investor representative and Gates representative or (b) non-availability of either the Investor representative or Gates representative for two consecutive committee or sub-committee meetings, such matter shall be referred to the Board.
- 23.10 It is clarified that breach of the provisions of this Article 23, Article 36 or Article 37 shall be deemed a material breach of these Articles in terms of Article 33 of these Articles.

24. **CONSENT MATTERS**

- 24.1 No resolution shall be included as an agenda item, taken up at any meeting, placed, discussed and/or decided at a meeting of the Board (or any committees or sub-committees thereof) either at a physical meeting or by audio visual electronic communication or by circular resolution or at any meeting of the Shareholders (including through a postal ballot or audio visual electronic communication), and no action or decision shall be taken (whether by the Board, any committee, sub-committee, the Shareholders or any of the employees, directors, officers or managers of the Company), with respect to any Consent Matter, unless, in each case, the prior written consent of each of the Investor and Gates is first obtained with respect to such Consent Matter.
- 24.2 If the Board (or any committees or sub-committees thereof) or the Shareholders or any director, employee, officer or manager of the Company, as the case may be, wish to take any action and/or place as an agenda item in the notice calling for meetings, with respect to any Consent Matter at any meeting of the Board (or any committees or sub-committee thereof) (including by way of a circular resolution or through audio visual electronic communication) or at any general meeting of the Shareholders (including by way of postal ballot or audio visual electronic communication), the Company shall first obtain prior written consent from the Investor and Gates, without which the Company shall not be able to take up and/or place as an agenda item in the notice calling for meetings such Consent Matter in a meeting of the Board (or any committees thereof) or any meeting of the Shareholders.
- 24.3 Prior to issuance of any notice, calling for a meeting of the Board (or any committees or sub-committees thereof), including by way of a circular resolution or through audio visual electronic communication thereof, or Shareholders (including by way of postal ballot or audio visual electronic communication), as the case may be, as per the provisions of these Articles, to the directors or Shareholders (as the case may be) for convening a meeting of the Board (or any committees or sub-committees thereof) or the Shareholders (as the case may be) to transact any business / matters covered by the Consent Matters, the Company shall prior to issuance of such notice, issue a written notice to each of the Investor and Gates, for the purpose of obtaining their written consent ("**Consent Notice**"). The Consent Notice shall contain details of the Consent Matter proposed to be taken up and shall provide a detailed explanation from the Company regarding the rationale for taking up such Consent Matter. In the event the Consent Matter relates to pricing of units of the Project, the Investor shall respond to the Consent Notice within 3 (three) Business Days of the date of receipt of the Consent Notice. In case the Investor does not provide a response within the stipulated period of 3 (three) Business Days for matters involving pricing of units of the Project, it shall be deemed that the Investor has approved the proposed pricing of the units mentioned in the Consent Notice.
- 24.4 It is clarified that if both the Investor or Gates responds in the affirmative to a given Consent Matter, affirmative consent shall have been provided by Investor or Gates, as the case may be, for such Consent Matter set out in the Consent Notice and such Consent Matter may form a part of the agenda of the notice calling for the meeting of the Board (or any committees thereof) or the meeting of the Shareholders (as the case may be). If either the Investor or Gates responds in the negative to any Consent Matter or disapproves any Consent Matter in the Consent Notice, their consent shall have not

been provided for the purposes of such Consent Matter (referred to as the **"Rejected Consent Matter"**) set out in the Consent Notice and such Rejected Consent Matter shall not form a part of the agenda of the notice calling for the meeting of the Board (or any committees or sub-committees thereof) or the meeting of the Shareholders.

- 24.5 Any action taken by the Company, its employee, manager, director or shareholder or any resolution of the Board (its committee or sub-committee) or Shareholders in relation to a Rejected Consent Matter shall be in violation of these Articles and shall be deemed to be null and void ab initio and the Investor and Vatika Group shall do all acts, deeds or things to prevent such Rejected Consent Matter from being given effect to.
- 24.6 Notwithstanding anything contained in this Article 24.6 in the event the Development Manager is Vatika or an Affiliate of Vatika, prior consent of Gates or Vatika shall not be required in relation to any matter set out in Article 23.5.
- 24.7 It is clarified that breach of the provisions of this Article 24.7 shall be deemed a material breach of these Articles in terms of Article 33 of these Articles.

25. **LOCK-IN**

- 25.1 Vatika Group shall not, without the prior written approval of the Investor, Transfer any Securities of the Company until the later of (i) achievement of Final Completion of the Project or (ii) an occupancy certificate for the entire Project has been issued by the jurisdictional Governmental Authority on customary terms and conditions. Provided that any Transfer of Securities by Vatika Group as permitted under this Article 25.1 shall be for all, and not less than all, Securities held by Vatika Group. Provided further that Vatika Group shall, in no circumstances, be permitted to Transfer its Securities to an Affiliate of Vatika Group, except with the prior written consent of the Investor. It being clarified that a consent by the Investor permitting Vatika Group to Transfer its Securities to a third party (not being an Affiliate of Vatika Group) in the manner contemplated herein shall be subject to Vatika Group complying with Article 26 and Article 27.
- 25.2 Notwithstanding anything contained herein, Vatika Group may, with the prior approval of the Investor, pledge its Securities for a loan / facility availed from commercial banks for the implementation of the Project in accordance with the Business Plan or as otherwise approved by the Parties.

26. **RIGHT OF FIRST OFFER**

Subject to compliance with Articles 9, 25, 27, 28 if a Security Holder (the **"Transferring Shareholder"**) proposes to Transfer any of its Securities to a third party (not being its Affiliate), the other Security Holder shall have a right of first offer (the **"Right of First Offer"**) with respect to such sale, following the procedure set out in Annex 6.

27. **TAG ALONG RIGHT**

In case of a Transfer of Securities by Vatika Group in accordance with these Articles where the Investor has not exercised its Right of First Offer, the Investor shall have the right (the **"Tag-Along Right"**) but not the obligation to require the Potential Transferee to purchase from the Investor all Securities held by the Investor (or at the option of the Investor, 50% of the Securities, i.e. 50% of the Equity Shares and 50% of the CCDs, held by the Investor), following the procedure set out in Annex 7.

28. **TRANSFER TO AFFILIATES**

- 28.1 If a Security Holder Transfers any part of its Securities to any Affiliate in the manner permitted by these Articles (a) the Shareholder and its Affiliates (collectively, the **"Shareholder Group"**) shall be treated as a single Shareholder qua the other Shareholder and a breach by any one person in the Shareholder Group of its rights, obligations, covenants or undertakings hereunder shall be deemed as a collective breach by the other members of the Shareholder Group of their respective rights, obligations, covenants or undertakings hereunder; and (b) the Shareholder Group of each Shareholder shall nominate 1 (one) person within the Shareholder Group who shall (i) act for and on behalf of each member of the Shareholder Group under these Articles in respect of any right, action or waiver to be exercised by any member of the Shareholder Group (including the nomination, replacement or removal of the Directors); and (ii) be responsible for causing each of the members of the Shareholder Group to perform its obligations, covenants and undertakings hereunder. Any Securities held by an Affiliate of a Shareholder shall be deemed to be the Securities held by such Shareholder.

- 28.2 Notwithstanding the generality of the foregoing, on and from the date of execution of these Articles, Vatika and Gates shall be collectively construed as a Shareholder Group under these Articles shall be treated as a single 'Shareholder' or single 'Party' or single 'Security Holder' (as the case may be) qua the Investor and a breach by Gates or Vatika of its rights, obligations, covenants or undertakings hereunder shall be deemed as a collective breach by Vatika Group of their respective rights, obligations, covenants or undertakings hereunder. Vatika Group shall nominate 1 (one) person within the Vatika Group who shall (i) act for and on behalf of the Vatika Group under these Articles in respect of any right, action or waiver to be exercised by any member of the Vatika Group; and (ii) be responsible for causing each of the members of the Vatika Group to perform its obligations, covenants and undertakings under these Articles.
- 28.3 Notwithstanding anything contained in these Articles, the provisions of Article 26 and Article 27 of the Articles shall not be applicable to transfer of Securities by Vatika to an Affiliate of Vatika in accordance with Article 25.1.
- 28.4 Notwithstanding anything contained in these Articles, the Investor shall at all times be permitted to transfer all or part of its Securities to its Affiliates without having to comply with any of the provisions of Article 26 or Article 27, provided that Investor shall have given prior intimation of such transfer to Vatika and such Affiliate of the Investor executes a Deed of Adherence. The Investor will be required to ensure that prior to such Affiliate ceasing to be its Affiliate, it must transfer all Securities held by it in the Company to the Investor or another Affiliate of the Investor. Subject to such Transfers by the Investor to its Affiliates being in compliance with the Act and these Articles, the Board shall not withhold its approval for such Transfers.

29. **NON-COMPETE**

- 29.1 Each of the members of the Vatika Group undertake to the Investor that it shall not, and shall ensure that its Affiliates shall not, at any time, subject to compliance with Article 29.3, in any Relevant Capacity during the Restricted Period, directly or indirectly, undertakes any of the Competing Activities within the Restricted Area, without the prior written consent of the Investor. The term "Competing Activities" shall in relation to a Competing Project mean launch (including soft launch) of such Competing Project, marketing of the launch, construction or sale of such Competing Project, lease, sale, offer for sale, offer to lease, agreement for sale, agreement to construct or agreement to lease in relation any units of the Competing Project, or any part thereof, and including any formal or informal arrangements or understanding with respect to any of the above. Notwithstanding anything contained in this Article 29, it is clarified that Vatika Group shall at all times (including before Final Completion) be free to purchase land.
- 29.2 It is clarified that for the purpose of this Article 29, Affiliates of Vatika Group shall also include:
- (a) the Vatika KMP, each of their respective spouses, each of their respective children, spouses of each of their respective children, and
 - (b) "relatives" of each of the Vatika KMP, as such term is defined in the Act, who hold management positions in Vatika and/or its Affiliates engaged in real estate business,

Provided that, any person set out in Article 29.2(b) above shall cease to be included within the definition of Affiliate as stated in Article 29.2 upon him / her ceasing to hold a managerial position with Vatika Group and/or its Affiliates engaged in real estate business. Provided further that, persons set out in Article 29.2(b) shall continue to be included within the restrictions set out in this Article 29.2 if they propose to use the "Vatika" name in relation to any Competing Projects.

- 29.3 In the event any of the members of the Vatika Group or their respective Affiliates, in their Relevant Capacity, proposes to engage in any Competing Activities in respect of a Competing Project in the Restricted Area within the Restricted Period, Vatika Group shall send a written notice of such Competing Project, in the format set out in Annex 16, ("**Competing Project Notice**") to the Investor for its consideration. If the Investor decides that the Company or a special purpose vehicle incorporated by Vatika Group (or individually by any of its members) and the Investor and/or the Company, shall be the exclusive vehicle to undertake such Competing Project, then the Investor and Vatika Group shall proceed with implementation of the Competing Project through the Company or such other special purpose vehicle as approved by the Investor. If the Investor decides not to undertake the Project with Vatika Group, Vatika Group shall not undertake any Competing Activities with respect to such Competing Project during the Restricted Period.

29.4 The Parties agree that nothing contained in this Article 29 shall apply to Vatika Disclosed Projects.

29.5 It is clarified that breach of the provisions of this Article 29 shall be deemed a material breach of these Articles in terms of Article 33 of these Articles.

30. DEADLOCK RESOLUTION

30.1 Definition of 'Deadlock'

For the purposes of this Article 30, a "Deadlock" shall have occurred if (a) a matter has been validly raised at and/or considered by a valid and duly constituted meeting of the Board or Shareholders having the quorum as specified under this Articles, and if no resolution has been passed relating to such matter due to non-availability of Unanimous Consent and such matter fails to be resolved at a further meeting of the Board or the Shareholders, to be held no earlier than sixty (60) days and no later than 90 (ninety) days thereafter, or (b) where Consent Matters are involved, the matter fails to be resolved due to non-availability of consent of the Investor or Gates, in accordance with Article 24.

30.2 Artificial 'Deadlock'

Notwithstanding anything in these Articles, in no circumstances shall either Shareholder create an artificial deadlock. An artificial deadlock is a Deadlock caused by either Shareholder (or any Affiliate of either Shareholder or any Director nominated by either Shareholder) voting against either (a) an item which has been specifically approved in the Business Plan or which has been addressed in the Business Plan on a self-contained basis; or (b) an action which is required to be taken pursuant to changes in applicable Law, where a failure to take action may result in civil or criminal liability to the Company and/or its officers or Directors. An artificial deadlock shall not constitute a "Deadlock" for the purpose of this Article 30.2.

30.3 Deadlock resolution

In the event a Deadlock as defined above has occurred, then either the Investor or Gates may serve a notice to the other Party setting out in reasonable detail the Deadlock matter and proceed towards Deadlock resolution as laid out in this Article 30.3 ("**Deadlock Notice**").

30.4 The Deadlock matter shall be referred to Deputy Asia Head of the holding Company of the Investor, or in his/her absence, the Asia Head of the holding Company of the Investor, and Anil Bhalla and Gautam Bhalla for Gates ("**Senior Management Officers**"). For the avoidance of doubt any inability by such senior management officers of each of the Investor and Gates to make a decision or otherwise agree on a Deadlock issue would not be considered as a breach by a Shareholder of its obligations under these Articles.

30.5 In the event the Senior Management Officers are unable to resolve the Deadlock issue within 20 (twenty) days from the date of the Deadlock Notice, the Investor and Gates shall each appoint one expert in the relevant field and such experts shall then discuss and attempt resolution of Deadlock. Provided that the decision of experts will not be binding on the Parties and shall also not be deemed as arbitration or mediation proceedings.

30.6 In the event that the Senior Management Officers of the Shareholders are in agreement with respect to the said Deadlock or if the Shareholders are in agreement with the decision of the experts, pursuant to the process set out in Article 30.4 and 30.5 above, then either Shareholder shall convene a Shareholders meeting or Board meeting, as the case may be, where such Deadlock shall be put to vote. The Shareholders or Directors, as the case may be, shall vote for such Deadlock in accordance with the stand taken by each Shareholder.

