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# Memorandum and Articles of Association of Escorts Kubota Limited

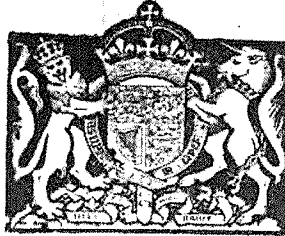
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Certified True Copy

For ESCORTS KUBOTA LIMITED

  
SATYENDRA CHAUHAN  
Company Secretary



## Certificate of Incorporation.

No. 157 of 1944-1945.

I hereby certify that Escorts (Agents)  
Ltd.,

is this day incorporated under the Indian Companies' Act, VII of 1913, and that the Company is Limited as a private company limited by shares.

Given under my hand at Lahore  
this 17<sup>th</sup> day of October  
One thousand nine hundred and forty four.  
Fee, Rs. 46/- (Forty six) only.

Registrar of ~~Joint~~ <sup>Joint</sup> Stock Companies.  
PUNJAB.

Certified True Copy

For ESCORTS KUBOTA LIMITED

  
SATYENDRA CHAUHAN  
Company Secretary

COMPANY NO. 55-1860

## FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON CHANGE OF NAME

In the office of the Registrar of Companies, Delhi. (Under the Companies Act, 1956 (1 of 1956) In the matter of ESCORTS (Agents) PRIVATE LIMITED

I hereby certify that ESCORTS (Agents) PRIVATE LIMITED which was originally incorporated on 17th day of October 1944 under the Indian Companies Act 1913 and under the name ESCORTS (Agents) LIMITED having duly passed the necessary resolution in terms of section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto in the Ministry of Commerce & Industry, Regional Director, Company Law Administration letter No. 10(72)-T/59 dated 14th January 1960, the name of the said company is this day changed to ESCORTS LIMITED and this certificate is issued pursuant to section 23(1) of the said Act.


Given under my hand at New Delhi this day of 18th Jan. 1960 (one thousand nine hundred and sixty.)  
28th Pausa, 1881

Seal of the  
Registrar of Companies  
Delhi and Haryana



Sd/-  
(R. P. KHANDPUR)  
ASSTT. REGISTRAR OF  
COMPANIES  
DELHI

\* Changed to ESCORTS (Agents) PRIVATE LIMITED in pursuance of section 24 of Companies Act, 1956

Certified True Copy  
For ESCORTS KUBOTA LIMITED  
  
SATYENDRA CHAUHAN  
Company Secretary



सत्यमेव जयते  
GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies  
4th Floor, IFCI Tower 61, New Delhi, Delhi, India, 110019

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

Corporate Identification Number (CIN): L74899HR1944PLC039088

I hereby certify that the name of the company has been changed from ESCORTS LIMITED to ESCORTS KUBOTA LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name ESCORTS (Agents) LIMITED.

Given under my hand at New Delhi this Ninth day of June two thousand twenty-two.



KAMNA SHARMA  
DROC  
Registrar of Companies  
RoC - Delhi

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

ESCORTS KUBOTA LIMITED

15/5, Mathura Road,, Faridabad, Faridabad, Haryana, India, 121003



Certified True Copy

For ESCORTS KUBOTA LIMITED

SATYENDRA CHAUHAN  
Company Secretary



GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, National Capital Territory of Delhi and Haryana

SECTION 18(3) OF THE COMPANIES ACT, 1956  
Certificate of Registration of Company Law Board order for Change of State

Corporate Identity Number : L74899HR1944PLC039088

M/s ESCORTS LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Delhi to the Haryana and such alteration having been confirmed by an order of co. law board New delhi, co. law board New delhi bearing the date 04/04/2009.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Delhi this Fifteenth day of May Two Thousand Nine.

  
(TIRKEY EGINIUS)

उप कम्पनी रजिस्ट्रार/ Deputy Registrar of Companies

राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा


National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :  
Mailing Address as per record available in Registrar of Companies office:

ESCORTS LIMITED  
SCO-232, 1st FLOOR, SECTOR-20,  
PANCHKULA - 134109,  
Haryana, INDIA



प्रमाणित प्रतिलिपि

  
उप/प्रवर्तक कम्पनी रजिस्ट्रार  
रा० राज० क्षेत्र दिल्ली एवं हरियाणा

Certified True Copy

For ESCORTS KUBOTA LIMITED

  
SATYENDRA CHAUHAN  
Company Secretary

**INCORPORATED UNDER THE INDIAN COMPANIES ACT, 1913  
ASA COMPANY LIMITED BY SHARES**

**Memorandum of Association**

**of**

**ESCORTS KUBOTA LIMITED**

- I. The name of the Company is ESCORTS KUBOTA LIMITED.<sup>1</sup>
- II. The REGISTERED OFFICE of the company will be situated in the STATE OF HARYANA.
- III. The OBJECTS for which the Company is established are :
- (1) To carry on the business of general carriers, railway and forwarding agents, warehousemen and common carriers and any other business which can conveniently be carried on in connection with the above.
- (2) To carry on the business of general contractors,
- (3) To carry on the business of advertisers, by issuing pamphlets, circulars or by publication of booklets or periodical or newspapers or by any such like means.
- (4) To carry on the business of advertising agents in all spheres.
- (4A) To act in India or any where in the world as :

Advisors, Technical, Industrial consultants and to provide technical know-how, render advice on planning, development, research design, plant operation, to make feasibility studies, assist in acquisition and erection of plant and machinery, to provide procurement construction and technical services and to render such other services as are usually rendered by consultants for and in connection with the management, manufacture, production, processing of engineering goods and any other allied products in all types of industries in-general: Management consultants and to provide services of data processing and modern management sciences: Registrars for issue of shares and other securities and deal with all kinds of work connected with issue, transfer and transmission of shares and other securities.

- (4B) To undertake, carryout, promote and sponsor rural development including any programme for promoting the social and economic welfare of or the uplift of the public in any rural area and to incur any expenditure or any programme or rural development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner. Without prejudice to the generality of the foregoing, "Programme of rural development" shall also include any programme for promoting the social and economic welfare of or the uplift of the public in any rural area which the Directors consider it likely to promote and assist rural development, and that the words, "rural area" shall include such areas as any be regarded as rural areas under section 35CC of the Income-tax Act, 1961 or any other law relating to rural development for the time being in force or as may be regarded by the Directors as rural areas and the Directors may at their discretion in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value as Directors may think fit and divest the ownership of any property of the Company to or in favour of any Public or Local Body or Authority or Central or State Governments or any Public Institutions or Trusts or any body or organisation recognised under any law for the time being in force or recognised by the Central or State Government as the Directors may approve:
- (4C) To undertake, carryout, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging what the Directors may consider to be social and moral responsibilities of the company to the public or any section of the public as also any activity which the Directors consider likely to promote national welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means as the Directors may think

<sup>1</sup> W.e.f. June 9, 2022 vide approval of Registrar of Companies, NCT of Delhi and Haryana in subsequent to shareholders approval by special resolution passed through postal ballot on December 18, 2021

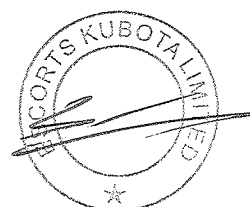
**Certified True Copy**

**For ESCORTS KUBOTA LIMITED**

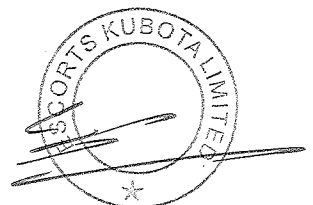
  
**SATYENDRA CHAUHAN**  
Company Secretary

fit and the Director may without prejudice to the generality of the foregoing, undertake carryout, promote and sponsor any activity for publication of any books, literature, newspapers etc., or for organising lectures or seminars likely to advance these objects or for giving merit awards, for giving scholarships, loans or any other assistance to deserving students or other Scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing, conducting or assisting any Institution, fund, trust etc., having anyone of the aforesaid objects as one of its objects by giving donations or otherwise in any other manner and the Directors may at their discretion in order to implement any of the above mentioned objects or purposes, transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the Company to or in favour of any Public or Local Body or Authority or Central or State Government or any Public Institutions or Trusts or anybody or organisation recognised under any law for the time being in force or recognised by the Central or State Governments, as the Directors may approve.

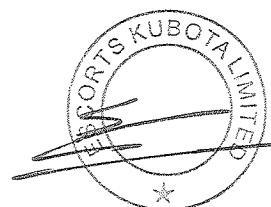
- (4D) To manufacture, produce, refine, process formulate, mix or otherwise acquire, invest in, own, hold, use, lease, mortgage, pledge, buy, sell, exchange, distribute, assign, transfer or otherwise dispose off, trade, deal in and with, import or export any and all classes and kinds of agricultural chemicals, fertilizers, manures, their mixtures and formulations, petro-chemicals, industrial chemicals, and any and all classes and kinds of chemicals, source materials, ingredients, mixtures, derivatives and compounds thereof and industrial and other preparations or products arising from or required in the manufacture, refining of any kind of fertilizers, manures, their mixtures and formulations and any type of fats, dips, sprays, vermifuges, insecticides, germicides, its disinfecting, preparations, fumigators, medicines and remedies of all kinds for agricultural, tree and fruit growing, gardening and other purposes or as remedies for human and animals and whether produced from vegetables, mineral, gaseous, animal.
- (4E) To carry on in all its branches the business of producers, manufacturers, purchasers, processors, refiners, importers, exporters, sellers of and dealers in cement, asbestos, asbestos products, alumina, cement, port and cements, lime and limestone, kankar, plaster, gypsum-board, plastic-board, artificial stone and materials of every kind used in the manufacture thereof, whitening clay, concrete, gravel, sand, sacks, bricks, tiles, building materials of all kind and all materials analogous too connected therewith and the business of miners, metallurgists, builders, contractors, quarry owners and to purchase and vend all materials raw products or otherwise and all articles in any way connected with the said business and to acquire, erect, construct, establish, operate and maintain cement factories limestone quarries, workshops and other works.
- (4F) To carry on the business of and deal in either principals or agents by sale, purchase or by letting hiring or otherwise and to enter into contract(s) for take over, negotiate or otherwise acquire, any Trawlers, deep sea fishers, fish carriers, fish curer s, wholesale and retail fish merchants, cold storage keepers, warehouse men, utilizers of fish refuse, marine storekeepers, drivers, auctions, assessors, wharfingers, carriers and forwarding agents and also to carry on the business as a manufacturers, importers and exporters of boats, ships, ice fish and other implements apparatus, instruments and processing and canning of the products of the company.
- (4G) To undertake and carry on all or any of the trades and business as of shippers, ship-owners, ship-brokers, shipping agents and insurance-brokers, shipping managers, tug-owners, warehousemen, wharfingers, salvors, ship builders, ship repairers, manufacturers of and dealers in nautical instruments and ships rigging, gear, fittings and equipments of every description, and to establish, maintain and operate shipping transport services (public and private) and all ancillary services and for this purpose, or as an independent undertaking to purchase, take in, exchange, charter, hire, build, construct or otherwise acquire, and to own, work manage, and trade with steam sailing motor, ships, trawlers, drifters, tugs and vessels or any shares or interests in ships vessels, including shares, stocks or securities of companies, possessed of or interested in any ships and to maintain, repair, fit out, refit, improve, alter, sell, exchange or let out in hire-purchase, or charter or otherwise, deal with the dispose off any of ships.
- (4H) To carry on the business of hotel, restaurant, cafe, tavern, beer-house, refreshment room and lodging-house keepers, licenced victuallers, wine, beer and spirit merchants, purveyors, cinemas and show business, caterers for public amusements generally, proprietors of motor and other vehicles, garage, proprietors, importers and brokers of food, live and dead stock and local and foreign produce of all descriptions, perfumers, chemists, proprietors of clubs, baths, dressing rooms, laundries, places of amusement, recreation, sport, entertainment, tobacco and cigar merchants, agents for railway, shipping and air-plane companies and carriers, cinema, theatrical and opera box proprietors.
- (4I) To carry on the business of brewers, distilleries and -manufacturers of, merchants, exports and dealers in alcohol and products thereof for industrial and other applications, beer, ale, porter, stout, wines, spirits aerated waters and liquors of every description, whether intoxicating or not, and of casks, bottles and other receptacles for the same.



- (4J) To carry on the business manufacturing, developing, designing, improving, hiring, repairing, buying, selling, dealing in importing and exporting ferrous and non-ferrous castings of all kinds and in particular chilled and malleable castings, special alloy castings, steel castings, gun metal, copper, brass, aluminium castings and foundry work of all kinds and forgings of all types of ferrous and non-ferrous metals and in any weight for any industry whatsoever.
- (4K) To carry on in all its branches the business of, production, manufacture, sale, purchase, processing, refining, deal in, grow, plant, blend, produce, import, export, buy and sell, all kinds of agricultural and vegetable produce, food products, cereal products, beverages, tea, coffee, cocoa, seeds, fruits, vegetable, milk products, poultry, animal husbandry and products thereof, dairy and dairy products, vegetable and edible oils, provisions of all kinds, plantations, natural and synthetic rubber, cattle food, oil extractors and manufacturers, millers, flour milling, cold storage plants and refrigeration equipment and other apparatus for preservation of agricultural and dairy produce, poultry products and food stuff, and any goods or activity usually dealt in any of the above business.
- (4L) To carry on business of manufacturing, fabricating, processing, converting, installing, erecting, assembling, repairing, improving, reconditioning, altering, buying, selling hiring, cleaning, servicing, exporting, importing, distributing, and/or otherwise, deal in all types of electronic and electrical equipments and components, Electron and Picture Tubes Communication Equipments, Telecommunications, Broadcasting Equipment, Radar and Navigational Equipments, Medical Electronics and Surgical Equipment, Amplifiers, Transmission Players, Television Sets, Tape Recorders and Cassette Machines (Audio & Video), Record Players, Paging and Public Address Equipments, Loudspeakers & their components, spares and accessories.
- (4M) To take on lease, acquire land property of any kind and to develop the same in any manner for agricultural, commercial, industrial and residential purposes, by itself or in collaboration or partnership with other and in particular any residential premises, offices, flats, apartments, township and colonies, industrial plants, godowns, warehouses, hospitals, Schools and conveniences of all kinds and to give on lease, licence, or hire or otherwise dispose off the same.
- (4N) To plan, promote, develop, organise and operate air transport services, scheduled and non-scheduled, for the carriage of passengers, mail, freight and cargo and for any other purpose including aerial work.
- (4O) To operate any air transport service, or any flight by air craft for commercial or other purpose, inland or international and to carry out all forms of aerial flights and services within and outside India.
- (4P) To provide personalized air transport to Company executive and tourist groups from within and outside India.
- (4Q) To provide joy rides with a view to promoting air mindedness in the country.
- (4R) To equip and maintain works and to purchase, sell and let or hire aeroplanes, helicopters, hovercrafts and all other types of aircraft for the carriages of passengers or freights and to carry on the business of carriers by air or by hovercrafts.
- (4S) Contract and corporate farming, provision of agricultural farm extention, research and consultancy services, renting of farm machinery and equipment, producing, manufacturing, selling, purchasing, processing, refining, bulk handling, storing, transporting, importing, exporting and otherwise dealing in or facilitating trading in seeds, fertilizers, pesticides, agricultural chemicals, fuels, irrigation equipments and systems, cattle feed and all types of agricultural produce and other agri allied products, facilitation of agri loans through Banks and Financial Institutions.
- (5) To trade or to do business as petrol and automobile agents and generally to do all things incidental thereto.
- (6) To act as Managing Agents or Selling Agents of any other Company or Companies.
- (7) To undertake and transact all kinds of agency business.
- (8) To carry on or promote any business, commercial, financial or otherwise under sound principles or to act as distributors, agents or managing agents on commission and on/ or allowances as may be deemed fit.
- (9) To export, import, produce, manufacture, buy, sell, barter, exchange, pledge, make advances upon or otherwise deal in goods, produce articles and merchandise of all kinds and power such as electrical, steam gas or otherwise and, land, farms, buildings, mines, quarries and other properties tangible, intangible whatsoever.

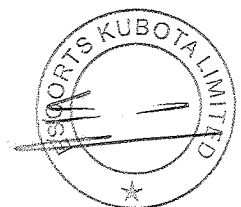


- (10) To establish, acquire and carry on factories, mills, works, workshops or stores in India or outside and to purchase, lease or otherwise acquire, carry on, develop and improve any business.
- (11) To manufacture, export, buy, sell, repair, and/or service or otherwise deal in pistons, piston rings, piston pins, cylinder sleeves, circlips, connecting rods, gaskets and other automotive parts, shock absorbers both railway and automotive types, railway brakes, railway couplers, railway track equipment of various types, railway buffers and buffer springs, brake blocks of all types, diesel, petrol, multifuel internal combustion engines, all types of motorcycles, scooters, scooterettes and autocycles, trucks, motor vehicles, tractors, trailers of all types, internal transport equipment of all types, agricultural implements and farm equipment of all kinds, earth moving and construction equipment, steel structurals, cranes, pumps of all types, x-ray apparatus, and electro-medical equipment including x-ray tubes, fluorescent and intensifying screens, tubular heating elements, electrical appliances and other allied equipment, equipment of power generation, diesel, steam, gas and hydel, engineering equipment electrical or mechanical of all kinds, gear and transmission equipment for transport or other vehicles and razor blades and all things used in or in connection with the above mentioned things and all machinery, implements, spare parts, appliances, apparatuses, lubricants and all other things capable of being used therewith or in manufacture, maintenance and working thereof.
- (12) To acquire by purchase, lease or otherwise, land for farming, to establish and run farms, to carry on the business of agriculture, horticulture, dairy farming, animal husbandary, to carry out any processes connected with anyone or more of such products, scientifically store farm products and deal in purchase and sale of articles of farm product.
- The Company will maintain separate accounts of the agricultural business and in the balance sheet separately show the profit and loss of that business.
- (13) To erect and maintain any mills and machineries required for carrying on any business.
- (14) To purchase, construct or otherwise acquire any lands, houses, offices, workshops, buildings and premises and fixed or moveable machineries, tools, engines, boilers, plants, implements, patterns, stock-in-trade and patent rights convenient to be used in or about carrying on any business.
- (15) To enter into any arrangement with the Government, Native State or Authority, Municipal, Local or otherwise or with any person or Corporation whatsoever that may seem conducive to the Company's objects or any of them and obtain from any such Government, Native State or Authority, person or Corporation all rights concessions and privileges which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights privileges and concessions.
- (16) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the Company shall consider to be preliminary including therein the cost of advertising, commissions for underwriting, brokerage, printing and stationery and expenses attendant upon the formation of agencies and local boards.
- (17) Upon any issue of shares, debentures or other securities of the Company to employ brokers, commission agents and underwriters and to provide for the remuneration of such persons for their services by payment in cash or by the issue of shares, debentures, or other securities of the Company or by the granting of options to take the same or in any other manner allowed by law.
- (18) To purchase or otherwise acquire, erect, maintain, reconstruct and adapt any land, buildings, offices, workshops, mills, plants, machinery and other things found necessary or convenient for the purpose of this Company.
- (19) To apply for and take out purchase or otherwise acquire any patents, patent rights or inventions, copy rights or secret processes which may be useful for the Company's objects and grant licences to use the same.
- (20) To let on lease or hire the whole or any part of the movable and immovable property of the Company on such terms as the Company shall determine.
- (21) To sell the undertaking of Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debenture stock, policies or securities of any other Company having objects altogether or in part similar to those of this Company and to promote any Company or Companies for the purpose of acquiring the undertaking of this Company



or any part thereof or all or any of the property, rights and liabilities of this Company.

- (22) To raise or borrow or secure the payment of money in such manner and on such terms as may seem expedient and in particular by the creation or issue of any mortgage, debenture stock, perpetual or otherwise bonds or notes and to purchase, redeem and payoff any such securities and to guarantee the payment of money, unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture stock, contracts, mortgages, charges, obligations, instruments, and securities of any Company or of any authority supreme, municipal, local or otherwise, or of any person whomsoever, whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contract or obligations.
- (23) To draw, accept, endorse, discount, execute and issue bills of exchange, promissory notes, debentures, whether express to be payable to bearer or otherwise and other negotiable or transferable instruments and securities.
- (24) To subscribe for conditionally or unconditionally to underwrite, issue on commission or otherwise take, hold, deal in and convert stock, shares and securities of all kinds and to enter into partnership or any arrangement for sharing profit union of interests reciprocal concessions or co-operation with any person, partnership or company and to promote and aid in promoting Companies or partnerships of all kinds for the purpose of acquiring and undertaking any property and liabilities of this or any other Company or of advancing directly or indirectly the object thereof for any other purpose which this Company may think expedient.
- (25) To invest and deal with moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (26) To sell, improve, manage, develop, exchange, enfranchise, lease, mortgage, dispose or turn to account or otherwise deal with any part of the property or rights of the Company.
- (27) To amalgamate with any other institution, societies, associations or bodies having objects wholly or partly similar to those of this Company.
- (28) To establish and support or aid in the establishment and support of associations, institutions, funds or trusts and conveniences calculated to assist the Company in the conduct of its business or to benefit employees or ex-employees of the Company or its dependents or connections of such persons and to grant pensions and allowances and to make payment towards insurance and to subscribe, contribute or otherwise assist or to guarantee money to charitable, benevolent, religious, scientific, national, public, political or any other parties and/or institutions, objects or purposes or any exhibition.
- (29) To remunerate any person or Company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares in the company's capital or any debentures, debentures stock or other securities of the Company or in the formation of the Company or the acquisition of property by the Company or the conduct of its business.
- (30) To establish branches or agencies of the Company in India or elsewhere and to undertake the management of any company or Companies having objects altogether or in part similar to those of this Company.
- (31) To distribute any of the property of the Company among the members in specie or kind.
- (32) To take all needful steps for enabling the Company to act as a legally authorised Company according to laws of the Government, Republics or States in which the Company shall for the time being seek to carry on business or have transactions but so that the limited liability of the members shall not be in any way prejudiced.
- (33) To do all or any of the matters hereby authorised whether alone or in conjunction with or as factors trustees, contractors or agents for any other Companies or person or by or through any factors, trustees, agents, subcontractors or otherwise.
- (34) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the above objects or calculated directly or indirectly to enhance the value of or render valuable any of the Company's property or rights.
- (35) Generally to do all such other things, as may appear incidental or conducive to the attainment of the above objects or any of them.



(36) And it is hereby declared that the word "Company" in this clause shall be deemed to include any partnership or other body of persons whether incorporated and whether domiciled in India or elsewhere and the intention is that the objects specified in each paragraph of this clause, be in anyway limited or restricted by inference from the terms of any other paragraph or the name of the Company.

IV The liability of the members is limited.

V The Authorised Share Capital of the Company is Rs. 12,890,000,000 ( Rupees one thousand two hundred and eighty nine crore only) divided into 401,000,000 (Forty crore and ten lakh only) equity shares of Rs. 10/- each and 888,000,000 (Eighty eight crore and eighty lakh only) unclassified shares of Rs. 10/- each. The Board of Directors/its committee thereof shall have the power to classify the Unclassified shares into such class(s) of shares and/or redenominate such shares, as may be considered expedient.\*

We, the several persons whose names are subscribed below are desirous of being formed into a Company in accordance with this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite to our respective names.

\*Amended w.e.f. 12 October, 2012 vide Scheme of Arrangement approved by High Court of Punjab & Haryana.

Certified True Copy

For ESCORTS KUBOTA LIMITED

  
SATYENDRA CHAUHAN  
Company Secretary

Names, addresses and descriptions of subscribes	Number of ordinary shares taken by each subscriber	Names, addresses and descriptions of witnesses
H.P. Nanda Merchant 32, Queens Road, Lahore	5	
Y.R. Nanda Merchant 32, Queens Road, Lahore	5	
Total .....	10	

Dated this 13th day of October, 1944

Certified True Copy  
For ESCORTS KUBOTA LIMITED

  
SATYENDRA CHAUHAN  
Company Secretary



**NOTE:** By a Special Resolution passed by way of a postal ballot, the results of which were declared on December 20, 2021, these articles were adopted as the Articles of Association (“**Articles**”) of the Company in substitution for and to the exclusion of all the existing Articles thereof.

**THE COMPANIES ACT, 2013**

**COMPANY LIMITED BY SHARES**

**Articles of Association**

**of**

**ESCORTS KUBOTA LIMITED (“COMPANY”)<sup>1</sup>**

**Part A**

1	The Regulations contained in Table F, in the First Schedule to the Companies Act, 2013, or in the schedule to any previous Companies Act, shall apply to this Company, so far as they have been impliedly or expressly modified by what is contained in the Articles hereinafter mentioned under the regulations for the management of the Company and for the observance of Members thereof and their representatives, shall, subject to any exercise of the statutory powers of the Company in reference to the repeal or alteration of, addition to, its regulations by Special Resolution, as prescribed by the said Companies Act, 2013, be such as are contained in these Articles.	Table F not to apply but Company to be governed by the Articles
<b>INTERPRETATION</b>		
2	In the interpretation of these Articles the following expressions shall have the following meanings, unless repugnant to the subject or context :-	Interpretation Clauses
	"The Company" or "this Company" means Escorts Kubota Limited.	"The Company" or "this Company"
	"The Act" means "the Companies Act, 2013" or any statutory modification or re-enactment thereof for the time being in force.	"The Act"
	"Auditors" means and includes those persons appointed as such for the time being by the Company.	"Auditors"
	"Board" or "Board of Directors", in relation to a Company, means the collective body of Directors of	"Board"

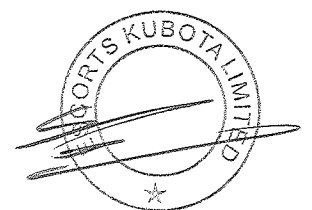
<sup>1</sup> W.e.f. June 9, 2022 vide approval of Registrar of Companies, NCT of Delhi and Haryana in subsequent to shareholders approval by special resolution passed through postal ballot on December 18, 2022

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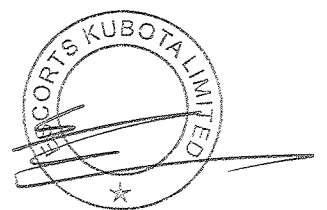
**For ESCORTS KUBOTA LIMITED**

  
**SATYENDRA CHAUHAN**  
Company Secretary

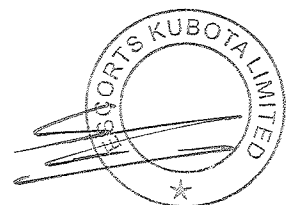
	the Company and includes any committee thereof.	
	Words importing the masculine gender also include the feminine gender.	"Gender"
	"Chairman" shall mean and include the word "Chairperson".	
	"In writing" and "written" include printing, lithography and other modes of representing or reproducing words in a visible form.	"In writing" and "Written"
	The marginal notes and catch lines hereto shall not affect the construction hereof.	Marginal notes" and "Catch Lines"
	"General Meeting" means a meeting of Members.	"General Meeting"
	"Annual General Meeting" means a General Meeting of the members duly called and held in accordance with the provisions of Section 96 of the Act.	"Annual General Meeting"
	"Extraordinary General Meeting" means Extraordinary General Meeting of the Members duly called and any adjourned holding thereof.	"Extraordinary General Meeting"
	"Month" means a calendar month	"Month"
	"Office" means Registered Office for the time being of the Company.	"Office"
	"Paid up" includes credited as paid up.	"Paid up"
	"Persons" includes corporations and firms as well as individuals.	"Persons"
	"Register of Members" means the" Register of Members to be kept pursuant to the Act.	"Register of Members"
	"The Registrar" means the Registrar of Companies.	"The Registrar"
	"Company's Regulations" means the Regulations for the time being for the management of the Company.	"Company's Regulations"
	"Seal" means the Common Seal for the time being of the Company.	"Seal"
	Words importing the singular number include, where the context admits or requires, the plural number and vice versa.	"Singular Number"
	"Beneficial Owner" means a person or persons whose name is recorded as such with a Depository.	"Beneficial Owner"
	"Depositories Act" means the Depositories Act, 1996 and shall include any statutory modification(s)	"Depositories Act"



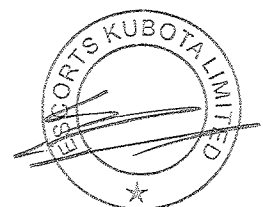
	or reenactment thereof for the time being in force.	
	"Depository" shall mean a Depository as defined under clause (e) of sub section (1) of Section 2 of the Depositories Act, 1996.	" Depository"
	"Securities" means Securities as defined in Section 2(h) of Securities Contracts (Regulations) Act, 1956.	"Securities"
	Unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as defined in the Act.	
<b>CAPITAL AND INCREASE AND REDUCTION IN CAPITAL</b>		
3	Subject to the provisions of the Act and these articles, the Authorised Share Capital of the Company shall be of such amount and be divided into such shares as may be provided in clause V of the Memorandum of Association of the Company, from time to time. The Board of Directors shall have the power to classify them into any class of shares and/ or any denomination, as the Board of Directors may decide.	Amount of the Capital
4	Subject to the provisions of the Act, the company may, from time to time, by members' resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.	Increase of Capital of the Company and how carried into effect
5	Subject to the provisions of the Act and these Articles, the Directors may allot and issue shares in the capital of the Company as for payment or part payment for any property or assets of any kind whatsoever, sold or to be sold or to be transferred or for goods or machinery supplied or to be supplied or for services rendered or to be rendered or for technical assistance or know how made or to be made available to the Company or the conduct of its business and shares which may be so allotted may be issued as fully or partly paid up otherwise than in cash and if so issued, shall be deemed to be fully or partly paid up as the case may be.	Allotment otherwise than cash
6	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	New Capital same as existing capital



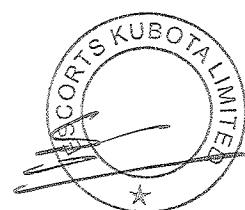
	ranking <i>pari passu</i> therewith.	
7	Subject to the provisions of Section 55 of the Act the Company shall have the power to issue preference shares which are or at the option of the Company are to be liable to be redeemed and the resolution authorising such issue shall prescribe the manner, terms and condition of redemption.	Redeemable Preference Shares
8	The Company may (subject to the provisions of Sections 52, 55, 66 and any other provisions of the Act) from time to time by Special Resolution, reduce its capital and any Capital Redemption Reserve Fund or other premium account in any manner for the time being authorised by law.	Reduction of Capital
9	<p>Subject to the provisions of section 61, the company may, by ordinary resolution,—</p> <p>(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;</p> <p>(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;</p> <p>(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;</p> <p>(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.</p>	Sub-division and consolidation of shares
10	Whenever the capital, by reason of the issue of preference shares or otherwise, is divided into different classes of shares, all or any of the rights, and privileges attached to each class may subject to the provisions of Section 48 of the Act may be varied with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or by means of a special resolution passed at a separate meeting of the holders of the issued shares of that class and all the provisions hereinafter contained as to General Meeting shall, Mutatis-mutandis apply to every such meeting This Article is not to derogate from any power the Company would have if this Article were omitted.	Modification of Rights



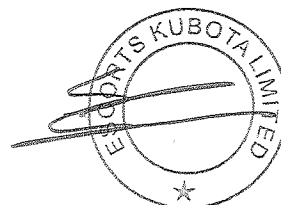
SHARES AND CERTIFICATES		
11	The Company shall cause to be kept a Register and Index of Members in accordance with Section 88 of the Act.	Register and Index of Members
12	The shares in the capital shall be numbered progressively according to their several denominations, and except in the manner herein before mentioned no share shall be subdivided.	Shares to be numbered progressively and no share to be sub-divided
13	The Board shall observe the restrictions as to allotment of shares to the public contained in Section 39 of the Act, and shall cause to be made the returns as to allotment provided for in Section 39 of the Act.	Restriction on allotment
14	Subject to the provisions of these Articles and of the Act, the shares shall be under the control of the Directors who may allot or otherwise dispose off the same to such persons on such terms and conditions and such times as the Directors think fit.	Shares under control of directors
15	Where the Board decides to increase the capital of the Company by the issue of new shares, then subject to any directions to the contrary which may be given by the Company in General Meeting, and subject only to those directions such new shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid up on those shares at that date; and such offer shall be made by a notice specifying the number of shares offered and limiting a time not being less than 15 days and not exceeding 30 days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined. After the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the persons to whom such notice is given that he declines to accept the shares offered, the Board may dispose them off in such a manner as they think most beneficial to the Company.	Further issue of Capital
16	The Company shall, subject to the provisions of the Act, compliance with all applicable laws, rules and regulations and consent of the Board, have power to issue ADRs, GDRs, FCCBs and any other security, on such terms and conditions and in such manner as the Board may deems fit, including their conversion and repayment. Such term(s) may include at the discretion of the	ADR/GDR/FCCBS and other Securities



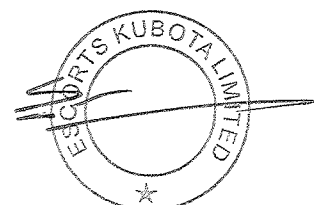
	Board, limitations on voting by holders of ADRs or GDRs, in accordance with the directions of the Board.	
17	In addition to and without derogating from the powers for that purpose conferred on the Board under Articles 14 and 15, the Company in General Meeting may determine that any shares (Whether forming part of the original capital or of any increased capital of the Company) shall be offered to such persons (whether members or not) in such proportion and on such terms and conditions, (subject to the provisions of Sections 52 and 53 of the Act) either at a premium or at par or at a discount, as such General Meeting shall determine and with full power to give any person (whether members or not) the option to call for or be allotted shares of any class of the Company (subject to the provisions of Sections 52 and 53 of the Act) either at a premium or at par or at a discount, such options being exercisable at such terms and for such consideration as may be directed by such General Meeting of the Company.	Power also to Company in General Meeting to issue Shares
18	Any application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any share therein, shall be an acceptance of shares within the meaning of these Articles; and every person who thus or otherwise accepts any shares and whose name is on the Register of Members, shall, for the purpose of these Articles, be a Member.	Acceptance of shares
19	The money (if any) which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall immediately on the inscription of the name of the allottee in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.	Deposit and calls etc. to be a debt payable immediately
20	Every member, or his heirs, executors or administrators, shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts, at such time or times and in such manner, as the Board shall, from time to time, in accordance with the Company's regulations require or fix for payment thereof.	Liability of Members



21	<p>Every Person whose name is entered as a member in the Register of Members shall be entitled to receive, within such time as prescribed under the Act, after allotment/ transfer: a. One certificate for all the shares without payment of any charges or several certificates, each for one or more of his shares, upon payment of such sum as may be decided by the Board for each certificate after the first.</p> <p>(a) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid up thereon.</p> <p>(b) 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 the certificate for a share to one of the several joint holders shall be sufficient delivery to all such holders.</p> <p>(c) If a share certificate is defaced, lost or destroyed, a duplicate certificate may be issued on payment of such fee as may be decided by the Board but not exceeding the amount prescribed under the Act, and on such terms, if any as to evidence and indemnity and the payment of out of pocket expenses incurred by Company in investigating evidence, as the Board think fit.</p>	Share Certificate
22	<p>If there is no further space on the reverse of a share certificate for endorsement of transfer, it shall, on request, be replaced by a new certificate, free of cost, but a renewal of certificates in the case of certificates worn out, torn through, defaced, destroyed or lost, shall be made on payment of such charge not exceeding one rupee as may from time to time be prescribed by the Board; provided however that such new certificates shall not be granted except upon delivery up of the worn out, torn through or defaced or used up certificate for the purpose of cancellation, or upon proof of destruction or loss, such indemnity as the Board may require in the case of the certificate having been destroyed, lost or defaced beyond identification. Any renewal certificate shall be marked as such.</p> <p>The provisions of Article 21 &amp; 22 shall mutatis mutandis apply to Debentures of the Company.</p>	Renewal of Certificate
23	<p>If any share stands in the names of two or more persons, the person first named in the Register of Members shall as regards receipt of dividends or bonus or service of notices and all or any other matter connected with the Company, except voting</p>	The first named of joint holder deemed sole holder

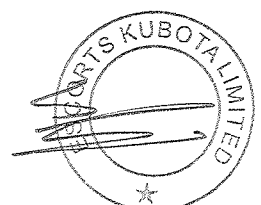


	at meetings, and the transfer of the shares, deemed the sole holder thereof but the joint holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such share, and for all incidents thereof according to the Company's regulations.	
24	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.	Company not bound to recognise any interest in share other than that of registered holder
25	Notwithstanding anything contained in these Articles but subject to the provisions of Sections 68, 69 and 70 and any other applicable provisions of the Act, Securities and Exchange Board of India Guidelines, Rules, Regulations and any other law for the time being in force, the Company may purchase its own shares or other specified securities.	Purchase of it's own Securities
26	Notwithstanding anything contained in these Articles but subject to the provisions of Section 54 and any other applicable provisions of the Act and/or any law for the time being in force, the Board of Directors may from time to time issue Sweat Equity Shares.	Sweat Equity Shares
27	Except as provided in the Articles and save as provided in Sections 67, 68 or any other applicable provisions of the Act, none of the funds of the Company shall be applied in the purchase of any shares of the Company, and it shall not give any financial assistance for or in connection with the purchase or subscription of any shares in the Company or in its holding Company.	Funds of the Company may not be applied in purchase of shares of the Company
28	Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its securities and to offer securities in a dematerialized form pursuant to the Depositories Act.	Dematerialization of Securities
29	Every Person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a Depository. Such a person who is the beneficial owner of the securities can at any time opt out of a Depository, if permitted by the law, in respect of any security in the manner provided by the	Option to investors

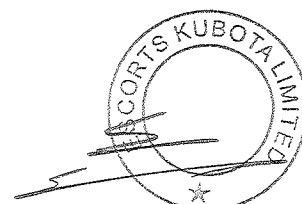




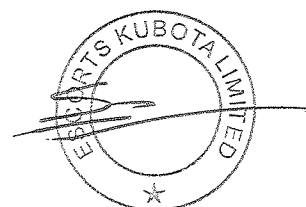
	<p>Depositories Act, and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required Certificate of Securities.</p> <p>If a person opts to hold his/her security with a Depository, the Company shall intimate such Depository the details of allotment of the security and on receipt of the information the Depository shall enter in its record the name of the allottee as the beneficial owner of the security.</p>	
30	All securities held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Section 89 of the Act shall apply to a Depository in respect of the securities held by it on behalf of the beneficial owners.	Securities in Depositories to be in fungible form
31	<p>(a) Notwithstanding anything to the contrary contained in the Act, or these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner.</p> <p>(b) Save as otherwise provided in (a) above, the Depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.</p> <p>(c) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the Depository shall be deemed to be a member of the Company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his/her securities which are held by a Depository.</p>	Rights of Depositories and Beneficial Owners
32	Notwithstanding anything contained in the Act or these Articles to the contrary, where securities are held in Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies or discs or otherwise permitted by law for the time being in force.	Service of Documents
33	Nothing contained in Section 56 of the Act or these Articles shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a Depository.	Transfer of Securities



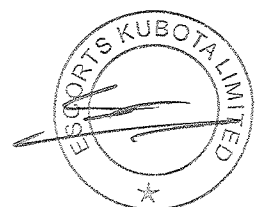
34	Notwithstanding anything contained in the Act or these Articles, where securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such securities.	Allotment of Securities with a Depository
35	Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to the securities held with a Depository.	Distinctive Numbers of Securities held in a Depository
36	The Register and Index of beneficial owners maintained by a Depository under the Depositories Act, 1996, shall be deemed to be the Register and Index of Members.	Register and Index of Beneficial Owners
<b>UNDERWRITING AND BROKERAGE</b>		
37	<p>(i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.</p> <p>(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.</p> <p>(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.</p>	Commission may be paid
<b>CALLS</b>		
38	<p>The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.</p> <p>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.</p> <p>The company may accept from any member, the whole or a part of the amount remaining unpaid on any shares held by him, even if no part of that amount has been called up.</p>	Directors may make calls



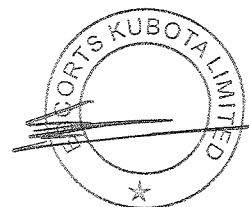
39	Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.	Notice of calls
40	A call shall be deemed to have been made at time when the resolution authorising such call was passed at a meeting of the Board.	Calls to date from resolution
41	A call may be revoked or postponed at the discretion of the Board, but no Member shall be entitled to such extension save as a matter of grace and favour.	Directors may extend time
42	If any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board; but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member.	Call to carry interest
43	On the trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the Member in respect of whose shares the money is sought to be recovered appears entered on the Register of Members as the holder at or subsequent to the date at which the money sought to be recovered is alleged to have become due, on the shares in respect of which such money is sought to be recovered, that the resolution making the call is duly recorded in the minute book; and the notice of such call was duly given to the Member or his representatives sued in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted nor any other matters whatsoever, but the proof of matters aforesaid shall be conclusive of the debt.	Proof on trial of suit for money due on Share
44	Neither the receipt by the Company of a portion of any money which all from time to time be due from any Member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.	Partial payment not to preclude forfeiture