30.7 In the event that a Deadlock arises within the later of (a) 3 (three) years from the date of the final investment by the Investor or (b) such time as any of the Equity Shares or Securities held by the Investor in the Company are locked in under applicable Laws ("**Initial Deadlock Period**") and the Parties fail to resolve the Deadlock by methods set out in Article 30.4 and 30.5, the Deadlock issue shall be considered as not being approved and the Shareholders shall not proceed with the matter which has caused the Deadlock, provided that the other provisions of these Articles shall continue to apply as if no Deadlock has taken place. The item that gave rise to a Deadlock shall not be put to vote again at a Board Meeting (including by circular resolution) or General Meeting (as the case may be) unless approved in writing by the Investor and Gates.

- 30.8 After the Initial Deadlock Period, upon failure to resolve the Deadlock by methods set out in Article 30.4 and 30.5 (“**Deadlock Event**”), Gates may, at its option, which option shall be indicated in writing by Gates to the Investor, within a period of 30 (thirty) days, offer to purchase the Securities held by the Investor at the Determined Value (“**Gates Offer**”), following the procedure set out in Annex 8.
- 30.9 In the event the Investor accepts the Gates Offer, the Investor shall sell all its Securities to Gates and Gates shall purchase all the Securities held by the Investor following the procedure set out in Annex 8.
- 30.10 In the event (i) Gates does not make the Gates Offer within a period of 30 (thirty) days from the Deadlock Event, or (ii) the Investor does not accept the Gates Offer, the Investor may, at its option, which option shall be exercisable by the Investor sequentially, in the order set out below:
- (a) Offer to purchase the Securities held by the Vatika Group at Determined Value (“**Investor Offer**”), following the procedure set out in Annex 9. Gates shall have the option to either accept or reject the Investor Offer and in case of acceptance of the Investor Offer, sale and purchase of the Securities held by the Vatika Group shall be following the procedure set out in Annex 9.
 - (b) cause a third party purchaser to purchase from Vatika Group all of Securities held by Vatika Group at not less than the Determined Value (“**Deadlock Drag Event**”), following the procedure set out in Annex 11. It is clarified that Determined Value, if determined for the Gates Offer, shall apply also to the Investor Offer and the Deadlock Drag Event. If there is no Gates Offer, the Determined Value determined for the Investor Offer shall also apply to the Deadlock Drag Event.
 - (c) sell its Securities to any third party at any price and terms acceptable to the Investor. It is clarified that in relation to sale of its Securities, the Investor shall have the discretion to discard such option if the price or any other terms of sale are not acceptable to it.
 - (d) commence a buy-sell event (“**Deadlock Buy-Sell Event**”), following the procedure set out in Annex 12.
- 30.11 The Investor may at its option not trigger any of the options set out in Article 30.10, in which case the Deadlock issue shall be considered as not being approved and the Parties shall not proceed with the matter which has caused the Deadlock, provided that the other provisions of these Articles shall continue to apply as if no Deadlock has taken place. The item that gave rise to a Deadlock shall not be put to vote again at a Board Meeting (including by circular resolution) or General Meeting (as the case may be) unless approved in writing by the Investor and Gates. It is reiterated that all other matters (apart from the matter that gave rise to a Deadlock) shall continue to be resolved in the manner set out in these Articles.
- 30.12 For the purposes of this Article 30, the restrictions set out in Article 24 shall not apply and the relevant Security Holder shall only be permitted to purchase all and not part of Securities held by the other Security Holder in the Company.

31. VOTING RIGHTS

- 31.1 Subject to any rights or restrictions for the time being attached to any class or classes of shares:
- (a) on a show of hands, every member present in person shall have one vote; and
 - (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the Company.
- 31.2 A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
- 31.3 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.
- 31.4 For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
- 31.5 A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by

his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

- 31.6 Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
- 31.7 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.
- 31.8 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- 31.9 Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

32. **APPOINTING PROXY**

- 32.1 The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid. However, in case the meeting is called on a shorter notice, the requirement of depositing the proxy and / or power of attorney at least 48 hours / 24 hours before the time for holding the meeting shall not apply
- 32.2 An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
- 32.3 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:
- 32.4 Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office commencement of the meeting or adjourned meeting at which the proxy is used.

33. **EVENTS OF DEFAULT**

- 33.1 An event of default in relation to a Security Holder (the “**Defaulting Party**”) shall occur if:
 - (a) the Defaulting Party acts in material breach of these Articles, and does not remedy that breach within 30 (thirty) Business Days after receiving a written notice of such breach from the non-defaulting Party, requiring such breach to be remedied;
 - (b) Any party to the Deed of Guarantee and/or Deed of Indemnity, other than the Investor, acts in breach of the Deed of Guarantee and/or Deed of Indemnity, as the case may be and does not remedy such breach within 30 (thirty) Business Days after receiving a written notice of such breach from the non-defaulting Party. For the purpose of this Article 33(b), Vatika shall be the “Defaulting Party”;
 - (c) Any party to the Deed of Undertaking, other than the Investor, acts in breach of the Deed of Undertaking, as the case may be and does not remedy such breach within 30 (thirty) Business Days after receiving a written notice of such breach from the non-defaulting Party. For the purpose of this Article 33(b), Vatika shall be the “Defaulting Party”;
 - (d) Vatika is in breach of the post closing action set out in Clause 5.5(e)(i) of the SSA. For the purpose of this Article 33(d), Vatika Group shall be the “Defaulting Party”;
 - (e) Vatika commits a Development Manager Default under the Development Management Agreement or Vatika terminates the Development Management Agreement. For the purpose of this Article 33(e), Vatika Group shall be the “Defaulting Party”;
 - (f) the Defaulting Party is in material breach of the VSPPL Agreement due to willful default, fraud or negligence on its part under the VSPPL Agreement. It is clarified that if Vatika commits a material breach of the VSPPL Agreement due

to willful default, fraud or negligence on its part under the VSPPL Agreement, Vatika Group shall be construed as a “Defaulting Party”;

- (g) Vatika commits a Development Manager Default due to willful default, fraud or negligence on its part under the VSPPL Development Management Agreement or if Vatika terminates the VSPPL Development Management Agreement. For the purpose of this Article33(g), Vatika Group shall be the “Defaulting Party”;
- (h) Either or all of the Vatika KMP (or their permitted nominees), are unable to perform the obligations set out at Articles 43.1 and 43.2. For the purpose of this Article33(h), Vatika Group shall be the “Defaulting Party”;
- (i) Any or all of the Vatika KMP become involved in any legal proceedings or investigations against him which has or is reasonably expected to have a material effect on the Project or on their obligations Articles 43.1 and 43.2. For the purpose of this Article33(i), Vatika Group shall be the “Defaulting Party”;
- (j) Any of the License Documents for the Project are terminated, revoked or not renewed, as the case may be, due to non-compliances or actions taken prior to Effective Date or due to acts or omissions of any of the members of the Vatika Group(or any of their Affiliates). For the purpose of this Article33(j), Vatika Group shall be the “Defaulting Party”;
- (k) there are any claims or proceedings (including Tax claims / Tax proceedings) initiated against any of the members of the Vatika Group or any of their respective Affiliates (excluding the Investor or its Affiliates and the Company) which materially and adversely affect the operations of the Company (including the implementation of the Project or the sale of the Project). For the purpose of this Article 33(k), Vatika Group shall be the “Defaulting Party”;
- (l) the Defaulting Party has *inter alia*:
 - (i) been ordered to be wound up pursuant to any winding up petition filed by its creditors and such order has not been stayed or reversed within 90 (ninety) days of such order being passed,
 - (ii) a petition of winding up has been admitted and such order has not been stayed or reversed within 90 (ninety) days of such order being passed,
 - (iii) passing a resolution for voluntary liquidation / winding up,
 - (iv) a receiver, administrator or liquidator appointed over assets or undertaking or any substantial part of them and such appointment is not revoked or discharged within 30 (thirty) days from the date of appointment, or
 - (v) entered into or resolved to enter into an arrangement, composition or compromise with or assignment for the benefit of its creditors generally or any class of creditors or proceedings are commenced to sanction such an arrangement, composition or compromise other than for the purposes of a *bona fide* scheme of reconstruction, amalgamation or other like corporate actions.

33.2 The Shareholder which has not committed an event of default in terms of this Article 33.2 is the non-defaulting party (“**Non-Defaulting Party**”). Provided that in case of default by Gates or Vatika, both Gates and Vatika shall be construed as the “Defaulting Party”.

33.3 **Consequences of default**

(a) Investor as Defaulting Party:

Upon occurrence of an event of default where the Investor is the Defaulting Party, Vatika Group as a Non-Defaulting Party shall have the option to purchase all Securities owned by the Investor (either directly or through a third party nominated by Vatika Group), following the procedure set out in Annex 10.

(b) Vatika Group as Defaulting Party:

Upon occurrence of an event of default where Vatika Group is the Defaulting Party, the Investor as the Non-Defaulting Party shall have the option to either:

- (i) sell all its Securities owned by the Investor to Vatika Group, following the procedure prescribed at Annex 13;
 - (ii) drag all Securities owned by Vatika Group and require Vatika Group to sell the same to an identified third party, following the procedure set out in Annex 11; or
 - (iii) purchase all Securities owned by Vatika Group (either directly or through a third party nominated by the Investor), following the procedure set out in Annex 10
- (c) Default under Articles 33.1, 33.1(c) and/or 33.1, 33.1(d):

In addition to the consequences set out in Article 33.3 above, in case of a default under Article 33.1(c) and/or 33.1(d):

- (i) Notwithstanding anything aforesaid, (A) presence of Gates Director or Gates representative or any other member of Vatika Group shall not be required for constituting valid quorum at any meeting of the Board or Shareholders, respectively, and (B) any and all decisions and actions taken by the Company, irrespective of whether they fall under Consent Matters or otherwise, shall be undertaken only upon obtaining the prior written consent of the Investor and the consent of Vatika Group shall not be required for any such matters. It is clarified that any action taken by the Company without the prior written consent of the Investor shall be void ab initio; and
 - (ii) Vatika Group shall not be entitled to receive any Distributions till such time as the Investor holds even one Security in the Company.
- (d) In case the Investor exercises the options under Article 33.3(b)(b)(ii) or 33.3(b)(b)(iii) above, the Parties shall, at the option of the Investor, cause the Company to convert all the convertible Securities held by Vatika Group to Equity Shares in accordance with the SHA, the Articles and compliance with applicable Law.
- (e) The Parties confirm that the mechanism provided in this Article 33.3 is just, fair and equitable and has been devised keeping in mind the intention of the Parties, and damages payable by the Defaulting Party, upon occurrence of an event of default, are a genuine pre-estimate of the damages likely to be suffered by the Non-Defaulting Party.
- (f) Any stamp duty or transfer Taxes or fees payable on the transfer of Securities by or to the non-defaulting Party shall be borne and paid by the Defaulting Party.
- (g) The Parties acknowledge that the Foreign Exchange Management (Transfer or issue of Security by a Person Resident outside India) Regulations, 2000 require certification of price at which Securities are transferred between non-residents and residents. The Parties agree to render all required assistance to price certifiers designated under such regulations for arriving at or certifying such price, including providing in a timely manner, accurate and up-to-date financial information and related information as may be requested, with the Investor appointing the chartered accountant who will certify the price at which the Securities are transferred. The information so provided by any Party, shall also be made available to the other Party.
- (h) The provisions of Article 24 shall not apply in case of an exercise of rights under this Article 33.3.

34. **BOARD OF DIRECTORS**

34.1 The following shall be the first directors of the Company:

Mr. Krishna Kumar Sharma

Mr. Tonu Kumar

34.2 The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

34.3 The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

- 34.4 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 or any committee thereof or general meetings of the Company; or
 - (b) in connection with the business of the Company.
- 34.5 The Board may pay all expenses incurred in getting up and registering the Company.
- 34.6 The Company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
- 34.7 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.
- 34.8 Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
- 34.9 Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.
- 34.10 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.

35. MANAGEMENT

35.1 Supervision by the Board

The Board shall be responsible for the overall direction, supervision and management of the Company. The Parties shall exercise their respective voting rights and shall, to the extent permissible by Law, cause the Directors nominated by them to exercise their powers, in a manner so as to ensure compliance with this Article 35, including ensuring that the nominee Directors of the Investor and Gates are duly appointed on the Board.

35.2 Chairman

The office of Chairman shall be held by Anil Bhalla ("Chairman") or a Gates Director nominated by Gates. The Chairman shall have no casting vote either in a general meeting of the Company, at any meeting of the Board or at any meeting of any committees. In addition to the duties under the Act, the Chairman shall be entitled to take the chair at all meetings of the Board or committee thereof and at all general meetings of the Company. In the absence of the Chairman at a meeting of the Board or general meeting of the Company, the Directors or Shareholders present shall nominate one of the Directors to act as the Chairman of such meeting.

35.3 Constitution of Board

- (a) *The Board shall consist of 4 (Four) Directors, with the Investor and Vatika having a right to nominate 1 (One) Director each and the remaining 2 (two) shall be independent directors. The Investor and Vatika shall each have the right to name 1 (one) person to be considered for appointment as independent director on the Board.*
- (b) In addition to their rights under Article 35.3(a), the Investor and Gates shall have a right to nominate and maintain equal number of members on each of the committees and sub-committees of the Board.
- (c) Within 180 (one hundred and eighty) days from the Effective Date, the Company shall have formed an "Audit and Finance Committee". The roles and responsibilities of the audit committee and the finance committee shall be as agreed between the Investor and Gates. Each of audit and finance committees shall at all times include 1 (one) representative of Investor and 1 (one) representative of Gates.

For Vatika Carbon Elements Private Limited

[Signature]
Director

- (d) The Investor and Gates shall cause the Board to constitute such other committees as may be requested by the Investor, provided that at all times the roles and responsibilities of such committees shall be as agreed between the Investor and Gates.
- (e) The Shareholders shall vote at the Shareholder meetings of the Company in a manner ensuring that the nominee Directors of the Investor and Gates are duly appointed on the Board.

35.4 **Voting Rights**

Each Director shall be entitled to cast 1 (one) vote at any Board meeting and in respect of all circular resolutions of the Board.

35.5 **Removal or replacement of nominee Directors**

- (a) The Investor and Gates shall be entitled, by notices in writing, to the Company at its registered office to appoint, remove or replace their respective nominee Directors. In the event of a casual vacancy arising on account of the resignation of a Director or the office of the Director becoming vacant for any reason, the Party who had appointed such Director shall be entitled to fill the vacancy. The Parties shall exercise all their rights and powers in support of the appointment or removal or replacement of such person forthwith (and in any event within 7 (seven) Business Days of such nomination or at the next Board meeting, whichever is earlier) as a Director and unless the nominating Party changes or withdraws such nomination, such person shall be elected as a Director at the next general meeting of the Company.
- (b) Each Party shall be entitled in accordance with the Act, through its nominee Director, to nominate an alternate in his place, and the Board shall, on receipt of a notice in this regard, appoint such nominated person as an alternate Director. The Directors shall also be entitled to remove and replace their nominated alternate Director and nominate another in his place.
- (c) An alternate Director shall be entitled to receive notice of all meetings of the Board, to attend and vote at any such meeting at which the Director for whom he acts as an alternate is not personally present, to exercise and discharge all the functions, powers and duties of his appointer as a Director.

35.6 **Appointment of Observers**

The Investor shall, at all times, have the right to appoint up to 2 (two) observers on the Board and all committees of the Board ("**Investor Observers**"). The Investor Observers shall be provided notices, along with the Directors, for all meetings of the Board and committees of the Board and shall be entitled to attend all such meetings of the Board and committees of the Board.

35.7 **Non-Executive Status**

The Directors nominated by the Investor, including alternates to such Directors shall be non-executive directors of the Company and shall not be responsible to the Company for the conduct of its business or compliance by the Company with applicable Laws. All Directors nominated by Gates shall be executive directors of the Company. The Company shall nominate one of the Directors nominated by Gates or any other key managerial person as the person in charge of day to day affairs of the Company and compliance with all applicable provisions of the Act and other applicable Laws by the Company.

36. **PROCEEDINGS OF MEETINGS OF THE BOARD**

- 36.1 The Board shall meet as often as necessary to discharge its duties, but in any case in accordance with the Act, and these Articles. Unless Gates and the Investor otherwise agree in writing, all meetings of the Board shall be held in New Delhi. In addition to meetings of the Board, the Board may act by circular resolution on any matter except those matters which under the Act must only be acted upon at a meeting of the Board.
- 36.2 At least 10 (ten) Business Days prior written notice of each Board meeting shall be given to each Director at his address in India or elsewhere notified to the Company in writing unless in any particular case all Directors agree in writing to a shorter notice period. Every such notice shall contain an agenda identifying sufficient details of the business to be transacted with all necessary accompanying papers and no item shall be transacted at any such meeting of the Board unless the same has been stated in full and in sufficient detail in the notice convening the meeting, provided however, that with

the unanimous consent of one Investor Director and one Gates Director present at such a meeting, any item or business not included in the agenda may be transacted at the meeting.

36.3 The quorum at meetings of the Board shall be arrived at in accordance with the Act, provided that there shall be no quorum unless an Investor Director and a Gates Director is present throughout the meeting. In the event that there is no quorum on the specified date within 30 (thirty) minutes of the specified time indicated in the notice calling the Board meeting, then the meeting shall stand adjourned to the same day of the immediately following week at the same time and place (if such day is not a Business Day, then the meeting shall be held on the next Business Day at the same time and place) ("**First Adjourned Board Meeting**"). If there is no quorum within 90 (ninety) minutes of the appointed time at such First Adjourned Board Meeting, then the meeting shall stand adjourned to the same day of the immediately following week at the same time and place (if such day is not a Business Day, then the meeting shall be held on the next Business Day at the same time and place) ("**Second Adjourned Board Meeting**"). If there is no quorum within 90 (ninety) minutes of the appointed time at such Second Adjourned Board Meeting, then the Directors present shall constitute quorum. Provided that no resolutions shall be passed at such Second Adjourned Board Meeting in relation to (a) any Consent Matters except in compliance with Article 24 below or (b) any matter that is not included in the notice for the original meeting. For the avoidance of doubt, it is clarified that nothing in this Article 36.3 shall in any manner prejudice, restrict or affect the rights of the Investor or Gates as to the Consent Matters which shall require their prior written consent in accordance with Article 24 below.

36.4 Subject to the provisions of Article 36.2, a resolution by circulation shall be as valid and effectual as a resolution duly passed at a meeting of the Directors called and held provided it has been circulated in draft form, together with the relevant papers, if any, to all the Directors and has been approved by all the Directors entitled to vote thereon. It is clarified that even in case of a circular resolution; the requirements of Articles 23 and 24.1 shall be applicable.

36.5 Subject to compliance with the provisions of Articles 36.2, 36.3 and 24, the meetings of the Board may also be conducted through an audio-visual electronic communication facility as permitted under, and in compliance with, applicable Laws.

37. **GENERAL MEETINGS**

All general meetings other than annual general meeting shall be called extraordinary general meeting. The Board may, whenever it thinks fit, call an extraordinary general meeting. If at any time directors capable of acting who are sufficient in number to form quorum are not within India, any director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

38. **PROCEEDINGS AT GENERAL MEETINGS**

38.1 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.

Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103 of the Act.

38.2 The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.

38.3 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.

38.4 If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

39. **ADJOURNMENT OF MEETING**

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

39.2 No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

39.3 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.

39.4 Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

40. **SHAREHOLDER MEETINGS**

40.1 All resolutions in relation to the Company which are required by applicable Laws to be referred to or passed by Shareholders must be passed in the manner set out in Article 23.

40.2 All meetings of the Shareholders shall be held in accordance with the Act, SHA and these Articles. At least 21 (twenty one) days notice shall be provided of any meeting of the Shareholders, unless the Investor and Gates provide their written consent for a shorter notice. Every such notice shall contain an agenda identifying sufficient details of the business to be transacted with all necessary accompanying papers and no item shall be transacted at any such meeting of the Shareholders unless the same has been stated in full and in sufficient detail in the notice convening the meeting, provided however, that with the unanimous written consent of the representative of the Investor and representative of Gates present at such a meeting, any item or business not included in the agenda may be transacted at the Shareholders' meeting.

40.3 The quorum for a general meeting of the Shareholders shall be arrived at in accordance with the Act, provided that there shall be no quorum unless the representative of the Investor and a representative of Gates are present throughout the meeting. In the event that there is no quorum on the specified date within 30 (thirty) minutes of the specified time indicated in the notice calling the Board meeting, then the meeting shall stand adjourned to the same day of the immediately following week at the same time and place (if such day is not a Business Day, then the meeting shall be held on the next Business Day at the same time and place) ("**First Adjourned Shareholder Meeting**"). If there is no quorum within 30 (thirty) minutes of the appointed time at such First Adjourned Shareholder Meeting, the meeting shall stand adjourned to the same day of the immediately following week at the same time and place (if such day is not a Business Day, then the meeting shall be held on the next Business Day at the same time and place) ("**Second Adjourned Shareholder Meeting**"). If applicable Law requires the Company to issue a new notice for such Second Adjourned Board Meeting, the Company shall comply with such requirement, provided that the same matters that were included in the agenda of the original meeting shall be included in agenda for such Second Adjourned Shareholder Meeting. If there is no quorum within 90 (ninety) minutes of the appointed time at such Second Adjourned Shareholder Meeting, then the Shareholders present shall constitute quorum. Provided that no resolutions shall be passed at such Second Adjourned Shareholder Meeting in relation to **(a)** any Consent Matters except in compliance with Article 24 or **(b)** any matter that is not included in the notice for the original meeting. For the avoidance of doubt, it is clarified that nothing in this Article 40.3 shall in any manner prejudice, restrict or affect the rights of the Investor or Gates as to the Consent Matters which shall require their prior written consent in accordance with Article 24 .

40.4 Subject to compliance with Articles 40.3, 23 and 24, the meetings of the Shareholders may also be conducted through an audio-visual electronic communication facility as permitted under, and in compliance with, applicable Laws.

40.5 Voting on all matters considered at a Shareholders' meeting shall be by way of poll, unless otherwise agreed in writing by Investor and Gates.

41. **ORIGINAL DOCUMENTS**

The original title documents pertaining to the Property, the original plans, all approvals/ consents/ licenses pertaining to the Company and/or to the Project or Property and all other related documents of the Company shall be kept at the office of the Company or with any other Person as custodian as may be agreed in writing between the Investor, and the Company. Such documents shall be available for inspection at all times by providing a prior written notice of 1 (one) day to the Company. Any release of such documents by the custodian shall be subject to the prior written approval of the Company and Investor.

42. **THE SEAL**

The Board shall provide for the safe custody of the seal. The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of

a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

43. COVENANTS OF VATIKA

- 43.1 The Vatika KMP agree to each devote an adequate amount of his time to the development of the Project in accordance with the Business Plan.
- 43.2 The Vatika KMP shall be in charge of the implementation and operations of the Project. The Vatika KMP shall be entitled to nominate a senior official of Vatika with relevant expertise having regard to the nature and scale of the Project, who is acceptable to the Investor, to perform the obligations as set out in this Article 45.2.
- 43.3 Vatika Group shall, at the cost of the Company, on a best efforts basis, liaise with the concerned Governmental Authorities on behalf of the Company to ensure that all Approvals required for business of the Company in particular the implementation of the Project are obtained in a timely manner.

44. FINANCING

44.1 Contribution by Parties

The Parties intend that the Company should utilise its financial resources optimally, with an objective to maximize the IRR to its Security Holders. The Parties broadly agree that the financing requirements of the Company shall be met by contribution by the Security Holders in the manner contemplated under SSA and Article 5, and by internal accruals (including any amounts received from pre-sales of the Project by the Company), if available, as well as through debt financing in the manner contemplated under these Articles and the Business Plan. It is clarified that the contribution by the Security Holders shall at all times be in compliance with and as permitted under applicable Laws. The Parties shall agree upon details of financing of the Company under the Business Plan. The contribution by the Security Holders shall at all times be in compliance with and as permitted under applicable Laws. The Shareholders shall agree upon details of financing of the Company under the Business Plan.

44.2 Third Party Financing

- (a) Shareholders shall procure that the Company negotiates and executes financing documents with commercial banks, in accordance with the terms mentioned in these Articles and the Business Plan and on a non-recourse basis to the Investor.
- (b) Unless otherwise approved in writing by the Investor, Gates and Vatika, none of Gates, Vatika or the Investor shall be obliged to participate in any guarantee or give any security or similar undertaking for the Company's benefit.
- (c) The Shareholders shall procure that Company draws down any long term debt financing facility in the manner set out in the Business Plan and as may be resolved by the Board, at all times having regard to the requirements of the Project.

44.3 FURTHER ISSUE

- (a) To the extent that the Company requires any additional capital over and above the amounts stated in the SSA, the reason for which is not attributable to any act or omission by any Shareholder, the Board shall call for further funding from the Shareholders and the Shareholders shall both contribute further funds to the Company in proportion to their shareholding of Equity Shares, in accordance with this Article 44.3 and shall be allotted such Securities as may be determined by the Board, in compliance with applicable Laws, at the time of such further funding, *inter alia* taking into account various business parameters including the extent of funds required, stage of the Project, debt equity ratios etc. It is agreed that Parties shall consider meeting additional capital requirements through debt financing, in the manner contemplated under these Articles and the Business Plan prior to requesting for further funding from the Shareholders.
- (b) It is agreed that any further issue of Securities by the Company shall be offered to the Shareholders on price, terms and conditions that are identical for Vatika Group and the Investor.
- (c) The Shareholders shall be required to contribute to the further funding within the time period stipulated by the Board. In the event, either Shareholder is unable to contribute to

the further funding within such stipulated time period, if the contributing Shareholder at its sole discretion permits, the non-contributing Shareholder be allowed to contribute to such further funding within a period of 60 (sixty) days from the expiry of the time period stipulated by the Board in its call for further funding. Provided that, any Shareholder contributing to further funding in the additional 60 (sixty) day period, shall be required to contribute, in addition to its share in the further funding, an amount (by way of an appropriate premium on the Securities being issued pursuant to the further funding) which is the higher of (i) an interest of 16% (sixteen per cent) per annum on its share of the further funding; or (ii) the actual cost incurred by the Company for servicing the cost of any short term borrowing availed by the Company to meet the funding shortfall by such Shareholder, in the above mentioned 60 (sixty) day period. It is clarified that the additional amount being the higher of (i) or (ii) referred to above shall not be considered as an outflow for the Investor and/or Vatika Group in computing the IRR.

- (d) Subject to Article 44.3(e), it is clarified that any failure by Shareholder to contribute, within the stipulated time period or within the additional period permitted by the contributing Shareholder (being a **“Non-Contributing Shareholder”**), to the further funding in the manner set out in Article 44.3(c) above will constitute a material breach of these Articles on part of such Non-Contributing Shareholder in terms of Article 33.
- (e) The contributing Shareholder may, at its option, choose to contribute the entire further funding requirement of the Company (including the Non-Contributing Shareholders' share of the further funding amount). In such case, the non-contribution by the Non-Contributing Shareholder shall not constitute a material breach and an event of default of such Non-Contributing Shareholder in terms of Article 33 of these Articles. It is further clarified that if the Vatika Group (collectively) and Investor fail to contribute to such further funding it will not constitute an event of default or material breach by either Vatika Group or the Investor.
- (f) In the event of there being a Non-Contributing Shareholder, the Relevant Distribution Ratio shall stand adjusted as set out in Annex 14.