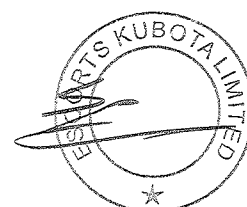
45	The Board may, if thinks fit, agree to and to receive from any Member willing to advance the same, all or any part of the amounts of his shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof, from time to time and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made, the Board may pay or allow interest at such rate as the Member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the member three months notice in writing.	Payment in anticipation of calls may carry interest
46	The Company shall have a first and paramount lien upon all the shares (other than fully paid up shares) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of the sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares and no equitable interest in any share shall be created except upon the footing and condition that Article 24 hereof is to have full effect. Any such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.	Company's lien on shares
47	For the purpose of enforcing such lien the Board may sell the shares subject thereto in such manner as they think fit but no sale shall be made unless a sum in respect of which the lien exists is presently payable and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators or his committee or other legal representatives as the case may be and default shall have been made by him or them in the payment of the sum payable as aforesaid for fourteen days after the date of such notice.	As to enforcing lien by sale
48	<p>(i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.</p> <p>(ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.</p>	Application of proceeds of sales
49	<p>(i) To give effect to any sale under Article 48, the Board may authorise some person to transfer the shares sold to the purchaser thereof.</p> <p>(ii) The purchaser shall be registered as the holder</p>	Validity of Sales in Exercise of Lien and after Forfeiture



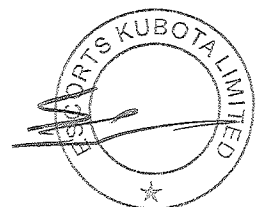
	<p>of the shares comprised in any such transfer.</p> <p>(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.</p>	
50	Where any shares under the powers in the behalf herein contained are sold by the Board and the certificate in respect thereof has not been delivered upto the Company by the former holder of such shares, the Board may issue a new certificate for such shares distinguishing it in such manner as they may think fit from the certificate not so delivered up.	Board of Directors may issue new Certificates
<b>FORFEITURE OF SHARES</b>		
51	If any Member fails to pay any call or installment of a call on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may, at any time thereafter during such time as the call or installment remains unpaid, give notice to him requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.	If money payable on share not paid, notice to be given to Member
52	The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state, that, in the event of the non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or installment is payable, will be liable to be forfeited.	Terms of Notice
53	If the requirements of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given, may at any time thereafter before payment of all calls or installment, interest and expenses due in respect thereof, be forfeited, by a resolution of the Board to that effect.	In default of payment, shares to be forfeited
54	When any share shall have been so forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and entry of the forfeiture with the date thereof, shall forthwith be made in the Register of Members.	Notice of forfeiture to a Member
55	Any share so forfeited shall be deemed to be the property of the Company and may be sold, re-allotted,	Forfeited shares to be property of Company and may



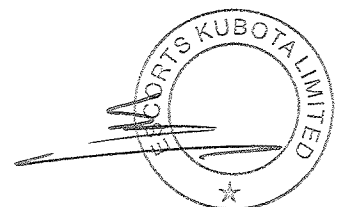
	or otherwise disposed off, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board thinks fit.	be sold etc.
56	<p>(i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.</p> <p>(ii) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.</p>	Member still liable to pay money owing at time of forfeiture and interest
57	The forfeiture of a share shall involve extinction, at the time of the forfeiture of all interest in and all claims and demands against the Company, in respect of the shares and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.	Effect of Forfeiture
58	<p>Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given-</p> <p>(i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;</p> <p>(ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;</p> <p>(iii) The transferee shall thereupon be registered as the holder of the share; and</p> <p>(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.</p>	Validity of sale under Articles 47 and 55
59	Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates issued in respect of the relative shares sold shall stand cancelled and become null and void and of no effect, and the directors shall be entitled to issue a	Directors may issue new certificates



	new certificate or certificates in respect of the said shares to the persons entitled.	
60	At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.	Power to annul forfeiture
61	The provisions of these Company's 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.	Forfeiture to apply in case of non-payment
<b>TRANSFER AND TRANSMISSION OF SHARES</b>		
62	The Company shall keep a "Register of Transfers".	Register of transfers
63	Every such instrument of transfer shall be executed both by transferor and the transferee and attested and the transferor shall be deemed to remain the holder of such share until the name of the transferee shall have been entered in the Register of Members in respect thereof.	To be executed by the Transferor and the Transferee
64	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.	Transfer books when closed
65	The Directors may decline register any transfer of shares not fully paid up or on which the Company has a lien. They may also decline to register a transfer of shares to a transferee of whom they do not approve. In all cases in which the Directors refuse to register a transfer of shares they shall, within two months after the date on which transfer was lodged with the company, send to the party lodging the shares for transfer notice of such refusal.	Director may refuse to register transfer
66	Notwithstanding anything contained in any other provisions of the Articles of Association, where any instrument of transfer of such shares has been	Rights to dividend, right shares and bonus shares to be held in abeyance pending registration

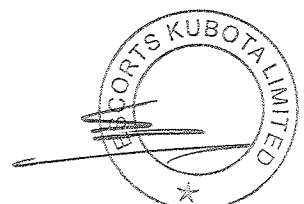


	delivered to the Company for registration and the transfer of shares has not been registered by the Company, the provisions of Section 126 of the Act shall apply in regard to right to dividend in relation to such shares; also any offer of right shares and any issue of fully paid up bonus shares in relation to such shares shall be kept in abeyance in accordance with the provisions of the said section.	of transfer of shares
67	<p>(i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares.</p> <p>(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.</p>	Death of one or more joint holder of shares
68	<p>(i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—</p> <p>(a) to be registered himself as holder of the share; or</p> <p>(b) to make such transfer of the share as the deceased or insolvent member could have made.</p> <p>(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.</p>	Title to shares of deceased Member
69	<p>(i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.</p> <p>(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.</p> <p>(iii) All the limitations, restrictions and provisions of these Company's regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice</p>	Certificate from Controller of estate duty when required

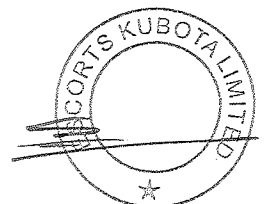




	or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.	
70	<p>A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages 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:</p> <p>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.</p>	Registration as Member entitled to shares otherwise than by transfer
71	<p>The Board may decline to recognise any instrument of transfer unless—</p> <p>(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;</p> <p>(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</p> <p>(c) the instrument of transfer is in respect of only one class of shares.</p>	Transfer to be presented with evidence of title and conditions of registration of transfer
72	No fee shall be payable to the Company in respect of transfer or transmission of any share(s) in the Company.	Fee on transfer or Transmission
73	The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of share made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting	The Company not liable for disregard of a notice prohibiting registration of a transfer



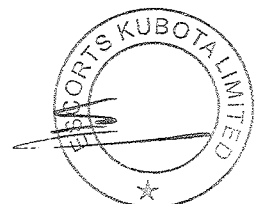
	<p>registration of such transfer, and may have entered such notice or referred thereto, in any book of the Company, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting to do so, though it may have been entered or referred to in some books of the Company ; but the Company shall, nevertheless, be at liberty to regard and attend to any such notice, and give effect thereto if the Board shall so think fit.</p>	
74	<p>Copies of Memorandum and Articles of Association of the Company and other documents referred to in Section 17 of the Act shall be sent by the Company to every Member at his request on payment of such sum as may be prescribed under the Act or as may be decided by the Board.</p>	<p>Copies of Memorandum and Articles of Association to be sent to members</p>
<b>BORROWING POWERS</b>		
75	<p>Subject to the provisions of Section 179, 180 and other applicable provisions of the Act and of these Articles the Board may, from time to time at its discretion, by a resolution passed at a meeting of the Board, accept deposits from members, either in advance of calls or otherwise and generally raise or borrow or secure the payment of any sum or sums of money for the Company.</p>	
76	<p>The payment or re-payment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit, and in particular by a resolution passed by the Board by the issue of debentures or debenture stock of the Company, charged upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being; and debentures, debenture stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.</p>	
77	<p>Any debentures, debenture stock or other securities may be issued at a discount, premium or otherwise and may be issued on conditions that shall be convertible into shares of any denomination, and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at General Meetings, appointment of Directors and otherwise, Debentures with the right to conversion into or</p>	<p>Terms of issue of Debentures</p>



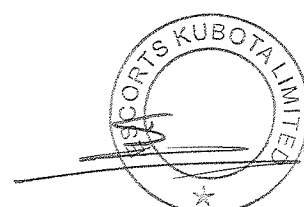
	allotment of shares shall be issued only with the consent of the Company in General Meeting.	
78	The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all mortgages, debentures and charges specifically affecting the property of the Company; and shall cause the requirements of the Act in that behalf to be duly complied with, so far as they fall to be complied with by the Company.	Register of Mortgages etc. to be kept
79	The Company shall, if at any time it issues debentures, keep a Register and Index of Debenture holders in accordance with Section 88 of the Act.	Register and Index of Debenture holders

#### CONVERSION OF SHARES INTO STOCK

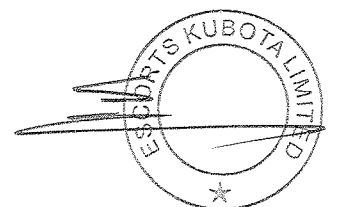
80	<p>Where shares are converted into stock,—</p> <p>a. the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:</p> <p>Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.</p> <p>b. the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.</p> <p>c. such of the Company's regulations as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those Company's regulations shall include "stock" and "stock-holder" respectively.</p>	Shares may be converted into stock and Rights of Stock Holders
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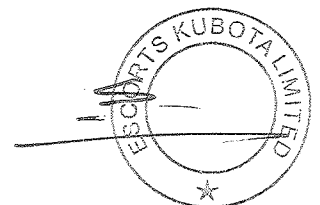
MEETING OF MEMBERS		
81	The Company shall in each year hold General Meeting as its Annual General Meeting in addition to any other meeting in that year in accordance with the provisions of the Companies Act, 2013 & rules made thereunder (including any statutory modification or re-enactment thereof for the time being in force).	Annual General Meeting
82	Subject to the provisions of the Act and any other Law, any Notification, Circular issued by the Central Government or any other Government authority/department, the shareholder(s) of the Company may participate in the General meeting(s) of the Company through Electronic Mode/video conferencing or any other mode permissible from time to time.	Participation by shareholders in the General meeting through Electronic Mode
83	Subject to the provisions of Section 100, the Board may, whenever, it thinks fit, call an Extraordinary General Meeting and shall do so upon a requisition in writing by any Member or Members holding in the aggregate not less than one tenth of such of the paid up capital of the Company as at that date carries the right of voting in regard to the matter in respect of which the requisition has been made.	Extraordinary General Meeting
84	<p>(i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.</p> <p>(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in Section 103.</p>	Quorum at General Meeting
85	Subject to the provisions of the Act, if, at the expiration of half an hour from the time appointed for the Meeting a quorum of Members, shall not be present, the meeting, if convened by or upon the requisition of Members shall stand cancelled, but in any other case it shall stand adjourned to the same day in the next week or if that day is a public holiday until the next succeeding day which is not a public holiday, at the same time and place or to such other day and at such other time and place, as the Board may determine.	If Quorum not present meeting to be dissolved and adjourned
86	The Chairman or in his absence the Managing Director of the Company shall be entitled to take the chair at every General Meeting whether Annual or Extraordinary. If there be no such Chairman or Managing Director, or if at any Meeting neither of	Chairman of General Meeting



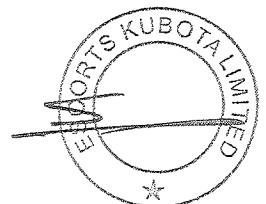
	them be present within fifteen minutes of the time appointed for holding such Meeting then Members present shall elect another Director as Chairman and if no Director be present or if all the Directors present decline to take the chair, then the Members present shall elect one of their member to be Chairman.	
87	No business shall be discussed at any General Meeting except the election of a Chairman, whilst the chair is vacant.	Business confined to election of Chairman whilst chair is vacant
88	The Chairman with the consent of the Meeting may adjourn any Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.	Chairman with consent may adjourn Meeting
89	In case of equality of votes the Chairman shall both on a show of hands and at a poll (if any) have a casting vote in addition to the vote or votes to which he may be entitled as a member.	Chairman's casting vote
<b>VOTE OF MEMBERS</b>		
90	No Member shall be entitled to vote either personally or by proxy at any General Meeting or meeting of any class of shareholders either upon a show of hands or upon a poll whilst any money is due from him, alone or jointly, to the Company in respect of any shares registered in his name on which any calls or other sums presently payable by him, have not been paid or in regard to which the Company has, and has exercise, any right of lien.	Members in arrears not to vote
91	Subject to the provisions of the Act and Article 101 every Member shall be entitled to be present, and to speak and vote at such Meeting, and on a show of hands every Member present in person shall have one vote and upon a poll every Member present in person or by proxy shall have one vote for every share held by him either alone or jointly with any other person or persons. Provided, however, if any preference shareholder be present at any Meeting of the company, he shall have a right to vote only on resolutions placed before the meeting which directly affect the rights attached to his preference shares.  No member shall exercise any voting right in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid, or in regard to which the company has	Number of votes to which Members entitled



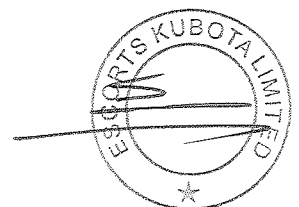
	exercised any right of lien.	
92	A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll by his Committee or other legal guardian and any such Committee or guardian may, on a poll, vote by proxy; if any Member be minor, the vote in respect of his share shall be by his guardian or anyone of his guardians if more than one, to be elected in case of dispute by the Chairman of the Meeting.	How Members of unsound mind and minor may vote
93	If there be joint registered holders of any shares, anyone of such persons may vote at any Meeting either in personally or by proxy in respect of such shares, as if he were solely entitled thereto, provided that, if more than one of such joint holders be present at any Meeting either personally or by proxy, the vote of the senior who tenders a vote shall alone be accepted in respect of such shares but the other or others of the joint holders shall be entitled to be present at the Meeting. Several executors or administrators of a deceased member in whose name shares stand shall for the purpose of these Articles be deemed joint holders thereof.	Votes of joint Members
94	No Member present only by proxy shall be entitled to vote on a show of hands, unless such Member is a corporation, present by a proxy who is not himself a Member, in which case such proxy shall have a vote on the show of hands as if he was a Member.	No proxy except for a corporation to vote on a show of hands
95	The instrument appointing a proxy and the power of attorney or other authority (if any), under which it is signed or notarially certified copy of that power or authority, shall be deposited at the office not less than forty eight 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 .	Deposit of instrument of appointment
96	An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.	Form of proxy
97	A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy or of any power of attorney under which such- proxy was signed, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death, revocation or transfer shall have been received at	Validity of vote given by proxy not withstanding death of Member



	the office before the Meeting.	
98	No objection shall be made to validity of any vote, except at the Meeting or poll at which such vote shall be tendered, and every vote, whether given personally or by proxy, not disallowed at such Meeting or poll shall be deemed valid for all purposes of such Meeting or poll whatsoever.	Time for objections of votes
99	The Chairman of any Meeting shall be the sole judge of the validity of every vote tendered at such Meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.	Chairman of any Meeting to be the judge of validity of any vote
100	The Company shall cause to be kept minutes of all proceedings of General Meetings which shall contain a fair and correct summary of the proceedings there at and a book containing such minutes shall be kept at the office of the Company and shall be open, during business hours for such periods not being less in the aggregate than two hours in each day as the Directors may determine; to the inspection of any Member without charge. Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which, in the opinion of the Chairman of the Meeting, (a) is, or could reasonably be regarded as defamatory of any person, (b) is irrelevant or immaterial to the proceedings or (c) is detrimental to the interest of the Company. The Chairman of the Meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds. Any such minutes, if purporting to be signed by the Chairman of the Meeting at which the proceedings took place or by the Chairman of the next succeeding Meeting, shall be prima facie evidence of the proceedings.	Minutes of General Meeting and inspection thereof by Members
101	Unless otherwise determined by a General Meeting and subject to Section 149 of the Act, the number of directors shall not be less than three and not more than fifteen.	Number of Directors
102	Subject to the provisions of Section 149 of the Act, and rules made thereunder, the Company may have a woman director.	Woman Director
103	Subject to the provisions of Section 151 of the Act and rules made thereunder, the Company may either on its own or on requisition of such number of small	Small Shareholder's Representative Director

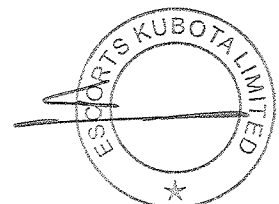


	shareholders as may be provided under the Act, have one director representative of small shareholders in such manner and with such terms and conditions as may be prescribed.	
104	Subject to provisions of Section 161, the Board may appoint an alternate director to act for a Director (hereinafter called "The Original Director") during his absence for a period of not less than three months from India. An alternate Director appointed under this Article shall vacate office if and when the original director returns to India. If the terms of office of the Original Director is determined before he so returns to India, any provision in the said Act or in these articles for the automatic re- appointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the alternate Director.	Appointment of Alternate Director
105	<p>Subject to provisions of Section 152, 161 and 169 (7) of the Act, the Board of Directors may appoint any person other than a person who fails to get appointed as a director in a general meeting, as an additional director at any time who shall hold office up to the date of the next annual general meeting or the last date on which the annual general meeting should have been held, whichever is earlier and any person so appointed shall retain his office only until the next Annual General Meeting.</p> <p>If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board and the director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.</p>	Additional Director and Casual Vacancy of Director(s)
106	A Director shall not be required to hold any qualification shares.	Qualification Shares
107	Each Director Shall be entitled to receive such sitting fee for every meeting of the Board or committee thereof attended by him, as may be determined by the Board, not exceeding such sum as may be prescribed by the Act or the Central Government from time to time. He Shall also be reimbursed the expenses for attending the meeting on actuals.	Sitting fees of Directors
108	Subject to the provisions of Section 197 of the Act, if any Director be called upon to perform extra services or make special exertions or efforts (which expression shall include work done by a Director	Special Remuneration of Director performing extra service

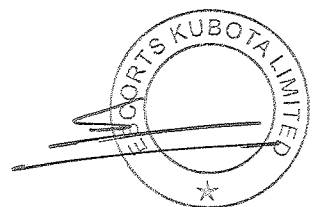




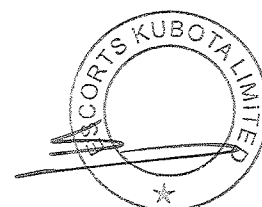
	as a member of any Committee formed by the Directors) the Board may arrange with such Director for such special remuneration for such extra services or special exertions or efforts either by fixed sum or otherwise as may be determined by the Board.	
109	If any Director be called upon to go or reside out of the State where the Registered Office is situated for the Company's business and if any Director who has a usual place of residence outside the State where the Registered Office is situated is called upon to come to the State where the Registered Office is situated for company's business or if such Director is required to go to any other station directly from his usual place of residence he shall be entitled to be repaid any travelling or other expenses incurred in connection with the business of the Company.	Expenses incurred by a Director for going out on Company's business
110	The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by the Articles of the Company as necessary quorum of Directors the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number, or for summoning a General Meeting, but for no other purpose.	Directors may act notwithstanding vacancy
111	<p>Subject to Section 167 and 188 of the act the office of a Director shall be vacated if:</p> <ul style="list-style-type: none"> <li>i. he incurs any of the disqualifications specified in section 164;</li> <li>ii. he absents himself from all the meetings of the Board of Directors held during a period of twelve months with or without seeking leave of absence of the Board;</li> <li>iii. he acts in contravention of the provisions of section 184 relating to entering into contracts or arrangements in which he is directly or indirectly interested;</li> <li>iv. he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested, in contravention of the provisions of section 184;</li> <li>v. he becomes disqualified by an order of a court or the Tribunal;</li> <li>vi. he is convicted by a court of any offence, whether involving moral turpitude or otherwise</li> </ul>	When office of Directors to be vacated



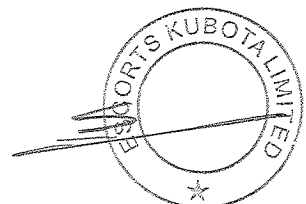
	<p>and sentenced in respect thereof to imprisonment for not less than six months:</p> <p>Provided that the office shall be vacated by the director even if he has filed an appeal against the order of such court;</p> <p>vii. he is removed in pursuance of the provisions of this Act;</p> <p>viii. he, having been appointed a director by virtue of his holding any office or other employment in the holding, subsidiary or associate company, ceases to hold such office or other employment in that company.</p>	
112	<p>A Director or his relative, a firm in which such Director or relative is a partner, any other partner in such a firm, or a private Company of which the Director is a member or Director may enter into any contract with the Company for the sale, purchase or supply of goods, materials, services or for underwriting the subscription of any shares in or debentures of the Company provided that the sanction of the Board is obtained by a resolution passed at its Meeting before or within two months of the date on which the contract is entered into in accordance with Section 188 of the Act. No sanction, however, shall be necessary to any any transactions entered into by the company in its ordinary course of business other than transactions which are not on an arm's length basis... The director, so contracting or being so interested, shall not be liable to the Company for any profit realised by any such contract by reason of such Director holding that office, of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at a meeting of the Board at which the contract is determined, if his interest then exists, or in any other case at the first meeting of the Board after the acquisition of his interest.</p>	Director may contract with Company
113	<p>(1) For the purposes of Article 128, a general notice given to the Board by a director at the first meeting of the Board in which he participates as a director and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the disclosures already made, then at the first Board meeting held after such change, disclose his concern or interest in any company or companies or bodies corporate, firms, or other association of individuals which shall include the shareholding, in such manner as may be</p>	Disclosure of interest



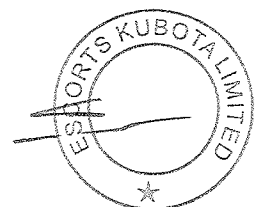
	<p>prescribed.</p> <p>(2) Every director of a company who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement or proposed contract or arrangement entered into or to be entered into—</p> <p>(a) with a body corporate in which such director or such director in association with any other director, holds more than two per cent. shareholding of that body corporate, or is a promoter, manager, Chief Executive Officer of that body corporate; or</p> <p>(b) with a firm or other entity in which, such director is a partner, owner or member, as the case may be,</p> <p>shall disclose the nature of his concern or interest at the meeting of the Board in which the contract or arrangement is discussed and shall not participate in such meeting.</p>	
114	<p>No Director shall act as a Director, take any part in the discussion of, or vote on any contract or arrangement entered into or to be entered into by or on behalf of the Company, if he is in any way, whether directly or indirectly, concerned or interested in such contract or arrangement, nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote, his vote shall be void; provided that the Board, or any of its number, may vote on any contract if indemnity against loss which it or anyone or more of its number, may suffer by reason of becoming or being sureties or surety of the Company. Nothing in this Article shall apply to:</p> <p>(a) shall be taken to prejudice the operation of any rule of law restricting a director of a company from having any concern or interest in any contract or arrangement with the company;</p> <p>(b) shall apply to any contract or arrangement entered into or to be entered into between two companies where any of the directors of the one company or two or more of them together holds or hold not more than two per cent. of the paid-up share capital in the other company.</p> <p>This Article is subject to the provisions of Section 184 of the Act.</p>	Interested Director not to participate or vote in Board's proceedings
115	The Company shall keep a register in accordance with Section 189 of the Act in which shall be entered	Register of contracts in which Directors are



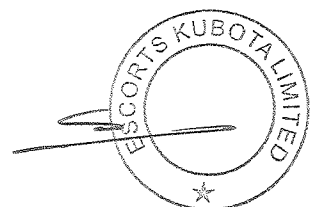
	<p>particulars of all contracts or arrangements to which articles 125 and 126 apply including the date of the contract or arrangements, the name of the parties thereto, the principal terms and conditions thereof, the date on which it was placed before the Board, the names of the Directors voting for and against the contract or arrangement and the names of those remaining neutral and the register shall be placed before the next Meeting of the Board and shall be signed by all the Directors present at the Meeting. The register shall be kept at the office of the Company and shall be open to inspection at such office, and extracts may be taken therefrom and copies thereof may be required by any Member of the Company to the same extent, in the same manner, and on payment of the same fee as in the case of the Register of Members of the Company and the provisions of Section 94 of this act shall apply accordingly.</p>	interested
116	<p>A Director may be or become a Director of any Company promoted by the Company, or in which it may be interested as a vendor, shareholder, or otherwise and no such Director shall be accountable for any benefits received as a Director or shareholder of such Company except in so far as Section 197 or Section 188 of the Act may be applicable.</p>	Directors may be Directors of Company promoted by the Company
117	<p>Subject to provisions of Section 152 of the Act and these articles, not less than two third of the total number of directors of the Company shall be person whose period of office is liable to determination by retirement of director by rotation. At every Annual General Meeting of the Company, one third of the Directors whose period of office is liable to retire by rotation for the time being of the Company shall retire by rotation. If the number to retire is not three or multiple of three, then the number nearest to one third shall retire from office. The directors to retire by rotation at every annual general meeting shall be those who have been longest in office since their last appointment, but as between persons who became directors on the same day, those who are to retire shall, in default and subject to an agreement among themselves, be determined by lot.</p>	Retirement of the Directors
118	<p>Notwithstanding anything to the contrary contained in these Articles so long as any moneys remain owing by the Company to any financial institution out of any loans granted by them to the Company or so long as the financial Institution hold debentures in the Company by direct subscription or private placement or so long as the financial Lending Institution holds shares in the Company as a result of conversion of the said loans/ debentures, the</p>	Nominee Director



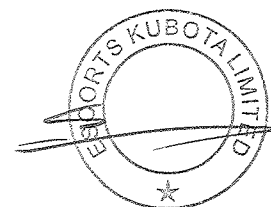
	<p>financial Institution shall have a right to appoint from time to time one or more persons as Director(s) on the Board of Directors of the Company (which Director is hereinafter referred to as the "Nominee Director"). The financial Institution may at any time and from time to time remove the Nominee Director appointed by it and may, in the event of such removal and also in case of death or resignation of the Nominee Director, appoint another in his place and also fill any vacancy which may occur as result of the Nominee Director ceasing to hold office for any reason whatsoever. The Board of Directors of the Company shall have no power to remove the Nominee Director from office. Each such nominee Director shall be entitled to attend all General Meetings, Board Meetings and Meetings of the Committee of which he is a member, and he and the financial institution appointing him shall also be entitled to receive notice of all such meetings as also the minutes of all General Meetings. The Nominee Director shall be paid all remunerations, fees, allowances, expenses and other moneys to which other Directors are entitled. Subject as aforesaid the nominee Director shall be entitled to the same rights and privileges and save and except as provided for in the provisions of any law for the time being in force in respect of the respective financial institution be subject to the same obligations as any other Director of the Company. The Nominee Director shall ipso facto vacate his office immediately the moneys owed by the Company to the financial Institution are paid off or on the financial Institution ceasing to hold shares / debentures of the Company.</p>	
119	[Omitted]	[Omitted]
120	A retiring Director shall be eligible for re-election.	Eligibility for re-election
121	Subject to the provision of the Act, the Company at the General Meeting at which a Director retires in manner aforesaid, may fill up the vacancy by electing the retiring director or some other person thereto.	Company to appoint successors
122	<p>(a) If the place of the retiring Director is not so filled up and the Meeting has not expressly resolved not to fill the vacancy, the Meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a national holiday, till the next succeeding day which is not a holiday, at the same time and place.</p> <p>(b) If at the adjourned Meeting also, the place of the retiring Director is not filled up and that</p>	Provisions in default of appointment



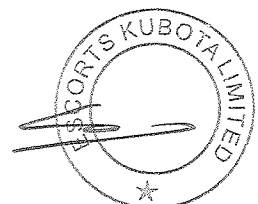
	<p>Meeting also has not expressly resolved not to fill the vacancy the retiring Director shall be deemed to have been re-appointed at the adjourned Meeting unless:</p> <p>(i) at that Meeting or at the previous Meeting a resolution for the reappointment of such Director has been put to the Meeting and lost;</p> <p>(ii) the retiring Director has, by notice in writing addressed to the Company or the Board, expressed his unwillingness to be so reappointed;</p> <p>(iii) he is not qualified or disqualified for appointment;</p> <p>(iv) a resolution, whether special or ordinary, is required for the appointment or re-appointment by virtue of any provisions of the Act, or</p> <p>(v) Section 162 is applicable to the case.</p>	
123	<p>Subject to Section 149 of the Act the Company may , by ordinary Resolution, from time to time, increase or reduce the number of Directors, and the Company may, (subject to the provisions of section 169 of the Act) remove any Director before the expiration of his period of office and appoint another qualified person in his stead. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same if he had not been removed.</p>	<p>Company may increase or reduce the number of Directors</p>
124	<p>No person not being a Retiring Director, shall be eligible for appointment to the office of Director at any General Meeting, unless he or some other member intending to propose him has, at least fourteen clear days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of Director or intention of such member to propose him as a candidate for that office, along with the deposit of one lakh rupees or such higher amount as may be prescribed which shall be refunded to such person or, as the case may be, to the member, if the person proposed gets elected as a director or gets more than twenty-five per cent. of total valid votes cast either on show of hands or on poll on such resolution.</p>	<p>Notice of candidature for office of Director except in certain cases</p>
125	<p>The Company shall keep at its office a register containing the particulars of its Key Managerial</p>	<p>Register of Key Managerial Personnels and notification of</p>



	Personnel's mentioned in Section 170 of the Act, and shall otherwise comply with the provisions of the said Section in all respects.	change to registrar
126	(a) Every Director or other Key Managerial Personnel (including a person deemed to be a Director by virtue of the provisions of Section 170 of the Act) shall, within 14 days of his appointment to any of the above offices in any other body corporate, disclose to the Company particulars relating to his office in the other body corporate which are required to be specified under Section 170 of the Act.	Disclosure by director of appointment to any other body corporate
	(b) Every Director or other Key Managerial Personnel by virtue of Section 170 of the Act shall give notice to the Company of such matter relating to himself as may be necessary for the purpose of enabling the Company to comply with the provisions of that Section.	Disclosure by director of his holdings of shares and debentures of the company etc.
<b>KEY MANAGERIAL PERSONNEL</b>		
127	<p>Subject to the provisions of the Act,—</p> <p>(i) The Company shall have the following whole-time key managerial personnel by means of a resolution of the Board containing the terms and conditions of the appointment including the remuneration:</p> <ul style="list-style-type: none"> <li>a. Managing director, or Chief Executive Officer or manager and in their absence, a whole-time director;</li> <li>b. Company secretary; and</li> <li>c. Chief Financial Officer</li> </ul> <p>(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.</p>	Appointment of Key Managerial Personnel
128	Notwithstanding anything contained in Section 203 or any other provisions of the Act, the Board may appoint or re-appoint an individual as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company at the same time.	Appointment of Chairperson of the Company

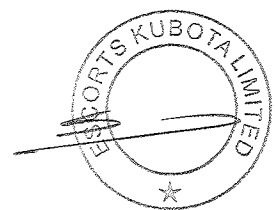


PROCEEDINGS OF THE BOARD OF DIRECTORS		
129	Subject to the provisions of Section 173 of the Act, the Directors may meet together as Board for the dispatch of business from time to time and shall hold a minimum number of four meetings of its Board of Directors every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board and they may adjourn and otherwise regulate their Meetings as they think fit.	Meeting of Directors
130	Subject to the provision of the Act or any Notification, Circular issued by the Central Government or any other Government authority/department, the Director(s) of the Company may participate in the meeting(s) of the Board/Committee through Electronic Mode/video conferencing or any other mode prescribed by law from time to time.	Participation by Director in Board/ Committee meeting through Electronic Mode
131	<p>Subject to the provisions of Section 173 of the Act, A meeting of the Board shall be called by giving not less than seven days' notice in writing to every director at his address registered with the company and such notice shall be sent by hand delivery or by post or by electronic means.</p> <p>A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one independent director, if any, shall be present at the meeting.</p>	Notice of Meetings
132	Subject to Section 174 of the Act, quorum for a meeting of the Board shall be one third of its total strength (excluding Director, if any, whose place be vacant at the time and any fraction contained in that one third being rounded off as one) or two Directors whichever is higher. Provided that where at any time the number of interested Directors exceed or is equal to two-third of the total strength, the number of the remaining Directors, that is to say, the number of Directors who are not interested, being not less than two, shall be the quorum during such time.	Quorum
133	If a Meeting of the Board could not be held for want of quorum, then the Meeting shall stand adjourned to such day, time and place as the Director or Directors present at the Meeting may fix.	Adjournment of Meeting for want of quorum
134	A Director may at any time and the secretary upon the request of a Director shall convene a Meeting of the Board by giving a notice in writing to every	When Meeting to be convened

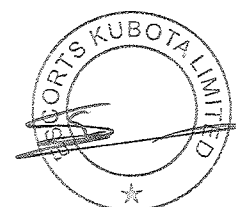




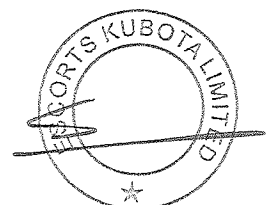
	Director at his address registered with the company.	
135	The Directors may from time to time elect from among their number a Chairman and a Vice Chairman of the Board and determine the period for which they are respectively to hold office. If there be no Chairman or a Vice Chairman or if at any Meeting of the Board neither of them be present at the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such Meeting.	Chairman
136	Unless otherwise provided under the Act, Questions arising at any Meeting shall be decided by a majority of votes, and in case of an equality of votes, the Chairman of the Meeting shall have a second or casting vote.	Questions at Board Meeting how decided
137	A Meeting of the board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretion which by or under the Act or Articles of the Company are for the time being vested in or exercisable by the Board generally.	Powers of Board Meeting
138	<p>Subject to the restrictions contained in section 179 of the act, the Board may delegate any of their power to committees of the Board consisting of such member or members of its body, as it thinks fit, and it may from time to time revoke and discharge any such committee of the board, either wholly or in parts, and either as to person or purposes; but every Committee of the Board so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Board.</p> <p>All acts done by any such committee of the Board in conformity with such regulations and in fulfillment of the purposes of their appointment but not otherwise, shall have like force and effect as if done by the Board.</p>	Directors may appoint Committee
139	The Meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the Meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulation made by the Directors under the last preceding Article.	Meeting of the Committee how to be governed
140	No resolution shall be deemed to have been duly passed by the Board or by a committee thereof by	Resolution by circulation



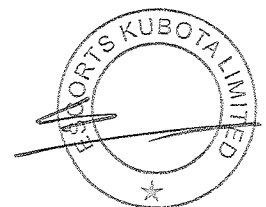
	<p>circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the directors, or members of the committee, as the case may be, at their addresses registered with the company in India by hand delivery or by post or by courier, or through such electronic means as may be prescribed and has been approved by a majority of the directors or members, who are entitled to vote on the resolution.</p> <p>A resolution passed as above shall be noted at a subsequent meeting of the Board or the committee thereof, as the case may be, and made part of the minutes of such meeting.</p>	
141	<p>All acts done by any Meeting of the Board or by a Committee of the Board or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were at disqualified or had vacated office or that appointment of any of them had been terminated by virtue of any provisions contained in the Act or these Articles, be as valid as if every such person had been duly appointed and was qualified to be a Director, and had not vacated office or he had not been terminated. Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been noticed the Company to be invalid or to have terminated.</p>	Acts of Board or Committee valid not withstanding (informal) appointment
142	<p>In terms of the provisions of Section 118 of the Company, the Directors shall cause minutes to be duly entered in a book or books provided for the purpose;</p> <ol style="list-style-type: none"> <li>The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.</li> <li>All appointments made at any of the meetings aforesaid shall be included in the minutes of the meeting.</li> <li>In the case of a meeting of the Board of Directors or of a committee of the Board, the minutes shall also contain— <ol style="list-style-type: none"> <li>the names of the directors present at the meeting; and</li> <li>in the case of each resolution passed at the meeting, the names of the directors, if any, dissenting from, or not concurring with the</li> </ol> </li> </ol>	Minutes of proceedings of Directors and Committees to be kept



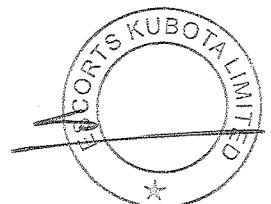
	<p>resolution.</p> <p>iv. Any such minutes of any Meeting of the Board or of any Committee of the Board if purporting to be signed by the Chairman of such Meeting or by the Chairman of the next succeeding Meeting, shall be received as prima facie evidence of the matters stated in such minutes.</p>	
143	<p>The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the Memorandum of Association or otherwise authorized to exercise and do, and, not hereby or by the statue or otherwise directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of the Act and other laws and of the Memorandum of Association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.</p>	Powers of Directors
144	<p>Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorised by its articles, then and in that case this Article authorises and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.</p>	General Powers of Board
145	<p>Subject to the provisions of the Act and these Articles the general conduct and management of the business of the Company shall be in the hands of the Managing Director(s), if any or Directors, as the case may be, who shall have power and authority on behalf of the Company subject to the restrictions and compliance with the provisions of the Act and subject to control and supervision of the Directors.</p>	General Management to be in the hands of Managing Director(s)
146	<p>Subject to the provisions of Section 196 and other applicable provisions of the Act, the Directors may from time to time appoint one or more of their body to be a Managing Director or Managing Director(s) in which expression shall be included a Joint</p>	Power to appoint Managing or whole- time Director(s)



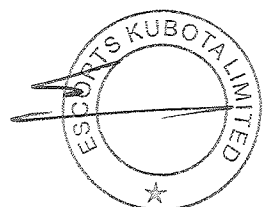
	Managing Director or Whole-time Director of the Company for such terms not exceeding five years at a time as they may think fit, to manage the affairs and business of the Company,	
147	The remuneration of a Managing Director or Whole-time Director (Subject to Section 197 and other applicable provisions of the Act and of these Articles and of any contract between him and the Company) shall from time to time be fixed by the Board of Directors subject to approval of the shareholders in General Meeting and may be by way of fixed salary, or commission on profits of the Company, or by participation in any such profits, or by any of all these modes.	Remuneration of Managing or Whole - time Director(s)
<b>THE SEAL</b>		
148	The Board shall provide a Common Seal for the purposes of the Company and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being. 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.	The Seal, its custody and use
149	<p>The Board may have Official Seal(s) for use outside India. Every such Seal shall be facsimile of the Common Seal of Company with an addition on its face of the name of the territory, district or place where it is to be used.</p> <p>The Company may, by writing under its Common Seal, authorize any person appointed for the purpose in that territory, district, or place, to affix the Official Seal to any deed or other document to which the company is a party in that territory, district or place.</p> <p>The person affixing such official seal, shall, by writing under his hand, certify on the deed or other document to which the seal is affixed, the date on which and the place at which it is affixed. The deed or other document to which the official Seal is duly affixed, shall bind the Company as if it had been</p>	Use of Common Seal out of India



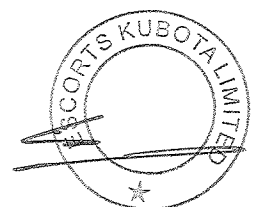
	sealed with the Common Seal of the Company.	
<b>DIVIDENDS</b>		
150	The profits of the company subject to any special rights relating thereto created or authorised to be created by these Articles, shall be divisible among the members in proportion to the amount of capital paid up on the shares held by them respectively or otherwise at the discretion of the Board of Directors.	Divisions of profits
151	The Company in General Meeting may declare a dividend, to be paid to members according to their respective rights but no dividend shall exceed the amount recommended by the Board. The members shall be entitled to receive the dividend in proportion to the amount paid-up on each share.	The Company in General Meeting may declare a dividend
152	Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.	Interim Dividend
153	Where capital is paid in advance of calls upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right to participate in profits.	Capital paid-up in advance at interest not to earn dividend
154	The Board may retain the dividends payable upon shares in respect of which any person is, under Article 70, entitled to become a Member, or which any person under that Article is entitled to transfer, until such person shall become a Member, in respect of such shares or shall duly transfer the same.	Retention of dividends until Completion of transfer under Article 70
155	No Member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise howsoever, either alone or jointly with any other person or persons, and the Board may deduct from the interest or dividend payable to any member all sums of money so due from him to the Company.	No Member to receive dividend whilst In debt to the Company and Company's right of reimbursement thereout
156	A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.	Transfer of share must be registered
157	Subject to the provisions of the Act, dividends unclaimed for one year after having been declared	Unclaimed Dividend



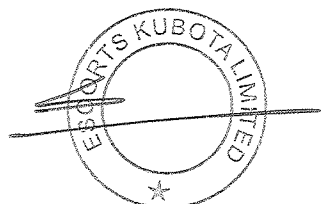
	may be invested or otherwise used by the Board for the benefit of the Company until claimed. All dividends unclaimed for six years after having been declared may be forfeited by the Directors for the benefit of the Company. The Directors may remit the forfeiture whenever they may think proper.	
158	Any General Meeting declaring a dividend may on the recommendation of the Directors make a call on the Members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend, and the dividend may, if so arranged between the Company and the Members, be set off against calls.	Dividend & call together
<b>CAPITALISATION OF PROFITS</b>		
159	<p>(1) The Company in General Meeting may, upon the recommendation of the Board of Directors, resolve-</p> <p>(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and</p> <p>(b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.</p>	Capitalisation
	<p>(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards:</p> <p>(a) paying up any amounts for the time being unpaid on any shares held by such members respectively;</p> <p>(b) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;</p> <p>(c) partly in the way specified in sub-clause (a) and partly in that specified in sub-</p>	Sum how applied



	<p>clause (b).</p> <p>(3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;</p> <p>(4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.</p>	
160	<p>(1) Whenever such a resolution as aforesaid shall have been passed, the Board shall –</p> <p>(a) make all appropriations and applications of the amounts resolved to be capitalized thereby, and all allotments and issues of fully paid shares or other securities, if any; and</p> <p>(b) generally do all acts and things required to give effect thereto.</p>	Powers of the Board for Capitalisation
	<p>(2) The Board shall have power –</p> <p>(a) to make such provisions, by the issue of fractional certificates/ coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and</p> <p>(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalization, or as the case may require, for the payment by the Company on their behalf, by the applicable thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares.</p>	Board's power to issue fractional certificate/ coupon etc.
	<p>(3) Any agreement made under such authority shall be effective and binding on such members.</p>	Agreement binding on members

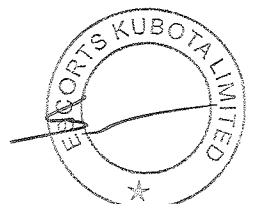


ACCOUNTS		
161	<p>The Company shall cause to be kept proper books of account in accordance with the provisions of Section 128 and 129 of the Act.</p> <p>The books of account aforesaid and other relevant papers may be kept at such other place in India as the Board of Directors may decide.</p>	Books of Accounts
162	<p>Subject to the provisions of the Act, the Board shall from time to time determine whether and to what extent and at what time and place and under what conditions the books or papers of the Company or any of them shall be open to the inspection of Members not being Directors. No Member (not being a Director) shall have any right to inspect any books or papers of the Company except as conferred by law or authorised by the Board subject to the foregoing.</p> <p>Inspection in respect of any subsidiary of the company shall be done only by the person authorised in this behalf by a resolution of the Board of Directors.</p>	As to inspection of books of account by Members
163	<p>A copy of the financial statements, including consolidated financial statements, if any, auditor's report and every other document required by law to be annexed or attached to the financial statements in such form as may be prescribed from time to time pursuant to Section 136 of the Act, shall be sent to every member of the company, to every trustee for the debenture-holder of any debentures issued by the company, and to all persons other than such member or trustee, being the person so entitled, not less than twenty-one days before the date of the meeting: at which such documents are to be laid.</p>	Copies of Statements of Accounts to be sent to members & others
AUDIT		
164	<p>Auditor shall be appointed and their rights and duties regulated in accordance with Sections 139 to 147 of the Act.</p>	Auditors
165	<p>Subject to the provisions of the Act, the office of the Auditors shall be liable to rotation at such period as may be prescribed.</p>	Auditors Rotation
WINDING UP		
166	<p>Subject to the provisions of Chapter XX of the Act</p>	Liquidator may divide assets in





	<p>and rules made thereunder—</p> <p>(i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.</p> <p>(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.</p> <p>(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.</p> <p>Subject to the provisions of this Act as to overriding preferential payments under section 326, the assets of a company shall, on its winding up, be applied in satisfaction of its liabilities pari passu and, subject to such application, shall be distributed among the members according to their rights and interests in the company.</p>	specie
<b>INDEMNITY AND RESPONSIBILITY</b>		
167	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 or in connection with any application under section 463 in which relief is granted to him by the court or the Tribunal.	Directors and others right to indemnity
168	No member shall be entitled to visit or inspect any works of the Company without the permission of the Directors or to required discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, secret, process, or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it would be inexpedient in the interest of the Company to disclose.	Secrecy clause



## PART B

1. Notwithstanding anything to the contrary contained in the preceding Articles 1 to 168 in Part A, the provisions of following Articles contained in Part B of these Articles shall apply in accordance with their terms and in the event of any inconsistency or contradictions between the provisions of Part A of these Articles and the provisions of Part B of these Articles, the provisions of Part B of these Articles shall override and prevail over the provisions of Part A of these Articles. Notwithstanding anything to the contrary contained in these Articles, Part B of these Articles will come into effect immediately upon the Acquirer (*as defined below*) holding 16.38% (Sixteen Point Three Eight Percent) of the Issued Share Capital (*as defined below*), calculated in accordance with Article 2.2.17 of Part B of these Articles, which shall be the date which is the earlier of: (a) the MTO Closing Date (*as defined below*); or (b) the date on which Additional Subscribed Shares (*as defined below*) are allotted to the Acquirer, and the Acquirer can exercise its voting rights associated with such Additional Subscribed Shares under Applicable Law.