45. **DIVIDENDS AND RESERVE**

- 45.1 Subject to Article 15 (*Distribution Mechanism*), Article 24 (*Consent Matters*) and the provisions of the Act, the Company in general meeting may declare dividends or pay interim dividends, but no dividend shall exceed the amount recommended by the Board.
- 45.2 Subject to Article 15 (*Distribution Mechanism*), Article 24 (*Consent Matters*) and the provisions of the Act, the Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.
- 45.3 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.
- 45.4 No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
- 45.5 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.
- 45.6 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.
- 45.7 Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

- 45.8 Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- 45.9 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.
- 45.10 Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
- 45.11 No dividend shall bear interest against the Company.
46. **CONTINUING OBLIGATIONS**
- 46.1 The statutory records, accounting records and other books and records of the Company shall, during normal business hours, upon being provided reasonable prior notice of any request by the Security Holder, be made available for inspection by such Security Holder or its authorised representative.
- 46.2 180 days from the Effective Date, the Company will establish an internal control system, comprising policies, processes and such other features as are necessary or advisable to ensure (i) the Company's effective and efficient operation by enabling it to manage significant business, operational, financial, compliance and other risks, (ii) the accuracy of the Company's internal and external reporting and (iii) compliance by the Company with any applicable Laws binding on it and compliance by the Security Holders with any applicable Laws binding on any of them in relation to the Company;
- 46.3 180 (one hundred and eighty) days from the Effective Date The Company shall appoint a reputed chartered accountant/firm of chartered accountants as the Company's internal auditors. The auditors shall be one of Ernst & Young, KPMG, Deloitte, Grant Thornton or PriceWaterhouseCoopers or any of their respective Affiliates, as appointed by the Board on the Effective Date, unless the Board determines otherwise. The Company shall also employ/ engage a separate accounts team comprising of professionals/ chartered accountants/ company secretaries/ personnel as required for handling the accounts and secretarial related matters of the Company.
- 46.4 The Company shall indemnify and keep indemnified, the Directors to the full extent possible under applicable Law
- 46.5 The Company shall keep the Investor and Gates informed on a current basis, of any events, discussions, notices or changes with respect to any criminal or regulatory investigation or action involving the Company or any of its subsidiaries, so that the Investor and Gates will have the opportunity to take appropriate steps to avoid or mitigate any regulatory consequences to them that might arise from such criminal or regulatory investigation or action and the Company shall reasonably co-operate with the Investor and Gates, their members and their respective Affiliates, in an effort to avoid or mitigate any cost or regulatory consequences that might arise from such investigation or action (including by reviewing written submissions in advance, attending meetings with authorities, coordinating and providing assistance in meeting with regulators and, if requested by the Investor or Gates, making a public announcement of such matter.
- 46.6 The Company and the Company's subsidiaries shall provide to any Security Holder information reasonably requested by such Security Holder for purposes of completing such Security Holder's tax returns or the tax returns of such Security Holder's Affiliates.
- 46.7 The Company shall keep all its assets, properties, including the Property, and the Project (including all units therein) adequately insured in amounts representing their full replacement or reinstatement value with a reputable insurance company, against all risks (including fire, earthquake, damage, injury and third party loss) and standard perils as are generally insured against by responsible companies in the same industry and such other risks as may be reasonably required by the Board and/or any lender of the Company, till conveyance of all units in the Project in favour of third party purchasers.
- 46.8 The Company shall within 30 days of the Effective Date obtain a 'Directors & Officers' insurance policy for the benefit of all the Directors, the value of which shall be not less than Rs. 100,000,000. The Company shall bear the cost of all premia due in respect of the insurance policy and shall ensure that such policies are maintained till such time as the Investor is a Security Holder in this Company.
- 46.9 The Company and the Company's subsidiaries shall provide to any Security Holder information reasonably requested by such Security Holder for purposes of completing such Security Holder's tax returns or the tax returns of such Security Holder's Affiliates.

- 46.10 The Company shall engage a property valuer from a panel of valuers, including Jones Lang LaSalle, Cushman& Wakefield, Knight Frank and CBRE, pre-approved by the Board, to conduct a valuation on the Property and the Project once in every 6 (six) months, starting from the Effective Date. The valuation of the Property shall be conducted in compliance with the standard valuation methodology and in accordance with the requirements and guidelines of the Investor. The report prepared by the property valuer shall be submitted to the Board for its review and, based on this report, the Company shall calculate the net asset value of the Securities held by the Investor in the Company, based on guidelines specified by the Investor. The net asset value so calculated, shall be informed to the Investor in writing.
- 46.11 The Company shall appoint a quantity surveyor to:
- (a) prepare a detailed Cost Plan for the Project, taking into account all relevant factors including current market prices, design, specifications and construction standards, the constraints of the Property and the contracting methods to be adopted. The Cost Plan shall be updated as necessary and in particular (without limitation) at the 25%, 50%, 90% and 100% of Project completion stages;
 - (b) carry out cost reconciliation if the Cost Plan varies by more than 10% (upwards or downwards) between 90% and 100% design complete stages;
 - (c) along with the Development Manager, prepare a cost variance report showing the reconciliation of any variances from previous cost estimates;
 - (d) prepare bills of quantities, incorporating designs and specifications prepared by contractors; and
 - (e) provide the Company with quarterly forecasts of the final cost of the works and cash flows comparing actual costs against the Cost Plan.

47. BOOKS OF ACCOUNTS

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

48. WINDING UP

Subject to the provisions of Chapter XX of the Act and rules made thereunder. 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.

49. LIQUIDATION



- 49.1 In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, all OCDs and CCDs shall be converted to Equity Shares as per the conversion ratio set out in their respective terms under these Articles. It is clarified that upon conversion of the OCDs and CCDs in the manner provided above, Vatika Group and the Investor shall not be entitled to receive any outstanding interest/redemption premium on such Securities.
- 49.2 Upon completion of the steps set out in Article 49.1 all amounts available for distribution at liquidation of the Company shall be distributed among the Investor and Vatika Group in the Relevant Distribution ratio applicable at the relevant time, determined in the manner set out in Articles 15.1 and 15.2.
- 49.3 In the event of any change in applicable Law which impacts the commercial understanding of the Parties as set out in Article 15 (including making the Distributions in the Relevant Distribution ratio applicable at the relevant time, determined in the manner set out in Articles 15) the Parties agree to re-negotiate the terms of this Articles to ensure that the commercial understanding as set out in Article 15 and Article 15.2 is achieved in compliance with the applicable Law.

50. INDEMNITY

Every officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

51. **MISCELLANEOUS**

The Company acknowledges that Reco Frontier 89 Private Limited, the Company, Gates and Vatika have entered into a Shareholders' Agreement. The Shareholders' Agreement is a binding voting and inter se Shareholders' Agreement between the Parties or certain transferees from them or any successors in interest. Salient terms of the Shareholders' Agreement are incorporated in these Articles to notify the Shareholders of their covenants. The Company has undertaken that it shall not aid or abet any violation of the Shareholders' Agreement. It is however clarified that the Company shall not be required to take any action which is contrary to or in violation of the (Indian) Companies Act, 1956 and the (Indian) Companies Act, 2013, as applicable from time to time or any other applicable Laws."

Sr. No.	Names, description Occupation and address of each subscriber	Signature of Subscriber	Name, address, Description, occupation and Signature of witness or witnesses
①	Krishna Kumar Sharma S/o. Alesh Narayan Sharma R/o. 229/17, Gali No. 2 Railway Colony Mangawali, Delhi Delhi - 110092 Occup. Business		I do hereby witness the signatures of all the subscribers. C. Ramcharan Kumar S/o. Shri. Dinesh Prasad Sharma R/o. D-303, Gauri Enclave-I, Shalimar Garden Extn-II, Sakinaka, Gurgaon, Haryana, U.P.
2.	Tohu Kumar S/o. Alesh Narayan Sharma R/o. 229/17, Gali No. 2 Railway Colony Mangawali, New Delhi - 110092 Business		

Place: Delhi

Dated this

28th day of September, 2011

C. Ramcharan Kumar
 Secretary, C.P. No. 5157

ANNEX 1 - TERMS OF CCDS

The terms and conditions of the CCDs set out herein shall be deemed to be incorporated into theseArticles and shall form an integral part of theseArticles.

1. **Ranking**

The CCDs and OCDs shall, *inter se*, rank *pari passu* without any preference or priority of one over the other.

2. **Transferability**

The CCDs may be Transferred in the manner permitted under theseArticles.

3. **Distribution**

The CCDs shall be entitled to Distributions, as set out in the SHAand these Articles.

4. **Interest**

(a) The CCDs shall carry an interest of 17.75% (seventeen point seven five per cent) per annum calculated on the face value of such CCDs. It is clarified that such interest shall accrue and become payable on the CCDs on the last day of each Financial Year or such other date as approved by the Board.

(b) The holder of CCDs shall not be entitled to interest on any unpaid interest.

5. **Conversion**

5.1 The CCDs shall, at the expiry of 8 (eight) years from the Closing Date, be mandatorily and fully convertible into Equity Shares. However, the Company (with the prior approval of the Board) may at any time prior to the expiry of 8 (eight) years from the Closing Date convert the CCDs to Equity Shares, including, amongst others, in order to achieve and maintain the Relevant Distribution Ratio or for Distributions. The conversion of the CCDs shall be solely in accordance with the provisions of the SHAand these Articles.

5.2 Subject to compliance with applicable Law, 70 (seventy) CCDs shall convert into 1 (one) Equity Share, subject to approval of the Board.

Provided that subject to the prior written consent of the Investor, more than 70 (seventy) CCDs shall convert into 1 (one) Equity Share. It is clarified that in all cases of conversion of CCDs to Equity Shares the number of Equity Shares that shall be allotted to the Investor shall not exceed the maximum number of Equity Shares as are permitted to be allotted to the Investor under applicable Law.

6. **Conversion and adjustments**

6.1 If the Company should at any time fix a record date for the effectuation of a split or subdivision of the outstanding Equity Shares or the determination of holders of Equity Shares entitled to receive a distribution payable in additional Equity Shares or other Securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional Equity Shares (hereinafter referred to as "Equity Shares Equivalents") without payment of any consideration by such holder for the additional Equity Shares or the Equity Shares Equivalents (including the additional Equity Shares issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the conversion price of the CCDs shall be appropriately adjusted so that the number of Equity Shares issuable on conversion of each CCD shall be increased in proportion to such increase of the aggregate of Equity Shares outstanding and those issuable with respect to such Equity Shares Equivalents.

6.2 If at any time or from time to time there shall be a recapitalisation or reclassification of the Equity Shares of the Company (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing corporation), provision shall be made so that the holders of the CCDs shall thereafter be entitled to receive upon conversion of the CCDs the number of Equity Shares or other Securities or property of the Company or otherwise, to which a holder of Equity Shares deliverable upon conversion would have been entitled on such recapitalisation. In any such case, appropriate adjustment shall be made in the application of the provisions of this para 6 with respect to the rights of the holders of the CCDs after the recapitalisation to the end that the provisions of this para 6 (including adjustment of the conversion price then in effect and the number of Equity Shares issuable upon conversion of the CCDs) shall be applicable after that event as nearly equivalent as may be practicable.

- 6.3 The Company will not, by amendment of its Memorandum and Articles or through any reorganisation, recapitalisation, transfer of assets, consolidation, merger, dissolution, issue or sale of Securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this para 6 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the CCDs against impairment.

7. No fractional shares and certificate as to adjustments

- 7.1 No fractional Equity Share shall be issued upon the conversion of any CCDs, and the number of Equity Shares to be issued shall be rounded to the next whole Equity Share. Whether or not fractional Equity Shares are issuable upon such conversion shall be determined on the basis of the total number of CCDs the holder is at the time converting into Equity Shares and the number of Equity Shares issuable upon such aggregate conversion.

- 7.2 Upon the occurrence of each adjustment of the conversion price of CCDs pursuant to paragraph 6 of this Annex 1, the Company, at its expense, shall promptly compute such adjustment in accordance with the terms hereof and prepare and furnish to each holder of the CCDs a certificate setting forth such adjustment and showing in detail the facts upon such adjustment is based. The Company shall, upon the written request at any time of any holder of CCDs, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustment and readjustment, (ii) the conversion price for such CCDs at the time in effect, and (iii) the number of Equity Shares and the amount, if any, of other property that at the time would be received upon the conversion of CCDs.

8. Reservation of shares issuable upon conversion

The Company shall at all times reserve and keep available out of its authorised but unissued Equity Shares, solely for the purpose of effecting the conversion of the CCDs, such number of unissued Equity Shares as shall from time to time be sufficient to effect the conversion of all outstanding CCDs; and if at any time the number of authorised but unissued Equity Shares shall not be sufficient to effect the conversion of all then outstanding CCDs (taking into account the issuance of Equity Shares pursuant to any existing convertible security), the Company will take such corporate action as may be necessary to increase its authorised but unissued Equity Shares to such number of Equity Shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to the Company's Memorandum of Association.

9. Governing law

The CCDs shall be governed and construed in accordance with the Laws of India.

10. Amendments

- (a) The rights, privileges and conditions attached to the CCDs may be varied, modified or abrogated in accordance with the SHA, the SSA, the Articles and applicable Law.
- (b) The CCDs shall be subject to the terms and conditions contained herein and the SHA and the SSA. The terms and conditions set out in this Annex 1 shall be endorsed on the reverse of the certificate representing each of CCD and the terms and conditions set out herein shall be binding on the Parties and shall be deemed to be incorporated in the body of the Articles. The salient terms and conditions of the CCDs shall be stated on the CCDs certificate(s) issued by the Company.
- (c) Capitalised terms used and not defined herein shall have the meaning ascribed to them under the SSA dated December 04, 2014 between Vatika, Reco Frontier 89 Private Limited, Gates Developers Private Limited and the Company (the "SSA") and the shareholders' agreement dated December 04, 2014 between Vatika, Reco Frontier 89 Private Limited and the Company ("SHA").