## 2 Definition and Interpretation

### 2.1. Definitions

“**Act**” shall mean the Companies Act, 2013 including any rules, circulars and notifications enacted thereunder, and any amendments, re-enactments or other statutory modifications thereof for the time being in force.

“**Acquirer**” shall mean Kubota Corporation a company duly organised and existing under the laws of Japan and having its principal office at 2-47, Shikitsuhigashi 1-chome, Naniwa-ku, Osaka 556-8601, Japan.

“**Acquirer Fall Away Percentage**” shall have the meaning ascribed to it in Article 5.1 of Part B of these Articles.

“**Acquirer MEOD**” shall mean: (a) Insolvency of the Acquirer; or (b) breach by the Acquirer of Articles 3 (*Board, Committee & Related Matters*), 4 (*Reserved Matters*), 8 (*Restrictions on Transfer of Securities*) or 5 (*Fallaway of Acquirer's Rights*) of Part B of these Articles.

“**Acquirer's Nominee Director(s)**” shall have the meaning ascribed to it in Article 3.1.3. (a) of Part B of these Articles.

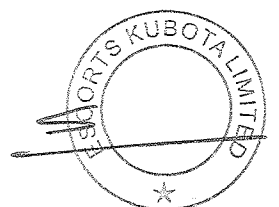
“**Acquirer's Permitted Transferee**” shall mean a wholly-owned subsidiary of the Acquirer.

“**Acquirer Sale Securities**” shall have the meaning ascribed to it in Article 8.4.1 of Part B of these Articles.

“**Acquirer's Securities**” shall mean the Securities held by the Acquirer in the Company from time to time and shall include the Additional Shares, once acquired or subscribed, as the case may be.

“**Additional Subscribed Shares**” shall mean 9,363,726 (Nine Million Three Hundred and Sixty-Three Thousand Seven Hundred and Twenty Six) Shares subscribed by, and issued and allotted to the Acquirer constituting 6.49% (Six Point Four Nine Percent) of the Issued Share Capital.

“**Affiliate**” shall mean in relation to a Person,



- (a) being a corporate entity, shall mean any entity, which, Controls, is Controlled by, or is under common Control with such Person; or
- (b) being a natural Person, shall mean a Relative of such Person.

**“Applicable Law”** shall mean any statute, law, enactment, regulation, ordinance, policy, treaty, convention, protocols, rule, judgment, notification, directive, guideline, rule of common law, injunction, writ or order, decree, bye-law, permits, licenses, approvals, consents, authorizations, government approvals, or any restriction or condition, or any similar form of decision of, or determination, application or execution by, or interpretation or pronouncement having the force of law of, any Government Authority having jurisdiction over the matter in question, whether in effect as of the execution date of the Shareholders Agreement or thereafter.

**“Articles”** shall mean the articles of association of the Company, as amended from time to time.

**“Board”** shall mean the board of Directors of the Company as may be constituted from time to time in accordance with these Articles and Applicable Law.

**“Board Committee(s)”** shall have the meaning ascribed to it in Article 3.4.1 of Part B of these Articles.

**“Board Meeting”** shall mean a meeting of the Board, duly convened in accordance with the Applicable Law and the Charter Documents.

**“Business”** shall mean the business of manufacturing, assembly, sales, marketing, financing, servicing, research and development of: (a) tractors; (b) combine harvester & rice transplanter; (c) utility vehicles; (d) turf equipment; (e) construction machinery; (f) engines; (g) implements; (h) transmission for tractors, construction equipment and implements; (i) other farm mechanisation equipment; (j) railway equipment; and (k) spare parts of the items referred in (a) to (j) above.

**“Business Day”** shall mean a day (other than a Saturday, Sunday or a public holiday) on which commercial banks are open for business in Japan and the State of Haryana, India.

**“Chairman”** shall have the meaning ascribed to it in Article 3.3.1 (a) of Part B of these Articles.

**“Chairman Disqualification”** shall have the meaning ascribed to it in Article 3.3.1 (a) of Part B of these Articles.

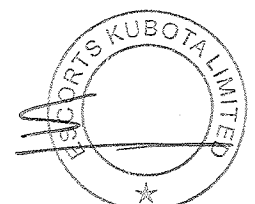
**“Charter Documents”** shall mean, collectively, the Memorandum and the Articles, as may be amended from time to time.

**“Company Mandatory Tender Offer(s)”** shall mean the open offer(s) that the Acquirer is obligated to make to the public shareholders of the Company pursuant to, and in accordance with, applicable regulations or rules of the Takeover Code, including, without limitation, under Regulation 4 of the Takeover Code.

**“Control”** shall have the meaning ascribed to it under the Act.

**“Controlled Affiliates”** shall mean any subsidiary of the Company or Affiliates of the Company which are under Company’s Control.

**“D&O Policy”** shall have the meaning ascribed to it in Article 3.6.2 of Part B of these Articles.



**“De-Minimis Securities”** shall mean 23,15,028 (Twenty-Three Lakhs Fifteen Thousand and Twenty Eight) Shares held by the Specified Promoters.

**“Deadlock”** shall have the meaning ascribed to it in Article 9.1 of Part B of these Articles.

**“Deed of Accession”** shall have the meaning ascribed to it in Article 8.1.5 of Part B of these Articles.

**“Defaulting Party”** shall mean: (a) upon occurrence of the Specified Promoters MEOD, the Specified Promoters; or (b) upon occurrence of the Acquirer MEOD, the Acquirer.

**“Delegation of Authority Matrix”** shall have the meaning ascribed to it in Article 3.8.1. of Part B of these Articles.

**“Director”** shall mean a director of the Company, appointed in accordance with these Articles and Applicable Law.

**“Director Liability”** shall have the meaning ascribed to it in Article 3.6.1 of Part B of these Articles.

**“Disqualified”** shall mean, with respect to Lead Specified Promoter’s appointment, or a right to be appointed, to Managing Director or Chairman at the Company under these Articles, any disqualification under Applicable Law that prohibits the Lead Specified Promoter from being appointed or performing such specified role.

**“EL Competitor”** shall mean the entities or business groups as set out under the Shareholders Agreement, provided, and to the extent, they undertake a business similar to, or identical with, the Business;

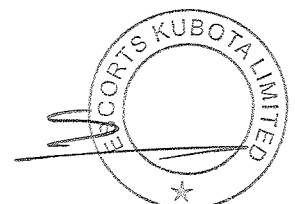
**“Encumbrance”** shall mean any: (a) mortgage, charge (whether fixed or floating), claim, pledge, lien, deposit, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind; (b) any equity, entitlement to ownership, provisional or executorial attachment, appointment of a receiver, liquidator or similar Person (whether provisional or not); (c) any claim, lien or charge under a contract; or (d) any conditional sale, right to claim title or possession, voting agreement, option, lock-in, pre-emption right, right of first refusal or offer, tag-along right, drag-along right, right to acquire, non-disposal undertaking, any transfer restriction or any other restriction whatsoever imposed under Applicable Law or contract on the transferability, in favour of any Person.

**“Good Faith Negotiations”** shall have the meaning ascribed to it in Article 9.2 of Part B of these Articles.

**“Government Authority”** shall mean any government, or any governmental, legislative, executive, administrative, judicial or regulatory, authority, body, board, ministry, department, commission, tribunal, stock exchange, agency or other Person exercising legislative, executive, administrative, judicial or regulatory functions (including any court or tribunal), having jurisdiction over the matter in question, whether as of the execution date of the Shareholders Agreement or thereafter.

**“Guarantee”** of, or by a specified Person, shall mean any obligation, contingent or otherwise, of such specified Person guaranteeing or having the economic effect of guaranteeing any indebtedness of any Person in any manner, whether directly or indirectly.

**“Inability”** shall mean any disability, incapacity or illness or any similar condition that impairs the ability of the Lead Specified Promoter to perform his services, as required under these



Articles, the MD Employment Agreement or as may be agreed mutually between the Company, Promoters and the Acquirer, with such disability, incapacity or illness continuing for not less than 120 (One Hundred and Twenty) consecutive days.

**“Independent Director(s)”** shall mean any Person appointed as an independent director on the Board in accordance with the Act, Applicable Laws and the Charter Documents.

**“Insolvency”** shall mean:

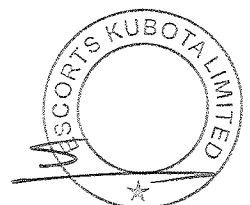
- (a) in relation to any Person, other than an individual, any of the following: (i) where such Person is adjudged insolvent by a court or other relevant Government Authority, and such adjudication order is not subject to any challenge or appeal for a period of 60 (Sixty) days from the date of such order; (ii) where corporate insolvency resolution process has been commenced by an order of a court of competent jurisdiction, which order is not subject to any challenge or appeal for a period of 60 (Sixty) days from the date of such order; (iii) where such Person commences voluntary winding-up or liquidation or any similar Proceedings; (iv) where such Person is subjected to the appointment of a receiver, administrative receiver, official liquidator including provisional liquidator, trustee, interim resolution professional, other encumbrancer or similar officer over its undertaking or corporate entity or attachment of a material part of its assets or undertaking; (v) where such Person ceases to carry on its business, or a distress or execution is levied or enforced against any of its business or material assets, which is not subject to challenge or appeal for a period of 60 (Sixty) days from the date of such levying or enforcement; or (vi) where such Person is dissolved or suffers any analogous event to any of the above under Applicable Law.
- (b) In relation to a Person who is an individual, any of the following: (i) where such Person is adjudged insolvent by a court or other relevant Government Authority and such adjudication order is not subject to any challenge or appeal for a period of 60 (Sixty) days from the date of such order; (ii) where such Person commences voluntary insolvency Proceedings; and (iii) where such Person is subjected to the appointment of a receiver, administrative receiver, official liquidator including provisional liquidator, trustee, other encumbrancer or similar officer over its undertaking or corporate entity or attachment of a material part of its assets or undertaking, which/appointment is not subject to any challenge or appeal for a period of 60 (Sixty) days.

**“Issued Share Capital”** shall mean the total issued, subscribed and paid-up share capital of the Company.

**“KBT Competitor”** shall mean any entity or business group as set out under the Shareholders Agreement, provided, and to the extent, such entity or business group undertakes a business similar to, or identical with the business of the Acquirer.

**“Key Managerial Personnel”** shall mean (i) the chief executive officers of various business divisions of the Company, chief operating officer, chief financial officer, chief technology officer; chief information officer; head of research and development; head of human resources; head of legal department; company secretary; head of quality assurance and control; and chief sales and marketing officer; (ii) senior management comprising of employees in the grade of Associate Vice President and above; (iii) such other persons as may be mutually identified by the Specified Promoters and Acquirer in writing; and (iv) any other person that is defined as a key managerial personnel under the Act (other than Managing Director or a whole time director).

**“Lead Specified Promoter”** shall mean Mr. Nikhil Nanda.



**“Lock-in Period”** shall have the meaning ascribed to it in Article 8.1.3 of Part B of these Articles.

**“Material Event of Default”** shall mean either the Specified Promoters MEOD or the Acquirer MEOD.

**“Managing Director”** shall have the meaning ascribed to it in Article 3.3.2 (a) of Part B of these Articles.

**“MD Disqualification”** shall have the meaning ascribed to it in Article 3.3.2 (a) of Part B of these Articles.

**“MD Employment Agreement”** shall mean the employment agreement to be entered into between the Company and the Lead Specified Promoter in an agreed form (by the Acquirer, the Company and Lead Specified Promoter), as may be amended mutually by the Company and the Lead Specified Promoter in writing from time to time, which shall come into effect from the Re-appointment Date.

**“Meeting Agenda”** shall have the meaning ascribed to it in Paragraph 6.1 of Schedule II of Part B of these Articles.

**“Memorandum”** shall mean the memorandum of association of the Company, as amended from time to time.

**“MEOD Default Notice”** shall have the meaning ascribed to it in Article 7.1 of Part B of these Articles.

**“MEOD Remedy Period”** shall have the meaning ascribed to it in Article 7.1 of Part B of these Articles.

**“MTO Closing Date”** shall mean the last date on which payment to the public shareholders in relation to the open offer is made by the Acquirer in relation to the acquisition of Shares of the Company, in accordance Regulation 4 of the Takeover Code.

**“Mutual Consent”** shall mean the written consent of at least 1 (One) Acquirer’s Nominee Director and 1 (One) Specified Promoters’ Nominee Director, both of whom have been duly appointed to the Reserved Matters Committee, in relation to the Reserved Matters notified by the Company to the Reserved Matters Committee prior to any Board Meeting or Shareholders’ Meeting in accordance with provisions of **Schedule II** (*Reserved Matters Committee*).

**“Nominee Director(s)”** shall have the meaning ascribed to it in Article 3.1.3 of Part B of these Articles.

**“Non-Defaulting Party”** shall mean: (a) the Acquirer in relation to a Specified Promoters MEOD; and (b) the Specified Promoters in relation to an Acquirer MEOD.

**“Non-Independent Director(s)”** shall mean a Director who is either an Acquirer’s Nominee Director or a Specified Promoters’ Nominee Director.

**“Occupier”** shall have the meaning ascribed to it in Article 3.5.3. of Part B of these Articles.

**“Officer Who Is In Default”** shall have the meaning ascribed to it under the Act.

**“Ordinary Course of Business”** shall mean an action taken by, or on behalf of, a person that is in the ordinary course of the operations, and is consistent with its past practice.



**“Pending Capital Reduction”** shall mean the selective capital reduction of 1,22,57,688 (One Crore Twenty-Two Lakhs Fifty Seven Thousand Six hundred and Eighty Eight) equity shares held by the Trust for nil consideration.

**“Person”** shall mean any individual, Hindu undivided family, sole proprietor, corporation, limited or unlimited liability company, body corporate, society, partnership (whether limited or unlimited), joint venture, estate, trust, executor, administrator, union, unincorporated association or organisation, firm, Government Authority or other enterprise, association, organization or entity, whether or not required to be incorporated or registered under Applicable Law, and their respective successors, legal personal representatives and assigns, as the case may be.

**“Proceeding(s)”** shall mean any action, suit, claim, summons, subpoena, inquiry or investigation of any nature, civil, criminal, administrative, governmental, regulatory or other investigations, proceedings, requisition, disputes, assessment proceedings (including in a representative capacity), re-assessment proceedings, block assessments, search, survey and seizure related proceedings, tax deduction at source related proceedings, interest or penalty related proceedings, rectification, stay of demand related proceedings, appeals (at any level) or other similar actions

**“Promoters”** shall collectively mean the Specified Promoters and Trust.

**“Re-appointment Date”** shall mean September 19, 2022.

**“Relative”** shall have the meaning ascribed to such term under the Act.

**“Reserved Matters”** shall have the meaning ascribed to it in Article 4.1 of Part B of these Articles.

**“Reserved Matters Committee”** shall have the meaning ascribed to it in Article 4.2 of Part B of these Articles.

**“Reserved Matter Notice”** shall have the meaning ascribed to it in Paragraph 6.1 of Schedule II of Part B of these Articles.

**“ROFO Acceptance Notice”** shall have the meaning ascribed to it in Article 8.3.1 (c) of Part B of these Articles.

**“ROFO Exercise Notice”** shall have the meaning ascribed to it in Article 8.3.1 (b) of Part B of these Articles.

**“ROFO Exercise Period”** shall have the meaning ascribed to it in Article 8.3.1 (b) of Part B of these Articles.

**“ROFO Offer Price”** shall have the meaning ascribed to it in Article 8.3.1 (b)(ii) of Part B of these Articles.

**“ROFO Purchaser”** shall have the meaning ascribed to it in Article 8.3.1 (a) of Part B of these Articles.

**“ROFO Right”** shall have the meaning ascribed to it in Article 8.3.1 (b) of Part B of these Articles.

**“ROFO Seller”** shall have the meaning ascribed to it in Article 8.3.1 (a) of Part B of these Articles.



**“ROFO Terms”** shall have the meaning ascribed to it in Article 8.3.1 (b)(ii) of Part B of these Articles.

**“ROFO Third Party Purchaser”** shall have the meaning ascribed to it in Article 8.3.1(a) of Part B of these Articles.

**“ROFO Transfer Notice”** shall have the meaning ascribed to it in Article 8.3.1(a) of Part B of these Articles.

**“ROFO Transfer Securities”** shall have the meaning ascribed to it in Article 8.3.1(a) of Part B of these Articles.

**“Role Split Date”** shall have the meaning ascribed to it in Article 3.3.1 (a) of Part B of these Articles.

**“Securities”** shall mean the Shares, preference shares, debentures or such other class or series of shares, securities or stock, whether or not convertible into or exchangeable for Shares issued by the Company, from time to time.

**“Selective Capital Reduction”** shall mean the selective capital reduction of 21,442,343 (Twenty-One Million Four Hundred and Forty Two Thousand Three Hundred and Forty Three) fully paid-up Shares held by the Trust for nil consideration.

**“Senior Management Officers”** shall have the meaning ascribed to it in Article 9.2 of Part B of these Articles.

**“Shares”** shall mean the equity shares of par value INR 10/- (Indian Rupees Ten) in the equity share capital of the Company.

**“Shareholders Agreement”** shall mean the shareholders agreement dated November 18, 2021, in relation to the Company, executed by the Acquirer, the Company and the Promoters.

**“Shareholders’ Meeting”** shall mean a meeting of the Shareholders, and shall include any adjourned or reconvened meeting of the Shareholders in accordance with Applicable Law.

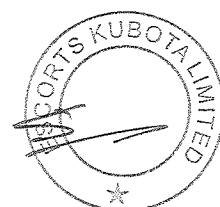
**“Specified Promoters”** shall mean Nikhil Nanda, Shweta Nanda, Navya Naveli Nanda, Agastya Nanda, AAA Portfolios Private Limited, Big Apple Clothing Private Limited and Har Parshad and Company Private Limited.

**“Specified Promoters Fall Away Percentage”** shall have the meaning ascribed to it in Article 6.1 of Part B of these Articles.

**“Specified Promoters MEOD”** shall mean (a) Insolvency of any of the Specified Promoters so long as such Specified Promoter is a shareholder of the Company; or (b) breach by the Specified Promoters of Articles 3 (*Board, Committee & Related Matters*), 4 (*Reserved Matters*), 8 (*Restrictions on Transfer of Securities*), 6 (*Fallaway of Specified Promoters’ Rights*) of Part B of these Articles.

**“Specified Promoters’ Nominee Directors”** shall have the meaning ascribed to it in Article 3.1.3 (b) of Part B of these Articles.

**“Specified Promoters’ Permitted Transferee”** shall mean: (a) a company which is a wholly-owned subsidiary of the relevant Specified Promoter; or (b) any entity which is solely owned by one or more of the Specified Promoters; or (c) any entity or individual forming part of the





Specified Promoters; or (d) a private trust wherein one or more of the Specified Promoters and/ or their respective legal heirs and/ or successors in title are the sole beneficiaries.

**“Specified ROFO Transfer Securities”** shall have the meaning ascribed to it in Article 8.3.1 (b)(i) of Part B of these Articles.

**“Tag-Along Notice”** shall have the meaning ascribed to it in Article 8.4.2 of Part B of these Articles.

**“Tag-Along Right”** shall have the meaning ascribed to it in Article 8.4.1 of Part B of these Articles.

**“Tag-Along Securities”** shall have the meaning ascribed to it in Article 8.4.1 of Part B of these Articles.

**“Tag Limit”** shall have the meaning ascribed to it in Article 8.4.1 of Part B of these Articles.

**“Tag-Period”** shall have the meaning ascribed to it in Article 8.4.2 of Part B of these Articles.

**“Takeover Code”** shall mean the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 as amended from time to time.

**“Third Party”** shall mean any Person other than the Company, the Promoters and the Acquirer

**“Transfer”** shall mean:

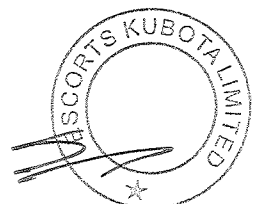
- (a) any transfer or other disposition of Securities or voting interests or any interest therein, including, without limitation, by operation of Applicable Law or by court order, by judicial process, or by foreclosure, levy or attachment;
- (b) any sale, assignment, gift, donation, redemption, conversion 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
- (c) the granting of any Encumbrance in, or extending or attaching to, such Securities or any interest therein.

**“Trust”** shall mean Escorts Benefit and Welfare Trust.

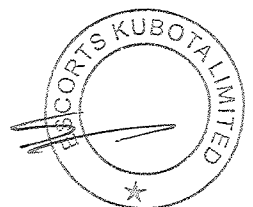
## 2.2. Interpretation

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

- 2.2.1. headings are for convenience only and shall not affect the construction or interpretation of any provision of these Articles;
- 2.2.2. any word or phrase defined in the body of these Articles as opposed to being defined in this Article 2 (*Definitions*) of Part B of these Articles shall have the meaning assigned to it in such definition throughout these Articles, unless the contrary is expressly stated or appears from the context;
- 2.2.3. where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have the corresponding meanings;



- 2.2.4. reference to Articles and Schedules are to articles and schedules of these Articles;
- 2.2.5. the Schedules hereto shall constitute an integral part of these Articles;
- 2.2.6. all words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
- 2.2.7. the expressions “hereof”, “herein” and similar expressions shall be construed as references to these Articles as a whole, and not limited to the particular article or provision in which the relevant expression appears;
- 2.2.8. the rule of ejusdem generis (of the same kind) will not apply to the interpretation of these Articles. Accordingly, include and including will be read without limitation;
- 2.2.9. a reference to any document (including these Articles) is to that document, as amended, consolidated, supplemented, or replaced from time to time, in accordance with its terms;
- 2.2.10. a reference to a statute or statutory provision includes, to the extent applicable at any relevant time:
- (i) that statute or statutory provision, as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision,
  - (ii) any subordinate legislation or regulation made under the relevant statute or statutory provision;
- 2.2.11. the words “directly or indirectly” shall mean directly or indirectly, through one or more intermediary Persons, or through contractual or other legal arrangements, and “direct or indirect” have the correlative meanings;
- 2.2.12. when any number of Business Days is prescribed in these Articles or any document referred in these Articles, the same shall be reckoned exclusively of the first and inclusively of the last Business Day;
- 2.2.13. any reference to day or calendar days shall mean a reference to days of the Gregorian calendar;
- 2.2.14. any reference in these Articles, to consent or approval or similar connotation, unless expressly stated otherwise shall be in writing;
- 2.2.15. “in writing” includes any communication made by letter or fax or e-mail or any other form of electronically transmitted writing
- 2.2.16. all references under these Articles to the term: (a) “Acquirer” shall include the Acquirer’s Permitted Transferee, in case the Acquirer’s Securities have been transferred by the Acquirer to the Acquirer’s Permitted Transferee; and (b) “Specified Promoters” shall include the Specified Promoters’ Permitted Transferee(s), in case the Securities have been transferred by them to the Specified Promoters’ Permitted Transferee(s); and
- 2.2.17. notwithstanding anything to the contrary contained in these Articles, for the purpose of computing the shareholding percentage-based threshold of the Acquirer or the Specified Promoters provided under Part B of these Articles,
- (a) it shall be deemed that the Pending Capital Reduction is effective; and
  - (b) any Securities issued by the Company (whether directly or indirectly or through a trust)

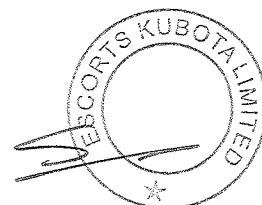


to any Person(s) under any employee stock option scheme of the Company shall not be taken into account.

### 3 BOARD, COMMITTEE AND RELATED MATTERS

#### 3.1 COMPOSITION OF THE BOARD AND NOMINEE DIRECTORS

- 3.1.1 Subject to Applicable Law, the Board shall comprise of a maximum of 18 (Eighteen) Directors.
- 3.1.2 So long as the Acquirer holds Acquirer's Securities that constitute less than 40% (Forty Percent) of the Issued Share Capital of the Company, the Company's Board shall comprise of 16 (Sixteen) Directors, out of which 8 (Eight) shall be Independent Directors and 8 (Eight) shall be Non-Independent Directors. Further, to the extent the Acquirer holds Acquirer's Securities that constitute equal to or more than 40% (Forty Percent) of the Issued Share Capital of the Company, the Company shall cause the size of the Board to be 18 (Eighteen) Directors, comprising of 9 (Nine) Independent Directors and 9 (Nine) Non-Independent Directors. To the extent permitted by Applicable Laws, the foregoing composition and size of the Board shall not be varied without the prior mutual written consent of each of the Acquirer and the Specified Promoters.
- 3.1.3 *Nominee Directors:* Subject to the terms of these Articles and any other terms as may be agreed between the Acquirer and Specified Promoters, the Acquirer and the Specified Promoters shall, have the right to nominate the following Non-Independent Directors in the manner set out below:
- (a) *Acquirer's Nominee Directors:* The Acquirer shall have the right to nominate the following number of the Non-Independent Directors on the Board ("**Acquirer's Nominee Directors**"): (i) so long as the Acquirer holds less than 40% (Forty Percent) of the Issued Share Capital, it shall have the right to nominate 4 (Four) Non-Independent Directors on the Board; and (ii) so long as the Acquirer holds equal to or more than 40% (Forty Percent) of the Issued Share Capital, it shall have the right to nominate 5 (Five) Non-Independent Directors on the Board.
  - (b) *Specified Promoters' Nominee Directors:* The Specified Promoters shall have the right to nominate 4 (Four) of the Non-Independent Directors on the Board ("**Specified Promoters' Nominee Directors**" and together with the Acquirer's Nominee Directors, the "**Nominee Directors**").
- 3.1.4 The Acquirer's Nominee Directors or the Specified Promoters' Nominee Directors shall not be required to hold any qualification Securities issued by the Company, and shall not have to provide any Guarantee, collateral, assurance or undertake any obligations in connection with any financing availed or to be availed by the Company.
- 3.1.5 Each of the Acquirer and the Specified Promoters shall have the right to request the removal of their respective Nominee Director and shall be entitled to nominate another Director in place of the Nominee Director so removed. In case of resignation, retirement, removal, or vacation from office of an Acquirer's Nominee Director for any reason, the Acquirer shall have the right to nominate another Director in place of such Acquirer's Nominee Director. Similarly, in case of resignation, retirement, removal, or vacation from office of a Specified Promoters' Nominee Director for any reason, the

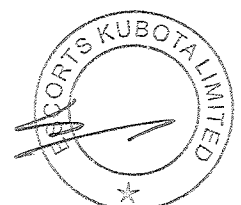


Specified Promoters shall have the right to nominate another Director in place of such Specified Promoters' Nominee Director.

- 3.1.6 Subject to Applicable Law, the Company shall complete any appointment of a Person nominated by the Acquirer and/or the Specified Promoters as a Nominee Director, at the next Board Meeting (after receipt of such nomination from the Acquirer and/ or the Specified Promoters), and in any event within 30 (Thirty) calendar days of a notice to the Company from the Acquirer and/ or the Specified Promoters, as the case may be, relating to the appointment of such Director or within such additional period as the Company, Acquirer and Promoters may agree. For avoidance of doubt, each of the Company, Promoters and Acquirer shall render all necessary assistance (including, through exercise of their respective voting rights in respect of the Securities held by them or through any Director nominated by them) as may be required for the appointment or re-appointment of a Person nominated by the Specified Promoters as Specified Promoters' Nominee Directors or by the Acquirer as Acquirer's Nominee Director, as the case may be, in accordance with Article 3 of Part B of these Articles (*Board, Committee And Related Matters*).
- 3.1.7 Each Acquirer and Specified Promoters shall be entitled to nominate an alternate Director to act in place of their respective Nominee Director during the absence of such Nominee Director, by notice in writing addressed to the Board, and the Board shall, on receipt of such notice, appoint such nominated alternate Directors as an alternate Director to such Nominee Director.

## 3.2 QUORUM

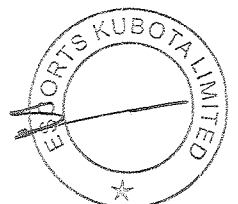
- 3.2.1 Subject to Applicable Law and these Articles, quorum for all meetings of the Board shall be one third of its total strength (excluding Director, if any, whose place may be vacant at the time and any fraction contained in that one third being rounded off as one) or 2 (Two) Directors whichever is higher, and shall mandatorily require the presence of 1 (One) Acquirer's Nominee Director and 1 (One) Specified Promoters' Nominee Director. The said Acquirer's Nominee Director and Specified Promoters' Nominee Director shall be present at the time of commencement and throughout the Board Meetings.
- 3.2.2 Subject to Article 4 (*Reserved Matters*) of Part B of these Articles, in the event a valid quorum is not present within 1 (One) hour of the scheduled time for any Board Meeting, then such Board Meeting shall stand automatically adjourned to the same day in the next week, at the same time and place, or if that day is not a Business Day, on the next Business Day, at the same time and place. At such adjourned Board Meeting, if any of the Acquirer's Nominee Director or Specified Promoters' Nominee Director is not present, but there is adequate quorum under Applicable Law, then all matters, other than the Reserved Matters, set out in the agenda for the Board Meeting shall be considered and voted upon in the adjourned meeting, provided no agenda items which were not specifically set out on the agenda for the Board Meeting, which was adjourned, may be considered at such adjourned Board Meeting.
- 3.2.3 Notwithstanding anything contained in this Article 3.2 (*Quorum*) of Part B of these Articles, in the event that there is any Reserved Matter included in an agenda of a meeting of the Board of the Company, such meeting shall be convened and its quorum shall be considered adequate under Applicable Law, if and only there is at least 1 (One) Acquirer's Nominee Director and 1 (One) Specified Promoters' Nominee Director present at the said meeting and a Mutual Consent has been obtained in accordance with Article 4 (*Reserved Matters*) of Part B of these Articles.



### 3.3 CHAIRMAN AND MANAGING DIRECTOR

#### 3.3.1 Chairman of the Board

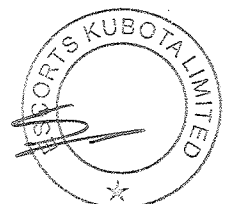
- (a) Subject to Applicable Laws and Article 3.3.2 (*Managing Director*) of Part B of these Articles, the Specified Promoters and the Acquirer will jointly nominate the Lead Specified Promoter to be the chairman of the Board (“**Chairman**”) and the Managing Director until the date (“**Role Split Date**”) on which, such role of Chairman and the Managing Director cannot be held by the same person under Applicable Law. During his tenure as the Chairman, the Lead Specified Promoter shall preside as the chairman over such Board Meetings at which he is present. If, during his tenure as the Chairman, i.e., the Lead Specified Promoter, is not present at any Board Meeting, the Lead Specified Promoter shall have the right to appoint one of the Acquirer’s Nominee Directors present at such a Board Meeting to act as Chairman for the purposes of such Board Meeting. The Chairman shall not have a casting vote in the Board Meetings. The Lead Specified Promoter shall continue to be the Chairman until the Role Split Date unless the Lead Specified Promoter (i) resigns on his own volition, or (ii) ceases to be the Chairman due to Inability; or (iii) is Disqualified to be Director or Chairman; or (iv) ceases to be the Chairman on account of his death (any such resignation, cessation or disqualification, collectively, “**Chairman Disqualification**”). With effect from the Role Split Date, the Lead Specified Promoter shall cease to be the Chairman. If the Lead Specified Promoter ceases to be the Chairman due to Chairman Disqualification (other than any Chairman Disqualification on account of resignation on his own volition, or death) and such Chairman Disqualification ceases to exist, and the Lead Specified Promoter becomes eligible to be a Chairman, then any re-appointment of the Lead Specified Promoter as the Chairman, shall be mutually discussed in good faith and such re-appointment shall be subject to mutual agreement between the Acquirer and the Lead Specified Promoter.
- (b) Upon the Lead Specified Promoter ceasing to be the Chairman in accordance with Article 3.3.1(a) of Part B of these Articles, for every successor Chairman, the Acquirer shall have the right to select a candidate for nomination and appointment as Chairman, which selection of candidate shall be discussed by the Acquirer and Specified Promoters in good faith. If the selected candidate of the Acquirer is mutually agreeable to the Acquirer and Specified Promoters, then such Person shall be nominated for appointment as the Chairman. If the selection of candidate by the Acquirer for nomination as Chairman is not mutually agreeable to the Acquirer and Specified Promoters, then the Acquirer shall have the right to select another Person for nomination as Chairman as per this Article 3.3.1(b) of Part B of these Articles.
- (c) Notwithstanding anything mentioned in Article 3.3.1(a) of Part B of these Articles, in the event that Lead Specified Promoter resigns on his own volition from his role as the sole Managing Director in accordance with Article 3.3.2.(a) (i) of Part B below, the Acquirer and Specified Promoters shall nominate the Lead Specified Promoter as the non-executive Chairman, with effect from the date on which Lead Specified Promoter’s resignation as Managing Director becomes effective, unless there is any Chairman Disqualification or MD Disqualification (other than any Chairman Disqualification or MD Disqualification on account of resignation on his own volition). It is hereby clarified that, upon the occurrence of events contemplated under this Article 3.3.1(c) of Part B, the Chairman appointed pursuant to Article 3.3.1(b) of Part B above shall cease to hold the position of Chairman, with effect from the date of appointment of Lead Specified Promoter as non-executive Chairman in accordance with this Article 3.3.1(c) of Part B of these Articles.
- (d) Notwithstanding anything mentioned in Articles 3.3.1(b) and 3.3.1(c) of Part B above, if the Lead Specified Promoter is neither the Chairman nor the Managing Director, then



every successor Chairman shall be jointly nominated and appointed by the Acquirer and the Specified Promoters, which appointment shall come into effect upon expiry of the term of the then Chairman.

### 3.3.2 Managing Director

- (a) The Business shall be managed on a day-to-day basis under the leadership of a managing director of the Company as such term is defined under the Act (“**Managing Director**”) along with the Key Managerial Personnel and the other senior management personnel of the Company, subject to the Applicable Laws and/or these Articles. Upon expiry of each tenure of the Managing Director, the Specified Promoters and the Acquirer shall take all steps and exercise all rights as may be required or necessary to nominate and cause the re-appointment of Lead Specified Promoter as the sole Managing Director until occurrence of an MD Disqualification. After the appointment of the Lead Specified Promoter as the Managing Director of the Company, as contemplated herein, he shall remain the sole Managing Director of the Company, unless the Lead Specified Promoter (i) resigns on his own volition or (ii) ceases to be the Managing Director due to Inability; or (iii) is Disqualified to be a Director or Managing Director under Applicable Laws; or (iv) ceases to be the Managing Director on account of his death (any such reason for resignation, cessation or disqualification, collectively, “**MD Disqualification**”).
- (b) Subject to Applicable Laws: (i) the Company shall render all necessary assistance as may be required for the appointment or re-appointment of a Person nominated by the Specified Promoters and the Acquirer in accordance with Article 3.3.2. (a) above or Article 3.3.2.(d) or 3.3.2.(e) below as the sole Managing Director, and the Acquirer and the relevant Promoters shall favourably vote in Board Meetings and Shareholders' Meetings to give effect to the same; and (ii) the terms of appointment of the sole Managing Director shall be determined by the Board from time to time, provided that, with effect from the Re-appointment Date, while the Lead Specified Promoter is appointed as the Managing Director, the terms of his appointment (including roles and responsibilities) of the Managing Director shall at all times be strictly governed in accordance with the MD Employment Agreement.
- (c) In the event the Lead Specified Promoter decides on his own volition to resign from the position of the Managing Director, then the Lead Specified promoter shall (i) discuss such proposed resignation with Acquirer in advance and no less than 180 (One Hundred Eighty) calendar days prior to the date of tendering his resignation; and (ii) deliver a copy of the written notice of such resignation tendered by the Lead Specified Promoter to the Board.
- (d) Upon the Lead Specified Promoter ceasing to be the Managing Director in accordance with Article 3.3.2 (a) above, for every successor Managing Director, the Acquirer shall have the right to select a candidate for nomination and appointment as Managing Director, which selection of candidate shall be discussed by the Acquirer and Specified Promoters in good faith. If the selected candidate of the Acquirer is mutually agreeable to the Acquirer and Specified Promoters, then such Person shall be nominated for appointment as the Managing Director. If the selection of candidate by the Acquirer for nomination as Managing Director is not mutually agreeable to the Acquirer and Specified Promoters, then the Acquirer shall have the right to select another Person for nomination as Managing Director as per this Article 3.3.2 (d).
- (e) Notwithstanding anything mentioned in Article 3.3.2 (d) above, if the Lead Specified Promoter is neither the Chairman nor the Managing Director, then every successor Managing Director shall be jointly nominated and appointed by the Acquirer and the



Specified Promoters, which appointment shall come into effect upon expiry of the term of the then Managing Director.

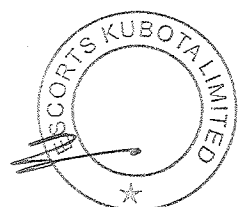
- (f) In discharging the duties and obligations in accordance with these Articles and the MD Employment Agreement, the Acquirer, Promoters and the Company hereby agree, acknowledge and confirm that the Lead Specified Promoter shall place reliance on the skills, qualifications, acumen, recommendations, decisions and performance of the respective roles and responsibilities, on each Key Managerial Personnel, who will be jointly appointed by the Specified Promoters and the Acquirer in accordance with Article 3.7 (*Key Managerial Personnel*) of Part B of these Articles; provided however that, it is clarified that placing of such reliance shall not absolve the Lead Specified Promoter from his role, responsibilities and duties as the Managing Director under Applicable Laws and the MD Employment Agreement. Each such Key Managerial Personnel shall be granted roles, responsibilities and authorities pursuant to an approved Delegation of Authority Matrix as set forth under Article 3.8 (*Delegation of Authority*) of Part B of these Articles.
- (g) If the Lead Specified Promoter ceases to be the Managing Director due to MD Disqualification (other than any MD Disqualification on account of resignation on his own volition, or death) and such MD Disqualification ceases to exist, and the Lead Specified Promoter becomes eligible to be the Managing Director, then any re-appointment of the Lead Specified Promoter as the Managing Director, shall be mutually discussed in good faith and such re-appointment shall be subject to mutual agreement between the Acquirer and the Lead Specified Promoter.

#### 3.4 BOARD COMMITTEES

- 3.4.1 The Board may constitute one or more committees, including but not limited to (i) Audit Committee and (ii) Nomination, Remuneration and Compensation Committee (each a “**Board Committee(s)**”) with such powers as the Board may delegate to such Board Committees.
- 3.4.2 Unless otherwise required by Applicable Law, the composition of Non-Independent Directors on such Board Committees shall consist of Acquirer’s Nominee Directors and Specified Promoters’ Nominee Directors in the same proportion as the proportion of Acquirer’s Nominee Directors and Specified Promoters’ Nominee Directors on the Board as set forth under Article 3.1 (*Composition Of The Board And Nominee Directors*) of Part B of these Articles.

#### 3.5 NON-EXECUTIVE STATUS AND INDEMNIFICATION

- 3.5.1 The Company agrees and acknowledges that (i) 4 (Four) of Acquirer’s Nominee Directors (including, their alternate directors), as determined by the Acquirer; and (ii) up to 2 (two) of Specified Promoters’ Nominee Directors (including, his/ her alternate director), as determined by the Specified Promoters, shall be non-executive Directors, and shall not be responsible for the day-to-day operation of the Business or the Company.
- 3.5.2 Subject to Applicable Law, such non-executive Directors (including, their alternate directors) shall not be: (i) liable for any default or failure of the Company in complying with the provisions of any Applicable Law (including, defaults under the Act); and (ii) identified as occupiers or principal employers of any facilities used by the Company or a Director in charge of managing the affairs of the Company or Officer Who Is In Default under Applicable Law.



3.5.3 The Parties agree that so long as the Acquirer holds Acquirer's Securities that constitute less than 40% (Forty Percent) of the Issued Share Capital, the Company shall nominate 1 (One) of the Specified Promoters' Nominee Directors to be a whole time director on the Board who shall act as the 'occupier' of all the factories of the Company for the purposes of the Factories Act, 1948 ("**Occupier**"). The Parties further agree that once the Acquirer holds Acquirer's Securities that constitute equal to or more than 40% (Forty Percent) of the Issued Share Capital, the Acquirer and Specified Promoters shall discuss in good faith and mutually agree to the successor Occupier; provided however that, until such mutual agreement is reached between the Acquirer and the Specified Promoters regarding the successor Occupier, the Specified Promoters' Nominee Director, appointed in accordance with this Article 3.5.3. of Part B, shall continue to act as the Occupier.

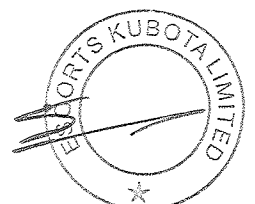
### 3.6 INDEMNIFICATION TO DIRECTORS

3.6.1 Notwithstanding anything to the contrary contained in these Articles, the Company agrees to indemnify, defend and hold each Director (including their alternate director) harmless to the maximum extent permitted under Applicable Law except in the event of fraud, wilful misconduct or gross negligence by such Director, against all Losses suffered or incurred by such Director ("**Director Liability**") as a result of or arising out of or in connection with the following:

- (a) any act, omission or conduct of, or by, the Company, or their employees or agents as a result of which, in whole or in part, such Director is made a party to, or otherwise incurs any Director Liability pursuant to, any action, suit, claim or Proceeding arising out of or relating to any such conduct;
- (b) any action or failure to act as may be required of such Director at the request of, or with the consent of, the Board and/or the Company;
- (c) any Proceedings on account of any contravention or alleged contravention of Applicable Law (including, the laws relating to establishments, provident fund, gratuity, labour, environment and pollution) by the Company or the Directors; or
- (d) defending any Proceedings, against the Company or against himself/ herself in his/ her capacity as a Director.

3.6.2 The Company shall, at its own cost, procure, and at all times maintain, a directors' and officers' liability insurance for all Directors obtained from a reputed insurance company acceptable to the Acquirer and Specified Promoters, and on such terms (including coverage) as are acceptable to the Acquirer and the Specified Promoters ("**D&O Policy**"). For avoidance of doubt, the Company acknowledges and agrees that if the D&O Policy does not cover liabilities of any of the Director(s), or where the limits have been exhausted *vis-à-vis* such Director, then such Director shall be indemnified through funds of the Company to the extent not covered/ indemnified under the D&O Policy.

3.6.3 To the extent permitted under Applicable Laws, if a Director is required to deposit any monies with a Government Authority or pay for legal representation, in relation to any Director Liability which is the subject matter of indemnification herein, then the Company shall deposit such amount directly with the Government Authority or make such payment directly for such legal representation, on behalf of such Director for purposes of complying with the Applicable Law; provided that, if it is determined by a non-appealable judgment or order of a court of competent jurisdiction that such Director was not eligible for any indemnification under these Articles, then such Director must refund such monies deposited by the Company on their behalf, immediately upon such determination.





### 3.7 APPOINTMENT OF KEY MANAGERIAL PERSONNEL

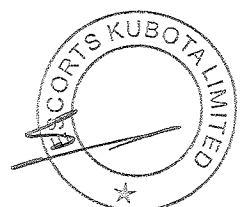
3.7.1 To the extent permitted under Applicable Law, the Specified Promoters and the Acquirer shall have the right to jointly nominate 2 (Two) or more Persons for the designations listed below as a Reserved Matter, and the Company, Acquirer and Promoters shall undertake necessary actions in this regard:

- (a) The Chief Executive Officers of each divisions of the Company;
- (b) Chief Financial Officer;
- (c) Chief Operating Officer;
- (d) Chief Technology Officer;
- (e) Chief Information Officer;
- (f) Head of Research and Development;
- (g) Head of Human Resources Department;
- (h) Head of Legal Department;
- (i) Company Secretary;
- (j) Head of Quality Assurance and Control;
- (k) Chief Sales and Marketing Officer; and
- (l) Any new role or designation created in the Company to lead a material activity or perform a material function in relation to the Business (other than a whole time director (as defined under the Act)).

3.7.2 Appointment of such nominated persons as Key Managerial Personnel shall be subject to approval by the Board, in accordance with Applicable Law and these Articles. Provided that in the event, only 1 (One) Person is permitted to be appointed at a particular designation as a Key Managerial Personnel under Applicable Law, then the Specified Promoters and the Acquirer shall jointly nominate 1 (One) Person for such designation. Provided further that the terms of employment and performance of any and/or all Key Managerial Personnel employed by the Company, as on the date on which the Shareholders Agreement becomes effective, shall be reviewed by the Specified Promoters and Acquirer upon request for such review by either Party. Post such review, the Specified Promoters and the Acquirer shall jointly discuss and deliberate and, if mutually agreed, take necessary action, as they deem fit, in respect of the Key Managerial Personnel under review, in accordance with these Articles and Applicable Laws.

### 3.8 DELEGATION OF AUTHORITY

3.8.1 The Key Managerial Personnel, Managing Director and whole time directors appointed by the Company shall be responsible for performing their respective roles and responsibilities as set forth in a delegation of authority matrix (“**Delegation of Authority Matrix**”) adopted by the Company from time to time. Such Delegation of Authority Matrix shall identify, *inter alia*, the power, authority, duties and responsibilities to be performed by a specified designations constituting a Key Managerial Personnel, Managing Director and whole time directors. The Managing Director, whole time directors and the Key Managerial Personnel shall, at all times, adhere to the Delegation of Authority Matrix while providing services to the Company and in



undertaking the day-to-day operations of the Company. The Specified Promoters, Company and the Acquirer shall agree to an initial Delegation of Authority Matrix which shall be effective on the date that this Part B of these Articles become effective, on or prior to such date. Any change to the Delegation of Authority Matrix shall be a Reserved Matter and shall be adopted according to the process set forth in these Articles for Reserved Matters.

#### **4 RESERVED MATTERS**

4.1 Subject to Articles 5 (*Fall Away of Acquirer's Rights*) and 6 (*Fall Away of Specified Promoters' Rights*) of Part B of these Articles, the matters set out in **Schedule I** (*List Of Reserved Matters*) of these Articles ("**Reserved Matters**") shall not be placed for approval of the Board (or any of the Board Committees) or Shareholders without the prior Mutual Consent of the Reserved Matters Committee. For sake of clarification, if a Reserved Matter is communicated by the Company to the Reserved Matters Committee for seeking its Mutual Consent in accordance with the procedure set forth in **Schedule II** (*Reserved Matters Committee*) of these Articles, and the Company does not receive any communication from the Reserved Matters Committee on such Reserved Matter within a period of 30 (Thirty) calendar days of such communication by the Company, such non communication shall be deemed to be a rejection or disapproval of such Reserved Matter by the Reserved Matters Committee. Upon receipt of rejection or disapproval or non-communication from the Reserved Matters Committee (as contemplated herein), the relevant Reserved Matter shall not be included in the Meeting Agenda item to be placed for approval of the Board (or any of the Board Committees) or Shareholders, as the case may be.

#### **4.2 RESERVED MATTERS COMMITTEE**

The Specified Promoters and the Acquirer shall constitute a 'Reserved Matters Committee' which shall, *inter alia*, be responsible to decide upon the Reserved Matters before such matters are placed before the Board or Shareholders for requisite corporate actions ("**Reserved Matters Committee**"). The terms of reference of Reserved Matters Committee, constitution, manner of proceedings, quorum requirements, and other details are set forth under **Schedule II** (*Reserved Matters Committee*) of these Articles.

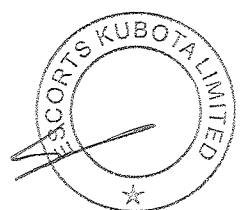
4.3 In the event the Reserved Matters Committee communicates its Mutual Consent (with or without conditions) to the Company on a Reserved Matter to the Company, then each Party shall undertake all steps necessary to cause its Nominee Directors or its representatives to vote, at a Board Meeting or Shareholders' Meeting where such Reserved Matter is being placed, as per the Mutual Consent communicated to the Company.

4.4 The Company shall ensure that no action in respect of the Reserved Matters is undertaken unless the process set forth in Article 4 (*Reserved Matters*) read with **Schedule II** (*Reserved Matters Committee*) of these Articles, has been followed.

#### **5 FALL AWAY OF ACQUIRER'S RIGHTS**

5.1 Notwithstanding anything contained to the contrary in these Articles, but subject to Article 5.2 below, any non-compete/ non-solicitation restrictions and any information rights, as may be mutually agreed amongst the Company, Acquirer and Promoters, the Company, Acquirer and Promoters agree that in the event the aggregate shareholding of the Acquirer and the Acquirer's Permitted Transferee in the Company falls below 16.38% (Sixteen Point Three Eight Percent) of the Issued Share Capital ("**Acquirer Fall Away Percentage**"), for any reason other than as a result of a dilution of shareholding due to issuance of the Securities:

(a) all rights of the Acquirer under Part B of the Articles; and



- (b) all obligations of the Acquirer under Part B of the Articles other than obligations including but not limited to the obligations in Articles 8.1.2. (*No Transfer to Competitors*) and 8.3 (*Right of First Offer*) and any other obligations pertaining to confidentiality and announcement and dispute resolution, as may be mutually agreed between the Company, Acquirer and Promoters from time to time,

shall extinguish and shall cease to have effect. The Company, Acquirer and Promoters further agree that that once the aggregate shareholding of the Acquirer and the Acquirer's Permitted Transferee in the Company exceeds 17% (Seventeen Percent) of the Issued Share Capital, the Acquirer Fall Away Percentage shall be construed to mean 17% (Seventeen Percent) of the Issued Share Capital, for the purpose of this Article 5.1 of Part B of these Articles.

- 5.2 If, at any time, the aggregate shareholding of the Acquirer and the Acquirer's Permitted Transferee in the Company falls below the Acquirer Fall Away Percentage, solely as a result of a dilution of shareholding of the Acquirer on account of issuance of Securities, then the Acquirer Fall Away Percentage shall, for the purpose of Article 5.1 of Part B of these Articles, be deemed to mean the then aggregate shareholding of the Acquirer and the Acquirer's Permitted Transferee in the Company post such dilution.
- 5.3 Further, in the event the aggregate shareholding of the Acquirer and/or the Acquirer's Permitted Transferee in the Company falls below the Acquirer Fall Away Percentage, then in accordance with Applicable Law, the Company and the Acquirer shall undertake all steps required to re-classify the Acquirer (and/or the Acquirer's Permitted Transferee, as the case may be) as 'public shareholders' from 'promoters', including but not limited to making the required application to the stock exchange for such re-classification.

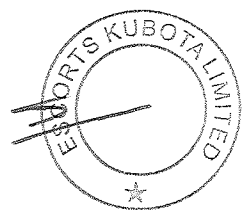
## 6 FALL AWAY OF SPECIFIED PROMOTERS' RIGHTS

- 6.1 Notwithstanding anything contained to the contrary in these Articles, but subject to Article 6.2 below, any non-compete/ non-solicitation restrictions and any information rights, as may be mutually agreed amongst the Company, Acquirer and Promoters, the Company, Acquirer and Promoters agree that in the event the aggregate shareholding of the Specified Promoters and the Specified Promoters' Permitted Transferee in the Company falls below 8.5% (Eight Point Five Percent) ("**Specified Promoters Fall Away Percentage**") of the Issued Share Capital, for any reason other than as a result of a dilution of shareholding due to issuance of the Securities:

- (a) all rights of the Specified Promoters under Part B of the Articles; and
- (b) all obligations of the Specified Promoters under Part B of the Articles other than obligations including but not limited to the obligations in Articles 8.1.2. (*No Transfer to Competitors*) and 8.3 (*Right of First Offer*) and any other obligations pertaining to confidentiality and announcement and dispute resolution, as may be mutually agreed between the Company, Acquirer and Promoters from time to time,

shall extinguish and shall cease to have effect.

- 6.2 If, at any time, the aggregate shareholding of the Specified Promoters and the Specified Promoters' Permitted Transferee in the Company falls below the Specified Promoters Fall Away Percentage, solely as a result of a dilution of shareholding of the Specified Promoters on account of issuance of Securities, then the Specified Promoter Fall Away Percentage shall, for the purpose of Article 6.1 of Part B of these Articles, be deemed to mean the then aggregate shareholding of the Specified Promoters and the Specified Promoters' Permitted Transferee in the Company post such dilution.



- 6.3 Further, in the event the aggregate shareholding of the Specified Promoters and/or the Specified Promoters' Permitted Transferee in the Company falls below Specified Promoters Fall Away Percentage, then in accordance with Applicable Law, the Company and the Specified Promoters shall undertake all steps required to re-classify the Specified Promoters (and/or the Specified Promoters' Permitted Transferee as the case may be) as 'public shareholders' from 'promoters', *including* but not limited to making the required application to the stock exchange for such re-classification.

## **7 MATERIAL EVENT OF DEFAULT AND CONSEQUENCES OF MATERIAL EVENT OF DEFAULT**

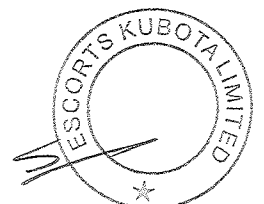
- 7.1 The Non-Defaulting Party shall have the right, exercisable by a written notice, issued within 30 (Thirty) calendar days of the Non-Defaulting Party becoming aware of a Material Event of Default ("**MEOD Default Notice**"), to require the Defaulting Party to remedy the Material Event of Default (in case the Material Event of Default is capable of being remedied) within 120 (One Hundred and Twenty) calendar days from the date of the MEOD Default Notice ("**MEOD Remedy Period**"). If the Material Event of Default (which is capable of being remedied) remains uncured upon expiry of MEOD Remedy Period, or if the Material Event of Default is incapable of being remedied, upon delivery of the MEOD Default Notice by the Non-Defaulting Party to the Defaulting Party, the Non-Defaulting Party shall have the right (but not an obligation) to enforce its rights under Article 7.2 (*Suspension of Rights*) of Part B of these Articles.

### **7.2 SUSPENSION OF RIGHTS**

- 7.2.1 Notwithstanding anything to the contrary contained in these Articles, the Company, Acquirer and Promoters agree that in the event of occurrence of a Material Event of Default, which has not been disputed, or in case it has been disputed, in accordance with any order or judgement (interim or final), the relevant Non-Defaulting Party shall have the right to issue a notice to the Company seeking that all ordinary voting rights of the Defaulting Party (in relation to any and all Securities held by the Defaulting Party), whether under the Charter Documents or otherwise relating to Securities of the Defaulting Party, including, without limitation, the rights under Article 4 (*Reserved Matters*) of Part B of these Articles, shall automatically be suspended without any notice to the Defaulting Party and the Company shall enforce the same, unless there is any restraining or stay order against the enforcement/ implementation of such order or judgement.
- 7.2.2 All the obligations of the Defaulting Party, whether under the Charter Documents or otherwise relating to the Securities of the Defaulting Party, shall continue to be applicable to the Defaulting Party.
- 7.2.3 In the event of a Material Event of Default, which has not been disputed, or in case it has been disputed, in accordance with any order or judgement (interim or final), the relevant Non-Defaulting Party shall have the right to issue a notice to the Company seeking that all the ordinary voting rights in relation to the additional Shares acquired by the Defaulting Party and/or its Affiliates, directly or indirectly, shall also remain suspended so long as the Defaulting Party is a direct or indirect (i) beneficiary of such additional Shares acquired by Defaulting Party and / or its Affiliates; or (ii) party to any voting arrangement.

## **8 RESTRICTIONS ON TRANSFER OF SECURITIES**

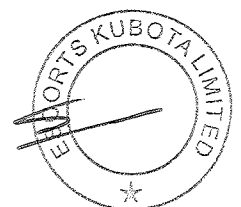
### **8.1 GENERAL CONDITIONS**



- 8.1.1 *Null & Void Transfer of Securities*: Any Transfer of Securities (including, the legal or beneficial ownership of such Securities) by the Acquirer or any Promoter(s) or any rights attached to Securities in breach of these Articles shall be null and void *ab initio*.
- 8.1.2 *No Transfer to Competitors*: The Acquirer, the Acquirer's Permitted Transferee, the Promoters and the Specified Promoters' Permitted Transferee shall not Transfer any Securities to an EL Competitor or its Affiliates or a KBT Competitor or its Affiliates.
- 8.1.3 *Transfer in Compliance with the Charter Documents*: Other than as permitted in Articles 8.1.4 (*Permitted Trust Transfers*), 8.1.8 (*Specified Promoters' De-Minimis Transfer*) and 8.2 (*Permitted Transfer*) of Part B of these Articles, neither the Acquirer nor any of the Specified Promoters shall Transfer either directly or indirectly (whether in the form of a gift, sale or in any other manner whatsoever) any of their respective Securities (including, the legal or beneficial ownership of such Securities) to any Person without the prior written consent of Acquirer (if the transferor is Specified Promoters) or Specified Promoters (if the Acquirer is the transferor) or Acquirer and Specified Promoters (if the Trust is the transferor) for 5 (Five) years from the date the Part B of Articles come into effect ("**Lock-in Period**").
- 8.1.4 *Permitted Trust Transfers*: Transfer of Securities held by the Trust or any part thereof, as a part of the Selective Capital Reduction, may be undertaken without any Transfer restrictions. However, any other Transfer of Securities held by the Trust shall be in accordance with Article 8 (*Restrictions on Transfer of Securities*) of Part B of these Articles.
- 8.1.5 *Deed of Accession*: It shall be a condition of any Transfer of Securities by the Acquirer or any of the Promoters that the relevant Third Party or the Permitted Transferee, as the case may be, enters into a deed of accession in the form as may be agreed amongst the Company, Promoters and the Acquirer ("**Deed of Accession**").
- 8.1.6 *Acquirer Single Block*: Notwithstanding anything contained in these Articles, the Acquirer and the Acquirer's Permitted Transferee shall exercise their rights under these Articles or otherwise in relation to Acquirer's Securities as a single block. For avoidance of doubt, it is hereby clarified that all the obligations of the Acquirer shall continue to apply on the Acquirer's Permitted Transferee.
- 8.1.7 *Specified Promoters' Single Block*: Notwithstanding anything contained in these Articles, the Specified Promoters and the Specified Promoters' Permitted Transferee shall exercise their rights under the Charter Documents or otherwise in relation to Securities of the Specified Promoters, as a single block. For avoidance of doubt, it is hereby clarified that all the obligations of the Specified Promoters shall continue to apply on the Specified Promoters' Permitted Transferee.
- 8.1.8 *Specified Promoters' De-Minimis Transfer*: Notwithstanding the Lock-in Period and Article 8.1.5 (*Deed of Accession*) above, but subject to Articles 8.1.2. (*No Transfer to Competitors*), 8.3 (*Right of First Offer*) and 6 (*Fallaway of Specified Promoters' Rights*) of Part B of these Articles, the Specified Promoters shall at all times be entitled to freely Transfer up to an aggregate of De-Minimis Securities, whether in a single transaction or a series of transactions.

## 8.2 PERMITTED TRANSFER

- 8.2.1 *Acquirer's Affiliate Transfer*: Notwithstanding anything contained in Articles 8.3 (*Right of First Offer*) and 8.4 (*Tag-Along Rights*) of Part B of these Articles, but subject to this Article 8.2 (*Permitted Transfers*), the Acquirer shall have the right to freely Transfer its Securities or any part thereof (including, the rights under these Articles) in favour of a transferee that is the Acquirer's Permitted Transferee so long as (i) such Acquirer's Permitted Transferee executes



the Deed of Accession as contemplated above and is bound by terms of these Articles and (ii) such transferee remains an Acquirer's Permitted Transferee.

- 8.2.2 *Specified Promoters' Affiliates Transfer*: Notwithstanding anything contained in Articles 8.3 (*Right of First Offer*) and 8.4 (*Tag-Along Rights*) of Part B of these Articles, but subject to this Article 8.2 (*Permitted Transfers*), any of the Specified Promoters shall have the right to freely Transfer their Securities or any part thereof (including, the rights under these Articles) in favour of a transferee being the Specified Promoters' Permitted Transferee(s) so long as (i) such Specified Promoters' Permitted Transferee executes the Deed of Accession as contemplated above and is bound by terms of these Articles and (ii) such transferee remains a Specified Promoters' Permitted Transferee.

### 8.3 RIGHT OF FIRST OFFER

- 8.3.1 The Specified Promoters and the Acquirer agree, undertake and covenant as follows:

- a) Subject to Article 8.1 (*General Conditions*) of Part B of these Articles, if, (i) pursuant to the expiry of the Lock-in Period; or (ii) pursuant to Specified Promoters' De-Minimis Transfer in accordance with Article 8.1.8 (*Specified Promoters' De-Minimis Transfer*) above, the Acquirer or any Specified Promoters (in each case, a **"ROFO Seller"**) proposes to Transfer all or any of the Securities (**"ROFO Transfer Securities"**) held by it/them to any Third Party (**"ROFO Third Party Purchaser"**), then, prior to any Transfer of the ROFO Transfer Securities by the ROFO Seller to such ROFO Third Party Purchaser, the ROFO Seller shall have the obligation to provide to the Specified Promoters (in case the ROFO Seller is the Acquirer) or the Acquirer (in case the ROFO Seller is a Specified Promoter) (each, a **"ROFO Purchaser"**) a written notice (**"ROFO Transfer Notice"**) stating the intention of the ROFO Seller to Transfer the ROFO Transfer Securities and the number of ROFO Transfer Securities proposed to be sold by the ROFO Seller.
- b) Within a period of 45 (Forty-Five) calendar days from the date of receipt of the ROFO Transfer Notice (**"ROFO Exercise Period"**), the ROFO Purchaser shall have the right (**"ROFO Right"**) to issue a notice in writing (such notice, a **"ROFO Exercise Notice"**) to the ROFO Seller, stating therein:
  - (i) the offer to purchase all (or any) of the ROFO Transfer Securities (the number of ROFO Transfer Securities identified by the ROFO Purchaser in the ROFO Exercise Notice is hereinafter referred to as the **"Specified ROFO Transfer Securities"**); and
  - (ii) the price offered per Specified ROFO Transfer Security (**"ROFO Offer Price"**), and all other terms and conditions (**"ROFO Terms"**) relating to the offer to purchase the Specified ROFO Transfer Securities.
- c) Upon receipt of the ROFO Exercise Notice, and in case the ROFO Offer Price and ROFO Terms are acceptable to the ROFO Seller, the ROFO Seller may, within 30 (Thirty) calendar days from the date of receipt of the ROFO Exercise Notice, issue a written notice (**"ROFO Acceptance Notice"**) to the ROFO Purchaser to notify its acceptance, and agreeing to sell all, but not less than all, of the Specified ROFO Transfer Securities on the ROFO Terms and at the ROFO Offer Price. The Company, Promoters and the Acquirer agree that:
  - (i) a ROFO Acceptance Notice shall be irrevocable, and shall constitute a binding acceptance by the ROFO Seller to Transfer, and the ROFO Purchaser to



purchase, the Specified ROFO Transfer Securities at the ROFO Offer Price and on the ROFO Terms; and

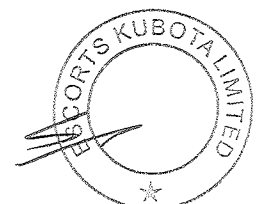
- (ii) subject to Applicable Law, the ROFO Seller and the ROFO Purchaser shall consummate the Transfer of the Specified ROFO Transfer Securities within a period of 30 (Thirty) calendar days from the date of the ROFO Acceptance Notice, at the ROFO Offer Price and on the ROFO Terms.
- d) If the ROFO Purchaser does not issue the ROFO Exercise Notice within the ROFO Exercise Period, or if the ROFO Purchaser notifies the ROFO Seller that it/they has/have decided not to exercise the ROFO Right, then the ROFO Seller shall be entitled to sell the ROFO Transfer Securities to a ROFO Third Party Purchaser subject to Applicable Law, which sale must be consummated within a period of 30 (Thirty) calendar days from the date of expiry of the ROFO Exercise Period, failing which the ROFO Seller shall not be entitled to Transfer any ROFO Transfer Securities to the ROFO Third Party Purchaser without first complying with the provisions of this Article 8.3 (*Right of First Offer*).
- e) If the ROFO Purchaser issues the ROFO Exercise Notice and offers to purchase the Specified ROFO Transfer Securities, and the ROFO Seller chooses not to accept the ROFO Offer Price and the ROFO Terms offered by such ROFO Purchaser, then the ROFO Seller shall be entitled to sell the ROFO Transfer Securities to the ROFO Third Party Purchaser at a price which shall be not less than 100% (One Hundred Percent) of the ROFO Offer Price, on terms no more favourable for the ROFO Third Party Purchaser than the ROFO Terms, and subject to Applicable Law, which sale must be consummated within a period of 30 (Thirty) calendar days from the date of receipt of the ROFO Exercise Notice, failing which the ROFO Seller shall not be entitled to Transfer any ROFO Transfer Securities to the ROFO Third Party Purchaser without first complying with the provisions of this Article 8.3 (*Right of First Offer*).
- f) If pursuant to this Article 8.3 (*Right of First Offer*), the ROFO Purchaser triggers the Company Mandatory Tender Offer(s), the Specified Promoters, Company and the Acquirer agree that they shall co-operate with each other and provide all necessary information and assistance reasonably required by the ROFO Purchaser in connection with the mandatory open offer.

#### 8.4 TAG-ALONG RIGHT

- 8.4.1 If pursuant to the expiry of the Lock-in Period, the Acquirer proposes to Transfer to a Third Party purchaser all or part of the Acquirer's Securities ("**Acquirer Sale Securities**"), then subject to Article 8.3 (*Right of First Offer*) above, the Specified Promoters shall have a right (but not the obligation) ("**Tag-Along Right**") to sell to such Third Party purchaser, and the Acquirer shall be obligated to cause the Third Party to purchase from the Specified Promoters, the Specified Promoters Securities up to the Tag Limit ("**Tag-Along Securities**"). Upon receipt of the Tag-Along Notice, the Acquirer shall cause the Tag-Along Securities to be Transferred to the Third Party purchaser, simultaneously with Transfer of Acquirer Sale Securities, at the same price and on the same terms and conditions as is offered to the Acquirer by such Third Party purchaser.

For the purpose of these Articles, the "**Tag Limit**", shall be such proportion of the Specified Promoters Securities that is equal to the proportion that the Acquirer Sale Securities represents to the Acquirer's Securities.

#### 8.4.2 PROCEDURE:

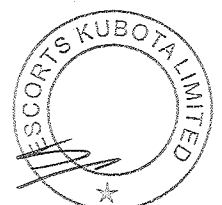


In the event that the Specified Promoters do not wish to exercise their ROFO Right as set forth under Article 8.3 (*Right of First Offer*) above, then, within 10 (Ten) calendar days (“**Tag-Period**”) from the expiration of ROFO Exercise Period, the Specified Promoters shall notify the Acquirer their intention to exercise the Tag-Along Right through delivery of a written notice (“**Tag-Along Notice**”) to the Acquirer, specifying the number of Tag-Along Securities that the Specified Promoters seeks to Transfer to the Third Party purchaser. In the event that the Specified Promoters do not issue the Tag-Along Notice within the Tag-Period, the Specified Promoters shall be deemed to have not exercised their Tag-Along Right.

- 8.4.3 If pursuant to Articles 8.4.1 and 8.4.2 of Part B of these Articles, the Third Party purchaser triggers the Company Mandatory Tender Offer(s), the Specified Promoters shall cooperate with the Acquirer and the Third Party purchaser in relation to such open offer obligation.

## **9 DEADLOCK**

- 9.1 A deadlock (“**Deadlock**”) shall be deemed to have occurred if any Reserved Matter is not approved by either the Acquirer or the Specified Promoters, or an Acquirer’s Nominee Director or Specified Promoters’ Nominee Director, in accordance with Article 4 (*Reserved Matters*), in 2 (Two) consecutive instances (at the meetings of the Reserved Matters Committee). Provided however that, a second request for approval of such Reserved Matter shall not be raised less than 30 (Thirty) calendar days after the first request for approval of such Reserved Matter.
- 9.2 If a Deadlock cannot be resolved within 45 (Forty Five) calendar days of the second instance of its occurrence as per Article 9.1 of Part B of these Articles, then the matter shall be escalated to the senior level management representatives of the Acquirer and the Specified Promoters (being such individual as identified by each of the Acquirer and the Specified Promoters) (collectively, “**Senior Management Officers**”), who will attempt to resolve the Deadlock in good faith within 60 (Sixty) calendar days of such Deadlock having been escalated to the Senior Management Officers (“**Good Faith Negotiations**”) in an amicable and commercially reasonable manner in the interest of the Company. The decision (if any) of the Good Faith Negotiation shall be final and binding on the Specified Promoters, Company and the Acquirer, and the decision (if any) of such Good Faith Negotiation shall be forthwith communicated to the Board of the Company.
- 9.3 In the event that the Deadlock remains unresolved even after Good Faith Negotiations under Article 9.2 of Part B of these Articles, and the matter constituting Deadlock is not resolved within 60 (Sixty) calendar days of the Deadlock having been escalated to the Senior Management Officers in accordance with Article 9.2 of Part B of these Articles or such further date as may be unanimously agreed by all members of the Senior Management Officer, the Deadlock shall be deemed to be unresolved, and the Board and/ or Shareholders shall not proceed with the matter which has caused the Deadlock, provided that the other provisions of Charter Documents and other documents shall continue to apply as if no Deadlock has taken place. Any resolution to a Deadlock shall be in writing, and shall be implemented by the Specified Promoters, Company and the Acquirer in terms of the resolution of the Deadlock. It is hereby clarified that this Article 9 shall not in any manner whatsoever prejudice the Reserved Matter rights of the Specified Promoters and the Acquirer under these Articles or otherwise in relation to their respective Securities.





## SCHEDULE I

### LIST OF RESERVED MATTERS

1. *Amendments to charter documents of Company or Controlled Affiliates:* Any amendments or modifications to the Memorandum or Articles of the Company or the articles of association or memorandum of association of the Controlled Affiliates;
2. *Material Change in Assets or business of the Company or Controlled Affiliates:* Any acquisition, change, disposal or transfer of any Assets of the Company or its Controlled Affiliates having fair value of more than INR 500,000,000 (Indian Rupees Five Hundred Million), for the previous Financial Year, other than as in the Ordinary Course of Business or as provided in the business plan;
3. *Reorganization:* Any merger, de-merger, re-organization, dissolution, winding up or liquidation of the Company or its Controlled Affiliate or initiation of or engaging in any new line of business. Any material re-organization of the business of the Company;
4. *Changes to the capital structure of the Company or Controlled Affiliates:* Any action that impacts the capital or voting structure or control of the Company or its Controlled Affiliates, including, without limitation, issuance of or alteration of the terms of any Securities or instruments representing ownership or voting interest in the Company or buyback, delisting (as applicable) or redemption of any Securities of the Company or the securities of its Controlled Affiliates;
5. *Changes to the Board composition of the Company or Controlled Affiliates:* Change to the size or composition of the Board or its committees or that of the board of directors/ committees of the Controlled Affiliates;
6. *The business plans of the Company or Controlled Affiliates:* Amendment of any business plan (which shall include, among other things, items of capital expenditures, items of operating expenditures, sources of financing or funds (including, incurring liabilities)) and business strategy, of the Company or Controlled Affiliates, or material deviation (i.e, deviation of more than 10% (Ten Percent) on each of the line items of the business plan) therefrom;
7. *Material Related Party Transactions of the Company or Controlled Affiliates:* Undertaking any material related party transaction (as per Applicable Law) in relation to the Company or its Controlled Affiliates, as the case may be;
8. *Changes in Brand Strategy Plan of the Company or Controlled Affiliates:* Approval of, including any amendment of Brand Strategy Plan, or any brand strategy plan in relation to the Controlled Affiliates, or any modification thereof;
9. *Key Managerial Personnel of the Company or Controlled Affiliates:* Appointment/ reappointment or removal of Key Managerial Personnel of the Company or key management personnel of Controlled Affiliates or any change in the Delegation of Authority Matrix related to Key Managerial Personnel, Managing Director and whole time directors;
10. *Special Resolution Related Matters of the Company or Controlled Affiliates:* Any matters which require a special resolution to be passed by the Shareholders or by the shareholders of the Controlled Affiliates; and
11. Entering into any agreement or arrangement in relation to any of the foregoing.



## **SCHEDULE II**

### **RESERVED MATTERS COMMITTEE**

#### **1. Powers and Functions:**

- 1.1. Any action proposed to be undertaken in relation to the Company which is a Reserved Matter, shall first be referred to the Reserved Matters Committee for Mutual Consent.
- 1.2. The Reserved Matters Committee shall review the Reserved Matters prior to initiation of any corporate actions by the Board or Shareholders in relation thereto.
- 1.3. While considering and deciding upon a Reserved Matter, the Reserved Matters Committee shall have the power to require the Board and/ or management of the Company to provide all such data and/ or information as they deem fit to assess such matter.
- 1.4. The Reserved Matters Committee, in its sole discretion, shall be entitled to seek professional advise in relation to the Reserved Matters being assessed and the cost for such advise shall be borne by the Company.
- 1.5. Basis the assessment, the Reserved Matters Committee may make recommendations and/ or impose additional conditions while granting its Mutual Consent. Such recommendations and/ or conditions shall be binding on the Board and Shareholders, as applicable.

#### **2. Members:**

- 2.1. The Committee shall comprise of 4 (Four) Directors.
- 2.2. 2 (Two) of such Directors shall be Acquirer's Nominee Directors and the remaining 2 (Two) shall be Specified Promoters' Nominee Directors.

#### **3. Meetings:**

The participation of Directors in a meeting of the Reserved Matters Committee may be either in person or through video conferencing or audio-visual means or teleconferencing, as may be reasonably practicable. There shall not be any set frequency of meetings and the same shall take place as and when a Reserved Matter comes up for consideration or as may otherwise be demanded by any of the Acquirer or the Specified Promoters.

#### **4. Quorum:**

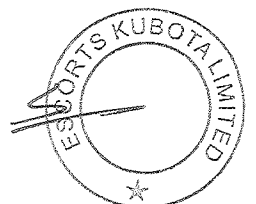
Quorum for a meeting of the Reserved Matters Committee shall be at least 1 (One) Acquirer's Nominee Director and 1 (One) Specified Promoters' Nominee Director.

#### **5. Voting:**

Voting at a meeting of Reserved Matters Committee shall be by show of hands.

#### **6. Process and Decisions:**

- 6.1. Before the Company includes any Reserved Matters in the agenda to be placed for decision of the Board (or any of the Board Committee) or Shareholders, it must, at least 15 (Fifteen) calendar days before such matter is to be included in the agenda to be placed for decision of the Board (or

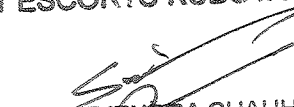


any of the Board Committee) or Shareholders ("**Meeting Agenda**"), notify each member of the Reserved Matters Committee in writing of such Reserved Matter ("**Reserved Matter Notice**").

- 6.2. The Reserved Matter Notice must contain, among other things, the following: (a) description of the Reserved Matter to be included in the Meeting Agenda, (b) last date by which the Reserved Matters Committee shall communicate its decision to the Company, (c) the details of the Board Meeting or Shareholders' Meeting at which such Meeting Agenda will be placed, and (d) an explanatory statement explaining the commercial rationale for placing such Reserved Matter for approval before the Board or Shareholders along with all material documents and information that may be required for the Reserved Matters Committee to make a decision in respect of such Reserved Matter.
- 6.3. Upon receipt of a Reserved Matter Notice, any member of the Reserved Matters Committee may request for a meeting from other members of the Reserved Matters Committee by delivering 2 (Two) days advance notice from the stipulated date for such meeting of the Reserved Matters Committee. Any member of the Reserved Matters Committee may ask the Company to provide all reasonable information as it may deem fit for purposes of making a decision in respect of a Reserved Matter.
- 6.4. A decision of the Reserved Matters Committee in relation to a Reserved Matter shall be approved by at least 1 (One) Acquirer's Nominee Director and 1 (One) Specified Promoters' Nominee Director, all of whom have been duly appointed to the Reserved Matters Committee, which shall be recorded in writing along with reasons, recommendations and conditions, if any.
- 6.5. Upon reaching of such decision on a Reserved Matter, the Reserved Matters Committee shall authorize any member of the Reserved Matters Committee to communicate its decision in writing to the Company.
- 6.6. In the event of a rejection or disapproval or non-communication by the Reserved Matters Committee of its Mutual Consent in relation to a Reserved Matter, such Reserved Matter shall not be included in the Meeting Agenda item to be placed for approval of the relevant meeting of the Board (or any of the Board Committees) or Shareholders, as the case may be.
- 6.7. The Company shall take all actions as may be necessary to give effect to such written decision of the Reserved Matters Committee in respect of a Reserved Matter.