ANNEX 2 - TERMS OF OCDS

The terms and conditions of the OCDS set out herein shall be deemed to be incorporated into theseArticles and shall form an integral part of theseArticles.

1. **Ranking**

The OCDS and CCDs shall, *inter se*, rank *pari passu* without any preference or priority of one over the other.

2. **Transferability**

The OCDS may be Transferred in the manner permitted under theseArticles.

3. **Distribution**

The OCDS will be entitled to Distributions, as set out in the SHA and these Articles.

4. **Interest**

The OCDS shall carry an interest of 17.75% (seventeen point seven five per cent)] per annum calculated on the face value of such OCDS. It is clarified that such interest shall accrue and become payable on the OCDS on the last date of each Financial Year or such other date as approved by the Board. The holder of OCDS shall not be entitled to interest on any unpaid interest.

5. **Conversion**

(a) The Company (with the prior approval of the Board) may at any time prior to the expiry of 15 (fifteen) years from the Closing Date convert the OCDS to Equity Shares, including, amongst others, in order to achieve and maintain the Relevant Distribution Ratio or for Distributions. The conversion of the OCDS shall be solely in accordance with the provisions of the SHAand these Articles.

(b) 70 (seventy) OCDS shall convert into 1 (one) Equity Share, subject to approval of the Board.

Provided that subject to the prior written consent of the Investor, more than 70 (seventy) OCDS shall convert into 1 (one) Equity Share. It is clarified that in all cases of conversion of OCDS to Equity Shares the number of Equity Shares that shall be allotted to Vatika shall not exceed the maximum number of Equity Shares as are permitted to be allotted to the Vatika under applicable Law.

(c) The OCDS may, at the option of Vatika, on achieving the Hurdle, be eligible to be convertible into Equity Shares subject to approval of the Board. Additionally, the Company (with the prior approval of the Board) may at any time, convert the OCDS to Equity Shares simultaneous to CCDs and in the same conversion ratio as the CCDs, or such number of Equity Shares as is determined by the Board to achieve or maintain the Relevant Distribution Ratio

6. **Redemption**

(a) The Company may at any time (with the prior approval of the Board) redeem OCDS at such price as may be determined by the Board. Upon completion of 15 (fifteen) years from the Closing Date all outstanding OCDS shall, at the option of the Company, be either redeemed at face value or converted into Equity Shares in the ratio determined by the Board, subject to compliance with applicable Law.

(b) Prior to the redemption of the OCDS as specified above, it is clarified that the holders of OCDS shall not be entitled to any interest other than at the rate of 17.75% prescribed in paragraph 4 above.

7. **Conversion and adjustments**

(a) If the Company should at any time fix a record date for the effectuation of a split or subdivision of the outstanding Equity Shares or the determination of holders of Equity Shares entitled to receive a distribution payable in additional Equity Shares or other Securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional Equity Shares (hereinafter referred to as "Equity Shares Equivalents") without payment of any consideration by such holder for the additional Equity Shares or the Equity Shares Equivalents (including the additional Equity Shares issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the

conversion price of the OCDs shall be appropriately adjusted so that the number of Equity Shares issuable on conversion of each OCD shall be increased in proportion to such increase of the aggregate of Equity Shares outstanding and those issuable with respect to such Equity Shares Equivalents.

- (b) If at any time or from time to time there shall be a recapitalisation or reclassification of the Equity Shares of the Company (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing corporation), provision shall be made so that the holders of the OCDs shall thereafter be entitled to receive upon conversion of the OCDs the number of Equity Shares or other Securities or property of the Company or otherwise, to which a holder of Equity Shares deliverable upon conversion would have been entitled on such recapitalisation. In any such case, appropriate adjustment shall be made in the application of the provisions of this paragraph 7 with respect to the rights of the holders of the OCDs after the recapitalisation to the end that the provisions of this paragraph 7 (including adjustment of the conversion price then in effect and the number of Equity Shares issuable upon conversion of the OCDs) shall be applicable after that event as nearly equivalent as may be practicable.
- (c) The Company will not, by amendment of its Memorandum and Articles or through any reorganisation, recapitalisation, transfer of assets, consolidation, merger, dissolution, issue or sale of Securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this paragraph 7 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the OCDs against impairment.

8. No fractional shares and certificate as to adjustments

- (a) No fractional Equity Share shall be issued upon the conversion of any OCDs, and the number of Equity Shares to be issued shall be rounded to the next whole Equity Share. Whether or not fractional Equity Shares are issuable upon such conversion shall be determined on the basis of the total number of OCDs the holder is at the time converting into Equity Shares and the number of Equity Shares issuable upon such aggregate conversion.
- (b) Upon the occurrence of each adjustment of the conversion price of OCDs pursuant to paragraph 7 of this Annex 2, the Company, at its expense, shall promptly compute such adjustment in accordance with the terms hereof and prepare and furnish to each holder of the OCDs a certificate setting forth such adjustment and showing in detail the facts upon such adjustment is based. The Company shall, upon the written request at any time of any holder of OCDs, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustment and readjustment, (ii) the conversion price for such OCDs at the time in effect, and (iii) the number of Equity Shares and the amount, if any, of other property that at the time would be received upon the conversion of OCDs.

9. Reservation of shares issuable upon conversion

The Company shall at all times reserve and keep available out of its authorised but unissued Equity Shares, solely for the purpose of effecting the conversion of the OCDs, such number of unissued Equity Shares as shall from time to time be sufficient to effect the conversion of all outstanding OCDs; and if at any time the number of authorised but unissued Equity Shares shall not be sufficient to effect the conversion of all then outstanding OCDs (taking into account the issuance of Equity Shares pursuant to any existing convertible security), the Company will take such corporate action as may be necessary to increase its authorised but unissued Equity Shares to such number of Equity Shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to the Company's Memorandum of Association.

10. Governing law

The OCDs shall be governed and construed in accordance with the Laws of India.

11. Amendments

The rights, privileges and conditions attached to the OCDs may be varied, modified or abrogated in accordance with the Articles, the SSA, the SHA and applicable Law.

The OCDs shall be subject to the terms and conditions contained herein and the SHA and SSA. The terms and conditions set out in this Annex 2 shall be endorsed on the reverse of the certificate representing each of OCD and the terms and conditions set out

herein shall be binding on the Parties and shall be deemed to be incorporated in the body of the Articles. The salient terms and conditions of the OCDs shall be stated on the OCDs certificate(s) issued by the Company.

Capitalised terms used and not defined herein shall have the meaning ascribed to them under the securities SSA dated December 04, 2014 between Vatika, Reco Frontier 89 Private Limited, Gates Developers Private Limited and the Company (the “**SSA**”) and the shareholders’ agreement dated December 04, 2014 between Vatika, Reco Frontier 89 Private Limited, Gates Developers Private Limited and the Company (“**SHA**”), as amended.

ANNEX 3 - CONSENT MATTERS

1. Acquisition of business, business organisation or division of any other person, creation of joint ventures or partnerships, mergers, de-mergers, spin-offs and consolidations, in each case, other than as contemplated in the Business Plan.
2. Creating a new subsidiary or group company of the Company, or divesting or otherwise diluting any investments from any subsidiary or group company (as the case may be).
3. Entering into any joint venture, shareholders' or; establishment of any branch or representative office of the Company, or the entry by the Company into any partnership or joint venture or co-operation agreement with any other party, other strategic agreements or making investments and nomination of a director or representative by the Company with respect to any subsidiary or joint venture company.
4. Any borrowings in excess of Rs. 10,000,000 (Rupees Ten Million), otherwise than as approved in the Business Plan. Provided that, any borrowing within Rs. 10,000,000 (Rupees Ten Million) shall be a short term unsecured borrowing with a term of 3 (three) months or less with no-recourse to the Company, Investor or any Directors.
5. Approval of the audited accounts (including any amendments, modifications, addendum or additions thereto) of the Company.
6. Adoption of, or any significant change in, the accounting policies of the Company, other than as required by law or accounting policies generally accepted in the country of incorporation from time to time.
7. Any changes in class rights for Securities.
8. Entering into, or varying, or waiving any breach of, or discharge of any liability under, or terminating, any contract or arrangement (whether legally binding or not) with a related party or any related party transactions or any agreement or arrangement between the Company and/or any of Gates, Gates Directors, Vatika and/or any of their respective Affiliates.
9. Permitting the registration (upon subscription or transfer) of any Person as a Shareholder or Security Holder other than the Parties.
10. Signing up of new development, construction or development projects.
11. Adopting or amending the terms of any stock option or stock purchase plan, or the issuance of any options to acquire any Equity Shares of the Company.
12. Approving the Annual Budget, Cost Plan and/or the Business Plan (including any amendments, modifications, addendum or additions thereto).
13. Any approval or change in pricing of products of the Project except as set out in the Business Plan.
14. Declaring any dividend or making any other distribution or making any changes in the distribution policy as described in these Articles.
15. Procurement of transferable development rights for the Project in excess of the price and area as stated in the Business Plan.
16. Issuing any loans to the Directors or Shareholders.
17. Appointment, removal or change of the Auditors.
18. Appointment of or any subsequent change in the key or senior personnel of the Company.
19. Approval of the remuneration (including salary, allowances and benefits) of the directors and/or key or senior personnel of the Company.
20. Commencement of any new line of business, which is unrelated to the business of the Company, or making of any investment (other than short-term deposits with banking institutions) outside the scope of the business contemplated in the Business Plan.
21. Any change in the issued, subscribed or paid up equity or preference share capital of the Company, or re-organisation of the share capital of the Company, including new issuance of shares or other securities of the Company or redemption, retirement or repurchase of any shares or other securities, issuance of convertible debentures or warrants, or grant of any options over its shares.

22. Public offering or listing or quotation of the shares or other equity of the Company or any subsidiary on any stock exchange, de-listing of the Company or any subsidiary shares or change in legal status e.g. private to public company status etc.
23. Dissolution, winding-up or liquidation of the Company or any of its subsidiaries, whether or not voluntary, or any restructuring or reorganisation which has a similar effect.
24. Affiliated or related party transactions, agreements or arrangements between the Company and the then Security Holders or their Affiliates, except the Development Management Agreement or others as provided in the Business Plan.
25. Any amendment, supplement, modification or restatement of the Memorandum or Articles of the Company or any of its subsidiaries as in effect on the date hereof other than technical amendments not adverse to any Shareholder, and except those as a consequence of paragraph 21 above.
26. Entering into any agreement or contract, amending any existing contract or terminating any contract in relation to the Property and/or the Project (which includes the implementation of the Project and/or transfer of any developed portion of the Project) excluding (i) residential unit agreements to sell or sale deeds within such price parameters that they may be executed at price lower than that mentioned in Business Plan per sq ft so long as average price set out in the Business Plan is achieved; and (ii) non material contracts where the value does not exceed Rs. 5,000,000 (Rupees Five Million). Provided, execution of any such excluded contracts shall be reported to the Board in the next meeting.
27. Any amendment, supplement or modification to (i) Collaboration Agreement executed with Malvina Developers Private Limited, Vatika, the Collaboration Property Owners and the Company pursuant to Clause 4.1(q) of the SSA; or (ii) agreements cancelling each of the Aster Collaboration Agreements and the Aster Addendum Agreement (including addendums thereto) pursuant to Clause 4.1 (r) of the SSA.
28. Giving of any guarantee or comfort letter by the Company or the Directors or Shareholders or officers (on behalf of the Company) to any Person or creating any off-balance sheet liability.
29. Providing any credit, or making any loan (including any loans to the Shareholders of the Company) or advance to, or for, any person, company or body, other than by way of deposit of moneys with a bank or other financial institution, except as otherwise permitted in the Business Plan.
30. Appointment, removal or change of Development Manager or amendment, modification, surrender, termination or inclusion of any terms in the Development Management Agreement.
31. Making any claim (including any claim notice, initiating legal proceedings) against the Development Manager or settlement of any disputes with the Development Manager.
32. Changing the status of the Company from a private to a public company or vice-versa.
33. Creating or permitting the creation of a Encumbrance over any assets of the Company, except as otherwise permitted in the Business Plan. It is clarified that execution of residential unit agreements to sell or sale deeds (i) where the price is equal to or higher than the per sq ft price specified in the Business Plan, or (ii) within such price parameters that they may be executed at price lower than that mentioned in Business Plan per sq ft, so long as average price set out in the Business Plan is achieved, will not fall within the scope of Encumbrance for the purpose of this paragraph 32.
34. Changing the accounting policies adopted by the Company and/or changing the Financial Year.
35. The commencement or defence by the Company of any litigation, arbitration or administrative proceedings other than as plaintiff in the collection of debts arising in the ordinary course of business, excluding response to notices issued by Governmental Authorities, without admission of any liability, (i) where it is not possible to obtain additional time from such Governmental Authorities, or (ii) the Investor Director is not available to attend a board meeting within 2 (two) Business Days of receipt of notice from the Governmental Authority, or (iii) lack of an immediate response would result in criminal liabilities for the Company and/or its Directors and/or seizure of any of the assets of the Company. Provided that all such responses should be made available to the Investor on an immediate basis.

36. The settlement of any litigation, arbitration or administrative proceedings where the claim prior to such settlement exceeds Rs. 5,000,000 (Rupees Five Million). Provided that details of any settlement of claims below the specified threshold amount should be made available to the Investor on an immediate basis.
37. Incurring any capital expenditure and/ or any other action or decision of any Party which would result in a Material Deviation.
38. Delegation of authority or any of the powers relating to any matter contained in this Annex 3 to any individual or committee and any commitment or agreement to do any of the foregoing.