Certified True Copy

For ESCORTS KUBOTA LIMITED

  
SATYENDRA CHAUHAN  
Company Secretary

Names, addresses and descriptions of subscribes	Number of ordinary shares taken by each subscriber	Names, addresses and descriptions of witnesses
H.P. Nanda Merchant 32, Queens Road, Lahore	5	
Y.R. Nanda Merchant 32, Queens Road, Lahore	5	
Total .....	10	

*Dated this 13th day of October, 1944*

Certified True Copy

For ESCORTS KUBOTA LIMITED

  
SATYENDRA CHAUHAN  
Company Secretary

IN THE HIGH COURT OF DELHI AT NEW DELHI  
(ORIGINAL JURISDICTION)  
IN THE MATTER OF THE COMPANIES ACT, 1956  
AND  
IN THE MATTER OF SCHEME OF AMALGAMATION  
BETWEEN

COMPANY PETITION NO. 240/95  
CONNECTED WITH  
COMPANY APPLICATION NO. 811/95  
IN THE MATTER OF:

Escorts Tractors Ltd.  
having the Registered Office at  
Mahajan House, E-1 & E-2  
South Extension Part - II,  
New Delhi - 110 049  
AND

..... PETITIONER/TRANSFEROR COMPANY

COMPANY PETITION NO. 243/95  
CONNECTED WITH  
COMPANY APPLICATION NO. 813/95  
IN THE MATTER OF:

Escorts Ltd.  
having the Registered Office at  
H-2 Connaught Circus,  
New Delhi - 110 001

BEFORE THE HON'BLE Mr. JUSTICE VIJENDER JAIN  
DATED THIS THE 7th DAY OF MARCH, 1996

..... PETITIONER/TRANSFeree COMPANY

ORDER ON PETITIONS

The above petitions coming for hearing on 7/3/96 upon reading the said petitions the order dated 20/10/95 and 30/10/95 whereby the above said petitioner companies were ordered to convene meetings of their Shareholders and Debenture holders. Secured Premium note/holders for the purpose of considering and if thought fit approving with or without modification, the scheme of amalgamation proposed to be made between Escorts Tractors Ltd. (herein referred to as The TRANSFEROR COMPANY) and Escorts Ltd. (herein referred to as the Transferee Company) and annexed to the affidavits of Mr. Ginish Bhatia Mathur, Chief General Manager & Co. Secretary in CA 811/95 and Mr. Charanjit Singh Co. Secretary filled in CA 813/95 on 20/10/95 respectively and "STATESMAN" and "JANSATTA" both dated 5/11/95 in CA 811/95 and "JANSATTA and STATESMAN both dated 9/11/95 in CA 813/95 each containing the advertisement of said notices convening the said meeting directed to be held by said orders dated 20/10/95 and 30/10/95, the affidavits of Chairpersons in CA 811 and 813/95 showing the publication and despatch of notices convening the said meetings. The reports of the chairperson filed on 4.12.95, 8.12.95 and 13.12.95 in CA 811 and 813/95, as to the result of said meetings and upon hearing Mr. A. M. Sanghvi, Sr. Advocate with Ms. Tasneem Ahmadi and Ms. Richa Kukreja, Advocates for the petitioners Mr. Sri Ram, Official Liquidator and Mr. P. Chandra for the Registrar of companies and it appearing from the reports of the Chairpersons that the proposed Scheme of amalgamation has been approved by majority of the said share holders, Debenture holders, Secured Premium Note holders of Transferor Company and Transferee Company present and voting in person or proxy. The affidavit dated 20/2/96 of Regional Director, Northern Region, Department of Company affairs, Kanpur on behalf of the Central Government in the matter stating that the affairs of the companies do not appear to have been conducted in a manner prejudicial to the interest of their members or public interest of the Official Liquidator also having filled the report on 12/01/96 stating therein that the affairs of the Transferor Company have not been conducted in a manner prejudicial to the interest of its Share holders or debenture holders or Creditors or to the public interest and that the Transferor company could be dissolved without following the process of winding up and there being no proceedings pending against the petitioner companies U/S 235-251 of the companies Act, 1956

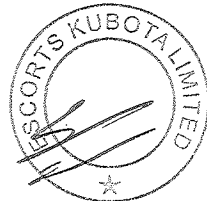
This COURT DOETH HEREBY SANCTION THE SCHEME OF AMALGAMATION set forth in schedule hereto and DOETH HEREBY DECLARE the same to be binding on all the share holders, Debenture holder, Secured Premium note holders and Creditors of the Transferor Company and Transferee Company and their all concerned and doth approve the said scheme of Amalgamation from the "Transfer Date" i.e. 01/04/95 (as mentioned in the scheme)

THIS COURT DOETH FURTHER ORDER :

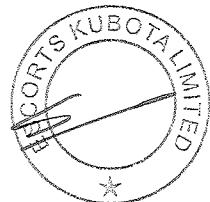
1. That all the property, rights and powers of the Transferor company specified, in the first, second and third parts of the Schedule II hereto and all other property, rights and powers of Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to section 394(2) of the Companies act, 1956 be transferred to and vest in the Transferee Company for all the estate and interest of Transferor Company therein but subject nevertheless to all charges now affecting the same; and
2. That all liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and
3. That all proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and
4. That the Transferee Company do without further application allot to such members of the Transferor Company as have not given such notice of dissent as is required by Clause given in the scheme of amalgamation herein the shares in the Transferee Company to which they are entitled under the said amalgamation; and
5. That the Transferor Company do within 30 days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall be dissolved, and the Registrar of Companies shall place all documents relating to the Transferor Company and Registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said two Companies shall be consolidated accordingly; and
6. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

SCHEDULE-I  
SCHEME OF AMALGAMATION  
(Under Sections 391 and 394 of the Companies Act, 1956)  
of  
ESCORTS TRACTORS LIMITED  
with  
ESCORTS LIMITED

1. In this Scheme unless inconsistent with the subject or context, the following expressions shall be deemed to mean  
(i) "Transferor Company" means ESCORTS TRACTORS LIMITED (ETL) a company incorporated under the Companies Act, 1956, and having its Registered Office at "Mahajan House" E-1 & E-2, South Extension Part- II, New Delhi -110 149

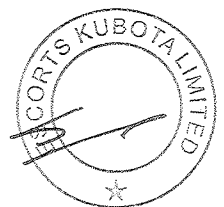


- (ii) "Transferor Company" means ESCORTS LIMITED (ESCORTS), a Company incorporated under the Indian Companies Act, 1913 having its Registered Office at 11-2, Connaught Circus, New Delhi - 110 001
- (iii) "The Act" means the Companies Act 1956
- (iv) "Transfer Date" means the 1st day of April 1995.
- (v) "Effective Date" means the day on which the last of the sanctions/permissions specified in the scheme shall have been obtained and certified copy of the Order of the High Court at Delhi made under section 39(2) of the Companies Act 1956 has been filed with the Registrar of Companies, Delhi.
- (vi) "The scheme" means this scheme as approved by the Board of directors subject to such modifications as the High Court of Delhi may impose or the Transferor Company and Transferee Company may prefer and the High Court may approve.
2. (i) The authorised share capital of ETL is Rs. 30,00,00,000 (Rupees thirty crores only) divided into 3,00,00,000 Equity shares of Rs. 10 (Rupees ten only) each of which the subscribed and paid up share capital is Rs. 15,17,65,050 (Rupees fifteen crores seventeen lakhs sixty five thousand and fifty only) divided into 1,51,76,505 Equity shares of Rs. 10 (Rupees ten only) each.
- (ii) The authorised share Capital of ESCORTS is Rs. 300,00,00,000 (Rupees three hundred crores only) divided into 29,70,00,000 (Twenty nine crores seventy Lakhs) Equity shares of Rs. 10 (Rupees ten) each and 90,000 13.5% (free of Company's tax but subject to deduction of share holder's tax) Redeemable Cumulative Preference shares of Rs. 100 (Rupees one hundred) each, 50,000 13.5% (free of Company's tax but subject to deduction of share holder's tax) Redeemable Cumulative 'A' class Preference shares of Rs. 100 (Rupees one hundred) each, 1,00,000 13.5% (free of Company's tax but subject to deduction of share holder's tax) Redeemable Cumulative 'A' class Preference shares of Rs. 100 (Rupees one hundred) each, 10,000 13.5% (free of Company's tax but subject to deduction of share holder's tax) Redeemable Cumulative Preference shares of Rs. 100 (Rupees one hundred) each and 50,000 Redeemable Cumulative preference shares of Rs. 100 (one hundred) each and the subscribed and paid-up capital is Rs. 33,90,35,330 (Rupees thirty three crores ninety lakhs thirty five thousand three hundred and thirty) divided into 3,39,03,533 (Three crores thirty nine lakhs three thousand five hundred and thirty three only) Equity shares of Rs. 10 (Rupees ten) each.
3. The amalgamation shall take effect as and from 1st day of April, 1995.
4. All the properties, rights and claims whatsoever of the Transferor Company and its entire undertaking, trade marks, authorities, privileges, licences and rights in respect of property, moveable and immovable tenancies, fittings and fixtures, telephones, telex and fax connections, cash balances, reserves, security deposits, refunds, outstanding balances, stocks, investments, licences, contracts, agreements and other rights and interests of all description in or arising out of such properties as may belong to or be in possession of the Transferor Company and all books of accounts and documents and records relating thereto, all of which is hereafter called "the said Undertaking" shall without further act or deed, be transferred to and vest in the Transferee Company pursuant to Section 394(2) of the Act with effect from the Transfer Date, so as to become the assets and properties of the Transferee Company, but subject to all charges affecting the same.
- Provided always that any reference in any security document / agreement to which the Transferor Company is a party, to any assets of the Transferor Company offered as security for any financial obligation or assistance, shall be construed as reference to only the assets of the Transferor Company as are vested in the Transferee Company under this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Transferor Company which shall vest in the Transferee Company by virtue of amalgamation and the Transferee Company shall not be obliged to create any further or additional security after the amalgamation has been effective or otherwise.
5. All the liabilities of the said undertaking of the Transferor Company shall also stand transferred to the transferee Company with effect from the Transfer Date without further act or deed pursuant to Section 394 (2) of the Act so as to become the liabilities of the Transferee Company.
6. The difference in the value of the net assets of the Transferor Company as on 31st March, 1995 over the paid-up capital of the Transferor Company as on that date shall be accounted for in the books of the Transferee Company as on the transfer date, to the extent to which reserves of the Transferor Company are of a corresponding nature, as Investment allowance Reserve, share Premium Reserve, Debenture Redemption Reserve, Capital Reserve and the balance difference shall be adjusted to the General Reserves in the Balance sheet of the Transferee Company.
7. Upon the scheme becoming effective, if any suit, appeal or other proceedings of whatever nature (hereinafter called "proceedings") by or against the Transferor Company be pending the same shall not abate or discontinue or be in any way prejudicially affected on the amalgamation of the Transferor Company under Scheme and the same will be continued, prosecuted or enforced by or against the Transferee Company in the same manner and to the same extent as if the scheme had not been made. Any proceedings taken after the Effective Date for any other matter or cause of action concerning the Transferor Company before the Effective date shall also be taken by or against the Transferee Company.
8. a) On the scheme becoming effective all employees of the Transferor Company as on the Effective Date shall become the employees of the Transferee Company on the terms not less favourable than the terms of employment which the said employees enjoyed as at that date and on the basis that their services shall have been continuous and shall not have been interrupted by reason of such transfer.
- b) It is expressly provided that as far as the Provident Fund, Gratuity Fund, Superannuation Fund or other special Fund created existing for the benefit of the staff, workmen and employees of the Transferor Company are concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such Schemes or funds or in relation to the obligation to make contribution to the said Funds in accordance with the provisions of such Schemes or Funds according to the terms provided in the respective Trust Deeds. It is the aim and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such Schemes or Funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continued for the purpose of the aforesaid schemes or funds.
9. On and from the Transfer Date, the Transferor Company shall carry on all its business and activities on behalf of and account of the Transferee Company until such time as the amalgamation becomes effective in terms of the Scheme. From Transfer Date, the Transferor Company shall carry on its business with proper prudence and shall not without the concurrence of the Transferee Company vary the terms and conditions of employment of its employees or alienate, charge or otherwise deal with the said undertaking or any part thereof except in the ordinary course of business, income or Profit accruing to the Transferor Company or losses incurred by it on and from the Transfer Date shall for all purposes be the Income, Profit or Losses, as the case may be, of the Transferee Company and the Transferor Company shall account to and been held to be indemnified by the Transferee Company.
- A The Transferor Company shall not without the consent of the Transferee Company declare any dividend for the financial year commencing from 1st April, 1995 and subsequent financial years during which the Scheme has not become effective.
- B. The Transferee Company will when declaring dividends (including interim dividend) if any, on its equity shares for the financial year commencing on 1st April 1995 and subsequent financial years keep a provision for dividend at the same rate in respect of Equity shares to be allotted under the present scheme as provided in Sub-clause A above and such dividend on such Equity shares shall be deemed to be declared and payable if and when the Scheme becomes effective.
- C. Subject to the provisions of the scheme becoming effective, the profits of the Transferor Company for the period from 1st April, 1995 shall belong to and be the profits



of the Transferee Company and will be available to the Transferee Company for being disposed of in any manner as it thinks fit including declaration of dividend by the Transferee Company in respect of its year ending 31st March, 1996 or any year thereafter.

- D. The transferor Company shall not issue or allot any rights shares or bonus shares out of its authorised or unissued Share Capital.
10. The transfer and vesting of the said undertaking and continuance of the proceedings mentioned above shall not effect transaction or proceedings already concluded by the Transferor Company on or after the transfer Date to the end and intent the Transferee Company accepts on behalf of itself all acts, deeds, bonds, agreements and other instruments of whatsoever nature done and executed by the Transferor Company.
11. Subject to the other provisions contained in the scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature subsisting or having effect immediately before amalgamation to which the Transferor Company is a party, shall be and remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if, instead of the Transferor Company, the Transferee Company had been a party thereto.
12. A. In consideration of the transfers in favour of the Transferee Company, every member of the Transferor Company holding Equity shares in that Company, on such date as the Board of directors of the Transferee Company may determine, shall in respect of every two fully paid Equity shares of Rs. 10 each held by him, be entitled as of right to claim and receive from the Transferee Company an allotment of three Equity shares of the Transferee Company of Rs. 10/- each credited as fully paid up.
- B. No fractional certificates shall be issued in favour of the Transferee Company every member of the Transferor Company holding Equity share, but the total number of the fractions shall be consolidated into Equity shares of Rs. 10 each of the Transferee Company and the Board of Directors of the Transferee Company shall make an allotment of such shares as fully paid up to such person or person (including one or more of themselves or one or more officers of the transferee Company) as such Board of directors may in their absolute discretion select for the purpose of holding and selling the shares so allotted, provided that such Board of Directors may without making allotment of all or some of the said Equity shares resulting from such consolidation as aforesaid direct the sale of any or all such Equity shares. Every sale under this clause shall be at such price or prices and at such time or times as may be approved by the board of directors and upon receipt of the purchase price in respect of such sale, provided the board of Directors approve the purchaser or his nominee, the Board of directors shall allot the equity shares covered by such sale to be approved purchaser or his nominee. The aggregate sale proceeds of all such sales, after deducting therefrom all costs, charges and expenses of and incidental in sale, shall be distributed among such members of the Transferor Company holding Equity shares as would otherwise have been entitled in such fractions respectively in proportion to their respective entitlement in such fractions.
13. A. On the Scheme becoming effective, the liability of the Transferor Company in respect of Non-convertible debentures issued by it shall also be taken over by the Transferee Company and the Transferee Company will endorse on the Debenture certificates for the said debentures such transfer of liability and in that event such Debenture certificates shall be deemed to have been issued by the Transferee Company on the such terms and conditions. The Transferee Company shall also take all such steps necessary for continuing securitisation of the said debentures by way of charge on mortgage of Transferor Company's moveable and immoveable properties vesting in the Transferee Company.
- The warrants attached in debentures issued by the Transferor Company and remaining outstanding on the Effective Date, shall carry a right to apply for and be allotted Equity shares of the Transferee Company in the ratio of three Equity shares of Rs. 10 each of Escorts Limited against every two warrants held on payment of Rs. 100/- (out of which Rs. 30/- will be adjusted towards share capital being the face value of three Equity shares and balance Rs. 70/- towards share premium). To give effect to this, the Transferee Company may call for Warrant Certificates from the existing holders of the Transferor Company to make endorsement thereon.
- B. No fractional certificates shall be issued in favour of any person holding Equity Warrants mentioned above on seeking allotment of Equity shares in the Transferee Company. But the total numbers of the fractions shall be consolidated into Equity shares of Rs. 10 each of the Transferee Company and the Board of directors of the Transferee Company shall make an allotment of such shares as fully paid-up to such person or persons (including one or more of themselves or one or more of the officers of the Transferee Company) as such Board of Directors may in their full discretion select for the purpose of holding and selling the shares so allotted, provided that such Board of Directors may without making an allotment of all or some of the said equity shares resulting from such consolidation as aforesaid direct the sale of any such equity shares. Every sale under this clause shall be at such price or prices and at such time or times as may be approved by the Board of Directors and upon receipt of the purchase price in respect of sale, provided the Board of Directors approve of the purchaser or his nominee, the Board of Directors shall allot the Equity shares covered by such sale to the approved purchaser or his nominee. The aggregate sale proceeds of all such sales, after deducting therefrom all costs, charges and expenses and incidental to the sale, shall be distributed among such Warrant holders of the Transferor Company holding Warrants as would otherwise have been entitled to such fractions respectively in proportion to their respective entitlement in such fractions.
14. If at any time between the Transfer Date and the Effective Date, the Transferee Company shall capitalise profits by way of a bonus issue of Equity shares to its members, the number of shares and /or fractional Certificates, as the case may be, to be allotted by the Transferee Company to each member of the Transferor Company pursuant to the provisions of Clause 12 hereof shall be such number of shares and / or fractional certificates as is arrived at by multiplying the number of shares and / or fractional certificates to which he shall but for the provisions of this Clause become entitled, by a fraction the numerator of which shall be the total number of Equity shares of the Transferee Company constituting its subscribed Equity share capital immediately after allotment of such bonus shares and the denominator of which shall be total number of Equity shares of the Transferee Company constituting its subscribed Equity share capital immediately before the allotment of such shares.
15. This scheme is subject to such modifications as the High Court at Delhi may impose or the Transferor Company may prefer and the High Court may approve and the board of Directors of the Transferor Company and the Transferee Company may consent on behalf of all concerned to any modification or addition of Scheme and to agree to any condition which the High court at Delhi may think fit to impose.
16. The Scheme shall not in any manner affect the rights of and any of the creditors of the Transferor Company, in particular the secured creditors shall continue to enjoy and hold charge upon their respective securities.
17. The implementation of the Scheme is conditional upon and subject to :
- (a) Sanction of the Scheme by the High Court at Delhi under pursuant to Section 394 of the Act for effecting the amalgamation under the Scheme and the implementation of the Scheme.
- (b) The approval of Financial Institutions, wherever necessary under any agreement With them by the Transferor Company and the Transferee Company
- (c) The approval of the Reserve Bank of India pursuant to provisions of the Foreign Exchange Regulation Act, 1973 to the extent necessary to issue and allot shares in the Transferee Company to the non-residential share holders of the Transferor Company.
- (d) The approval and the consent of any authorities / banks concerned and Debenture Trustee in respect of debenture issued by the Transferor Company and the Transferee Company as may be required under any contract or statute being obtained and granted in respect of any of the matters in respect of which such approval and consent be required.
- (e) The certified copies of the Order of the High Court of Delhi being filed with the Registrar of Companies, Delhi and Haryana by both Transferor Company and the Transferee Company.



18. The Scheme although operative from the Transfer Date shall take effect finally and from the date on which any of the aforesaid sanctions or approvals or orders shall be last obtained, which shall be the Effective Date for the purpose of the scheme.
19. All costs, charge and expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with negotiations leading upto the Scheme and or carrying out and completing the terms and provisions of the scheme and incidental to the completion of amalgamation of the Transferor Company in pursuance of the Scheme shall be borne and paid by Transferee Company.
20. Upon the Scheme becoming effective as aforesaid and subject to an order being made by the High Court of Delhi under Section 394 of the Act the Transferor Company shall stand dissolved without winding up as add from the Effective Date or such date as the said High Court may direct

SCHEDULE-II  
IN THE HIGH COURT OF DELHI AT NEW DELHI  
ORIGINAL JURISDICTION  
COMPANY PETITION NO. 240/95  
CONNECTED WITH  
COMPANY APPLICATION NO. 811 OF 1995

In the matter of Companies Act, 1956  
And  
In the matter of Escorts Tractors Limited  
having its Registered Office at  
Malviya House, E-1 & E-2 South Extension, Part - II  
New Delhi - 110049

..... Transferor Company

SCHEDULE OF PROPERTIES  
PART I

SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF THE  
TRANSFEROR COMPANY (ESCORTS TRACTORS LIMITED)

1. All that piece or parcel of non agricultural land in all admeasuring 9207 Sq. Meters Freehold Private Plot No. 2 and Private Internal Approach Road Representing one fifth(1/5th) undivided, indivisible share in the Private Internal Approach Road - both forming part of Block No. 110 of Mouje Bileshwarapara of Karol Taluka district Mehsana and Sub district of Kalol and having direct access to the State Kalol - Mehsana Highway Road through the Internal Approach Road and the Nal Road on the West and the said Private Plot No.2 is bounded as follows i.e. to say :-
- |                            |   |
|----------------------------|---|
| On or towards the East by  | Adjoining Block No. 112   |
| On or towards the West by  | Private Plot No.1 in block No. 110  |
| On or towards the North by | Adjoining Block No. 111   |
| On or towards the South by | 9.14 M Wide Internal Approach Road In block No. 110 connecting Nal Road and Kalol, Mehsana Highway Road |
2. All that piece and parcel of land, hereinafter and premises situated at Site No. 2 in Sector 13, Faridabad in the State of Haryana admeasuring 117923.42 meters, or thereabouts.
3. All that piece and parcel of land, hereinafter and premises situated at Plot No. 9, Sector 27A At 15/7 mile stone on Delhi - Mathura Road, District Faridabad, in State of Haryana admeasuring 3864 Sq. Meters, or thereabouts.
4. All that piece and parcel of land, hereinafter and premises situated at Plot No. 10 to 13, Sector 27A, District Faridabad, in State of Haryana admeasuring 4756 Sq. Yds, or thereabouts.
5. A plot admeasuring 314.50 Sq. meters situated adjacent to 2A Friends Colony (West), New Delhi.

PART II  
SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY  
OF THE TRANSFEROR COMPANY

There is no such leasehold property of the Transferor Company.

PART III

SHORT DESCRIPTION OF ALL STOCKS, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY.

1. 7 Years National Saving Certificate (pledges with Sales Tax Authorities)
2. 12,64,200 Equity shares of Rs. 10 each fully paid up of Escorts Financial Services Limited. (the Board of Directors of the company has approved to purchase upto 60 lakhs equity shares)
3. 1,60,000 -9% Tax Free Bonds of Indian Railway Finance Corporation Limited.
4. 2,500 Unsecured Redeemable Subordinated Floating Interest Rate Bonds (in the nature of Promissory Notes).
5. 50,300 Equity Shares of Rs. 10 each fully paid up of Floatglass India Ltd.
6. 1,05,59,250 Units of Rs. 10 each of Unit Trust of India.

Given under and seal of the Court dated this day of March, 1996 (By the court)

Sd/

REGISTRAR





IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Company Petition NO. 87 of 2009  
connected with C.P. No.61 of 2009

Date of Decision : 17.09.2009

Escorts Agri Machinery Inc.

...Transferor Company

AND

Escorts Limited

.....Petitioner-Transferee Company

CORAM : HON'BLE MR. JUSTICE SURYA KANT.

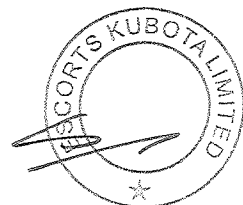
Present : Mr. M.L. Sarin, Senior Advocate, with  
Mr. Rohit Khanna, Advocate for the petitioner.

Mr. D.P. Ojha, Official Liquidator.

ORDER

Surya Kant, J. (Oral)

- (1) This is a second motion petition under Sections 391 to 394 of the Companies Act, 1956 seeking approval of the Scheme of Arrangement between M/s. Escorts Limited (Petitioner-Transferee Company) and M/s Escorts Agri Machinery Inc. (Transferor Company) incorporated in the United States of America.
- (2) When the first motion petition came up for hearing on 15.5.2009, this Court took notice of the aims and objects of the Petitioner-Transferee and Transferor Company as per their Memorandum of Association and after going through the 'Scheme of Arrangement', dispensed with the convening of the meeting of the creditors of the Transferee Company though directed that the meeting of its shareholders after notice be convened. Pursuant thereto, the meeting of the equity share holders of the Transferee-Company was held on 12.7.2009 and the report submitted by the Chairman of the said Meeting, certifying that the meeting was held successfully, was approved by this Court while disposing off the first motion petition on 24.7.2009.
- (3) In pursuance thereof, the second motion petition has been instituted, notice of which was issued to the Regional Director, Ministry of Corporate Affairs, Noida besides publication in the daily newspapers i.e. The Tribune (English) and Dainik Tribune (Hindi) as well as in the Haryana Government Gazette.
- (4) An affidavit dated 4.9.2009 has been placed on record to the effect that the notices have been duly published in The Tribune (English), Dainik Tribune (Hindi) of dated 19.8.2009 and in the Official Gazette of the State of Haryana on 25.8.2009, copies whereof have also been placed on record (Annexures A, B & C).
- (5) The Regional Director, Northern Region, Ministry of Corporate Affairs, Noida, has submitted his report by way of affidavit dated 7.9.2009, containing the following observations :-  
"4. That the Deponent further craves leave to submit that on perusal of the Chairman's Report of the meeting of the Shareholders of the Petitioner Transferee Company Viz. M/s. Escorts Ltd., it is observed that out of 234 Shareholders who participated in voting, 6 shareholders entitled together to Rs. 3,000/- voted against the Scheme.  
5. That the Deponent further craves leave to submit that at Para 12.1 of Part-B of Scheme provides as under:  
"Save and except the legal proceedings filed or may be filed by Universal Tractor Holdings LLC (a Delaware Limited Liability Company) having its office at c/o Universal Tractor S.A. 5A, Tumului Street Brasov-500 152, Romania and/or C/I Hartzel & Whitemen, LLP having registered office 2626 Glenwood Ave, Ste 500, Raleigh NC 27608, and/or any other creditor or for and on behalf of the creditors of any subsidiary of the Transferor Company, which shall be dealt with in accordance with laws of the State of Delaware, USA, all legal proceedings of whatever nature by or against the Transferor Company pending and/or arising at or the Appointed Date shall not abate or be discounted etc., but shall be continued and be enforced by or against the Transferee Company."  
4.1 It is submitted that it is not clear who shall bear the legal proceedings if any filed or may be filed by Universal Tractor S.A.



C.P. No. 87 of 2009

6. That the Deponent further craves leave to submit that at Para 4.1 (a) of Part-B the Scheme provides among as under:
- "In relation to the mode of transfer and vesting, the Undertaking of EAMI shall, pursuant to the Provisions of Section 394 (2) and other, applicable provisions of the Act, And pursuant to Sub-chapter IX of Delaware General Corporation Law, without any further act, instrument or deed, be and shall stand transferred to and vested in the Transferee Company....."
- 6.1 It is submitted that the Transferor Company may be asked first to comply with the relevant provisions of Law where the Company is registered for the proposed Scheme of Amalgamation."
- So far as the observation made by the Regional Director in para No.4 is concerned, it may be seen that only six out of 234 shareholders voted against the 'Scheme of Arrangement'. Since more than 3/4<sup>th</sup> share holders present and voted, had supported the Scheme of Arrangement, the approval granted by the equity Share-holders is in consonance with Section 391 (2) of the Companies Act.
- (7) As regards the observation contained in paragraph 5.1 (wrongly typed as 4.1), reference may be made to para 12.1 of the 'Scheme of Arrangement' which expressly provides that the legal proceedings, if any, filed or that may be filed, shall continue against the Transferor Company. Para 12.2 of the Scheme is also relevant and it reads as follow :-
- "12.2 Subject to clause 12.1 above, the Transferee Company undertakes to have all legal and other proceedings initiated by or against the Transferor Company referred to in Clause 12.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company."
- (8) Adverting to the observation made by the Regional Director in paragraph 6.1 of his affidavit, namely, the Transferor Company may be asked first to comply with the relevant Provisions of Law where the Company is registered for the proposed 'Scheme of Amalgamation', the petitioner has filed an affidavit dated 11.9.2009 undertaking that the Transferor and Transferee Companies shall comply with the Laws of State of Delaware, U.S.A. where the Transferor Company is registered. The affidavit refers to para Nos.6 and 15 of the 'Scheme of Arrangement'.
- wherein provisions to this effect have been made. Para 5 of the affidavit thereafter reads as follows:
- "5. I say that, in view of the contents of this present affidavit and para No.6 and para No.15 the companies to , the present petition duly undertake to fully comply with the Delaware Law, U.S.A., thereby also complying with the observation of the Id. Regional Director, Northern Region, Ministry of Corporate Affairs, Noida, UP, made in para No. 6.1 of the report at 7.9.2009. "
- (9) A copy of the aforesaid affidavit was sent to the Regional Director through the Official Liquidator and in response thereto, the Joint Director (Inspection) for Regional Director has sent a communication dated 14.9.2009 to the following effect:-
- "I am directed to refer to your office letter Misc/RDNR/MTY/OL-CHD/2658 dated 11.9.2009 on the Subject cited, by which you have furnished the copy of the Reply Affidavit filed by the Petitioner Company before the Hon'ble Court in reply to this Directorate's Affidavit dated 7.9.2009 and to state that since the Company has given an undertaking that both the Transferor and Transferee Companies to comply with all the relevant the Provisions of the Delaware Law, USA, where the Transferor Company is registered. You are, therefore, advise you to keep a watch on the proceedings of the Hon'ble High Court and make a submission before the Hon'ble Court that the Central Government has nothing to add further in the matter and matter may be left to the Hon'ble Court. Let the matter may be decided by the Hon'ble Court on merits"
- (10) It thus, can be safely inferred that in the light of the undertaking given by the Petitioner-Company that they shall comply with the statutory provisions of the Law of Delaware, USA, the Regional Director has no objection to the 'Scheme of Arrangement'.
- (11) No proceedings are pending under Sections 235 to 251 of Companies Act, against the petitioner/Transferee Company.
- (12) Having gone through the 'Scheme of Arrangement', taking into consideration the views of the Official Liquidator and after going through the report of the Regional Director as also keeping in view the undertaking given by the Petitioner-Company, especially the affidavit dated 11.9.2009 filed on its behalf, the Scheme of Arrangement is hereby approved subject to the sanctioning of the same by the Laws of Delaware, U.S.A. , on the application/petition of the Transferor Company.
- A certified copy of this order shall be filed with the Registrar of Companies within 14 days in Form No.41.
- A public notice shall also be published in the daily newspapers, namely "The Times of India" (English) and "Nav Bharat Times" (vernacular). Similarly, a notice be also published in the Official Gazette of the State of Haryana.
- Any Person interested shall be at liberty to approach this Court in the above matter for any directions that may be necessary.

17.09.2009

True Copy

Mohinder  
Examiner

Sd/-  
Surya Kant  
Judge



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**SCHEME OF ARRANGEMENT  
BETWEEN  
ESCORTS LIMITED  
AND  
ESCORTS AGRI MACHINERY INC  
AND  
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

Under Sections 391 to 394 and other applicable provisions of the Companies Act, 1956

This Scheme of Arrangement ("Scheme") is being presented for amalgamation of Escorts Agri Machinery Inc, USA with Escorts Limited and for various other matters consequential, supplemental and/or otherwise integrally connected therewith.

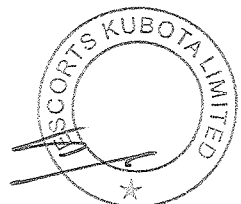
The Scheme is divided into following parts:

- (i) **Part A** – dealing with Definitions and Share Capital;
- (ii) **Part B** – dealing with the amalgamation of Escorts Agri Machinery Inc with Escorts Limited; and
- (iii) **Part C** – dealing with General Terms and Conditions

**PART A  
DEFINITIONS AND SHARE CAPITAL**

1. In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meaning:

- 1.1 **"Act"** means the Companies Act, 1956 or any statutory modifications, amendments or re-enactment thereof for the time being in force.
- 1.2 **"Board"** means the Board of Directors of Escorts Limited or any Committee thereof duly constituted or appointed by the Board for this purpose.
- 1.3 **"Amalgamation"** means for the purpose of Indian laws, "merger" within the meaning of Section 391 to 394 of the Act and for the purposes of the Delaware law, a Sub chapter IX of Delaware General Corporation Law.
- 1.4 **"Appointed Date"** means 1<sup>st</sup> Day of April, 2009 or such other date as the High Court of Punjab & Haryana at Chandigarh may direct.
- 1.5 **"Effective Date"** means the date on which the certified copy of the Order of the High Court of Punjab & Haryana at Chandigarh sanctioning the Scheme is filed with the Registrar of Companies at Punjab & Haryana.
- 1.6 **"EAMI" or the "Transferor Company"** means 'Escorts Agri Machinery Inc', a Corporation incorporated under the General Corporation Law of the State of Delaware on 27<sup>th</sup> day of October, 1998, having its registered office at Corporate Trust Centre, 1209, Orange Street, City of Wilmington, County of New Castle, Delaware, 19801 and corporate address at 1460 WC Cobb RD. Greenville NC 27834, U.S.A
- 1.7 **"Escorts" or the "Transferee Company"** means Escorts Limited, a company incorporated under the Companies Act, 1913 and having its registered office at SCO 232, 1<sup>st</sup> Floor, Sector 20, Panchkula - 134109, Haryana.



- 1.8 "High Court" means the High Court of Punjab & Haryana at Chandigarh, and shall include the National Company Law Tribunal as applicable.
- 1.9 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Arrangement in its present form or with any modification(s) made under Clause 13 of this Scheme as approved or imposed or directed by the High Court.
- 1.10 "Undertaking of EAMI" means and include:
- (a) all the businesses, properties, assets including investments in other Companies whether in India or abroad and liabilities of whatsoever kind and wheresoever situated of EAMI as on Appointed Date;
  - (b) without prejudice to the generality of the foregoing clause, the Undertaking of EAMI shall include all rights, powers, authorities, privileges, liberties and all properties and assets whether movable or immovable, freehold, leasehold, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wheresoever situated including office equipments, inventories, investment in shares, sundry debtors, cash and bank balances, loans and advances, telephones, facsimile, email, internet, leased line connections and other communication facilities and equipment, rights and benefits of all agreements, all records, files, papers, computer programmes, manuals, data and all other interests and rights in or arising out of such property together with all licences, trade marks, patents, copyrights, entitlements and other quotas, if any, held, applied for or as may be obtained hereafter by EAMI or which EAMI is entitled to and all debts, liabilities (contingent or otherwise), responsibilities, duties and obligations of EAMI of whatsoever kind.

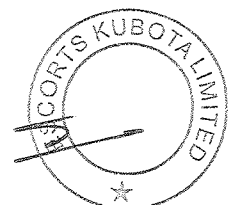
## 2. SHARE CAPITAL

2.1 The share capital of the EAMI as on the latest Balance sheet dated March 31, 2009 was as under:

Particulars	(Amount in US Dollars)
<b>Authorised Capital</b>	
750 shares	11,602,500
<b>Total</b>	<b>11,602,500</b>
<b>Issued Capital</b>	
750 shares	11,602,500
<b>Total</b>	<b>11,602,500</b>
<b>Subscribed and Paid-up</b>	
750 shares	11,602,500
<b>Total</b>	<b>11,602,500</b>

2.2 The share capital of the Escorts as on the latest audited Balance sheet dated September 30, 2008 was as under:

Particulars	(Amount in Rs.)
<b>Authorised Capital</b>	
12,00,00,000 Equity Shares of Rs. 10 each	1,200,000,000
73,00,00,000 Unclassified shares of Rs 100 each	7,300,000,000
<b>Total</b>	<b>8,500,000,000</b>
<b>Issued Subscribed and Paid-up Capital</b>	
9,07,09,496 Equity Shares of Rs.10 each	907,094,960
<b>Total</b>	<b>907,094,960</b>



As on the date of this Scheme being approved by the Board, there is no change in the authorized, issued, subscribed and paid up share capital of Escorts.

**3. DATE OF TAKING EFFECT AND OPERATIVE DATE**

Though the Scheme shall become effective as on the Effective Date, the provisions of this Scheme shall be applicable and come into operation from the Appointed Date.

**PART B**

**AMALGAMATION OF THE TRANSFEROR COMPANY WITH  
THE TRANSFeree COMPANY**

**4. TRANSFER AND VESTING OF UNDERTAKING**

**4.1** Upon the coming into effect of the Scheme and with effect from the Appointed Date and subject to the provisions of the Scheme:

- (a) in relation to the mode of transfer and vesting, the Undertaking of EAMI shall, pursuant to the provisions of Section 394(2) and other applicable provisions of the Act and pursuant to Sub chapter IX of Delaware General Corporation Law, without any further act, instrument or deed, be and shall stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company as a going concern so as to become as and from the Appointed Date, the estate, assets, rights, title, interest and authorities of the Transferee Company, subject however, to all charges, liens, mortgages, if any, then affecting the same or any part thereof.
- (b) The Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme is/are inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modifications will however not affect the other parts of the Scheme.
- (c) All the movable assets of the Transferor Company or assets otherwise capable of transfer by manual delivery or by endorsement and delivery, including cash in hand shall be physically handed over by manual delivery or by endorsement and delivery to the Transferee Company to the end and intent that the property therein passes to the Transferee Company on such manual delivery or endorsement and delivery, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company accordingly.
- (d) In respect of movable assets, other than those specified in sub-clause (c) above, the same shall, as more particularly provided in clause (a) above, without further act, instrument or deed, be transferred and / or deemed to be transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 of the Act and Sub chapter IX of Delaware General Corporation Law.
- (e) With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions, approvals, or consents required to carry on business or operations whether in India or abroad, shall stand vested in or transferred to the Transferee Company without any further act or deed, and shall be appropriately mutated, to the extent necessary, by the statutory authorities concerned therewith in favour of the Transferee Company. The benefit of all statutory and regulatory permissions, approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme.



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- 4.2 All the assets acquired by or belonging to the Transferor Company and all liabilities incurred by the Transferor Company after the Appointed date and before the Effective Date shall also stand transferred to and vested to the Transferee Company in the same manner as specified under clause 4.1 upon the coming into effect of the Scheme.
- 4.3 All liabilities and obligations arising out of the guarantees executed by the Transferor Company relating to the business in favour of the third party shall become the liability/obligation of the Transferee Company which it undertakes to meet, satisfy or discharge.
- 4.4 Any assets or liabilities which is not dealt with above, would be dealt with as may be determined by the Board.

**5. STAFF, WORKMEN & EMPLOYEES**

On the Scheme becoming operative, all staff, workmen and employees of the Transferor Company in service on the Effective Date shall be given an option to become staff, workmen and employees of the Transferee Company with effect from the Appointed Date without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be less favorable than those applicable to them with reference to the Transferor Company immediately preceding the transfer.

**6. PROCEDURE RELATING TO THE WINDING UP OF THE TRANSFEROR COMPANY**

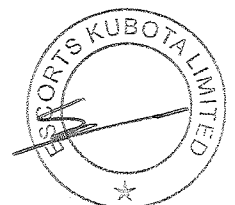
- 6.1. The Transferee Company and the Transferor Company shall cause the Amalgamation to be consummated by filing a High Court order with the Registrar of Companies and certificate of merger with the Secretary of State of the State of Delaware in such form as is required by and executed in accordance with the relevant provisions of the Sub chapter IX of Delaware General Corporation Law respectively.
- 6.2. With effect from the Appointed Date, the separate corporate existence of the Transferor Company shall cease and the Transferee Company shall continue as the surviving corporation post the Amalgamation. The effect of the Amalgamation shall be as provided in the applicable provisions of the Sub chapter IX of Delaware General Corporation Law.

**7. CONTRACTS, DEEDS AND OTHER INSTRUMENTS**

- 7.1. Subject to the other provisions of the Scheme, all contracts, deeds, bonds, arrangements and other instruments of whatsoever nature to which the Transferor Company is a party, or the benefit to which the Transferor Company is eligible, subsisting or operative immediately on or before the Effective Date, shall be in full force and effect against or in favor of the Transferee Company and may be enforced as fully and effectively as if instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto from the inception. The Transferee Company may enter into and / or issue and/or execute deeds, writings or confirmation or enter into any tripartite agreement, confirmations or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

**8. CONSIDERATION**

As EAMI is a wholly-owned subsidiary of Escorts, no consideration shall be payable pursuant to the merger of EAMI into Escorts and the investments in EAMI by Escorts would stand cancelled.



## 9. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFeree COMPANY

On the Scheme becoming effective, Escorts shall account for the merger of EAMI in its books as given below:

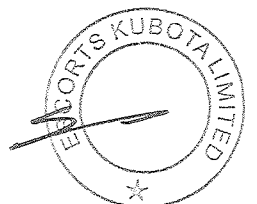
- 9.1. On the Scheme becoming effective, the accounting for merger will be done in accordance with the pooling of interest method referred to in Accounting Standard 14 – Accounting for Amalgamation (AS-14) as the conditions specified in Para 29 of AS-14 are fully complied with for this transfer. Accordingly, Transferee Company shall record all the assets and liabilities of the Transferor Company, transferred to and vested in the Transferee Company, at the respective book values as appearing in the books of Transferor Company.
- 9.2. The investment in the equity share capital of EAMI as appearing in the books of Escorts shall stand cancelled. The inter-corporate deposits / loans/ share application money and advances outstanding between the Transferee Company and the Transferor Company inter-se shall stand cancelled and there shall be no further obligation / outstanding in that behalf.
- 9.3. With effect from the Appointed Date, balances lying to the credit of the Revaluation Reserve, Amalgamation Reserve, Capital Redemption Reserve and Share Forfeiture Reserve in the books of account of the Transferee Company shall be credited to "Business Reconstruction Reserve", to such extent and in such manner as may be determined by the Board as it may deem fit in the best interests of the Transferee Company.

Further, the Transferee Company may revalue all or such of the immovable properties in the form of Land and Building, as it considers relevant and appropriate, at their respective fair values as on April 1, 2009 and the corresponding credit / debit shall be given in the Business Reconstruction Reserve Account.

The aggregate amount under the Business Reconstruction Reserve so created would be utilized, to the extent considered necessary and appropriate by the Board from time to time, to adjust the difference, between the value of Investments in the Transferor Company recorded in the books of the Transferee Company and the Net assets of the Transferor Company transferred to the Transferee Company, all the expenses / costs incurred in carrying out and implementing this Scheme, any unrealizable assets of the Transferee Company, whether fixed or current, Profit and Loss Account Debit Balance, Miscellaneous Expenditure or any write down in the value of the investments, either equity or preference, excess depreciation on account of revaluation of fixed assets, until the balance is available in such account. Adjustment of such excess depreciation and any other assets would be done by giving appropriate disclosure in the financial statement of the Transferee Company.

After giving effect to the diminution, Transferee Company would reinstate the Investments at their fair value, as may be determined by the Board any valuer / consultant appointed by the Board in this regard.

- 9.4. Any adjustments resulting from alignment of accounting policies to the book values of the Transferor company at the Appointed date including but not limited to adjustments relating to the restatement of the balance sheet , on the Appointed Date, of the Transferor Company from the respective countries generally accepted accounting policies to Indian generally accepted accounting principles will be debited / credited to the balance of the Business Reconstruction Reserve as at the Appointed Date in the books of the Transferee Company.
- 9.5. As and when the Board of Escorts determines that a part or whole of the balance remaining in Business Reconstruction Reserve Account is no longer required for making any such provisions, then such part or whole of the balance, so determined, can be transferred to the respective reserves or the General Reserve Account and shall be deemed to be such reserve(s) for all purposes under the provisions of the Act. Further, for the purposes of the consolidated accounts of Escorts, an identical accounting treatment shall be followed as applicable.



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**10. CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE**

10.1. With effect from the Appointed Date and up to the Effective Date:

- The Transferor Company shall carry on and be deemed to have carried on their business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of their entire business and undertakings for and on account of and in trust for the Transferee Company;
- All the profits or income accruing or arising to the Transferor Company or expenditure or losses incurred by the Transferor Company or taxes paid by the Transferor Company shall for all purposes be treated and deemed to be the profits or income or expenditure or losses (as the case may be) or taxes paid of the Transferee Company; and
- The Transferor Company shall carry on their business and activities with reasonable diligence and business prudence and shall not venture into/expand any new businesses, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business without the prior written consent of the Transferee Company.

**11. SAVING OF CONCLUDED TRANSACTIONS**

The transfer of Undertaking of EAMI pursuant to this Scheme shall not affect any transaction or proceedings already concluded or liabilities incurred, or any liabilities discharged by the Transferor Company, on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company shall accept and adopt all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

**12. LEGAL PROCEEDINGS**

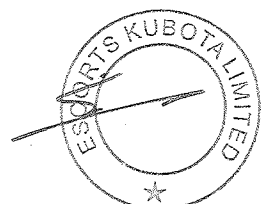
- 12.1. Save and except the legal proceedings filed or may be filed by Universal Tractor Holdings LLC (a Delaware Limited Liability Company) having its office at c/c Universal Tractor S.A. 5A Turnului Street, Brasov 500152, Romania and /or C/o Hartzell & Whiteman, LLP having its office at 2626 Glenwood Ave. Ste. 500, Raleigh NC - 27608, and / or any other creditor or for and on behalf of the creditors of any subsidiary of the Transferor Company, which shall be dealt with in accordance with Laws of the State of Delaware; U.S.A. (i.e; the place of registration of the Transferor Company), all legal proceedings of whatever nature by or against the Transferor Company pending and/or arising at or after the Appointed Date as and from the Effective Date shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme of Arrangement or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.
- 12.2. Subject to clause 12.1 above, the Transferee Company undertakes to have all legal and other proceedings initiated by or against the Transferor Company referred to in Clause 12.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

**Part C**

**GENERAL TERMS & CONDITIONS**

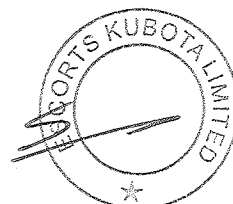
**13. MODIFICATION / AMENDMENT TO THE SCHEME**

- 13.1. Board by themselves or through a committee appointed by them in this behalf, may, in their full and absolute discretion assent to any alteration or modification to this Scheme which either they may deem fit, or which the High Court and/or any authority may deem fit to approve or impose.





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- 13.2. Further, the Board either by themselves or through a committee appointed by them in this behalf, may give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of the Scheme or implementation hereof or in any matter whatsoever connected therewith.
- 13.3. In the event of any of the conditions that may be imposed by the High Court or other authorities which the Board may find unacceptable for any reason, then the Board are at liberty to withdraw the Scheme.
- 14. APPLICATION TO THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH OR SUCH OTHER APPROPRIATE AUTHORITY**
- 14.1. The Transferee Company shall make application(s) / petition(s) under Sections 391 and 394 and other applicable provisions of the Act to the Hon'ble High Court of Punjab & Haryana at Chandigarh or such other competent authority, for sanction of this Scheme.
- 14.2. The Transferor Company shall initiate and pursue all actions necessary under the Laws of State of Delaware, including filings of the order of the High Court of Punjab & Haryana at Chandigarh, if required with the appropriate authorities to enable them to strike off the name of the Transferor Company. The Transferor Company shall take necessary steps for their dissolution without winding up, and apply for and obtain such other approvals, if required under the law.
- 15. SCHEME CONDITIONAL ON APPROVAL / SANCTIONS**
- The Scheme is conditional upon and subject to the following:
- The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme;
  - The sanction of the Hon'ble High Court of Punjab & Haryana at Chandigarh or any other appropriate authority under Section 391 and 394 of the Act under the said provisions and to the necessary order or orders under Section 394 of the Act being obtained and the same being filed with the Registrar of Companies at Punjab & Haryana;
  - Compliance by EAMI of all the necessary and applicable provisions of the laws of the State of Delaware; and
  - Filing of certificate of merger with the Secretary of State of the State of Delaware.
- 16. EFFECT OF NON RECEIPT OF APPROVALS**
- In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained and/ or the Scheme not being sanctioned by the Hon'ble High Court of Punjab & Haryana at Chandigarh or such other competent authority, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme.
- 17. COSTS**
- All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed), incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by the Transferee Company except under circumstances set out in Clause 16 above.



IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT CHANDIGARH.

C.P. NO. 60 OF 2012  
connected within  
C.P. No. 37 of 2012.

IN THE MATTER OF:

SECTION 391 and 394 OF THE COMPANIES ACT, 1956

AND IN THE MATTER OF:

Scheme of Arrangement and Amalgamation of ESCORTS CONSTRUCTION EQUIPMENT LIMITED; ESCOTRAC FINANCE AND INVESTMENTS PRIVATE LIMITED; ESCORTS FINANCE INVESTMENTS AND LEASING PRIVATE LIMITED with ESCORTS LIMITED and their respective shareholders and creditors.

AND IN THE MATTER OF

ESCORTS CONSTRUCTION EQUIPMENT LIMITED; a company incorporated under the Companies Act, 1956 and having its Registered Office at SCO-232, 1st Floor, Sector-20, Panchkula-134109, Haryana

... Petitioner Company 1 /Transferor Company- 1

AND

ESCOTRAC FINANCE AND INVESTMENTS PRIVATE LIMITED; a company incorporated under the Companies Act, 1956 and having its Registered Office at SCO-232, 1st Floor, Sector-20, Panchkula-134109, Haryana

... Petitioner Company 2 /Transferor Company-2

AND

ESCORTS FINANCE INVESTMENTS AND LEASING PRIVATE LIMITED; a company incorporated under the Companies Act, 1956 and having its Registered Office at SCO-232, 1st Floor, Sector-20, Panchkula-134109, Haryana

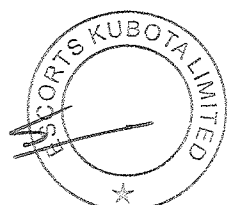
... Petitioner Company 3/Transferor Company-3

WITH

ESCORTS LIMITED; a company incorporated under the Companies Act, 1913, and having its Registered Office at SCO-232, 1st Floor, Sector-20, Panchkula-134109, Haryana

... Petitioner Company 4/Transferee Company

Petition under Sections 391 & 394 of the Companies Act, 1956 for Sanction of the Scheme of Arrangement and Amalgamation of Escorts Construction Equipment Limited; and Escotrac Finance and Investments Private Limited; and Escorts Finance Investments and Leasing Private Limited with Escorts Limited and their respective shareholders and creditors.



**Prayer:**

It is, therefore, respectfully prayed that this Hon'ble Court may be pleased to:

- A Sanction the Scheme (Annexure P-1) so as to binding on all shareholders and creditors of the petitioner companies, i.e., the three Transferor Companies and the Transferee Company, and upon the petitioner companies themselves.
- B Issue notice to the Central Government, through all regional Director, (Northern Region), Ministry of Corporate Affairs, as required under section 394A of the Act, calling for the report with regard to the Scheme (Annexure-P-1).
- C Issue notice to the Official Liquidator attached to this Hon'ble Court as required under Section 394 of the Act.
- D Direct notice of the hearing in the present petition to be ordered to be published in the Financial Express (English) and in the Dainik Tribune (Hindi) and the official gazette of Govt. of Haryana; as required under Rule 80 of the Companies (Court) Rules, 1959.
- E To order publication of the sanction of the scheme of Arrangement and Amalgamation of Escorts Construction Equipment Limited; and Escotrak Finance and Investments Private Limited; and Escorts Finance Investments and Leasing Private Limited with Escorts Limited and their respective shareholders and creditors.
- F Issue such further or other orders/ or directions as this Hon'ble Court may deem fit and proper.
- G Allow the present petition.

**C.P. No. 37 of 2012.**

**IN THE MATTER OF:**

SECTION 391 and 394 OF THE COMPANIES ACT, 1956

**AND IN THE MATTER OF:**

Scheme of Arrangement and Amalgamation of ESCORTS CONSTRUCTION EQUIPMENT LIMITED; ESCOTRAC FINANCE AND INVESTMENTS PRIVATE LIMITED; ESCORTS FINANCE INVESTMENTS AND LEASING PRIVATE LIMITED with ESCORTS LIMITED and their respective shareholders and creditors.

**AND IN THE MATTER OF**

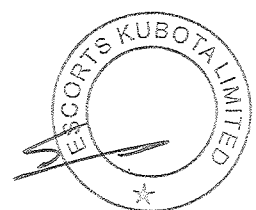
**ESCORTS CONSTRUCTION EQUIPMENT LIMITED;** a company incorporated under the Companies Act, 1956 and having its Registered Office at SCO-232, 1st Floor, Sector-20, Panchkula-134109, Haryana

... Petitioner Company 1 /Transferor Company- 1

**AND**

**ESCOTRAC FINANCE AND INVESTMENTS PRIVATE LIMITED;** a company incorporated under the Companies Act, 1956 and having its Registered Office at SCO-232, 1st Floor, Sector-20, Panchkula-134109, Haryana

... Petitioner Company 2 /Transferor Company-2

**AND**

**ESCORTS FINANCE INVESTMENTS AND LEASING PRIVATE LIMITED**; a company incorporated under the Companies Act, 1956 and having its Registered Office at SCO-232, 1st Floor, Sector-20, Panchkula-134109, Haryana

... Petitioner Company 3/Transferor Company-3

**WITH**

**ESCORTS LIMITED**; a company incorporated under the Companies Act, 1913, and having its Registered Office at SCO-232, 1st Floor, Sector-20, Panchkula-134109, Haryana

... Petitioner Company 4/Transferee Company

**Petition under Sections 391 & 394 of the Companies Act, 1956 for Sanction of the Scheme of Arrangement and Amalgamation of Escorts Construction Equipment Limited; and Escotrae Finance and Investments Private Limited; and Escorts Finance Investments and Leasing Private Limited with Escorts Limited and their respective shareholders and creditors.**

**Prayer:**

It, is therefore, respectfully prayed that this Hon'ble Court may be pleased to:-

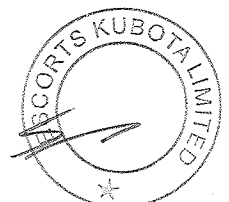
- a) Issue necessary directions or orders for dispensation of the meetings of the equity shareholders of Transferor Company 1, Transferor Company 2, Transferor Company 3 and the Transferee Company in view of the averments made hereinabove.
- b) Issue necessary directions or orders for dispensation of the meetings of the preference shareholders (all classes) of Transferor Company 2 and Transferor Company 3 in view of the averments made hereinabove.
- c) Issue necessary directions or orders for dispensation of the meetings of secured and unsecured creditors of Transferor Company 1 in view of the averments made hereinabove.
- d) Allow exemption of the meetings of secured creditors of Transferor Company 2 and Transferor Company 3 in view of the averments made hereinabove.
- e) Issue necessary directions or orders for dispensation of the meetings of unsecured creditors of Transferor Company 2 and Transferor Company 3 in view of the averments made hereinabove.
- f) Issue necessary directions or orders for dispensation of the meetings of secured and unsecured creditors of the Transferee Company in view of the averments made hereinabove.
- g) Issue such further or other orders/or directions be given as this Hon'ble Court may deem fit and proper.
- h) Allow the present petition.

**Before Hon'ble Mr. Justice Surya Kant.**

Dated 9th of August, 2012

and

Dated 5th of September, 2012



### Order on Petition

That the above Company Petition No. 37 of 2012 came up for hearing on 18.04.2012; upon reading the said petition, the order dated 18.04.2012, whereby meetings of the Equity and Preference share holders of the Transferor companies, Un-secured Creditors of Transferor Company No. 2 & 3 and Secured Creditors of Transferor Company No. 1 and Transferee Company were dispensed with and it was further directed that separate meetings of the Unsecured Creditors of the Transferor Company No. 1 and Equity Shareholders & Un-secured Creditors of the Transferee Company be held on 20.05.2012 for the purpose of considering and, if thought fit, approving with or without modification the Scheme of Arrangement and Amalgamation proposed to be made between transferor and transferee companies and their respective Shareholders and Creditors; and annexed to the affidavit dated 26.03.2012 of Sh. Prabhat Kumar, Authorised signatory of the Transferor and Transferee Companies; also upon perusing the 'Financial Express' (Chandigarh Edition) dated 24.04.2012, 'Dainik Tribune (Hindi)' (Chandigarh Edition) dated 24.04.2012 and official Gazette of the Government of Haryana dated 24.04.2012, each containing the advertisement of the notice of the meetings directed to be held vide order dated 18.04.2012; and the affidavits of Sh. Prabhat Kumar, Authorised Signatory of the Transferor Company No. 1 dated 07.05.2012 showing publication and despatch of the notices convening the said meetings, the reports of Sh. Manoj K. Sood and Sh. Praveen K. Gupta, Advocates, the Chairmen of the said meetings dated 20.05.2012 and 24.05.2012, respectively, as to the result of the said meetings and upon hearing Ms. Munisha Gandhi, Advocate for the petitioner - Transferor and Transferee Companies and it appearing from the report that the proposed scheme of Arrangement and Amalgamation has been approved unanimously by the Un-secured Creditors of the Transferor Company No. 1 and Equity Shareholders & Un-secured Creditors of the Transferee company, as the case may be, present and voting in person or by proxy.

This Court doth hereby sanction the Scheme of Arrangement and Amalgamation set forth in the Company Petition(s) and in the Schedule hereto and doth hereby declare the same to be binding on the Shareholders and Creditors of the transferor and transferee companies and all concerned, and the scheme shall come into operation on completion of all formalities:

And

This Court doth further order that a notice of the order sanctioning the Scheme shall be duly notified by public notice in the 'Financial Express' (English) and 'Dainik Tribune' (Vernacular) both Chandigarh Edition and in the official Gazette of the Government of Haryana.

That the said companies do file with the Registrar of Companies a certified copy of this order within 30 days from the date of receipt of certified copy of the same.

Any person interested shall be at liberty to approach this Court in the above matter for any directions that may be necessary.

### SCHEDULE

Scheme of Arrangement and Amalgamation as sanctioned by the Court

(See next page)



SCHEME OF ARRANGEMENT AND AMALGAMATION  
OF  
ESCORTS CONSTRUCTION EQUIPMENT LIMITED  
ESCOTRAC FINANCE AND INVESTMENTS PRIVATE LIMITED  
ESCORTS FINANCE INVESTMENTS AND LEASING PRIVATE LIMITED  
WITH  
ESCORTS LIMITED  
AND  
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

Under Sections 391 to 394 and other applicable provisions of the Companies Act, 1956

This Scheme of Arrangement is presented under Section 391 to 394 of the Companies Act, 1956 ("the Act"), for the amalgamation of Escorts Construction Equipment Limited, Escotrac Finance And Investments Private Limited, Escorts Finance Investment and Leasing Private Limited with Escorts Limited.

The Scheme is divided into following parts:

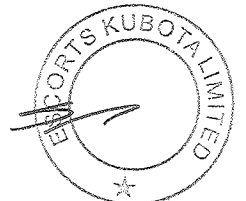
- (i) **Part A** - dealing with Definitions and Share Capital;
- (ii) **Part B** - dealing with the amalgamation of Escorts Construction Equipment Limited, Escotrac Finance And Investments Private Limited, Escorts Finance Investment and Leasing Private Limited with Escorts Limited;
- (iii) **Part C** - dealing with General Terms and Conditions

**PART A**  
**DEFINITIONS AND SHARE CAPITAL**

**I DEFINITIONS**

In this Scheme unless inconsistent with the subject or context, the following expressions shall have the following meanings:

- 1.1 "Act" means the Companies Act, 1956 and shall include any statutory modification, or amendment thereof for the time being in force.
- 1.2 "Appointed Date" means the 1st day of October 2011 or such other date as may be directed by the High Court of Punjab & Haryana.
- 1.3 "Board of Directors" in relation to the Transferee Company and each of the Transferor Companies, as the case may be, shall, unless it is repugnant to the context or otherwise, include the committee of directors or any person authorized by the Board of Directors or such committee of directors.



- 1.4 "Effective Date" or "coming into effect to this Scheme" or "upon the Scheme becoming effective" means the last of the dates on which the certified copy of the Order of the High Court of Judicature of Punjab & Haryana at Chandigarh sanctioning the Scheme is filed with the Registrar of Companies, NCT of Delhi & Haryana by all the Transferor companies and the Transferee company.
- 1.5 "High Court" means the High Court of Punjab & Haryana at Chandigarh.
- 1.6 "Law" or "Applicable Law" includes all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal, board, Court of India or any other country or jurisdiction as applicable.
- 1.7 "Record date" means the Effective Date, with reference to which the eligibility of the shareholders of the Transferor Companies for allotment of shares in the Transferee Company in terms of this Scheme shall be determined.
- 1.8 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Arrangement in its present form as approved by the respective Board of Directors of the Transferor Companies and the Transferee Company or with any modification(s) approved or imposed or directed by the High Court.
- 1.9 "Transferee Company" or "Escorts" means Escorts Limited having its registered office at SCO-232, 1st Floor, Sector-20, Panchkula, Haryana-134109.
- 1.10 "Transferor Company 1" or "ECEL" means Escorts Construction Equipment Limited having its registered office at Plot No 219, Sector 58, Ballabhgarh, Faridabad, Haryana-121004.
- 1.11 "Transferor Company 2" or "Escotrac" means Escotrac Finance And Investments Private Limited having its registered office at SCO-232, 1st Floor, Sector-20, Panchkula, Haryana-134109.
- 1.12 "Transferor Company 3" or "EFILL" means Escorts Finance Investments and Leasing Private Limited having its registered office at SCO-232, 1st Floor, Sector-20, Panchkula, Haryana-134109.
- 1.13 "Transferor Companies" means and includes all three Transferor Companies namely:
- i). Escorts Construction Equipment Limited ("Transferor Company 1")
  - ii). Escotrac Finance And Investments Private Limited ("Transferor Company 2")
  - iii). Escorts Finance Investments and Leasing Private Limited ("Transferor Company 3").
- 1.14 "Undertaking" in relation to each of the Transferor Company, shall mean all the Undertakings and entire businesses of each of the Transferor Company on a going concern basis, including (without limitation):
- (a) all the businesses, properties, assets and liabilities of whatsoever kind and wheresoever situated as on Appointed Date;
  - (b) without prejudice to the generality of the foregoing clause, the Undertaking of each of the Transferor Company shall include all rights, powers, authorities, privileges, liberties and properties and assets (whether movable or immovable, freehold or leasehold, tangible or intangible, real or personal, corporeal or incorporeal, present or contingent) of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and / or in the control of or vested in or granted in favour of or enjoyed by the Transferor Company such as industrial and other licenses, permits, quotas, approvals, import entitlements, excise license and registrations, lease, tenancy rights in relation to office and residential properties, permissions, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates) and other securities, buildings, plant and machinery, office equipments, vehicles, laptops, office computer systems, and its accessories, inventories / stock-in-hand, sundry debtors, cash and bank balances, loans and advances, contingent rights or benefits, book debts, receivables, actionable



claims, earnest moneys, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, go downs, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, designs and other intellectual property rights of any nature whatsoever, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including sales tax deferrals, title, interests, other benefits (including tax benefits), easements, privileges, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad.

- (c) All liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations of the Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized
- (d) All agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, fuel linkages, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Transferor Company's business activities and operations
- (e) All intellectual property rights, records, files, papers, computer programmes, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the Transferor Company's business activities and operations;

1.15 "Undertakings" means and includes each of the Undertaking of all the three Transferor Companies.

All terms and words which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning prescribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

## 2 SHARE CAPITAL

Details of the share capital are given below:

### 2.1 Escorts (As on September 30, 2011)

Particulars	Rupees in Lacs
<b>Authorized Capital:</b>	
12,00,00,000 Equity Shares of Rs. 10/- each	12,000.00
7,30,00,000 Unclassified shares of Rs. 100/- each	73,000.00
<b>Total</b>	<b>85,000.00</b>
<b>Issued, Subscribed and Paid-up Capital:</b>	
10,56,18,036 Equity shares of Rs.10 each	10,562.00
Less: Amount recoverable from Escorts Employees Benefit & Welfare Trust (face value of 33,13,612 shares allotted to Trust)	(331.00)
<b>Total</b>	<b>10,231.00</b>





As on the date of this Scheme being approved by the Board, there is no change in the authorized, issued, subscribed and paid up share capital of Escorts. Shares of Escorts are listed on National Stock Exchange of India, Bombay Stock Exchange Limited and Delhi Stock Exchange Limited.

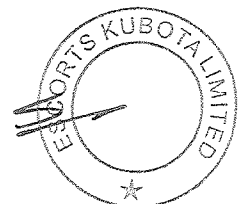
**2.2 ECEL (As on September 30, 2011):**

Particulars	Rupees in Lacs
<b>Authorized Capital:</b>	
11,90,00,000 Equity Shares of Rs. 10/- each	11,900.00
3,10,00,000, 5% Redeemable Optionally Convertible Cumulative Preference Shares of Rs.10 each	3,100.00
<b>Total</b>	<b>15,000.00</b>
<b>Issued, Subscribed and Paid-up Capital:</b>	
11,39,64,497 Equity Shares of Rs. 10/- each	11,396.45
5% Redeemable Optionally Convertible Cumulative Preference Shares of Rs.10 each	---
<b>Total</b>	<b>11,396.45</b>

As on the date of this Scheme being approved by the Board, there is no change in the authorized, issued, subscribed and paid up share capital of ECEL. The shares of ECEL are not listed on any of the stock exchanges.

**2.3 ESCOTRAC (As on March 31, 2011):**

Particulars	Rupees in Lacs
<b>Authorized Capital:</b>	
8,10,00,000 Equity Shares of Rs. 10/- each	8,100.00
2,00,00,000, 10% Redeemable Non-cumulative Preference Shares of Rs.10 each	2,000.00
5,60,00,000, 5% Non-cumulative Redeemable Preference Shares of Rs.10 each	5,600.00
<b>Total</b>	<b>15,700.00</b>
<b>Issued Capital:</b>	
8,08,00,000 Equity Shares of Rs. 10/- each	8,080.00
2,00,00,000, 10% Redeemable Non-cumulative Preference Shares of Rs.10 each	2,000.00
5,56,40,000, 5% Non-cumulative Redeemable Preference Shares of Rs.10 each	5,564.00
<b>Total</b>	<b>15,644.00</b>
<b>Subscribed and Paid-up Capital:</b>	
8,03,00,000 Equity Shares of Rs. 10/- each	8,030.00
1,60,00,000, 10% Redeemable Non-cumulative Preference Shares of Rs.10 each	1,600.00
4,84,40,000, 5% Non-cumulative Redeemable Preference Shares of Rs.10 each	4,844.00
<b>Total</b>	<b>14,474.00</b>



As on the date of this Scheme being approved by the Board, there is no change in the authorized, issued, subscribed and paid up share capital of Escotrac. The shares of Escotrac are not listed on any of the stock exchanges.

**2.4 EFILL (As on March 31, 2011):**

Particulars	Rupees in Lacs
<b>Authorized Capital:</b>	
8,10,00,000 Equity Shares of Rs. 10/- each	8,100.00
51,00,000, 5% Non-Cumulative Redeemable Preference shares of Rs. 100 each	5,100.00
<b>Total</b>	<b>13,200.00</b>
<b>Issued Capital:</b>	
8,08,00,000 Equity Shares of Rs. 10/- each fully paid-up	8,080.00
50,63,000, 5% Non-Cumulative Redeemable Preference shares of Rs. 100 each fully paid-up redeemable on or before March 2013	5,063.00
<b>Total</b>	<b>13,143.00</b>
<b>Subscribed and Paid-up Capital:</b>	
8,03,00,000 Equity Shares of Rs. 10/- each fully paid-up	8,030.00
43,82,000, 5% Non-Cumulative Redeemable Preference shares of Rs. 100 each fully paid-up redeemable on or before March 2013	4,382.00
<b>Total</b>	<b>12,412.00</b>

As on the date of this Scheme being approved by the Board, there is no change in the authorized, issued, subscribed and paid up share capital of EFILL. The shares of EFILL are not listed on any of the stock exchanges.

**3 DATE OF TAKING EFFECT AND OPERATIVE DATE OF THE SCHEME**

The Scheme set out herein in its present form or with any modification(s) and amendments made under Clause 18 of the Scheme shall be effective from the Appointed Date but shall be operative from the Effective Date.

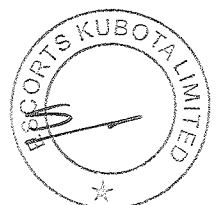
**PART B**

**AMALGAMATION OF THE TRANSFEROR COMPANIES WITH THE  
TRANSFeree COMPANY**

**4 TRANSFER AND VESTING OF UNDERTAKINGS**

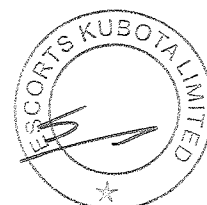
- 4.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of the Scheme in relation to the mode of transfer and vesting, the Undertakings of the Transferor Companies shall, pursuant to the provisions of Section 394(2) and other applicable provisions of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company, each as a going concern so as to become the Undertakings of the Transferee Company by virtue of and in the manner provided in this Scheme.

Further, this clause of the Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income-tax Act, 1961. If any term(s) or provision(s) of the Scheme is/are inconsistent with the

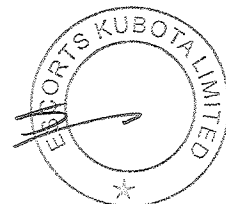


provisions of Section 2(1B) of the Income-tax Act, 1961, the provisions of Section 2(1B) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modifications will, however, not affect the other clauses of the Scheme.

- 4.2 All assets and properties of the Transferor Companies as on the Appointed Date and all assets and properties which are acquired by the Transferor Companies after the Appointed Date and prior to the Effective Date shall be deemed to be and shall become the assets and properties of the Transferee Company, and shall under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 391 to 394 of the Act, provided however that no onerous asset shall have been acquired by the Transferor Companies after the date of filing of the Scheme without the prior written consent of the Board of Directors of the Transferee Company.
- 4.3 In respect of such of the assets of the Transferor Companies as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, or transfer by vesting and recordal pursuant to the Scheme, the same shall stand transferred to the Transferee Company on the Effective date and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the Undertaking, without requiring any separate deed or instrument or conveyance for the same.
- 4.4 In respect of such of the assets of the Transferor Companies other than those referred to in Clause 4.3 above, including but not limited to sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall without any further act, instrument or deed, be and stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Section 394 of the Act.
- 4.5 Upon coming into effect of this Scheme, all permits, registrations, approvals, consents, statutory licenses, licenses to set up and operate any business or business units, quotas, rights, entitlements, any other licenses (including but not limited to those relating to trademarks, tenancies, patents, copyrights, designs), leases, conveyance deed [specifically including the conveyance deed in respect of the land situated at Plot No. 219, Sector 58, Ballabhgarh (Faridabad) Haryana - 121004 including related rights, titles, approvals etc. pertaining thereto], privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Transferor Companies, shall remain in full force and effect in favour of or against the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company has been a party or beneficiary or obligee thereto.
- 4.6 Upon coming into effect of this Scheme and with effect from the Appointed Date all liabilities relating to and comprised in the Undertaking including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the Transferor Companies of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations (herein referred to as the Liabilities), shall, pursuant to the sanction of this Scheme by the High Courts and under the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with, any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause.



- 4.7 All debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date, whether or not provided in the books of the Transferor Companies, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Companies on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.
- 4.8 Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date have been discharged or satisfied by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.
- 4.9 All loans raised and utilised and all liabilities, duties and obligations incurred or undertaken by the Transferor Companies in the ordinary course of its business after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 391 to 394 of the Act, without any further act, instrument or deed be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- 4.10 Subject to the provisions of Clause 4.12 & 4.13, all inter party transactions between the Transferor Companies *inter-se* and between the Transferor Companies and the Transferee Company as may be outstanding on the Appointed Date or which may take place subsequent to the Appointed Date and prior to the Effective Date, shall be considered as inter party transactions for all purposes from the Appointed Date. Any loans or other obligations, if any, due *inter-se* i.e. between the Transferor Companies *inter-se* and between the Transferor Companies and the Transferee Company as on the Appointed Date, and thereafter till the Effective Date, shall stand automatically extinguished. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.
- 4.11 Investments (equity and/or preference) of EFILL in Escotrac and vice-versa, and Investment (equity and/or preference) of Escorts in EFILL & Escotrac, if any, shall stand cancelled upon the Scheme becoming effective as EFILL and Escotrac shall stand dissolved without being wound up upon the Scheme becoming effective.
- 4.12 In so far as the equity shares of ECEL held by Escorts, either singly or jointly, are concerned, the said equity shares of ECEL shall not get cancelled but shall, under, pursuant to and by virtue of this Scheme and simultaneous to all other steps/actions pursuant to this Scheme and on the effective date and without any further act or deed or matter or thing, stand transferred to and vested in Escorts Benefit & Welfare Trust, which Trust shall be settled by Escorts upon the approval of the Scheme by its Board of Directors and prior to the filing of the petition for sanction of the Scheme before the Hon'ble High Court. These shares shall be held by the board of trustees of the Escorts Benefit & Welfare Trust, with all additions or accretions thereto in trust for the benefit of Escorts (including its successor or successors subject to the powers, provisions, discretions, rights and agreements contained in the Escorts Benefit & Welfare Trust Deed on such terms and conditions as may be set out in the Escorts Benefit & Welfare Trust Deed) and continued to be held by the Escorts Benefit & Welfare Trust on the Record date.
- 4.13 Notwithstanding anything contained in any other clause of the Scheme, in so far as the equity shares held by EFILL and Escotrac in Escorts and Escorts Finance Limited are concerned, EFILL and Escotrac shall individually, under, pursuant to and by virtue of this Scheme and simultaneous to all other steps/actions pursuant to this Scheme and on the effective date and without any further act or deed or matter or thing, transfer all the shares of Escorts and Escorts Finance Limited held by them on such date to the Board of Trustees of the EFILL Benefit Trust and the Escotrac Benefit Trust respectively to have and to hold EFILL and Escotrac's investment in shares of Escorts and Escorts Finance Limited in trust together with all additions or accretions thereto in trust for the benefit of EFILL and Escotrac respectively and its successor or successors subject to the powers, provisions, discretions, rights and agreements contained in the instrument ("the Trust Deed") establishing the



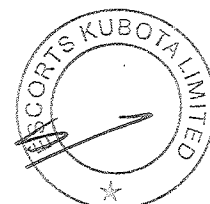
aforesaid trusts ("the EFILL Benefit Trust" and "the Escotrac Benefit Trust") on such terms and conditions as may be set out in the Trust Deed. The Trusts shall be settled by EFILL and Escotrac respectively upon the approval of the Scheme by its Board of Directors and prior to the filing of the petition for sanction of the Scheme before the Hon'ble High Court., Further, since upon this Scheme becoming effective, the beneficiary under the EFILL Benefit Trust and the Escotrac Benefit Trust would be Escorts and the objective of the EFILL Benefit Trust and the Escotrac Benefit Trust and the Escorts Benefit & Welfare Trust, would be the same, for operational convenience, upon this Scheme becoming effective, the beneficial interest in the EFILL Benefit Trust and the Escotrac Benefit Trust shall without any further act or deed be transferred and vested in the Trustees of the Escorts Benefit & Welfare Trust and consequently, without any further act or deed, the shares/properties held by Trustees of EFILL Benefit Trust and the Escotrac Benefit Trust shall stand transferred to the Trustees of the Escorts Benefit & Welfare Trust. Consequently, the EFILL Benefit Trust and the Escotrac Benefit Trust shall be deemed to have been dissolved / revoked on the Effective Date.

## 5 ENCUMBRANCES

- 5.1 The transfer and vesting of the assets comprised in the Undertakings to and in the Transferee Company under Clauses 4 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.
- 5.2 All the existing securities, mortgages, charges, encumbrances or liens (the Encumbrances.), if any, as on the Appointed Date and created by the Transferor Companies after the Appointed Date, over the assets comprised in the Undertakings or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to Liabilities of the Transferor Companies, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Companies over its assets after the date of filing of the Scheme without the prior written consent of the Board of Directors of the Transferee Company.
- 5.3 The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.
- 5.4 Any reference in any security documents or arrangements (to which the Transferor Companies are party) of the Transferor Companies and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Companies transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Companies and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.
- 5.5 Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.

## 6 LEGAL PROCEEDINGS

- 6.1 On and from the Appointed Date, all suits, actions, benefits and legal proceedings of whatsoever nature by or against the Transferor Companies pending in any court or before any authority, judicial, quasi judicial or administrative, any adjudicating authority shall be continued and/or enforced until the Effective Date as desired by the Transferee Company and on and from the Effective Date, shall be continued and/or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same has been and/or pending and/or arising by or against the Transferee Company.
- 6.2 Further, if any suit, appeal, benefits or other legal or quasi-legal proceedings of whatever nature by or against Transferor Companies be pending, the same shall not abate, be discontinued or be in any way be prejudicially affected by reason of the



transfer of the business and/or Undertaking or of anything contained in this Scheme of the Transferor Companies but the proceedings may be continued, prosecuted and enforced by or against Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against Transferor Companies as if this Scheme had not been made.

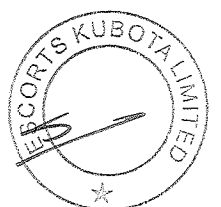
## **7 CONTRACTS, DEEDS, ETC.**

- 7.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, including contracts for tenancies and licenses, deeds, bonds, agreements, incentives, understandings and other instruments, if any, of whatsoever nature to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible and which are subsisting or having effect on the Effective Date, without any further act, instrument or deed, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectively as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto.
- 7.2 Without prejudice to other provisions of this Scheme and notwithstanding the fact that the vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement to which the Transferor Companies are a party as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to carry out or perform all formalities or compliances required for the purposes referred to above on the part of the Transferor Companies.
- 7.3 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming in to effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, power of attorney given by, issued to or in favour of the Transferor Companies in relation to their respective Undertakings shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company.

## **8 TRANSACTIONS BETWEEN APPOINTED DATE AND EFFECTIVE DATE**

With effect from the appointed date up to the Effective Date:

- a) The Transferor Companies shall carry on and be deemed to have carried on the business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the said undertakings, for and on account of and in trust for Transferee Company
- b) All profits or incomes accruing or arising to the Transferor Companies or expenditure or losses arising or incurred by the Transferor Companies shall for all purposes be treated as the profits or incomes or expenditure or losses of Transferee Company, as the case may be
- c) The Transferor Companies shall carry on their business activities with reasonable diligence, business prudence and shall not sell, alienate, charge, mortgage, encumber or otherwise deal with or dispose of the assets comprising the undertaking or any part thereof or undertake any financial commitments of any nature whatsoever, except in the ordinary course of business or without the prior consent of Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Companies prior to Appointed Date;
- d) Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Government and all other agencies, departments and authorities concerned as may be necessary under any law for such consents, approvals, sanctions and registration which Transferee Company may require to carry on the businesses of the Transferor Companies and to give effect to the Scheme;



- e) The Transferor Companies shall not undertake any new business or substantially expand its existing business except by and with consent of the Board of Directors of the Transferee Company.

#### 9 SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the Undertakings of the Transferor Companies under clause 4 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Companies as acts, deeds and things made, done and executed by the Transferee Company.

#### 10 STAFF, WORKMEN & EMPLOYEES

Upon the coming into effect of this Scheme and with effect from the Appointed Date, all staff, workmen and employees of the Transferor Companies in service on the Effective Date shall become the staff, workmen and employees of the Transferee Company with effect from the Appointed Date without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be less favorable than those applicable to them in the Transferor Companies on the Effective Date. It is clarified that the employees of the Transferor Companies who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the Transferee Company (including the benefits of or under any Employee Stock Option Schemes applicable to or covering all or any of the employees of the Transferee Company), unless otherwise determined by the Board of Directors of the Transferee Company.

- 10.1 Existing benefits such as provident fund, gratuity fund, pension and/or superannuation fund or any other special fund or retirement funds or benefits, if any, created or existing for the benefit of the employees of the Transferor Companies (collectively referred to as the "Funds") and the investments made out of such Funds shall, at an appropriate stage, be transferred to the Transferee Company to be held for the benefit of the concerned employees. The funds shall, subject to the necessary approvals and permission and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Companies or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own fund with respect to any such Funds, the Transferee Company may, subject to necessary approvals and permissions, continue to maintain the existing Funds separately and contribute thereto, until such time as the Transferee Company creates its own funds at which time the Funds and the investments and contributions pertaining to the employees of the Transferor Companies shall be transferred to such funds of the Transferee Company.

- 10.2 It is clarified that services of the employees of the Transferor Companies will be treated in continuation for the purpose of said fund or funds or trust.

#### 11 BUSINESS AND PROPERTY IN TRUST AND CONDUCT OF BUSINESS FOR TRANSFEE COMPANY

With effect from the Appointed Date and up to and including the Effective Date:

- 11.1 Transferor Companies shall carry on and shall be deemed to have carried on all its businesses and activities relating to the Undertakings as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Undertakings on account of, and for the benefits of and in trust for, the Transferee Company.
- 11.2 All profits or income accruing or arising to Transferor Companies, and all expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by / or in relation to the Undertakings of Transferor Companies shall, for all purposes, be treated as profits, income, costs, charges, expenses, taxes or losses, as the case may be, of the Transferee Company.



- 11.3 It is expressly clarified that with effect from the Appointed Date, all taxes payable by Transferor Companies including all or any refunds of the claims/TDS Certificates shall be treated as the tax liability or refunds/claims/TDS Certificates as the case may be of Transferee Company.
- 11.4 Transferee Company shall be entitled to revise its all Statutory returns relating to Direct taxes / Indirect Taxes like Income Tax, Wealth Tax, VAT, Service Tax etc. and to claim refunds/advance tax credits and/or set-off the tax liabilities of the Transferor Companies under the relevant laws and its rights to make such revisions in the Statutory returns and to claim refunds, advance tax credits and/or set off the tax liabilities is expressly granted, if and as may be applicable. The rights to make such revisions in the returns and to claim refunds/credits are expressly reserved in favour of Transferee Company.
- 11.5 From the Effective Date and till such time as the name of Transferee Company would get entered as the account holder in respect of all the bank accounts of Transferor Companies in the relevant banks' books of record, Transferee Company shall be entitled to operate the bank accounts of all the Transferor Companies.
- 11.6 Transferor Companies hereby undertake that they will from the Appointed Date up to and including the Effective Date preserve and carry on their businesses with reasonable diligence and utmost business prudence and agrees that they will not, without the prior written consent of the Transferee Company, alienate, charge, mortgage or encumber or otherwise deal with or dispose off any of its properties except in the ordinary course of business.

## **12 MERGER OF AUTHORISED SHARE CAPITAL OF THE TRANSFEROR COMPANIES INTO THE TRANSFEE COMPANY**

Upon the Scheme coming into effect, the authorized share capital of the Transferee Company in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced without any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to Registrar of Companies, by an amount of INR 4,390,000,000 (Rupees four hundred and thirty-nine crore only), and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 16, Section 31, Section 94 or any other applicable provisions of the Act, would be required to be separately passed. For this purpose, the filing fees and stamp duty already paid by the Transferor Companies on its authorised share capital shall be utilized and applied to the increased share capital of the Transferee Company, and shall be deemed to have been so paid by the Transferee Company on such combined authorised share capital and accordingly, the Transferee Company shall not be required to pay any fees / stamp duty on the authorized share capital so increased.

Accordingly, in terms of this Scheme, the authorized share capital of the Transferee Company shall stand enhanced to an amount of Rs. 12,890,000,000 (Rupees one thousand two hundred and eighty nine crore only) divided into 401,000,000 equity shares of Rs. 10/- each and 888,000,000 unclassified shares of Rs. 10/- each and the capital clause being Clause V of the Memorandum of Association of the Transferee Company shall on the Effective Date stand substituted to read as follows:

V. "The Authorised Share Capital of the Company is Rs.12,890,000,000 (Rupees one thousand two hundred and eighty nine crore only) divided into 401,000,000 (Forty crore and ten lakh only) equity shares of Rs. 10/- each and 888,000,000 (Eighty eight crore and eighty lakh only) unclassified shares of Rs. 10/- each. The Board of Directors/its committee thereof shall have the power to classify the Unclassified shares into such class(s) of shares and/or re-denominate such shares, as may be considered expedient."