ANNEX 4 - DETERMINED VALUE

The Determined Value of the Securities, or options, debentures, warrants or other securities being Transferred or issued pursuant to these Articles (the “**Relevant Securities**”) shall be determined as of the date of determination, as follows:

1. each of the Investor and Gates shall appoint 1 (one) Independent Financial Advisor and the 2 (two) Independent Financial Advisors so appointed shall jointly appoint a third Independent Financial Advisor;
2. all the 3 (three) Independent Financial Advisors appointed pursuant to paragraph 1 above shall determine such Determined Value, which shall be determined within the relevant periods specified in these Articles in respect of the Relevant Securities;
3. the Determined Value which is the median number of the 3 (three) determinations by the 3 (three) Independent Financial Advisors shall be adopted as the Determined Value for the relevant purpose and shall be final and binding on all the Parties;
4. the Parties shall, in a timely manner, provide the Independent Financial Advisor (who is determining the Determined Value) with all data and information reasonably required by such Independent Financial Advisor for the purposes of making its determination;
5. the Independent Financial Advisor shall act as an expert, and not as an arbitrator, and shall take into account the economic entitlement attached to the Relevant Securities while determining the Determined Value; and
6. In arriving at the Determined Value, the Independent Financial Advisors shall not take into account, the events or any consequences of the events that resulted in the Determined Value being calculated in accordance with the above.
7. In arriving at the Determined Value, the Independent Financial Advisors shall adopt internationally accepted pricing methodology, provided that to the extent applicable, the Determined Value shall be subject to and in compliance with pricing guidelines as may be prescribed by the Reserve Bank of India, from time to time.

ANNEX 5 - DESCRIPTION OF PROPERTY

Property shall mean 114 Kanals 18 Marlas i.e. 14.30 acres of converted land as covered under the License Documents and morefully described below:

10.125 acres of land forming part of property owned by the Company (the entire extent of property owned by the Company is described in Part A of Annex 3 of the SSA)

Village	Rectangle No.	Survey No.	Area in Kanal- Marla	Area in Acres
VSEPL Land (100% share)				
Harsaru	84	3	8-0	
		8	8-0	
		13	8-0	
		18	8-0	
		23/1	4-0	
		23/2	4-0	
	107	½	3-16	
		2	8-0	
		3	8-0	
		8	3-9	
Hayatpur	4	9	7-18	
		11	0-13	
		20/1	1-16	
		21/1/2	0-12	
		Total	81-0	10.125

4.175 acres of land forming part of the Collaboration Properties (Collaboration Properties are described in Part B of Annex 3 of the SSA):

Village	Rectangle No.	Survey No.	Area in Kanal- Marla	Area in Acres
Manoj	(420/822)	&	Shyoraj	(402/822)
Harsaru	107	1/1	4-4	
	108	3	8-0	
		4	8-0	
		5	8-0	
		6	2-7	
		Total	30-11	3.81875
Manoj	&	Shyoraj	(50% each)	
Harsaru	108	8	2-17	0.35625

Total land covered under License Documents: 114 Kanals 18 Marlas i.e. 14.30 acres and isdelineated in the map appended as Annex 3B of the SSA.

ANNEX 6–ROFOPROCEDURE

1. In terms of Article 26, the Transferring Shareholder shall, prior to Transferring its Securities to any third party, send a written notice (the **“Transfer Notice”**) to the other Security Holders, informing them of its intention to Transfer its Securities.
2. The Transfer Notice shall contain the following details:
 - (a) the number of Securities proposed to be sold (the **“Offered Securities”**);
 - (b) a confirmation that the Offered Securities are free from any Encumbrances and that the Transferring Shareholder is the legal and beneficial owner of the Offered Securities.
3. For a period of 60 (sixty) Business Days after receipt of a Transfer Notice (the **“OfferPeriod”**), the Security Holder (other than the Transferring Shareholder) shall have the right, exercisable through the delivery of an Offer Notice, to offer to purchase all, but not less than all, of the Offered Securities in accordance with this Annex 6.
4. The Right of First Offer shall be exercisable by the other Security Holder delivering a written notice to the Transferring Shareholder within the Offer Period (an **“OfferNotice”**).
5. The Offer Notice shall contain the following details:
 - (a) the number and type of Securities held by the concerned Security Holder on a fully diluted and non-diluted basis,
 - (b) the total value of the consideration offered for the Offered Securities (**“OfferPrice”**) and the price per Security;
 - (c) other material terms and conditions of the proposed sale; and
 - (d) a confirmation that the Security Holder is willing to acquire all, but not less than all, of the Offered Securities at the Offer Price.
6. An Offer Notice shall be irrevocable and shall constitute a binding agreement by the non-transferring Security Holder to purchase the Offered Securities under and in accordance with the Offer Notice.
7. Upon the (a) failure of the non-transferring Security Holders to issue an Offer Notice within the Offer Period agreeing to purchase all, but not less than all, the Offered Securities or (b) rejection of the Offer Notice by the Transferring Shareholder, the Transferring Shareholder shall, subject to the Tag Along Right of the Investor under Article 27, be permitted to Transfer the Offered Securities to the any third party at a price not lower than the Offer Price.
8. Upon receipt of a valid Offer Notice within the Offer Period which is accepted by the Transferring Shareholder, the purchase of the Offered Securities shall be completed as mutually determined by the concerned Security Holders, but in no event later than 45 (forty five) days after receipt of the Offer Notice by the Transferring Shareholder (**“ROFOCompletion Period”**). Provided however, if there is a regulatory approval required for the sale, then the above period shall be extended appropriately.
9. If the Security Holder acquiring the Offered Securities does not make payment of the Offer Price within the ROFO Completion Period, all Offered Securities may be sold by the Transferring Shareholder to any third party at such time and on such terms and conditions as may be deemed appropriate by the Transferring Shareholder.
10. Notwithstanding anything to the contrary contained in these Articles, in the event of Vatika Group proposing to sell its Securities to a third party, if the Investor has issued an Offer Notice, the Investor may nominate a third party to exercise the Right of First Offer on their behalf. Further, if so required by the Investor, Vatika Group shall convert all the convertible Securities held by it to Equity Shares as per the conversion ratio set out in the terms for such convertible Securities prior to any sale of such convertible securities to the Investor.

ANNEX 7 - TAG OPTION PROCEDURE

1. If the Transferring Shareholder being Vatika Group proposes to sell the Offered Securities to a third party upon rejection of the Offer Notice or failure of the Investor to issue an Offer Notice within the Offer Period, Vatika Group shall issue a separate written notice to the Investor ("**Transfer Notice**") in the manner set out in this Annex 7.
2. The Transfer Notice shall contain the following details:
 - (a) the name, address and beneficial owner(s) of the proposed third party transferee (the "**Potential Transferee**");
 - (b) the total value of the proposed consideration for the sale to such Potential Transferee of the Offered Securities ("**Tag Offer Price**");
 - (c) the valuation and price per type of Security offered by the Potential Transferee; and
 - (d) the other material terms and conditions of the proposed sale.
3. In the event that the Investor elects to exercise its Tag-Along Right, it shall deliver a written notice ("**Tag Election Notice**") of such election to Vatika Group, within 15 (fifteen) days from the receipt of the Transfer Notice ("**Tag Election Period**").
4. The Tag Election Notice shall contain the following details:
 - (a) the number of Securities sought to be sold by the Investor to the Potential Transferee ("**Tag Securities**"); and
 - (b) a confirmation that the Investor is willing to sell all, but not less than all, of the Tag Securities at the Tag Offer Price.
5. The Tag Election Notice shall be irrevocable and shall constitute a binding agreement by the Investor to sell such Tag Securities on the same terms and conditions as those set forth in the Transfer Notice for the Offered Securities.
6. Any attempt to withdraw the Tag Election Notice or breach the Tag Election Notice shall be construed as default under these Articles.
7. Upon issuance of a valid Tag Election Notice within the Tag Election Period, the purchase of the Offered Securities and Tag Securities shall be completed as mutually determined by the concerned Security Holders, but in no event later than 45 (forty five) days after receipt of the Tag Election Notice by the Transferring Shareholder ("**TagCompletion Period**"). Provided however, if there is a regulatory approval required for the sale, then the above period shall be extended appropriately.
8. Where the Investor has properly elected to exercise its Tag-Along Right and the Potential Transferee fails to purchase from the Investor the Tag Securities in accordance with this Annex 7 within the Tag Completion Period, Vatika Group shall not make the proposed sale to the Potential Transferee.
9. In the event Vatika Group fails to sell all its Offered Securities to the Potential Transferee within the Tag Completion Period, the Investor shall be under no obligation to sell the Tag Securities.
10. In case of an exercise of a Tag-Along Right by the Investor, the Investor shall only provide the Potential Transferee with representations and warranties regarding the validity of ownership of the Tag Securities and the Investor's authority to sell the Tag Securities.

ANNEX 8-GATES OFFER PROCEDURE

1. The Gates Offer shall be initiated by Gates by giving a written notice (a “**Gates Offer Notice**”) to the Investor within a period of 30 (thirty) days following the occurrence of a Deadlock Event.
2. A Gates Offer Notice shall constitute an irrevocable offer by Gates to purchase from the Investor all, and not less than all, of its Securities in the Company at the Determined Value (the aggregate price for all Securities, being the “**Gates Offer Price**”), which shall be set out in the Gates Offer Notice.
3. The Investor may, at its option, elect to Transfer its Securities to Gates at the Gates Offer Price by delivering a written notice to Gates (an “**Investor Acceptance Notice**”) within 30 (Thirty) days of receipt of the Gates Offer Notice. Failure by the Investor to deliver an Investor Acceptance Notice within the above period shall be deemed to be a rejection of the Gates Offer by the Investor.
4. The Investor Acceptance Notice shall include statements confirming that the Investor is willing to Transfer all, but not less than all, of the Securities held by it to Gates at the Gates Offer Price.
5. An Investor Acceptance Notice shall be irrevocable and shall constitute a binding agreement by the Investor to Transfer all its Securities to Gates in accordance with the Gates Offer Notice and the Investor Acceptance Notice.
6. The closing (“**Gates Offer Closing**”) of the purchase and sale of the Securities to Gates by the Investor pursuant to this Annex 8 shall occur within 60 (sixty) days from the date of the Investor Acceptance Notice, provided that if there is a regulatory approval required for the sale, then the above period shall be extended appropriately. The date on which the Gates Offer Closing takes place is herein called the “**Gates Offer Closing Date**”.
7. The Gates Offer Closing shall be held at the place identified by the Investor.
8. On the Gates Offer Closing Date, Gates shall pay to the Investor the Gates Offer Price for the Securities of the Investor and the Investor shall Transfer all of its Securities in the Company to Gates. It is further clarified that the Investor shall only provide representations and warranties regarding the validity of ownership of the Securities and the Investor’s authority to sell the Securities.
9. Failure of Gates to pay the Gates Offer Price and purchase the Securities of the Investor in the manner prescribed in this Annex 8 shall be a material breach of these Articles in terms of Article 33 and Vatika Group shall be deemed to be a “Defaulting Party” under these Articles.

ANNEX 9 - INVESTOR OFFER PROCEDURE

1. The Investor Offer shall be initiated by the Investor, at its option, by giving a written notice (a **"Investor Offer Notice"**) to the Vatika Group, upon occurrence of a Deadlock Event after the Initial Deadlock Period if, (i) Gates does not make the Gates Offer within a period of 30 (thirty) days from the Deadlock Event, or (ii) the Investor does not accept the Gates Offer.
2. An Investor Offer Notice shall constitute an irrevocable offer by the Investor to purchase from the Vatika Group all, and not less than all, of its Securities in the Company at the Determined Value (the aggregate price for all Securities, being the **"Investor Offer Price"**), which shall be set out in the Investor Offer Notice.
3. The Vatika Group may, at its option, elect to Transfer its Securities to the Investor at the Investor Offer Price by delivering a written notice to the Investor (a **"Vatika Acceptance Notice"**) within 30 (Thirty) days of receipt of the Investor Offer Notice. Failure by the Vatika Group to deliver an Investor Acceptance Notice within the above period shall be deemed to be a rejection of the Investor Offer by the Vatika Group.
4. The Vatika Acceptance Notice shall include statements confirming that the Vatika Group is willing to Transfer all, but not less than all, of the Securities held by it to the Investor at the Investor Offer Price.
5. A Vatika Acceptance Notice shall be irrevocable and shall constitute a binding agreement by the Vatika Group to Transfer all its Securities to the Investor in accordance with the Investor Offer Notice and the Vatika Acceptance Notice.
6. The closing (**"Investor Offer Closing"**) of the purchase and sale of the Securities to the Investor by the Vatika Group pursuant to this Annex 9 shall occur within 60 (sixty) days from the date of the Vatika Acceptance Notice. The date on which the Investor Offer Closing takes place is herein called the **"Investor Offer Closing Date"**.
7. The Investor Offer Closing shall be held at the place identified by the Investor.
8. On the Investor Offer Closing Date, the Investor shall pay to the Vatika Group the Investor Offer Price for the Securities of the Vatika Group and the Vatika Group shall Transfer all of its Securities in the Company to the Investor. It is further clarified that the Vatika Group shall only provide representations and warranties regarding the validity of ownership of the Securities and the Vatika Group's authority to sell the Securities.
9. Failure of Investor to pay the Investor Offer Price and purchase the Securities of the Vatika Group in the manner prescribed in this Annex 9 shall be a material breach of these Articles in terms of Article 33 of these Articles and the Investor shall be deemed to be a **"Defaulting Party"** under these Articles.