## **13 CONSIDERATION - ISSUE AND ALLOTMENT OF SHARES**

- 13.1 Upon the coming into effect of the Scheme and in consideration of the transfer of and vesting of undertakings and the liabilities of the Transferor Companies in terms of the Scheme and subject to Clause 4.11, the Transferee Company shall issue and allot





to the equity shareholders of the Transferor Companies whose names are recorded in the Register of Members of the respective Transferor Companies as on the Record Date. -

- a) 4 (Four) equity shares of Rs. 10/- each, credited as fully paid up, in the Transferee Company for every 27 (Twenty Seven) equity shares of Rs. 10/- each fully paid-up held in the Transferor Company 1.
- b) 4 (Four) equity shares of Rs. 10/- each, credited as fully paid up, in the Transferee Company for every 27 (Twenty Seven) equity shares of Rs. 10/- each fully paid-up held in the Transferor Company 2.
- c) 4 (Four) equity shares of Rs. 10/- each, credited as fully paid up, in the Transferee Company for every 39 (Thirty Nine) equity shares of Rs. 10/- each fully paid-up held in the Transferor Company 3.

13.2 The new shares to be issued and allotted by the Transferee Company as per Clause 13.1 above (hereinafter referred to as the "New Equity shares") shall be subject to the Memorandum and Articles of Association of the Transferee Company and shall rank pari passu in all respects, including dividend, with the then existing equity shares of the Transferee Company.

13.3 Notwithstanding anything contained herein, in the event of any shareholder of the Transferor Companies having a shareholding such that such shareholder becomes entitled to a fraction of the New Equity Shares of the Transferee Company, the Transferee Company shall not issue fractional share certificates to such shareholders. Any fraction arising out of such allotment shall be ignored.

13.4 The issue and allotment of the New Equity Shares by Transferee Company to the shareholders of the Transferor Companies as provided in this Scheme is an integral part thereof and shall be deemed to have been carried out without requiring any further act on part of the Transferee Company or its shareholders and as if the procedure laid down under Section 81(i) and any other applicable provisions of the Act, and such other statutes and regulations as may be applicable were duly complied with.

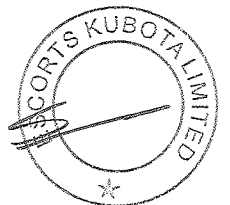
13.5 The New Equity Shares shall be issued in dematerialized form to those equity shareholders who hold the shares of the Transferor Companies in dematerialized form, provided all details relating to account with depository participant are available with Escorts. All those equity shareholders who hold shares of the Transferor Companies in physical form shall be issued New Equity Shares in Escorts in physical or electronic form, at the option of such shareholders to be exercised by them on or before the Record Date, by giving a notice in writing to the Transferee Company. The current shares of the Transferor Companies held by its shareholders shall be deemed to have been automatically cancelled and be of no effect on and from the Effective Date.

13.6 The New Equity Shares of the Transferee Company, issued pursuant to this Scheme shall be listed and/or admitted to trading on all the stock exchanges on which the shares of the Transferee Company are listed as on the Effective Date. The New Equity Shares shall however be listed subject to the Transferee Company complying with all the applicable regulations and obtaining the requisite approvals from all the relevant regulatory authorities pertaining to the listing of New Equity Shares.

#### 14 ACCOUNTING TREATMENT

On the Scheme becoming effective, Escorts shall account for the amalgamation as under:

- (i) Transferee Company shall follow the method of accounting as prescribed for the Pooling Method under Accounting Standard (AS) 14 issued by The Institute of Chartered Accountants of India and as notified by the Companies (Accounting Standards) Rules, 2006 as under:
  - For merger of ECEL, Escotrac and EFILL with Escorts, Escorts shall record the values of tangible and intangible (if any) assets, liabilities and reserves as appearing in the books of the ECEL, Escotrac and EFILL at their respective book values using the pooling of interest method.



- (ii) The carrying value of equity shares as transferred by Escorts, EFILL and Escotrak to Escorts Benefit & Welfare Trust, EFILL Benefit Trust and the Escotrak Benefit Trust respectively pursuant to clause 4.12 and 4.13 will be replaced and recorded as Beneficial Interest in respective trusts by Escorts, EFILL and Escotrak respectively. The same will be recognized at the carrying value of the equity shares as transferred by each of the companies to the respective Trust(s) as stated above.
- (iii) Escorts shall credit the aggregate face value of the New Equity Shares issued by it to the members of ECEL, Escotrak and EFILL pursuant to this Scheme to the Share Capital Account, in its books of accounts which is to be considered as purchase consideration as discharged by Escorts under the scheme.
- (iv) The Equity and preference share capital (if any) directly held by Escorts and Escotrak in EFILL and Escorts and EFILL in Escotrak shall stand cancelled and there shall be no further obligation/outstanding in that behalf as provided in Clause 4.11 of the Scheme.
- (v) The inter-corporate deposits / loans and advances/loans outstanding between Escorts and the Transferor Companies and amongst the Transferor Companies inter-se will stand cancelled and there shall be no further obligation/outstanding in that behalf.
- (vi) The difference between the value of net assets of the Transferor Companies transferred to Escorts and recorded as per sub-clauses (i) and (ii) above, and the purchase consideration issued by Escorts (pursuant to sub-clause (iii) above) and after giving effect to sub-clause (iv) and (v) above of Escorts shall be adjusted in reserves as prescribed in AS 14.

#### 15 DISSOLUTION OF TRANSFEROR COMPANIES

Upon the Scheme being effective, the Transferor Companies shall be dissolved without winding up pursuant to the provisions of Section 394 of the Act.

### Part C

#### GENERAL TERMS & CONDITIONS

#### 16 APPLICATION TO HIGH COURT

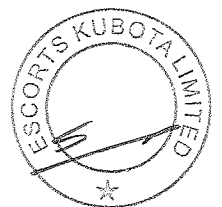
The Transferor Companies and the Transferee Company shall with all reasonable dispatch, make and file all applications and petitions under Sections 391 to 394 and other applicable provisions of the Act before the High Court, where the registered office of the Transferor Companies and Transferee Company are situated, for sanctioning of this Scheme and for the dissolution without winding up of the Transferor Companies under the provisions of law, and shall apply for such approvals as may be required under law.

#### 17 VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the coming into effect of this Scheme the resolutions, if any, of the Transferor Companies, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

#### 18 MODIFICATIONS OR AMENDMENTS TO THE SCHEME

- 18.1 The Transferor Companies and the Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, may make



and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the High Court or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. The Transferor Companies and the Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

18.2 For the purpose of giving effect to this Scheme or to any modifications or amendments, revocation of the Scheme thereof or additions thereto, the delegate of the Transferee Company may give and is hereby authorised to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

18.3 In the event of any of the conditions/alterations that may be imposed by the High Court or other authorities which the Board may find unacceptable for any reason, then the Boards are at liberty to withdraw the Scheme.

#### 19 SCHEME CONDITIONAL ON APPROVALS/SANCTIONS

The Scheme is conditional upon and subject to:

19.1 The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme;

19.2 The sanction of the High Court or any other appropriate authority under Section 391 and 394 of the Act under the said provisions and to the necessary order or orders under Section 394 of the Act being obtained and the same being filed with the Registrar of Companies, NCT of Delhi & Haryana; and

19.3 Such other sanctions and approvals as may be required by law in respect of this Scheme being obtained.

#### 20 SEVERABILITY

20.1 In the event of withdrawal by any one of the Transferor Companies from the Scheme, the Scheme shall stand automatically modified to the effect that all references pertaining to the party or the Transferor Companies withdrawing from the Scheme appearing wherever in the Scheme shall stand automatically deleted or amended without any further act, instrument or deed and neither the remaining Transferor Company nor the Transferee Company shall be obliged to obtain fresh approval of their respective Board of Directors and Members of Creditors or any of them on their behalf. For the removal of doubts, it is hereby clarified that withdrawal by any one of the Transferor Companies from the Scheme shall not prejudicially affect the implementation of the Scheme between the remaining parties and in such circumstances, the Scheme shall remain in full force and effect and be implemented by and between the remaining Transferor Companies and the Transferee Company as if the Transferor Company withdrawing from the Scheme was never a party to the Scheme in that behalf.

20.2 If any part or provision of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decisions of the Transferor Companies and the Transferee Company, affect the validity or implementation of the other parts and / or provisions of this Scheme.

#### 21 REVOCATION OF THE SCHEME

In the event of any of the said sanctions and approvals referred to in Clause 19 above not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the High Court, this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred *inter-se* between the Transferor



Companies and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each party shall bear its own cost unless otherwise mutually agreed.

**22 COSTS**

All costs, charges and expenses including stamp duty and registration fee of any deed, document, instrument or High Court order including this Scheme or in relation to or in connection with negotiations leading upto the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement in pursuance of this Scheme shall be borne and paid by the Transferee Company except under circumstances set out in Clause 21 above.

Dated this 9th of August, 2012

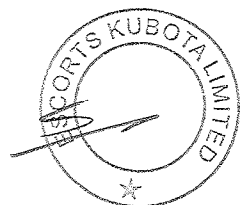
And

Dated this 5th of September, 2012

(By the Court)

Court Secretary (Liquidation)

for Registrar (Judicial)



C.P. NO. 60 OF 2012

connected within

C.P. No. 37 of 2012.

IN THE MATTER OF:

SECTION 391 and 394 OF THE COMPANIES ACT, 1956

AND IN THE MATTER OF:

Scheme of Arrangement and Amalgamation of ESCORTS CONSTRUCTION EQUIPMENT LIMITED; ESCOTRAC FINANCE AND INVESTMENTS PRIVATE LIMITED; ESCORTS FINANCE INVESTMENTS AND LEASING PRIVATE LIMITED with ESCORTS LIMITED and their respective shareholders and creditors.

AND IN THE MATTER OF

**ESCORTS CONSTRUCTION EQUIPMENT LIMITED**; a company incorporated under the Companies Act, 1956 and having its Registered Office at SCO-232, 1st Floor, Sector-20, Panchkula-134109, Haryana

... Petitioner Company 1 /Transferor Company- 1

AND

**ESCOTRAC FINANCE AND INVESTMENTS PRIVATE LIMITED**; a company incorporated under the Companies Act, 1956 and having its Registered Office at SCO-232, 1st Floor, Sector-20, Panchkula-134109, Haryana

... Petitioner Company 2 /Transferor Company-2

AND

**ESCORTS FINANCE INVESTMENTS AND LEASING PRIVATE LIMITED**; a company incorporated under the Companies Act, 1956 and having its Registered Office at SCO-232, 1st Floor, Sector-20, Panchkula-134109, Haryana

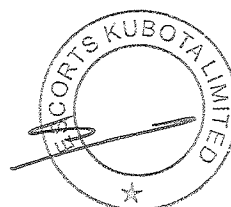
... Petitioner Company 3/Transferor Company-3

WITH

**ESCORTS LIMITED**; a company incorporated under the Companies Act, 1913, and having its Registered Office at SCO-232, 1st Floor, Sector-20, Panchkula-134109, Haryana

... Petitioner Company 4/Transferee Company

Petition under Sections 391 & 394 of the Companies Act, 1956 for Sanction of the Scheme of Arrangement and Amalgamation of Escorts Construction Equipment Limited; and Escotrac Finance and Investments Private Limited; and Escorts Finance Investments and Leasing Private Limited with Escorts Limited and their respective shareholders and creditors.



**Prayer:**

It is, therefore, respectfully prayed that this Hon'ble Court may be pleased to:

- A Sanction the Scheme (Annexure P-1) so as to binding on all shareholders and creditors of the petitioner companies, i.e., the three Transferor Companies and the Transferee Company, and upon the petitioner companies themselves.
- B Issue notice to the Central Government, through all regional Director, (Northern Region), Ministry of Corporate Affairs, as required under section 394A of the Act, calling for the report with regard to the Scheme (Annexure-P-1).
- C Issue notice to the Official Liquidator attached to this Hon'ble Court as required under Section 394 of the Act.
- D Direct notice of the hearing in the present petition to be ordered to be published in the Financial Express (English) and in the Dainik Tribune (Hindi) and the official gazette of Govt. of Haryana; as required under Rule 80 of the Companies (Court) Rules, 1959.
- E To order publication of the sanction of the scheme of Arrangement and Amalgamation of Escorts Construction Equipment Limited; and Escotrac Finance and Investments Private Limited; and Escorts Finance Investments and Leasing Private Limited with Escorts Limited and their respective shareholders and creditors.
- F Issue such further or other orders/ or directions as this Hon'ble Court may deem fit and proper.
- G Allow the present petition.

**Before Hon'ble Mr. Justice Surya Kant**

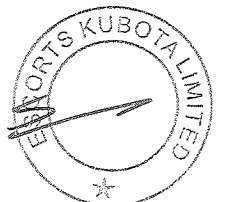
Dated this 9th of August, 2012

and

Dated 5th of September, 2012.

**Order on Petition**

The above noted Company Petition No. 60 of 2012 coming up for further hearing on 29.05.2012; upon perusing the said petition duly supported by affidavit dated 23.05.2012 of Sh. Prabhat Kumar, Authorised signatory of the Transferor and Transferee Companies; upon perusing the order dated 29.05.2012 whereby notice of the petition was issued to the Regional Director, Northern Region, Ministry of Corporate Affairs, Noida & the Official Liquidator and also a notice of the petition was directed to be published in the 'Financial Express' (English) and 'Dainik Tribune' (Vernacular) both Chandigarh Edition and in the official Gazette of the Government of Haryana; upon perusing affidavit of Sh. Prabhat Kumar, Authorised signatory of the petitioner companies dated 01.08.2012 'Financial Express' (English) dated 29.07.2012, 'Dainik Tribune' (Vernacular) dated 29.07.2012 and Haryana Govt. Gazette dated 10.07.2012 showing publication of notice of the petition under Section 394 of the Companies Act, 1956; and upon reading the affidavit dated 27.06.2012 of Mr. B.K. Bansal, Regional Director, Northern Region, Ministry of Corporate Affairs, Noida; and also upon reading the report dated 08.08.2012 of Mr. D.P. Ojha, Official Liquidator; and the affidavits dated 09.08.2012 of Sh. Prabhat Kumar, authorised signatory of the petitioners companies ; and upon reading order dated 05.09.2012 passed in Company Application No. 490 of 2012; and after hearing Ms. Munisha Gandhi, Advocate with Mr. Gourav Goel, and Mr. Vaibhav Sharma, Advocates for the petitioner companies and Sh. D.P. Ojha, Official Liquidator; and perusing all other materials placed on record:-



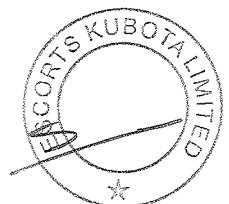
**THIS COURT DOTH ORDER:**

- a) That all the property, rights and powers of the **ESCORTS CONSTRUCTION EQUIPMENT LIMITED** (Petitioner Company 1 / Transferor Company-1), **ESCOTRAC FINANCE AND INVESTMENTS PRIVATE LIMITED** (Petitioner Company 2 / Transferor Company-2), **ESCORTS FINANCE INVESTMENTS AND LEASING PRIVATE LIMITED** (Petitioner Company 3 / Transferor Company-3), WITH **ESCORTS LIMITED** (Petitioner Company 4 / Transferee Company) specified in the first, second and third parts of the Schedule I, II & III of the Transferor Companies annexed hereto and all other property, rights and powers of the said Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and vest in the Transferee Company in accordance with the scheme for all the estate and interest of the said Transferor Companies therein but subject nevertheless to all charges now affecting the same; and
- b) That all the liabilities and duties of the said Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall, pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and become liabilities and duties of the Transferee Company; and
- c) That all proceeding now pending by or against the aforesaid Transferor Companies be continued by or against the Transferee Company; and
- d) That the aforesaid Transferor and Transferee Companies do within 30 days cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Companies shall stand dissolved without being wound up and the Registrar of Companies shall place the documents relating to the aforesaid transferor company and the files relating to the Transferor and Transferee Companies shall consolidated accordingly.
- e) That any person interested shall be at liberty to apply to this Court in the above matter for any direction as may be necessary.

**Schedules I, II & III**

(As supplied by the counsel)

(See Next Page)



IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH  
ORIGINAL COMPANY JURISDICTION  
COMPANY PETITION NO. 60 OF 2012  
CONNECTED WITH  
COMPANY PETITION NO. 37 OF 2012

IN THE MATTER OF PETITION UNDER SECTION 391 TO 394 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 1956

AND

IN THE MATTER OF :

SCHEME OF ARRANGEMENT AND AMALGAMATION OF ESCORTS CONSTRUCTION EQUIPMENT LIMITED;  
AND ESCOTRAC FINANCE AND INVESTMENTS PRIVATE LIMITED; AND ESCORTS FINANCE INVESTMENTS  
AND LEASING PRIVATE LIMITED WITH ESCORTS LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND  
CREDITORS

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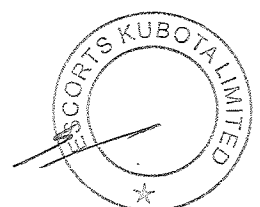
S.NO.	PARTICULARS	PAGES
1.	Schedule of property ( Form 42 ) on behalf of Transferor Company 1 (Annexure 1)	1-3
2.	Schedule of property ( Form 42 ) on behalf of Transferor Company 2 (Annexure 2)	4-5
3.	Schedule of property ( Form 42 ) on behalf of Transferor Company 3 (Annexure 3)	6-7

FILED BY

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NEW DELHI

FILED ON: 03.09.2012





**ESCORTS CONSTRUCTION EQUIPMENT LIMITED**

SCO-232, 1st Floor, Sector-20, Panchkula-134109, Haryana

**SCHEDULE OF PROPERTY****PART I****(Description of Freehold Property)**

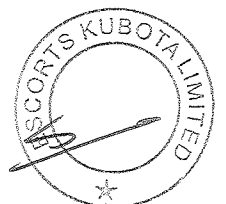
All that piece or parcel of freehold non-agricultural land situate lying and being at Village Indrad admeasuring 2191.46 Sq. Yards equivalent to 1832.33 Sq. Mtrs. forming part of the said land made up of private plot land known as Private Plot no. 06 admeasuring 1774.72 Sq. yards equivalent to 1483.88 Sq. Mtrs. or thereabouts being portion of the said land bearing Survey No. 971 of Mouje Indrad of Kadi Taluka in the Registration District Mehsana and Sub-District of Kadi, Gujrat to hold it freely, absolutely and independently and also together with 1/9th undivided impartible joint ownership and use in the internal approach road land abutting on Nal Road on the south east border which undivided shares comes to 416.74 Sq. yards equivalent to 348.45 Sq. Mtrs., more specifically described in conveyance deed 10.04.2007 executed by Nayi Babubhai Ranchhodbhai in favour of Transferor Company I and registered with the Sub-registrar, Kadi under Serial No. 1827."

All that piece or parcel of land lying and being situated at Plot No. 219, sector 58, Ballabhgarh, at Faridabad and admeasuring 20 Acres, together with all buildings and structures presently standing thereon or to be constructed or installed thereon in the future all plant and machinery permanently attached or fixed thereto or thereon and all fixtures and fittings attached thereto, both present and future.

All undertakings, immovable property, any interest in immovable property, assets and properties, whether tangible or intangible, of the Company as on date including but not limited to all permits, registrations, approvals, consents, statutory licenses, licenses to set up and operate any business or business units, quotas, rights, entitlements, any other licenses (including but not limited to those relating to trademarks, tenancies, patents, copyrights, designs), leases, conveyance deed (specifically including the conveyance deed in respect of the land situated at Plot NO. 219, Sector 58, Ballabhgarh (Faridabad) Haryana - 121004 and building thereon including related rights, titles, approvals etc. pertaining thereto), privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Company.

**PART II****(Description of the Leaschold Property)****NIL****PART III****(Description of all Stocks, Shares, Debentures and other charges in action)**

All undertakings, assets and properties, whether tangible or intangible, assets as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, or transfer by vesting and pursuant to the scheme, book debts, movable property, goodwill, sundry debts, receivables, bills, credits, cash, loans and advances, if any, whether



recoverable in cash or kind or for value to be received, bank balances, investments, earnest money and deposits with Government, quasi government, local or other authority or body or with any company or other person, all permits, registrations, approvals, consents, statutory licenses, licenses to set up and operate any business or business units, quotas, rights, entitlements, any other licenses (including but not limited to those relating to trademarks, tenancies, patents, copyrights, designs), leases, conveyance deed (specifically including the conveyance deed in respect of the land situated at Plot NO. 219, Sector 58, Ballabhgarh (Faridabad) Haryana - 121004 including related rights, titles, approvals etc. pertaining thereto), privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Company whether held in the name of the Company or in any other name.

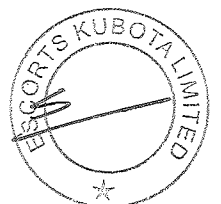
The Company's Entire stock of raw materials, semi-finished and finished goods, consumable stores and spares and such other movables including book debts, bills whether documentary or clean, outstanding monies receivables, both present and future, and whole of the movable properties of the Company including plant and machinery, machinery spares, tools and accessories, Furniture & Fixtures, Office Equipment, Computer, Vehicles, Tech. know-how/Patents/Prototypes, software, capital work-in-progress and other movables both present and future whether installed or not and whether now loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of these presents be brought into or up on or be stored or be in or about all the Company's factories, premises and godowns or wherever else the same may be or be held by an y party to the order or disposition of the Company or in the course of transit or on high seas or on order or delivery both present and future book debts and all other movable assets, documents of title to the goods, outstanding moneys, receivables including receivables by way of cash assistance and / or cash incentives under the Cash Incentive Scheme or any other Scheme claims including by way of refund of customs/excise duties under the Duty Drawback Credit Scheme or any other Scheme, bills, invoices documents, contracts, insurance policies, guarantees, engagements, securities, investments and rights and the present machinery and all future machinery belonging to or in the possession of or under the control of the Company wherever lying stored and kept and whether in possession of the Company or of any third party whether in India or elsewhere throughout the world (including all such goods, other movable assets as may be in course of shipment transit or delivery).

All other assets including but not limited to the assets mentioned herein below:

1. 2,50,000 equity shares of Rs. 10/- each fully paid of Escorts Consumer Credit Limited (formerly Eicher Span Financial Services Limited).
2. 26 ICICI deep Discount Bonds of Rs. 5,400 each fully paid.

**For ESCORTS CONSTRUCTION EQUIPMENT LIMITED**

**AUTHORISED SIGNATORIES**



ESCOTRAC FINANCE AND INVESTMENTS PRIVATE LIMITED

SCO-232, 1st Floor, Sector-20, Panchkula-134109, Haryana

SCHEDULE OF PROPERTY

PART I

(Description of Freehold Property)

NIL

PART II

(Description of the Leasehold Property)

NIL

PART III

(Description of all Stocks, Shares, Debentures and other charges in action)

All undertakings, assets and properties, assets as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, or transfer by vesting and pursuant to the scheme, book debts, movable property, Computers, Furniture and Fittings, Office Equipments, goodwill, sundry debts, receivables, bills, credits, cash, loans and advances, if any, whether recoverable in cash or kind or for value to be received, bank balances, investments, interest in Trust(s) existing or otherwise created pursuant to this Scheme, earnest money and deposits with Government, quasi government, local or other authority or body or with any company or other person, all permits, registrations, approvals, consents, statutory licenses, licenses to set up and operate any business or business units, quotas, rights, entitlements, any other licenses (including but not limited to those relating to trademarks, tenancies, patents, copyrights, designs), leases, conveyance deed, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Company whether held in the name of the Company or in any other name.

All other assets including but not limited to the assets mentioned herein below:

1. Equity shares of Rs. 10/- each fully paid up

S. No.	Name of the Company	No. of Shares
a.	Escorts Securities Limited	19,60,000
b.	Escorts Consumer Credit Limited	10,00,000

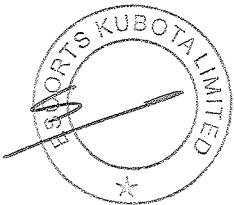
2. 10,00,000 1% Redeemable Non Cumulative Preference Shares of Escorts Securities Limited

3. Mutual Funds (Units of Rs. 10 each)

S. No.	Name of the Plan	No. of Units
a.	Birla Sun Life Dynamic Bond Fund (Growth)	5,56,877.858
b.	Fidelity Short Term Income Fund (Growth)	3,77,124.364
c.	IDFC SSIF Short Term Plan (Growth)	4,36,739.671

For ESCOTRAC FINANCE AND INVESTMENTS PRIVATE LIMITED

AUTHORISED SIGNATORY



**ESCORTS FINANCE INVESTMENTS AND LEASING PRIVATE LIMITED**

SCO-232, 1st Floor, Sector-20, Panchkula-134109, Haryana

**SCHEDULE OF PROPERTY****PART I****(Description of Freehold Property)****NIL****PART II****(Description of the Leasehold Property)****NIL****PART III****(Description of all Stocks, Shares, Debentures and other charges in action)**

All undertakings, assets and properties, assets as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, or transfer by vesting and pursuant to the scheme, book debts, movable property, Computers, Office Equipments, Office Furniture, goodwill, sundry debts, receivables, bills, credits, cash, loans and advances, if any, whether recoverable in cash or kind or for value to be received, bank balances, investments, interest in Trust(s) existing or otherwise created pursuant to this Scheme, earnest money and deposits with Government, quasi government, local or other authority or body or with any company or other person, all permits, registrations, approvals, consents, statutory licenses, licenses to set up and operate any business or business units, quotas, rights, entitlements, any other licenses (including but not limited to those relating to trademarks, tenancies, patents, copyrights, designs), leases, conveyance deed, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Company whether held in the name of the Company or in any other name.

All other assets including but not limited to the assets mentioned herein below:

**1. Equity shares of Rs. 10/- each fully paid up**

S. No.	Name of the Company	No. of Shares
a.	Godavari Drugs Limited	19700
b.	Twenty First Century Medicare Limited	19400
c.	Tamilnadu Newsprints & Paper Limited	100
d.	EDDAL Credit Limited	50,000
e.	American Paints Limited	2,41,300

**2. Mutual Funds (Units of Rs. 10 each)**

S. No.	Name of the Plan	No. of Units
a.	Birla Sun Life Dynamic Bond Fund (Growth)	4,13,376.828
b.	Fidelity Short Term Income Fund (Growth)	1,77,410.908
c.	IDFC SSIF Short Term Plan (Growth)	2,27,468.768

**For ESCORTS FINANCE INVESTMENTS AND LEASING PRIVATE LIMITED****AUTHORISED SIGNATORY**

Dated this 9th of August, 2012

and

Dated 5th of September, 2012.

(By the Court)

Court Secretary (Liquidation)

for Registrar (Judicial)

**Certified True Copy****For ESCORTS KUBOTA LIMITED**  
**SATYENDRA CHAUHAN**  
Company Secretary



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

4th Floor, IFCI Tower 61, New Delhi, Delhi, India, 110019

Corporate Identity Number: U29210HR2008FTC093295

SECTION 13(5) OF THE COMPANIES ACT, 2013

Certificate of Registration of Regional Director order for Change of State

M/s KUBOTA AGRICULTURAL MACHINERY INDIA PRIVATE LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Tamil Nadu to the Haryana and such alteration having been confirmed by an order of Regional Director bearing the date 01/02/2021.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at New Delhi this Second day of March Two thousand twenty-one.



KAMNA SHARMA

DROC

Registrar of Companies

RoC - Delhi

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

KUBOTA AGRICULTURAL MACHINERY INDIA PRIVATE LIMITED

18/4, Mathura Road, Faridabad, Faridabad, Haryana, India, 121007



*Certified True Copy*



*[Signature]*



प्रारूप 1

## पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U29210TN2008FTC070096

2008 - 2009

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

Kubota Agricultural Machinery India 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 पांच दिसम्बर दो हजार आठ को मेरे हस्ताक्षर से चैन्नई में जारी किया जाता है।

Form 1

## Certificate of Incorporation

Corporate Identity Number : U29210TN2008FTC070096

2008 - 2009

I hereby certify that Kubota Agricultural Machinery India Private Limited is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Chennai this Fifth day of December Two Thousand Eight.



U. elu  
(ELANGO VAN V)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies  
तमिलनाडु, चैन्नई, अंदमान और निकोबार द्वीप  
Tamil Nadu, Chennai, Andaman and Nicobar Islands

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

Kubota Agricultural Machinery India Private Limited  
Gee Gee Universal, 1st Floor, No.2, Mc Nicholas Road, Chetpet,  
Chennai - 600031,  
Tamil Nadu, INDIA

Certified True Copy



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

**KUBOTA AGRICULTURAL MACHINERY INDIA PRIVATE LTD.**

1. The Name of the Company shall be Kubota Agricultural Machinery India Private Ltd.
- \*\*\* 2. The Registered Office of the Company shall be situated in the State of Haryana.
3. The objects for which the Company is established are as under: -
  - (A) **THE OBJECTS OF THE COMPANY TO BE PURSUED BY IT ON ITS INCORPORATION ARE:-**
    - \* (1) To import, sell, service, repair, assemble, manufacture, alter, equip, fit, maintain, operate, overhaul, recondition, purchase, and test, tractors, combine harvesters, rice transplanters, engines, implements, accessories, and related components, service parts and attachments, including tires and generally to deal in all types of and other agricultural machineries and engines and their parts and components.
    - \* (2) To provide marketing, sales and support services, consultancy services, maintenance both regular and irregular, specialized after sales services or any other business related activity in relation to agricultural machinery, engines and service related to the agricultural, engine and other sector.
    - \*\* (3) To procure equipment, parts and other materials, support services in Construction Machinery, Piping systems, water treatment facilities, engine including and not restricted to dealing in heavy machinery in agricultural sector, Construction sector, Piping sector and such other allied sectors and services in relation to the business.
    - \*\*\*\*(4) To import, sell, service, repair, assemble, manufacture, alter, equip, fit, maintain, operate, overhaul, recondition and purchase construction machinery and related components, service parts, attachments and to provide marketing, sales and support services, consultancy services, maintenance both regular and irregular, specialized after sales services or any other business related activity in relation to construction machinery.

\*\* Altered vide Extra-ordinary General Meeting dated 23.10.2017.

\* Altered vide Annual General Meeting dated 18.07.2018.

\*\*\* Altered vide Annual General Meeting dated 09.12.2020

\*\*\*\* Altered vide Extra-ordinary General Meeting dated 27.01.2021





**(B) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE 3(A) ARE:-**

- (1) To import, export, purchase or otherwise acquire, install, work, alter, improve, prepare for market, hold, use or develop and to sell on hire purchase or on any other basis and on such terms and conditions, all types of machinery and plants, patented or otherwise, apparatus, appliances, tools and components, spares and accessories which may be used for all or any of the objects of the Company or be conveniently combined with any or all objects of the Company.
- (2) To enter into agreement, contract or undertake or otherwise enter into any agreements, settlements etc.
- (3) To negotiate loans, to draw, accept, endorse, discount, buy, sell and deal in bills of exchange, promissory notes, hundies, bills of lading, delivery orders, warrants, certificates, bonds, debentures, coupons, and other negotiable or transferable or commercial or mercantile instruments and securities.
- (4) To give any guarantee or indemnity or provide security of movable or immovable properties for the payment of money or the performance of any obligation or undertaking on such terms and conditions as may be thought fit.
- (5) To acquire, purchase, take on lease, license, hire or otherwise any property which the Company may think necessary or convenient for the purposes of its business or any other property which may appreciate in value and in particular, any freehold, or other tenure, tenement, building, easement, machinery, plant and stock-in-trade and on any such lands to erect buildings, factories, warehouses, sheds, godowns, or other structures for the works and purposes of the Company.
- (6) To acquire, construct, maintain, alter, purchase, develop and to work, branches, offices, factories, and also such other machinery, equipment, conveyances, works and conveniences, which may seem calculated directly or indirectly to carry out the objects of the Company.
- (7) To lend money to employees, staff, customers provided that the Company shall not carry on business, which may come within the purview of the Banking Regulation Act, 1949.
- (8) To invest any money of the Company not immediately required in any debentures, bonds and other securities issued by any government, local authority, mutual funds or other company or body corporate as may be thought proper and to deal with such investments.
- (9) To repair, alter, remodel, clean, renovate, demolish, reconstruct, convert, manipulate and prepare for resale and resell any goods and materials, from time to time, belonging to the Company.



*[Handwritten signature]*



- (10) To engage, employ, suspend and dismiss executives, engineers, agents, managers, superintendents, assistants, clerks, coolies, and other servants and labourers and to remunerate any such person at such rate as shall be thought fit, to grant bonus, compensation, pension or gratuity to any such person or to his widow or children and generally provide for the welfare of all employees.
- (11) To establish and maintain, or procure the establishment of funds and also establish the insurance of persons who are or were at any time in the employment or service of the Company in accordance with applicable employee welfare legislations.
- (12) To insure the whole or any part of the property of the Company either fully or partially to protect and indemnify the Company from liability or loss in any respect either fully or partially and also to insure, protect and indemnify any part or portion thereof either on mutual principle or otherwise.
- (13) To amalgamate, enter into partnership or into any arrangements for sharing profits, union of interests, co-operation, joint venture, reciprocal concessions, or otherwise acquire and undertake the whole or any part of any business or otherwise, with any person, firm or company carrying on or engaged in or about to carry on or engage in or being authorized to carry on or engage in any business or transaction so as directly or indirectly to benefit the Company.
- (14) To pay all costs, charges and expenses of and incidental to the promotion and formation, registration and establishment of the Company and the issue of its capital including costs, charges, expenses of negotiations and contracts and arrangements made prior to and in anticipation of the formation and incorporation of the Company.
- (15) To borrow, raise money for any of the purposes of the Company and at such time or times and in such manner as may be thought fit and in particular by the issue of debentures or debenture stock, and as security for any such money so borrowed, raised or received or any such debentures or debenture stocks so issued to mortgage, pledge or charge the whole or any part of the property, assets or revenue and profits of the Company present or future including its uncalled capital by special assignment or otherwise or to transfer or convert the same absolutely or in part and to give the lenders power of sale and other powers as may seem expedient and purchase, redeem and payoff any such securities, provided that the Company shall not carry on banking business as defined in Banking Regulations Act, 1949.
- (16) To mortgage, hypothecate, pledge all/ or any of the properties whether movable or immovable of any description whatsoever and other valuable securities of the Company.
- (17) To pay for any property or right acquired by or for any service rendered to the Company either in cash or fully or partly paid up shares with or without preferred or equity rights in respect of dividend or repayments 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.

- # (18) To apply and obtain any charter, privilege, permit, concession, license or authorization of or registration with any government, state or municipality authority, provisional order or license of any authority for enabling the Company to carry on any of its objects or for extending any of the powers of the Company or effecting any modification of the constitution of the Company or for any other purpose.
- (19) To open accounts with any banks or financial institutions and to draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, hundies, bills of lading, warrants, debentures and such other negotiable or transferable instruments and to buy, sell and deal in the same.
- (20) To create any reserve fund, sinking fund, insurance or any special funds as authorized by law whether for depreciation or for repairing, improving, extending or maintaining the property of the Company or for any purpose conducive to the interests of the Company.
- (21) To open branches, offices, showrooms, departmental stores, depots, godowns, warehouses, workshops, exhibits units at one or more places within India.
- (22) To engage consultants, advisers, experts, technicians, researchers, counsels and attorneys in connection with the main business of the Company.
- (23) Subject to the provisions of the Companies Act, 1956 or any other law for the time being in force, in the event of winding up to distribute in specie or otherwise as may be resolved any property or assets of the Company or any proceeds of sale or disposal of any property or assets of the Company including the shares, debentures, or other securities of any other company formed to take over the whole or any part of the assets or liability of the company.
- (24) To do all or any of the above things and all such things as are incidental or may be thought conducive to the attainment of the above objects or any of them in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- ##(25) To import, Buy, carry out research in relation to agricultural machinery and to develop, produce, sell, supply directly or indirectly, provide rice seeds/seedlings and other planting material compatible for use with agricultural machinery.

# Altered vide Annual General Meeting dated 09.05.2012.

## Inserted vide Annual General Meeting dated 09.05.2012.



####(26) To carry on the business of mechanical engineers and manufacturers of agricultural machinery of all kinds, components and spare parts and accessories and machineries of all kinds

IV. The liability of its members will be limited and this liability will be limited to the amount unpaid, if any, on the shares held by them

###V. The Authorized Share Capital of the Company is Rs. 50,00,00,000/- (Rupees Fifty crores only) divided into 5,00,00,000 (Five crore) equity shares of Rs. 10/- (Rupees Ten) each with the rights, privileges and conditions attached hereto as are provided by the Articles of Association of the Company for the time being with power to consolidate or divide the shares in the capital for the time being into several shares and to attach thereof respectively such preferential, qualified or special rights, privileges, or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being and may be permitted by the Companies Act or statutory modification thereof or provided by the Articles of Association for the time being.

### The Authorised Share Capital of the Company was increased to Rs. 50,00,00,000 (Rupees Fifty Crores) divided into 5,00,00,000 (Five Crores) Equity Shares of Rs. 10 each vide an Ordinary Resolution passed at the Extra-ordinary General Meeting held on 05.02.2014

#### Inserted vide Extra-Ordinary General Meeting dated 27.07.2020.



**VI.** We the persons, whose name, address, and description are subscribed hereunder, 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 to our respective names.

Sl.No.	Name, address, occupation and description of each subscriber	Number of equity shares taken by the Subscriber	Signature of witness and his name address, occupation and description
1	<p>-Sd-</p> <p>For Sumitomo Corporation, 174,Gunge – Shinmuchi, Takatsuki – shi, Osaka, Japan-5691136.</p> <p>Represented by its authorized signatory Masayasu Otsuka</p>	80,00,000 shares (Eighty lakh equity shares of Rs.10/- each)	<p>-Sd-</p> <p>Ram Prasad, S/o.A.V.Jayaraman, Flat No.1,Komal Apartments, No.18,Jagadeeswaran Street, T.Nagar, Chennai -600 017.</p> <p>Service</p>
2	<p>-Sd-</p> <p>For Kubota Corporation, Room 1.9F,No-96, Shintian Road, Sinsing District, Kaohsiang City, Taiwan – 800.</p> <p>Represented by its authorized signatory Hideki Nakane</p>	1,20,00,000 shares (One crore twenty lakh equity shares of Rs.10/- each)	Both the subscribers signed before me at Chennai.
	Total	2,00,00,000 shares (Two crores equity shares of Rs.10/- each)	

Date: 18/11/2008

Place: Chennai

*Certified True Copy*



*[Handwritten signature]*

**THE COMPANIES ACT, 2013**  
**ARTICLES OF ASSOCIATION**  
**OF**

*Kubota Agricultural Machinery India Private Limited*

***Preliminary***

1. The regulations contained in Table "F" of Schedule I of the Act (*as defined below*) shall not apply to the Company (*as defined below*) except so far as they have been repeated or included in the regulations hereinafter contained ("**Articles**") or expressly made applicable by the Act.

***Interpretation***

2. In the interpretation of these Articles, unless repugnant to the subject or context:
- (a) "**Acceptance Notice**" shall have the meaning ascribed to it in Article 37;
  - (b) "**Act**" means the Companies Act, 2013 read with the rules and regulations framed thereunder, as amended from time to time;
  - (c) "**Additional Shares**" shall have the meaning ascribed to it in Article 66(b);
  - (d) "**Affiliate**" in relation to a Person, (a) being a corporate entity, shall mean any entity, which Controls, is Controlled by, or is under common Control with such Person; (b) being a natural Person, shall mean a Relative of such Person;
  - (e) "**Annual Business Plan**" shall have the meaning ascribed to it in Article 150;
  - (f) "**Applicable Law(s)**" means any statute, law, enactment, regulation, ordinance, policy, treaty, convention, protocols, rule, judgment, notification, directive, guideline, rule of common law, injunction, writ or order, decree, by-law, permits, licenses, approvals, consents, authorizations, government approvals, or any restriction or condition, or any similar form of decision of, or determination, application or execution by, or interpretation or pronouncement having the force of law of, any Government Authority having jurisdiction over the matter in question, whether in effect as of the Execution Date or thereafter;
  - (g) "**Approved Accounting Firm**" means any one of the following international accounting firms: Deloitte & Touche, Ernst & Young, KPMG, PricewaterhouseCoopers, any of their successor firms, or any other international firm of equivalent quality and standards and/ or their Indian affiliates;

*Certified True Copy*



*[Signature]*

- (h) **“Board”** means the board of directors of the Company, as may be constituted from time to time in accordance with the Shareholders Agreement, these Articles and Applicable Law;
- (i) **“Business Collaboration Agreement”** means the Business Collaboration Agreement dated December 10, 2018, executed by EL and KBT, as amended from time to time;
- (j) **“Business Day”** means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for business in Japan and the State of Haryana, India;
- (k) **“Calendar Year”** means the period commencing from January 1 of a calendar year and expiring on December 31 of the same calendar year;
- (l) **“Call Closing”** has the meaning ascribed to it in Paragraph 4 of **Schedule 2**;
- (m) **“Call Closing Date”** has the meaning ascribed to it in Paragraph 5 of **Schedule 2**;
- (n) **“Call Notice”** has the meaning ascribed to it in Paragraph 2 of **Schedule 2**;
- (o) **“Call Option Holder”** has the meaning ascribed to it in Paragraph 1 of **Schedule 2**;
- (p) **“Call Price”** has the meaning ascribed to it in Paragraph 3 of **Schedule 2**;
- (q) **“CFO”** means the chief financial officer of the Company appointed in terms of these Articles;
- (r) **“Chairman”** shall have the meaning ascribed to it in Article 101;
- (s) **“Chief Sales and Marketing Officer”** means the chief sales and marketing officer of the Company appointed in terms of these Articles;
- (t) **“Change of Control”** means in respect of any Shareholder, a change in the Persons or companies who have the authority, whether exercised or not, to influence the business and affairs of such Shareholder or its parent company, which authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than 50% (fifty per cent) of the votes entitled to be cast or to control the composition of their respective boards of directors, provided however that an internal restructuring or reorganization within either Shareholder’s group of companies shall not be deemed a Change of Control on the part of such Shareholder;
- (u) **“Charter Documents”** means the Articles of Association and the Memorandum of Association, as may be amended from time to time;
- (v) **“Co-Chairman”** shall have the meaning ascribed to it in Article 101;



A handwritten signature in blue ink, consisting of a stylized 'K' followed by a series of loops and a final vertical stroke.