ANNEX 10 -CALL OPTION PROCEDURE

1. At the instances set out below, the specified Security Holder ("**Call Option Holder**") is entitled to exercise a call option and require the other specified Security Holder to sell all its Securities in the Company to the Call Option Holder in accordance with the procedure set out in this Annex 10:
 - (a) upon occurrence of an event of default as set out in Article 33 where the Investor is the Defaulting Party, Vatika Group as a Non-Defaulting Party shall have the option to purchase all Securities owned by the Investor (either directly or through a third party nominated by Vatika Group);
 - (b) upon occurrence of an event of default as set out in Article 33 where Vatika Group is the Defaulting Party, the Investor as a Non-Defaulting Party shall have the option to purchase all Securities owned by Vatika Group (either directly or through a third party nominated by the Investor).
2. The Determined Value shall be finalised by the Parties within 10 (ten) days of the occurrence of any of the above events, at the request of the Investor.
3. The call option procedure described in this Annex 10 may be invoked, in each case by the Call Option Holder by giving written notice ("**Call Notice**") as set out below:
 - (a) by Vatika Group giving written notice to the Investor within 180 (one hundred eighty) days from the date of occurrence of an event of default as set out in the Article 33 where the Investor is the Defaulting Party;
 - (b) by the Investor giving written notice to Vatika Group within 180 (one hundred eighty) days from the date of occurrence of an event of default as set out in the Article 33 where Vatika Group is the Defaulting Party.
4. In each case, a Call Notice shall constitute an irrevocable offer by the Call Option Holder to purchase (directly, or through a nominee) all of the Securities held by the other Security Holder in the Company at the relevant aggregate price for all Securities ("**Call Price**") stated below:
 - (a) in case of exercise of option by Vatika Group following the occurrence of an event of default as set out in Article 33 where the Investor is the Defaulting Party, at a price being an amount equivalent to 75% (seventy five per cent) of the Determined Value of Securities owned by the Investor;
 - (b) in case of exercise of option by the Investor following the occurrence of an event of default as set out in Article 33 where Vatika Group is the Defaulting Party, at a price being an amount equivalent to 75% (seventy five per cent) of the Determined Value of Securities owned by Vatika Group.
5. The closing ("**Call Closing**") of the purchase and sale of the Securities to the Call Option Holder shall occur within 90 (ninety) Business Days of the date of the Call Notice, provided further that if there is a regulatory approval required for the sale, then the above period shall be extended appropriately. The date on which the Call Closing takes place is herein called the "**Call Closing Date**".
6. The Call Closing shall be held at the place identified by the Call Option Holder.
7. On the Call Closing Date, the Call Option Holder shall pay the Call Price for the Securities to the relevant Security Holder and such Security Holder shall Transfer all of its Securities in the Company (post conversion of OCDs to Equity Shares) to the Call Option Holder. It is further clarified that the relevant Security Holder shall be required to provide the Call Option Holder with representations and warranties in relation to the Securities being sold as are customary in a sale and purchase transaction of this nature (including representations and warranties in relation to the management and affairs of the Company).
8. Failure of the Security Holder to sell its Securities to the Call Option Holder in the manner contemplated in this Annex 10 shall be a material breach of these Articles by such Security Holder in terms of Article 33 of these Articles.

ANNEX 11 - DRAG OPTION PROCEDURE

1. At the instances set out below, the Investor is entitled to exercise a drag option and require Vatika Group to sell all its Securities in the Company to an identified third party, in accordance with the procedure set out in this Annex 11:

- (a) upon Vatika Group rejecting the Investor Offer; and
- (b) upon occurrence of an event of default as set out in Article 33 where Vatika Group is the Defaulting Party.

For the purposes of 1(b) above, the Determined Value shall be finalised by the Parties within 10 (ten) days of the occurrence of the event of default, at the request of the Investor.

2. The Investor may invoke its drag along right by giving written notice (a **“Drag Invoking Notice”**) to Vatika Group within a period of 90 (ninety) Business Days following the occurrence of (i) a Deadlock Drag Event; or (ii) an event of default as set out in the SHA where Vatika Group is the Defaulting Party, as applicable.
3. A Drag Invoking Notice shall constitute an irrevocable offer by a third party (**“Drag Transferee”**) to purchase from Vatika Group all of Vatika Group’s Securities in the Company at the relevant price stated below the **“Drag Price”**):
 - (a) if exercised following occurrence of a Deadlock Event, the Determined Value of the Securities owned by Vatika Group; and
 - (b) if exercised following occurrence of an event of default as set out in Article 33 where Vatika Group is the Defaulting Party, at a price being an amount equivalent to 75% of the Determined Value of the Securities owned by Vatika Group
4. The closing (**“Drag Closing”**) of the purchase and sale of the Securities to the Drag Transferee by Vatika Group pursuant to this Annex 11 shall occur within 90 (ninety) Business Days of the date of the Drag Invoking Notice, provided further that if there is a regulatory approval required for the sale, then the above period shall be extended appropriately. The date on which the Drag Closing takes place is herein called the **“Drag Closing Date”**.
5. The Drag Closing shall be held at the place identified by the Investor.
6. On the Drag Closing Date, the Drag Transferee shall pay to Vatika Group the Drag Price for the Securities of Vatika Group and Vatika Group shall Transfer all of its Securities in the Company (post conversion of OCDs to Equity Shares, upon the Investor’s request) to the Drag Transferee. It is further clarified that Vatika Group shall be required to provide the Drag Transferee with representations and warranties in relation to the Securities being sold as are customary in a sale and purchase transaction of this nature (including representations and warranties in relation to the management and affairs of the Company).
7. Failure of Vatika Group to sell its Securities to the Drag Transferee in the manner contemplated in this Annex 11 shall be a material breach of these Articles in terms of Article 33 of these Articles.

ANNEX 12- BUY-SELL PROCEDURE

1. The Deadlock Buy-Sell Event may be invoked by the Investor by giving written notice (an “**Invoking Notice**”) to Vatika Group upon the Investor having discarded its option to sell its Securities to a third party in accordance with Article 30.
2. An Invoking Notice shall contain the following details:
 - (a) the price per Security, determined in accordance with applicable pricing guidelines issued by the Reserve Bank of India from time to time, at which the Investor shall (i) sell to Vatika Group all of the Investor’s Securities in the Company; or (ii) purchase from Vatika Group all of Vatika Group’s Securities in the Company (the aggregate price for all Securities for each event, being the “**Buy-Sell Price**”); and
 - (b) the Investor’s preferred proposal, whether its (i) or (ii) above.
3. An Invoking Notice shall constitute an irrevocable offer by the Investor to either (i) sell to Vatika Group all of the Investor’s Securities in the Company; or (ii) purchase from Vatika Group all of Vatika Group’s Securities in the Company, in each event, at the Buy-Sell Price.
4. For a period of 30 (thirty) Business Days following receipt of an Invoking Notice (“**Election Period**”), Vatika Group shall have the right to elect to either sell to the Investor all its Securities or purchase from the Investor all the Securities held by the Investor, at the Buy-Sell Price.
5. In the event Vatika Group fails to elect either option within the Election Period, Vatika Group shall be deemed to have agreed to the preferred proposal of the Investor as indicated in the Invoking Notice and the preferred proposal of the Investor shall constitute a binding obligation on Vatika Group. The Security Holder whose Securities are being purchased in accordance with this Annex 12 shall be referred to as the “**Selling Party**” and the Security Holder who is obligated to purchase such Securities shall be referred to as the “**Purchasing Party**”.
6. The closing (“**Buy-Sell Closing**”) of the purchase and sale of the Securities pursuant to this Annex 12 shall occur within 60 (sixty) days following the expiry of the Election Period. The date on which the Buy-Sell Closing takes place is herein called the “**Buy-Sell Closing Date**”.
7. The Buy-Sell Closing shall be held at the place identified by the Investor.
8. At the Buy-Sell Closing Date, the Purchasing Party shall pay to each of the Selling Party; the Buy-Sell Price for the Securities of the Selling Party and the Selling Party shall transfer all of their Securities in the Company to the Purchasing Party. It is further clarified that the Selling Party shall be required to provide the Purchasing Party with representations and warranties in relation to the Shares being so sold (and not in relation to the Company) as are customary in a sale and purchase transaction of this nature.
9. Failure of the Purchasing Party to pay the Buy-Sell Price and purchase the Securities of the Selling Party or the failure of the Selling Party to sell its Securities to the Purchasing Party shall be a material breach of these Articles in terms of Article 33 of these Articles and any Purchasing Party or Selling Party that defaults in its obligation to purchase and sell Securities in accordance with this Annex 12 shall be deemed to be a “**Defaulting Party**” under these Articles.
10. For the purposes of this Annex 12 the entire shareholding of a Security Holder together with its Affiliates and nominees (as may be permitted by these Articles) shall be considered as one lot/block.

ANNEX 13 - PUT OPTION PROCEDURE

1. At the instances set out below, the Investor is entitled to sell, require Vatika Group to purchase all its Securities in the Company, in accordance with the procedure set out in this Annex 13:
 - (a) upon occurrence of an Exit Event as set out in Article 22; and
 - (b) upon occurrence of an event of default as set out in Article 33 where Vatika Group is the Defaulting Party.
2. The Determined Value shall be finalised by the Parties within 10 (ten) days of the occurrence of any of the above events, at the request of the Investor.
3. The Investor may invoke its put option by giving written notice (a **"Put Notice"**) to Vatika Group within a period of 180 (one hundred and eighty) days following the occurrence of either an Exit Event or an event of default under Article 33 where Vatika Group is the Defaulting Party, as applicable.
4. A Put Notice shall constitute an irrevocable offer by the Investor to sell to Vatika Group all of the Investor's Securities held by the Investor in the Company, and a binding obligation on Vatika Group to purchase from the Investor all of the Investor's Securities held by the Investor in the Company, at the Determined Value (the **"Put Price"**):
5. Vatika Group shall, either directly or through nominees, be under an obligation to purchase all the Securities of the Investor upon receiving the Put Notice.
6. The closing (**"Put Closing"**) of the purchase and sale of the Securities to Vatika Group (or a nominee of Vatika Group) by the Investor pursuant to this Annex 13 shall occur within 60 (sixty) days of the date of the Put Notice provided further that if there is a regulatory approval required for the sale, then the above period shall be extended appropriately. The date on which the Put Closing takes place is herein called the **"Put Closing Date"**.
7. The Put Closing shall be held at the place indicated in writing by the Investor in the Put Notice.
8. On the Put Closing Date, Vatika Group (or a nominee of Vatika Group) shall pay to the Investor the Put Price, as specified in the Put Notice, for the Securities of the Investor and the Investor shall Transfer all of its Securities in the Company to Vatika Group.

ANNEX 14 -RELEVANT DISTRIBUTION RATIO ADJUSTMENT MECHANISM

In case either Shareholder fails to invest its share of the additional funding amount, the Relevant Distribution Ratio shall be determined in the following manner:

X1 = E / (lower of (C or B) + E+ I)
X2 = I / (lower of (C or A) + E + I)
F = X1 + X2

The contributing Shareholder’s share in the Relevant Distribution Ratio applicable at the relevant time, shall be (**‘G’**) = D x (1-F)+F)

The non-contributing Shareholder’s share in the Relevant Distribution Ratio applicable at the relevant time, shall be 100 minus G.

KEY:

- A** = The value of the Company (including the Project) so determined by the property valuers appointed by the Shareholder contributing to the further funding in accordance with Article44.3, on a basis as is customary and as per the trade norms for the kind of venture engaged in the Business.
- B** =80% of A.
- C** = Sum total of all contributions and investments made by the Investor and Vatika into the Company as on the date of default in funding by non-contributing Shareholder.
- D** = The contributing Shareholder’s share of the Relevant Distribution Ratio immediately prior to the funding default.
- E** = The amount being contributed by the contributing Shareholder instead of the non-contributing Shareholder.
- I** = The amount being contributed by the contributing Shareholder of the total additional funding amount excluding E (i.e. E + I = total additional funding amount).

ANNEX 15 - FORM OF DEED OF ADHERENCE

DEED OF ADHERENCE

This Deed of Adherence (“**this Deed**”) is made on between:

- 1. Strong Infrabuild Private Limited (the “**Company**”);
- 2. of (the “**New Shareholder**”);
- 3. (the “**Selling Shareholder[s]**”);

AND

- 4. (the “**Continuing Shareholders**”).

WHEREAS:

- A. The Selling Shareholder[s], the Company [and the Continuing Shareholder] are parties to a Shareholders’ Agreement dated •(the “**Agreement**”).
- A. The New Shareholder proposes to purchase [description of instruments] in the capital of the Company from the Selling Shareholder in terms of a dated on or about executed between them.
- B. This Deed is made by the New Shareholder in compliance with the Agreement. Capitalised terms used but not defined in this Deed will have the respective meanings given to them in the Agreement.

THIS DEED WITNESSES AS FOLLOWS:

- 1. The New Shareholder confirms that it has been supplied a complete copy of the Agreement on or prior to the execution of this Deed and has fully understood the terms thereof.
- 2. The New Shareholder agrees to hold the [description of instruments] referred to in recital B above subject to the Agreement and the Memorandum and Articles.
- 3. The New Shareholder undertakes to the Continuing Shareholders and the Company to be bound by the Agreement in all respects as if the New Shareholder was a party to the Agreement and named in it as a Shareholder and to observe and perform duly and punctually all the provisions and obligations of the Agreement applicable to or binding on it under and in accordance with the Agreement.
- 4. The Continuing Shareholders undertake to the New Shareholder to observe and perform all the provisions and obligations of the Agreement applicable to or binding on them under the Agreement and acknowledge that the New Shareholder shall be entitled to the rights and benefits of the Agreement in accordance with the terms of the Agreement.
- 5. This Deed is made for the benefit of (i) the Parties to the Agreement, and (ii) every other person who after the date of the Agreement (and whether before or after the execution of this Deed) assumes any rights or obligations under the Agreement or adheres to it.
- 6. The address and facsimile number of the New Shareholder for the purposes of this Agreement is as follows:
- 7. This Deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same deed and any party may enter into this deed by executing a counterpart.
- 8. This Deed is governed by and shall be construed in accordance with Indian Law.

IN WITNESS WHEREOF this deed has been executed and has been delivered on the date which appears first on page 1.

- Signed and delivered by
- Signed and delivered by
- Signed and delivered by
- Signed and delivered by

ANNEX 16 - COMPETING PROJECT NOTICE

S.No.	Competing Project Details	
1.	Location of Competing Project	
2.	Land Area (in sq ft)	
3.	Other Land Details	
4.	Total Saleable Area (in sq ft)	
5.	Total No. of Units	
6.	Current Base Selling Price	
7.	No. of Units Sold	
8.	Area Sold (in sq ft)	
9.	Projected Revenues	
10.	Projected Costs	
11.	Development Plan	(to be attached)
12.	Any terms and conditions for participation by the Company or Vatika	
13.	Other relevant material information regarding the Competing Project	

ANNEX 17- TERMS OF SERIES B CCDS

The terms and conditions of the Series B CCDs set out herein shall be deemed to be incorporated into these Articles and shall form an integral part of these Articles.

1. **Ranking**

The CCDs and OCDs shall, *inter se*, rank *pari passu* without any preference or priority of one over the other. The Series B CCDs shall *inter se* rank *pari passu* without any preference or priority of one over the other.

2. **Transferability**

The Series B CCDs may be Transferred in the manner permitted under these Articles.

3. **Distribution**

The Series B CCDs shall be entitled to Distributions, as set out in these Articles.

4. **Interest**

- (a) The Series B CCDs shall carry an interest of 17.05% (seventeen point zero five per cent) per annum calculated on the face value of such Series B CCDs. It is clarified that such interest shall accrue and become payable on the Series B CCDs on the last day of each Financial Year or such other date as approved by the Board.
- (b) The holder of Series B CCDs shall not be entitled to interest on any unpaid interest.

5. **Conversion**

- (a) The Series B CCDs shall, at the expiry of 8 (eight) years from the allotment date, being September 27, 2016, be mandatorily and fully convertible into Equity Shares. However, the Company (with the prior approval of the Board) may at any time prior to the expiry of 8 (eight) years from the allotment date convert the Series B CCDs to Equity Shares, including, amongst others, in order to achieve and maintain the Relevant Distribution Ratio or for Distributions. The conversion of the Series B CCDs shall be solely in accordance with the provisions of the SHA and these Articles.
- (b) Subject to compliance with applicable Law, 40 (forty) Series B CCDs shall convert into 1 (one) Equity Share, subject to approval of the Board.

Provided that subject to the prior written consent of the Investor, more than 40 (forty) Series B CCDs shall convert into 1 (one) Equity Share. It is clarified that in all cases of conversion of Series B CCDs to Equity Shares the number of Equity Shares that shall be allotted to the Investor shall not exceed the maximum number of Equity Shares as are permitted to be allotted to the Investor under applicable Law.

6. **Conversion and adjustments**

- (a) If the Company should at any time fix a record date for the effectuation of a split or subdivision of the outstanding Equity Shares or the determination of holders of Equity Shares entitled to receive a distribution payable in additional Equity Shares or other Securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional Equity Shares (hereinafter referred to as "**Equity Shares Equivalents**") without payment of any consideration by such holder for the additional Equity Shares or the Equity Shares Equivalents (including the additional Equity Shares issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the conversion price of the Series B CCDs shall be appropriately adjusted so that the number of Equity Shares issuable on conversion of each Series B CCD shall be increased in proportion to such increase of the aggregate of Equity Shares outstanding and those issuable with respect to such Equity Shares Equivalents.
- (b) If at any time or from time to time there shall be a recapitalisation or reclassification of the Equity Shares of the Company (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing corporation), provision shall be made so that the holders of the Series B CCDs shall thereafter be entitled to receive upon conversion of the Series B CCDs the number of Equity Shares or other

Securities or property of the Company or otherwise, to which a holder of Equity Shares deliverable upon conversion would have been entitled on such recapitalisation. In any such case, appropriate adjustment shall be made in the application of the provisions of this Article 6 of this Annex 17 with respect to the rights of the holders of the Series B CCDs after the re-capitalisation to the end that the provisions of this Article 6 of Annex 17 (including adjustment of the conversion price then in effect and the number of Equity Shares issuable upon conversion of the Series B CCDs) shall be applicable after that event as nearly equivalent as may be practicable.

- (c) The Company will not, by amendment of its Memorandum and Articles or through any re-organisation, re-capitalisation, transfer of assets, consolidation, merger, dissolution, issue or sale of Securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Article 6 of Annex 17 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Series B CCDs against impairment.

7. No fractional shares and certificate as to adjustments

- (a) No fractional Equity Share shall be issued upon the conversion of any Series B CCDs, and the number of Equity Shares to be issued shall be rounded to the next whole Equity Share. Whether or not fractional Equity Shares are issuable upon such conversion shall be determined on the basis of the total number of Series B CCDs the holder is at the time converting into Equity Shares and the number of Equity Shares issuable upon such aggregate conversion.
- (b) Upon the occurrence of each adjustment of the conversion price of Series B CCDs pursuant to Article 6 of Annex 17, the Company, at its expense, shall promptly compute such adjustment in accordance with the terms hereof and prepare and furnish to each holder of the Series B CCDs a certificate setting forth such adjustment and showing in detail the facts upon such adjustment is based. The Company shall, upon the written request at any time of any holder of Series B CCDs, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustment and re-adjustment, (ii) the conversion price for such Series B CCDs at the time in effect, and (iii) the number of Equity Shares and the amount, if any, of other property that at the time would be received upon the conversion of Series B CCDs.

8. Reservation of shares issuable upon conversion

The Company shall at all times reserve and keep available out of its authorised but unissued Equity Shares, solely for the purpose of effecting the conversion of the Series B CCDs, such number of unissued Equity Shares as shall from time to time be sufficient to effect the conversion of all outstanding Series B CCDs; and if at any time the number of authorised but unissued Equity Shares shall not be sufficient to effect the conversion of all then outstanding Series B CCDs (taking into account the issuance of Equity Shares pursuant to any existing convertible security), the Company will take such corporate action as may be necessary to increase its authorised but unissued Equity Shares to such number of Equity Shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to the Company's Memorandum of Association.

9. Governing law

The Series B CCDs shall be governed and construed in accordance with the Laws of India.

10. Amendments

- (a) The rights, privileges and conditions attached to the Series B CCDs may be varied, modified or abrogated in accordance with the SHA, the Articles and applicable Law.
- (b) The Series B CCDs shall be subject to the terms and conditions contained herein and the SHA and these Articles. The terms and conditions set out herein shall be endorsed on the reverse of the certificate representing each of Series B CCD and the terms and conditions set out herein shall be binding on the Parties and shall be deemed to be incorporated in the body of these Articles. The salient terms and conditions of the Series B CCDs shall be stated on the Series B CCDs certificate(s) issued by the Company.

- (c) Capitalised terms used and not defined herein shall have the meaning ascribed to them under the shareholders' agreement dated December 04, 2014 between Vatika, Reco Frontier 89 Private Limited, Gates Developers Private Limited and the Company ("**SHA**"), as amended.

ANNEX 18 - TERMS OF SERIES B OCDS

The terms and conditions of the Series B OCDS set out herein shall be deemed to be incorporated into these Articles and shall form an integral part of these Articles.

1. **Ranking**

The OCDS and CCDs shall, *inter se*, rank *pari passu* without any preference or priority of one over the other. The Series B OCDS shall *inter se* rank *pari passu* without any preference or priority of one over the other.

2. **Transferability**

The Series B OCDS may be Transferred in the manner permitted under these Articles.

3. **Distribution**

The Series B OCDS will be entitled to Distributions, as set out in the these Articles.

4. **Interest**

The Series B OCDS shall carry an interest of 17.05% (seventeen point zero five per cent) per annum calculated on the face value of such Series B OCDS. It is clarified that such interest shall accrue and become payable on the Series B OCDS on the last date of each Financial Year or such other date as approved by the Board. The holder of Series B OCDS shall not be entitled to interest on any unpaid interest.

5. **Conversion**

(a) The Company (with the prior approval of the Board) may at any time prior to the expiry of 15 (fifteen) years from September 27, 2016 convert the Series B OCDS to Equity Shares, including, amongst others, in order to achieve and maintain the Relevant Distribution Ratio or for Distributions. The conversion of the Series B OCDS shall be solely in accordance with the provisions of the SHA and these Articles.

(b) 40 (forty) Series B OCDS shall convert into 1 (one) Equity Share, subject to approval of the Board.

Provided that subject to the prior written consent of the Investor, more than 40 (forty) Series B OCDS shall convert into 1 (one) Equity Share. It is clarified that in all cases of conversion of Series B OCDS to Equity Shares the number of Equity Shares that shall be allotted to Vatika shall not exceed the maximum number of Equity Shares as are permitted to be allotted to the Vatika under applicable Law.

(c) The Series B OCDS may, at the option of Vatika, on achieving the Hurdle, be eligible to be convertible into Equity Shares subject to approval of the Board. Additionally, the Company (with the prior approval of the Board) may at any time, convert the Series B OCDS to Equity Shares simultaneous to Series B CCDs and in the same conversion ratio as the Series B CCDs, or such number of Equity Shares as is determined by the Board to achieve or maintain the Relevant Distribution Ratio.

6. **Redemption**

(a) The Company may at any time (with the prior approval of the Board) redeem Series B OCDS at such price as may be determined by the Board. Upon completion of 15 (fifteen) years from the date of allotment being September 27, 2016 all outstanding Series B OCDS shall, at the option of the Company, be either redeemed at face value or converted into Equity Shares in the ratio determined by the Board, subject to compliance with applicable Law.

(b) Prior to the redemption of the OCDS as specified above, it is clarified that the holders of Series B OCDS shall not be entitled to any interest other than at the rate of 17.05% prescribed in Article 4 of this Annex 18.

7. **Conversion and adjustments**

(a) If the Company should at any time fix a record date for the effectuation of a split or subdivision of the outstanding Equity Shares or the determination of holders of Equity Shares entitled to receive a distribution payable in additional Equity Shares or other Securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional Equity Shares (hereinafter referred to as "**Equity Shares Equivalents**") without payment of any

consideration by such holder for the additional Equity Shares or the Equity Shares Equivalents (including the additional Equity Shares issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the conversion price of the Series B OCDs shall be appropriately adjusted so that the number of Equity Shares issuable on conversion of each Series B OCD shall be increased in proportion to such increase of the aggregate of Equity Shares outstanding and those issuable with respect to such Equity Shares Equivalents.

- (b) If at any time or from time to time there shall be a recapitalisation or reclassification of the Equity Shares of the Company (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing corporation), provision shall be made so that the holders of the Series B OCDs shall thereafter be entitled to receive upon conversion of the Series B OCDs the number of Equity Shares or other Securities or property of the Company or otherwise, to which a holder of Equity Shares deliverable upon conversion would have been entitled on such recapitalisation. In any such case, appropriate adjustment shall be made in the application of the provisions of this Article 7 of this Annex 18, with respect to the rights of the holders of the Series B OCDs after the recapitalisation to the end that the provisions of this Article 7 of this Annex 18, (including adjustment of the conversion price then in effect and the number of Equity Shares issuable upon conversion of the Series B OCDs) shall be applicable after that event as nearly equivalent as may be practicable.
- (c) The Company will not, by amendment of its Memorandum and Articles or through any reorganisation, recapitalisation, transfer of assets, consolidation, merger, dissolution, issue or sale of Securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Article 7 of this Annex 18, and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Series B OCDs against impairment.

8. No fractional shares and certificate as to adjustments

- (a) No fractional Equity Share shall be issued upon the conversion of any Series B OCDs, and the number of Equity Shares to be issued shall be rounded to the next whole Equity Share. Whether or not fractional Equity Shares are issuable upon such conversion shall be determined on the basis of the total number of Series B OCDs the holder is at the time converting into Equity Shares and the number of Equity Shares issuable upon such aggregate conversion.
- (b) Upon the occurrence of each adjustment of the conversion price of Series B OCDs pursuant to Article 7 of this Annex 18, the Company, at its expense, shall promptly compute such adjustment in accordance with the terms hereof and prepare and furnish to each holder of the Series B OCDs a certificate setting forth such adjustment and showing in detail the facts upon such adjustment is based. The Company shall, upon the written request at any time of any holder of Series B OCDs, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustment and readjustment, (ii) the conversion price for such Series B OCDs at the time in effect, and (iii) the number of Equity Shares and the amount, if any, of other property that at the time would be received upon the conversion of Series B OCDs.

9. Reservation of shares issuable upon conversion

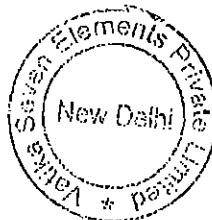
The Company shall at all times reserve and keep available out of its authorised but unissued Equity Shares, solely for the purpose of effecting the conversion of the Series B OCDs, such number of unissued Equity Shares as shall from time to time be sufficient to effect the conversion of all outstanding Series B OCDs; and if at any time the number of authorised but unissued Equity Shares shall not be sufficient to effect the conversion of all then outstanding Series B OCDs (taking into account the issuance of Equity Shares pursuant to any existing convertible security), the Company will take such corporate action as may be necessary to increase its authorised but unissued Equity Shares to such number of Equity Shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to the Company's Memorandum of Association.

10. Governing law

The Series B OCDs shall be governed and construed in accordance with the Laws of India.

11. **Amendments**

- (a) The rights, privileges and conditions attached to the Series B OCDs may be varied, modified or abrogated in accordance with the SHA, these Articles and applicable Law.
- (b) The Series B OCDs shall be subject to the terms and conditions contained herein and the SHA and these Articles. The terms and conditions set out herein shall be endorsed on the reverse of the certificate representing each of Series B OCD and the terms and conditions set out herein shall be binding on the Parties and shall be deemed to be incorporated in the body of these Articles. The salient terms and conditions of the Series B OCDs shall be stated on the Series B OCDs certificate(s) issued by the Company.
- (c) Capitalised terms used and not defined herein shall have the meaning ascribed to them under the shareholders' agreement dated December 04, 2014 between Vatika, Investor, Gates Developers Private Limited and the Company ("SHA"), as amended.



Vatika