- (w) **“Commercial Agreements”** means: (i) Business Collaboration Agreement; (ii) the Production Outsourcing Agreement; and (iii) the Technical Collaboration Agreement;
- (x) **“Company”** means Kubota Agricultural Machinery India Private Limited;
- (y) **“Company Secretary”** shall have the meaning ascribed to it under the Act;
- (z) **“Control”** means in relation to a Person, the ability, whether exercised or not, acting alone or together with another Person, to direct the management and policies of such Person, whether: (i) through the ownership of more than 50% (fifty percent) or more of the voting rights of such Person; (ii) through the power to appoint half or more than half of the members of the board or other governing body of such Person; or (iii) pursuant to Applicable Law or contractual arrangements; and references to **“Controlled”** shall be construed accordingly;
- (aa) **“COO”** means the chief operational officer of the Company appointed in terms of these Articles;
- (bb) **“Cure Period”** shall have the meaning ascribed to it in Article 146(a);
- (cc) **“Deadlock”** means the occurrence of any of the following events: (i) a resolution of the Directors for the transaction of any Reserved Matter has not been passed after 2 (two) successive attempts, or (ii) a resolution of the Shareholders for the transaction of any Reserved Matter has not been passed after 2 (two) successive attempts. Provided, however, that a second attempt for approval of such Reserved Matter shall not be raised before the expiry of 30 (thirty) calendar days after the first request or attempt in respect of such Reserved Matter;
- (dd) **“Deadlock Notice”** shall have the meaning ascribed to it in Article 129;
- (ee) **“Deadlock Representative”** shall have the meaning ascribed to it in Article 129;
- (ff) **“Depositories Act, 1996”** includes any statutory modification or re-enactment thereof;
- (gg) **“Depository”** means a depository as defined under clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996;
- (hh) **“Deed of Adherence”** means the deed of adherence in the form annexed as Schedule 2 of the Shareholders Agreement;
- (ii) **“Defaulting Party”** shall have the meaning ascribed to it in Article 146;
- (jj) **“Deputy Managing Director”** means the deputy managing director of the Company, appointed in terms of these Articles and Applicable Law, on such terms as may be passed by the Board;



*[Handwritten signature]*

- (kk) **“Director”** means a KBT Director or an EL Director, as the case may require, and **“Directors”** shall be construed accordingly;
- (ll) **“EKI”** means Escorts Kubota India Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at 18/4 Mathura Road, Faridabad, Haryana – 121007, India;
- (mm) **“EL”** means Escorts Limited, a company duly organised and existing under the laws of India, having its principal office at 15/5, Mathura Road, Faridabad - 121003, Haryana, India;
- (nn) **“EL Competitor”** has the meaning ascribed to it in the Shareholders Agreement;
- (oo) **“EL Director”** means a director nominated by EL and appointed in accordance with Article 88;
- (pp) **“EL Permitted Transferee”** means a subsidiary of EL all of the capital stock of which is owned directly by EL;
- (qq) **“Encumbrances”** means any: (a) mortgage, charge (whether fixed or floating), claim, pledge, lien, deposit, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind; (b) any equity, entitlement to ownership, provisional or executorial attachment, appointment of a receiver, liquidator or similar Person (whether provisional or not); (c) any claim, lien or charge under a contract; or (d) any conditional sale, right to claim title or possession, voting agreement, option, lock-in, pre-emption right, right of first refusal or offer, tag-along right, drag-along right, right to acquire, non-disposal undertaking, any transfer restriction or any other restriction imposed under Applicable Law or contract on the transferability, in favour of any Person;
- (rr) **“Entitlement Shares”** shall have the meaning ascribed to it in Article 66(b);
- (ss) **“Event of Default”** shall have the meaning ascribed to it in Article 146;
- (tt) **“Financial Year”** means the financial year of the Company commencing on April 1 and ending on March 31 of the following Calendar Year, unless changed as per Applicable Law;
- (uu) **“Five Year Business Plan”** shall have the meaning ascribed to it in Article 63;
- (vv) **“Funding Completion Period”** shall have the meaning ascribed to it in Article 66(d);
- (ww) **“Funding Period”** shall have the meaning ascribed to it in Article 66(d);
- (xx) **“General Meeting”** means any duly convened annual or extra-ordinary general meeting of the Shareholders of the Company;
- (yy) **“Government Authority”** shall mean any government, or governmental, legislative, executive, administrative, judicial or regulatory, authority, body, board, ministry, department, commission, tribunal, stock exchange, agency or other Person exercising





legislative, executive, administrative, judicial or regulatory functions (including any court or tribunal), having jurisdiction over the matter in question;

- (zz) **“Ind AS”** shall mean the Indian Accounting Standards notified under the Companies (Indian Accounting Standards) Rules, 2015;
- (aaa) **“Indian GAAP”** shall mean accounting standards notified under Companies (Accounting Standards) Rules, 2006;
- (bbb) **“INR”** means the lawful currency of India;
- (ccc) **“Insolvency Event”** means, in relation to any Person, any of the following: (i) where such Person is adjudged insolvent by a court or other relevant government authority and such adjudication remains valid and in force for a period of 60 (sixty) days from the date of such adjudication; (ii) where such Person commences voluntary winding-up or liquidation or any similar proceedings; (iii) where such Person is subjected to the appointment of a receiver, administrative receiver, official liquidator including provisional liquidator, trustee, other encumbrancer or similar officer over its undertaking or corporate entity or a material part of its assets or undertaking; (iv) where such Person ceases to carry on its business, or a distress or execution is levied or enforced against any of its assets; or (v) where such Person is dissolved or suffers any analogous event to any of the above under Applicable Law;
- (ddd) **“KBT”** means Kubota Corporation, a company duly organised and existing under the laws of Japan, having its principal office at 2-47, Shikitsuhigashi 1chome, Naniwa-Ku, Osaka 556-8601, Japan;
- (eee) **“KBT Competitor”** shall have the meaning ascribed to it under the Shareholders Agreement;
- (fff) **“KBT Director”** means a director nominated by KBT and appointed in accordance with Article 88;
- (ggg) **“KBT Permitted Transferee”** means a subsidiary of KBT all of the capital stock of which is owned directly by KBT;
- (hhh) **“Managing Director”** means the managing director of the Company, appointed in terms of these Articles and Applicable Law, on such terms as may be passed by the Board;
- (iii) **“Memorandum of Association”** means the memorandum of association of the Company, as amended from time to time;
- (jjj) **“Non-Defaulting Party”** means (a) KBT, in the event that EL is the Defaulting Party, and (b) EL, in the event that KBT is the Defaulting Party;
- (kkk) **“Offer Period”** shall have the meaning ascribed to it in Article 38;
- (lll) **“Offeree”** shall have the meaning ascribed to it in Article 36;



- (mmm) “**Offered Shares**” shall have the meaning ascribed to it in Article 37;
- (nnn) “**Offeror**” shall have the meaning ascribed to it in Article 36;
- (ooo) “**Original Board Meeting**” shall have the meaning ascribed to it in Article 107;
- (ppp) “**Original Director**” shall have the meaning ascribed to it in Article 97(c);
- (qqq) “**Original General Meeting**” shall have the meaning ascribed to it in Article 70;
- (rrr) “**Permitted Transferee**” means the EL Permitted Transferee or the KBT Permitted Transferee, as the case may be;
- (sss) “**Person**” means any individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any government, administrative or regulatory authority or agency, and their respective successors, legal personal representatives and assigns, as the case may be;
- (ttt) “**Pre-emption Notice**” shall have the meaning ascribed to it in Article 66(b);
- (uuu) “**Pre-emption Offer**” shall have the meaning ascribed to it in Article 66(b);
- (vvv) “**Pre-emption Period**” shall have the meaning ascribed to it in Article 66(c);
- (www) “**Production Outsourcing Agreement**” shall mean the production outsourcing agreement dated May 08, 2019, executed by EL and EKI;
- (xxx) “**Proposed Issuance**” shall have the meaning ascribed to it in Article 66(b);
- (yyy) “**Quorum**” shall have the meaning ascribed to it in Article 106;
- (zzz) “**Reconvened Board Meeting**” shall have the meaning ascribed to it in Article 107;
- (aaaa) “**Reconvened General Meeting**” shall have the meaning ascribed to it in Article 70;
- (bbbb) “**Related Party**” shall have the meaning ascribed to it under the Act, and in relation to the Company, the term ‘Related Party’ shall include EL, KBT, their respective Affiliates;
- (cccc) “**Relevant Agreements**” means: (a) Distributorship Agreement dated March 9, 2009, between KBT and the Company, as amended from time to time; (b) Distributorship Agreement dated March 10, 2015, executed between the Company and SIAM Kubota Corporation Co., Ltd.; and (c) Business Collaboration Agreement, as amended by the Amendment Agreement to the Business Collaboration Agreement dated October 5, 2020, executed between EL and KBT;
- (dddd) “**Reserved Matters**” shall mean the matters enlisted in **Schedule 1** hereto;



- (eeee) **“Right of First Refusal”** shall have the meaning ascribed to it in Article 36;
- (ffff) **“ROFR Notice”** shall have the meaning ascribed to it in Article 37;
- (gggg) **“ROFR Price”** shall have the meaning ascribed to it in Article 37;
- (hhhh) **“ROFR Terms”** shall have the meaning ascribed to it in Article 37;
- (iiii) **“ROFR Waiver”** shall have the meaning ascribed to it in Article 37;
- (jjjj) **“Rules”** means the rules framed under the Act, and as amended from time to time;
- (kkkk) **“Senior Management Officers”** shall have the meaning ascribed to it in Article 131;
- (llll) **“Shareholders Agreement”** means the Shareholders’ Agreement dated October 5, 2020, entered into by EL, KBT and the Company;
- (mmmm) **“Share Capital”** means the entire issued, allotted and paid-up share capital of the Company;
- (nnnn) **“Shareholders”** means EL and KBT and any Permitted Transferees of EL and KBT holding Shares who is registered in the books of the Company as the holder of a Share for the time being, and **“Shareholder”** means KBT, EL and/or any such Permitted Transferee, as the case may be;
- (oooo) **“Shares”** means equity shares of the Company of face value of INR 10 (Indian Rupees Ten only) each;
- (pppp) **“SPA”** means the Share Purchase Agreement dated March 20, 2020, amended by the amendment agreement dated July 15, 2020, and the second amendment agreement dated October 5, 2020, entered into between KBT, EL and the Company;
- (qqqq) **“Tag Along Notice”** shall have the meaning ascribed to it in Article 40;
- (rrrr) **“Tag Along Right”** shall have the meaning ascribed to it in Article 40;
- (ssss) **“Tag Along Shares”** shall have the meaning ascribed to it in Article 40;
- (tttt) **“Tag Completion Period”** shall have the meaning ascribed to it in Article 42;
- (uuuu) **“Tag Notice Period”** shall have the meaning ascribed to it in Article 40;
- (vvvv) **“Tag Purchaser”** shall have the meaning ascribed to it in Article 42;
- (www) **“Tax”** includes: (i) all central, state or local or foreign taxes, charges, fees, imposts, levies or other assessments, including in relation to net income, gross receipts, capital, sales, use, goods and services, service, transfer, withholding, capital gains, securities transfer, acquisition, registration, franchise, profits, inventory,



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capital stock, wealth, license, payroll, employment, social security, excise, severance, utility, dividends, stamp, occupation, real or personal property, estimated taxes, fringe benefits, customs duties, assessments, levies, cesses and charges in the nature of a tax, as may be applicable; and (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authorities in connection with any item described in paragraph (i) above, as may be applicable;

(xxxx) **“Technical Collaboration Agreement”** means the Technical Collaboration Agreement dated May 08, 2019, executed by KBT and EKI;

(yyyy) **“Territory”** means the Republic of India;

(zzzz) **“Third Party”** means any Person other than EL, KBT and the Permitted Transferees;

(aaaaa) **“Transfer”** means:

- (i) any transfer or other disposition of Shares or other securities whether or not convertible into or exchangeable for Shares or voting interests or any interest therein, including, without limitation, by operation of Applicable Law or by court order, by judicial process, or by foreclosure, levy or attachment;
- (ii) any sale, assignment, gift, donation, redemption, conversion or other disposition of Shares or other securities or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to, or beneficial ownership of, such Shares or other securities whether or not convertible into or exchangeable for Shares 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 Encumbrance in, or extending or attaching to, Shares or other securities whether or not convertible into or exchangeable for Shares or any interest therein.

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

- (a) Any reference in these Articles or its Schedules to a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date on which these Articles are binding and any subordinate legislation or regulation made under the relevant statute or statutory provision.
- (b) The headings in these Articles are inserted for convenience only and shall not affect the construction of these Articles.
- (c) Any reference in these Articles to **“these Articles”** includes all amendments, additions, and variations thereto agreed between the Shareholders hereto.



- (d) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing a specific gender shall include the other genders (male, female or neuter), and pronouns shall have a similarly extended meaning.
- (e) A reference to a “**month**” is a reference to a period starting on one day in a calendar month and ending on the numerically preceding day in the next succeeding calendar month.
- (f) The words “**written**” and “**in writing**” include any means of visible reproduction like printing, typing or in electronic form (including e-mail). References to “**Schedules**” and “**Articles**” are to the articles of, and the schedules of, these Articles (unless the context otherwise requires). The Schedules form part of these Articles and have the same force and effect as if expressly set out in the body of these Articles.
- (g) Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings.
- (h) The expressions “hereof”, “herein” and similar expressions shall be construed as references to these Articles as a whole and not limited to the particular Article or provision in which the relevant expression appears.
- (i) The *ejusdem generis* (of the same kind) rule will not apply to the interpretation of these Articles. Accordingly, *include* and *including* will be read without limitation.
- (j) A reference to any document (including these Articles) is to that document as amended, consolidated, supplemented, novated or replaced from time to time in accordance with the terms hereof.
- (k) The words “*directly or indirectly*” mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and “direct or indirect” have the correlative meanings.
- (l) When any number of days is prescribed in any document, it shall be reckoned exclusive of the first and inclusive of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.

#### ***Private Company***

- 4. The Company is a private company within the meaning of Section 2(68) of the Act, and accordingly:
  - (a) no invitation shall be issued or made to the public to subscribe for any securities of the Company;
  - (b) the number of Shareholders of the Company shall be limited to 200 (two hundred), not including:



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- (i) persons who are in the employment of the Company; and
- (ii) persons who having been formerly in the employment of the Company, were Shareholders of the Company while in that employment and have continued to be Shareholders after the employment ceased;

Provided that where 2 (two) or more persons hold 1 (one) or more Shares in the Company jointly, they shall be treated as single Shareholder.

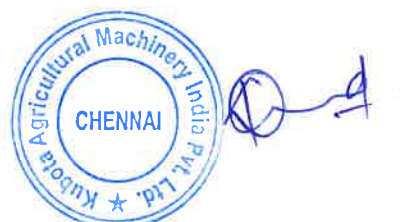
The right of the Shareholders to transfer the Shares is restricted in the manner and to the extent herein provided.

### ***Share Capital and Variation of Rights***

5. Subject to the provisions of the Act and these Articles, the Shares in the capital of the Company shall be under the control of the Directors who may, at all times, subject to these Articles including Articles 83 and 84 (*Reserved Matters*), issue, allot or otherwise dispose of the same or any of them, to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
6. Except as required by Applicable Law and subject to these Articles, 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 Articles or by Applicable Law otherwise provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder.
7. If at any time the Share Capital is divided into different classes of Shares in accordance with these Articles including Articles 83 and 84 (*Reserved Matters*), 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 of all the Shareholders.
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.
9. Subject to the provisions of Section 55 of the Act and Articles 83 and 84 (*Reserved Matters*) of these Articles any preference shares may, with the sanction of a resolution as required under the Act, 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 such preference shares may, by resolution as required under the Act, determine.

### ***Share Certificates***

10. Every Shareholder whose name is entered as a member in the register of members shall be entitled to receive: (a) within 15 Business Days from such date as agreed in writing between KBT and EL, in writing, after incorporation (in case of subscribers to the Memorandum of





Association), or (b) within 2 (two) months after allotment, or (c) within 1 (one) month after the application for the registration of transfer or transmission, or (d) within such other period as the conditions of issue may provide:

- (i) 1 (one) certificate for all his Shares without payment of any charges; or
  - (ii) several certificates, each for 1 (one) or more of his Shares, upon payment of INR 20 (Indian Rupees Twenty) for each certificate after the first.
11. Every certificate shall specify the Shares to which it relates and the amount paid-up thereon, and shall be signed by 2 (two) Directors or by a Director and the Company Secretary, wherever the Company has appointed a Company Secretary.
12. In respect of any Share or Shares held jointly by several Persons, the Company shall not be bound to issue more than 1 (one) certificate, and delivery of a certificate for a Share to one of the several joint holders shall be sufficient delivery to all such holders.
13. 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 of such certificate to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed, then upon proof of such loss or destruction to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of INR 20 (Indian Rupees Twenty) for each certificate.
14. The provisions of Articles 10 to 13 shall *mutatis mutandis* apply to debentures of the Company.

#### ***Dematerialisation of Securities***

15. Subject to the provisions of these Articles including Articles 83 and 84 (*Reserved Matters*), the Company shall be entitled to, (a) at the request of any Shareholder, dematerialise the securities held by such Shareholder or rematerialize such securities held in the Depository, and/or (b) offer its fresh securities in the dematerialised form, pursuant to the Depositories Act and the rules and regulations framed thereunder, if any.

#### ***Lien***

16. (a) The Company shall have a first and paramount lien:
- (i) 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
  - (ii) on all Shares (not being fully paid Shares) standing registered in the name of a single Person, for all monies presently payable by him or his estate to the Company.

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



- (b) The Company's lien, if any, on a Share shall extend to all dividends payable and bonuses declared from time to time in respect of such Shares.
17. Subject to the provisions of the Act and these Articles, 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 14 (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.
18. To give effect to any such sale referred in Article 17 above:
- (a) the Board may authorise some Person to transfer the Shares sold to the purchaser thereof;
- (b) the purchaser shall be registered as the holder of the Shares comprised in any such transfer; and
- (c) 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.
19. (a) The proceeds of the sale referred in Article 17 above 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.
- (b) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the Shares before the sale, be paid to the person entitled to the Shares at the date of the sale.

#### ***Calls on Shares***

20. (a) Subject to the provisions of the Act the Board may, from time to time, make calls upon the Shareholders in respect of any monies unpaid on their Shares (whether on account of the nominal value of the Shares or by way of premium) unless 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 1 (one) month from the date fixed for the payment of the last preceding call.



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- (b) Each Shareholder shall, subject to receiving at least 14 (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.
  - (c) A call may be revoked or postponed at the discretion of the Board.
21. 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.
22. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
23. (a) 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 10 % (ten per cent) *per annum* or at such lower rate, if any, as the Board may determine.
- (b) The Board shall be at liberty to waive payment of any such interest wholly or in part.
24. (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 Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- (b) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
25. The Board may:
- (a) if it thinks fit, receive from any Shareholder 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 (until the same would, but for such advance, become presently payable) pay interest at such rate, not exceeding, unless the Company in a General Meeting shall otherwise direct, 12 % (twelve per cent) *per annum*, as may be agreed upon between the Board and the Shareholder paying the sum in advance.

### ***Transfer of Shares***

26. (a) The instrument of transfer of any Share in the Company shall be executed by or on behalf of both the transferor and transferee.
- (b) 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.
27. The Board may, subject to the right of appeal conferred by Section 58 of the Act decline to register:



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- (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.
28. 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.
29. On giving not less than 7 (seven) days' prior notice in accordance with Section 91 of the Act 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 30 (thirty) days at any one time or for more than 45 (forty five) days in the aggregate in any year.
30. Unless otherwise expressly agreed in writing by the Shareholders, no Shareholder (including its respective Permitted Transferees to whom Shares may have been transferred) shall, subject to, and in accordance with, the terms of these Articles, directly or indirectly, do, or agree to do, any of the following during the term of the Shareholders Agreement, except as expressly permitted herein:
- (a) Transfer any Share or any interest in any Share;
  - (b) pledge, mortgage, charge or otherwise create any Encumbrance over any Share or any interest in any Share;
  - (c) grant an option over any Share or any interest in any Share; and/or
  - (d) enter into any agreement with respect to the votes attached to any Share.
31. Notwithstanding Articles 32, the Shareholders shall be entitled to Transfer their Shares to any of their respective Permitted Transferees subject to: (a) such Permitted Transferees executing a Deed of Adherence and complying with the provisions of these Articles on and from the date of the Transfer of the Shares to such Permitted Transferees; and (b) such transferring Shareholder remains jointly and severally liable for any and all obligations and liabilities of such Permitted Transferees under these Articles. EL or KBT, as the case may be, transferring any of the Shares held by it to its Permitted Transferees shall intimate the other Shareholder in writing at least 5 (five) Business Days prior to the proposed Transfer, along with the details of such Permitted Transferees (including the details of name, registered office, evidence of such a Permitted Transferee being the wholly-owned direct subsidiary of the Shareholder



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proposing to Transfer its Shares, etc.). In the event that any Permitted Transferee of either EL or KBT, as the case may be, holding Shares ceases to be a Permitted Transferee, EL or KBT, as the case may be, shall procure that such Permitted Transferee Transfers the entirety of the Shares held by it in the Company to EL or KBT, as the case may be, or any other Permitted Transferee of EL or KBT, as the case may be, prior to it ceasing to be a Permitted Transferee of EL or KBT, as the case may be.

32. Subject to Article 30 and Article 33, each Shareholder including its Permitted Transferees, shall be entitled to Transfer all (and not part) of the Shares held by them to any Third Party, subject to the Right of First Refusal (*as defined hereafter*) and the Tag Along Right (*as defined hereafter*) of the other Shareholder, in each case in the manner set out in these Articles. Provided that any Person to whom any Shares are Transferred shall execute a Deed of Adherence and shall comply with the provisions of these Articles, on and from the date of the Transfer of the Shares to such Person.
33. Notwithstanding anything contained in these Articles, the Shareholders shall not be permitted to Transfer any Shares held by them: (a) in the case of Transfer of Shares by KBT, to a Third Party purchaser who is an EL Competitor; and (b) in the case of Transfer of Shares by EL to a Third Party purchaser who is a KBT Competitor.
34. The Board shall not register a Transfer of any Shares, unless the Transfer is permitted by, and made in accordance with Applicable Law and in compliance with the provisions of Articles 26 to 44 or Article 149. Any Transfer or purported Transfer of Shares that either directly or indirectly violates the provisions of Articles 26 to 44 shall be null and void *ab initio* and the Company shall not in any way give effect to or register any such non-compliant Transfer.
35. Subject to compliance with the remaining provisions of Articles 26 to 44, all of the rights and obligations of EL and KBT under these Articles shall extend to, and be exercisable by and binding on, their Permitted Transferees if such Permitted Transferee holds any Shares at any point in time during the subsistence of the Shareholders Agreement, and references to EL and KBT in these Articles shall be read accordingly. For so long as EL and KBT continue to be a Shareholder, each of their Permitted Transferees shall act together with EL or KBT, as the case may be, as a single Person for the purposes of exercising any rights and for adhering to the obligations under these Articles.

#### ***Right of First Refusal***

36. If at any time KBT or EL, as the case may be (“**Offeror**”) intend to Transfer all (and not part) of their Shares other than to their Permitted Transferees pursuant to Article 32 above, they shall first be required to offer the same to EL or KBT (as the case may be) (the “**Offeree**”) in accordance with the provisions of these Articles 36 to 39 (the “**Right of First Refusal**”).
37. The Offeror shall deliver to the Offeree a written notice offering to Transfer its Shares (“**ROFR Notice**”), which notice shall state (a) the name and address of the proposed Third Party purchaser; (b) the number of Shares constituting the entire shareholding of the Offeror in the Company (“**Offered Shares**”); (b) price per share at which the Offered Shares are proposed to be transferred (“**ROFR Price**”); and (d) the other terms and conditions of the proposed sale (all the terms contained in the ROFR Notice shall collectively be referred to as the “**ROFR Terms**”). The Offeree shall confirm to the Offeror within 30 (thirty) Business Days from the date of delivery of the ROFR Notice either (a) its written acceptance of the



ROFR Terms and the commitment to purchase the Offered Shares at the ROFR Price (“**Acceptance Notice**”); or (b) a written notice expressly waiving its right to purchase the Offered Shares (“**ROFR Waiver**”) (where such ROFR Waiver shall include a failure of the Offeree to deliver the Acceptance Notice within the aforementioned time limit of 30 (thirty) Business Days prescribed in this Article 37).

38. If the Offeree chooses to accept the Offered Shares, then the Offeree, by itself or through a nominee, shall complete the purchase in aggregate all, but not less than all, of the Offered Shares within a period of 60 (sixty) Business Days from the date of delivery of the Acceptance Notice (“**Offer Period**”) to the Offeror, at a purchase price equal to the ROFR Price and upon the other ROFR Terms. The Offeree may assign to any of its nominee its right to acquire all or any Offered Shares pursuant to this Article 38. If the Offeree, after having issued the Acceptance Notice, does not make payment of the complete ROFR Price within the Offer Period, the Offeror may sell the Offered Shares (all and not a part of such Offered Shares) to an eligible Third Party on such commercial terms as the Offeror determines. If the Offeree accepts the Offered Shares, then Offeror shall not be required to provide the Offeree with any representations and warranties other than regarding (a) its good title to the Offered Shares; (b) absence of Encumbrance with regard to the Offered Shares; and (c) customary representations regarding its power and authority to sell the Offered Shares. It is further clarified that the Offer Period shall not include any time taken to procure regulatory approvals for the transfer provided that the application for seeking such approvals have been made within 10 (ten) Business Days from the expiry of the Offer Period.
39. Subject to Articles 40 to 44 (*Tag Along Rights*) below, upon the receipt of the ROFR Waiver (as the case may be), the Offeror may, within a period of 30 (thirty) days commencing from the expiry of the Offer Period or the date of the ROFR Waiver, whichever is earlier, Transfer the Offered Shares (all and not part) to a Third Party purchaser, provided that such Transfer of the Offered Shares shall not be made at a price lower than the ROFR Price/terms more favourable than the ROFR Terms. The Offeror shall ensure that the Third Party purchaser executes a Deed of Adherence. If such a Transfer does not occur within the aforesaid period of 30 (thirty) days for any reason, the restrictions provided for in Articles 36 to 39 shall again become effective, and no Transfer of Shares may be made by the Offeror thereafter without again making an offer to the Offeree in accordance with Articles 36 to 39.

#### ***Tag Along Rights***

40. Subject to the Right of First Refusal of each Shareholder under Articles 36 to 39 above, if the Offeror proposes to sell the Offered Shares to a Third Party purchaser and the Offeree does not deliver the Acceptance Notice in accordance with Article 37, the Offeree shall have the right (but not the obligation) (“**Tag Along Right**”) to participate in such proposed sale, in respect of all (and not part) of Shares held by it as is provided in Article 41 below (“**Tag Along Shares**”) by issuing a notice informing the exercise of Tag Along Right (“**Tag Along Notice**”) to the Offeror within 30 (thirty) Business Days from the date of receipt of the ROFR Notice (“**Tag Notice Period**”).
41. Any sale by the Offeree pursuant to the Tag Along Right shall be made at the same price and other terms and conditions as described in the ROFR Notice.
42. The sale of the Offered Shares (along with Tag Along Shares (in case of (a) below)), to the proposed purchaser of the Offered Shares and Tag Along Shares (for purposes of Articles 42



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to 44 shall mean “**Tag Purchaser**”) shall be completed within: (a) a period of 60 (sixty) Business Days from the receipt by the Offeror of the Tag Along Notice pursuant to the Offeree exercising its Tag Along Right; or (b) a period of 60 (sixty) Business Days of the expiry of the Tag Notice Period if the Offeree does not exercise its Tag Along Rights (“**Tag Completion Period**”). In the event the Offeree exercises its Tag Along Rights, KBT and EL shall co-operate in good faith to obtain all regulatory approvals, if any, that may be required for the sale of the Tag Along Shares/ Offered Shares. Notwithstanding anything contained in this Article 42, in the event that the sale of the Tag Along Shares/ Offered Shares to the Tag Purchaser cannot be completed on account of there being no response from the relevant Government Authority within the Tag Completion Period or the government approval is refused or has not been obtained despite the best efforts of EL, KBT and the Company, the Offeror and Offeree shall not complete the sale of the Offered Shares/ Tag Along Shares to the Tag Purchaser until such government approval has been obtained. Further, if the Offeror intends to sell its Shares pursuant to item (b) above, in the event of a failure to so consummate the sale within the aforesaid Tag Completion Period, any sale by the Offeror of its Shares shall once again be subject to the provisions of Articles 40 to 44. It is further clarified that in case of a transfer by the Offeror pursuant to item (a) above, the Tag Completion Period shall not include any time taken to procure regulatory approvals for the transfer.

43. Where the Offeree has issued a Tag Along Notice in accordance with these Articles, the Offeror shall not sell any of its Shares to the Tag Purchaser unless the Tag Purchaser simultaneously purchases all of the Tag Along Shares from the Offeree on the price and other terms as specified in the ROFR Notice. In the event the Offeror fails to sell all its Offered Shares to the Tag Purchaser within the Tag Completion Period, the Offeree shall be under no obligation to sell the Tag Along Shares to the Tag Purchaser.
44. In the event the Offeree does not exercise the Tag Along Rights within the Tag Notice Period or where the Offeree exercises the Tag Along Rights within the Tag Notice Period, but fails to tender the Tag Along Shares in accordance with these Articles, the Offeror shall be free to sell the Offered Shares to the Tag Purchaser, provided that such sale as set out in this Article 44: (a) shall be consummated within 60 (sixty) Business Days of the expiry of the Tag Notice Period; and (b) the sale price shall not be less than the ROFR Price/terms more favourable than the ROFR Terms. In the event of a failure to so consummate the sale within the aforesaid 60 (sixty) Business Days period, any sale by the Offeror of its Shares shall once again be subject to the provisions of Articles 40 to 44.

#### ***Transmission of Shares***

45. Subject to the provisions of these Articles,
  - (a) On the death of a Shareholder, the survivor or survivors where the Shareholder was a joint holder, and his nominee or nominees or legal representatives where the Shareholder was a sole holder, shall be the only Persons recognised by the Company as having any title to his interest in the Shares.
  - (b) Nothing in Article 45(a) 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.



46. (a) Any Person becoming entitled to a Share in consequence of the death or insolvency of a Shareholder 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:
- (i) to be registered himself as holder of the Share; or
  - (ii) to make such transfer of the Share as the deceased or insolvent Shareholder could have made.
- (b) 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 Shareholder had transferred the Share before his death or insolvency.
47. (a) 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.
- (b) If the Person aforesaid shall elect to transfer the Share, he shall testify his election by executing a transfer of the Share.
- (c) All the limitations, restrictions and provisions of these Articles 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 Shareholder had not occurred and the notice or transfer were a transfer signed by that Shareholder.
48. 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 Shareholder 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, subject to the provisions of Applicable Law:

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 90 (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.

#### ***Forfeiture of Shares***

49. If a Shareholder 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.
50. The notice aforesaid shall:



- (a) name a further day (not being earlier than the expiry of 14 (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.
51. 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.
52. (a) A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- (b) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
53. (a) A Person whose Shares have been forfeited shall cease to be a Shareholder 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.
- (b) 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.
54. (a) A duly verified declaration in writing that the declarant is a Director, the manager or the secretary of the Company, and that a Share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Share;
- (b) 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;
- (c) The transferee shall thereupon be registered as the holder of the Share; and
- (d) 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.
55. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the nominal value of the Share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

#### ***Alteration of Capital***

56. Subject to the provisions of these Articles including Article 66 (*Further Issue of Shares*) and Articles 83 and 84 (*Reserved Matters*), the Company may, from time to time, by a resolution



as required under the Act, increase the share capital by such sum, to be divided into Shares of such amount, as may be specified in the resolution.

57. Subject to the provisions of Section 61 of the Act and these Articles, the Company may, by a resolution passed with the consent of EL and KBT:

- (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 of Association; or
- (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.

58. Where Shares are converted into stock subject to the provisions of these Articles:

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

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

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

59. Subject to the provisions of these Articles including Articles 83 and 84 (*Reserved Matters*), the Company may, by a resolution as may be required under the Act, reduce in any manner and with, and subject to, any incident authorised and consent required by Applicable Law:

- (a) its Share Capital;
- (b) any capital redemption reserve account; or



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- (c) any Share premium account.

***Capitalisation of Profits***

60. (a) The Company in a General Meeting may, upon the recommendation of the Board, subject to consent of KBT and EL, in writing, resolve:
- (i) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
  - (ii) that such sum be accordingly set free for distribution in the manner specified in (b) below amongst the Shareholders who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (b) The sum aforesaid shall not be paid in cash but shall be applied either in or towards:
- (i) paying up any amounts for the time being unpaid on any Shares held by such Shareholders respectively;
  - (ii) paying up in full, unissued Shares of the Company to be allotted and distributed, credited as fully paid up, to and amongst such Shareholders in the proportions aforesaid;
  - (iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii);
  - (iv) a securities premium account and a capital redemption reserve account may, for the purposes of this Article, be applied in the paying up of unissued Shares to be issued to Shareholders of the Company as fully paid bonus Shares;
  - (v) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.
61. (a) Whenever such a resolution as aforesaid shall have been passed, the Board shall:
- (i) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid Shares if any; and
  - (ii) generally do all acts and things required to give effect thereto.
- (b) The Board shall have power to:
- (i) 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



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- (ii) authorise any person to enter, on behalf of all the Shareholders 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 Shareholders.

#### ***Buy-back of Shares***

- 62. Subject to the provisions of Articles 83 and 84 hereof (*Reserved Matters*) and Sections 68 to 70 of the Act and any other applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own Shares or other specified securities.

#### ***Additional Financing***

- 63. The Company may require funds from time to time, for undertaking its business and its other commercial objectives. The future funding plans of the Company shall be mutually agreed amongst EL and KBT based on the 5 (five) year business plans which shall be agreed between KBT and EL prior to November 30, 2020 ("**Five Year Business Plan**"). Subject to the terms of Five year Business Plan, these Articles, the Shareholders Agreement and Applicable Laws, KBT and EL shall assist the Company, on a commercially reasonable effort basis, in raising funds for such purposes in any of the manners as set out in Articles 63 to 66, without any specific order of preference, as mutually agreed in writing at the relevant time between EL and KBT, considering the cost of financing, the business situation of the Company and other relevant factors in respect of the options.

- 64. *Internal Accruals*

The Company shall, subject to the Five Year Business Plan, seek to finance its funding requirements out of its internal accruals and the profits generated from the operations of the Company.

- 65. *Debt Financing*

- (a) Subject to the Five Year Business Plan, the Company shall seek to obtain funding by way of debt facilities from commercial banks and financial institutions within or outside India on such terms and conditions as may be acceptable to both EL and KBT in writing. To the extent required, the Company shall provide such security as may be required for the purpose of availing such facilities from commercial banks and other financial institutions. The Shareholders shall, on a commercially reasonable efforts basis, assist the Company to obtain such debt facilities by providing guarantees for the debt facilities, subject to Applicable Laws, on a *pro-rata* basis in proportion to their then respective shareholding in the Share Capital.
- (b) Subject to mutual agreement between KBT and EL and pursuant to the Five Year Business Plan, the Company may obtain debt facilities from the Shareholders by way



of loans subject to compliance with Applicable Laws, on a *pro-rata* basis in proportion to their then respective shareholding in the Share Capital.

66. *Further Issue of Shares*

- (a) Subject to Articles 83 and 84 (*Reserved Matters*) and the Five Year Business Plan, the Board may call for further funding from EL and KBT pursuant to Section 62(1)(a) of the Act, and the Shareholders may contribute further funds to the Company, in accordance with this Article 66, in compliance with Applicable Laws, at the time of such further funding. For the avoidance of doubt, no Shareholder is under any commitment or obligation to contribute further funds, or participate in any further issuance of securities by the Company.
- (b) In the event the Company is desirous of issuing any Shares to the Shareholders ("**Proposed Issuance**"), then the Company shall, subject to Applicable Law, offer all its Shareholders ("**Pre-emption Offer**"), the right to subscribe to its *pro rata* share of such Proposed Issuance at the price, terms and conditions that are identical to all Shareholders in terms of Section 62(1)(a) of the Act. The Company shall deliver a written notice to all the Shareholders ("**Pre-emption Notice**") setting out the following details in respect of the Pre-emption Offer: (i) the number and types of Shares proposed to be issued under the Proposed Issuance ("**Additional Shares**"); (ii) the number of Additional Shares that may be subscribed to by the relevant Shareholder pursuant to this Article 66 ("**Entitlement Shares**"); and (iii) the terms and conditions of the Proposed Issuance, including the aggregate consideration at which the Additional Shares are proposed to be issued.
- (c) Each Shareholder shall, within 30 (thirty) calendar days following delivery of the Pre-emption Notice ("**Pre-emption Period**"), issue a written notice to the Company specifying the number of Entitlement Shares proposed to be subscribed to by such Shareholder. Failure by any Shareholder to give such notice within the aforesaid period shall be deemed to be a waiver by such Shareholder of its rights under this Article 66 with respect to such Proposed Issuance. KBT and EL shall have the right to assign to their respective Permitted Transferees, the right to acquire the Entitlement Shares pursuant to this Article 66, provided such Permitted Transferees execute a Deed of Adherence upon acquiring any Shares, and agree to be bound by the terms of the Shareholders Agreement.
- (d) In the event that any Shareholder does not: (i) agree to subscribe to the Entitlement Shares in full; or (ii) respond to the Pre-emption Notice within 30 (thirty) days of its receipt by the Shareholder ("**Funding Period**"); then the Company shall issue the Additional Shares or the un-subscribed portion of the Additional Shares (as the case may be), to the other Shareholder or its Permitted Transferees. If the Proposed Issuance is not completed within 90 (ninety) days of the Pre-emption Notice (excluding any period required for obtaining any regulatory approvals by the Company or the Shareholders), then the process set out in this Article 66 shall be repeated ("**Funding Completion Period**").
- (e) (i) All costs and expenses that may arise as a result of any Proposed Issuance shall be borne by the Company; and (ii) the obligation to make a Pre-emption Offer shall not



arise in the event that the Proposed Issuance is pursuant to an employee stock option plan or an initial public offer.

### ***General Meetings***

67. All General Meetings other than the annual general meeting shall be called “extraordinary general meeting”.
68. (a) The Board may, whenever it thinks fit, call an extraordinary general meeting in accordance with the provisions of these Articles.
- (b) Each of the Shareholders shall also be entitled to call an extraordinary general meeting in accordance with the provisions of the Act and these Articles.

### ***Proceedings at General Meetings***

69. (a) No business shall be transacted at any General Meeting unless a quorum of Shareholders is present not only at the time when the meeting proceeds to business but also while transacting the business.
- (b) Subject to the provisions of the Act, these Articles and the Shareholders Agreement, including Articles 83 and 84 (*Reserved Matters*), all General Meetings shall require a quorum of at least 2 (two) Shareholders, and shall require the presence of at least 1 (one) EL representative and 1 (one) KBT representative and such quorum requirement will need to be satisfied throughout the entire General Meeting.
- (c) The Chairman shall preside as the chairman at every General Meeting of the Company.
- (d) In the absence of the Chairman within 15 (fifteen) minutes after the time appointed for holding the meeting, for any reason whatsoever at a General Meeting, the Directors present shall only choose one of the Directors nominated by the Shareholder nominating the then Chairman to be the chairman of the meeting.
- (e) If at any meeting no Director nominated by the Shareholder nominating the Chairman is present after 15 (fifteen) minutes after the time appointed for holding the meeting or is willing to act as chairman, the Shareholder nominating the Chairman (or its representative) shall be the chairman of the meeting.
- (f) Unless a shorter notice period is permitted in accordance with Applicable Laws and agreed to by EL and KBT, no General Meeting shall be held unless at least 21 (twenty one) days clear notice (in written or through electronic mode) of that meeting has been given to each Shareholder at their usual addresses whether in India or abroad along with an agenda, accompanied by the necessary background and other information and/or supporting documents pertaining to the agenda.
- (g) No item shall be resolved at any General Meeting unless the same has been stated in the agenda to the notice calling for the meeting.



- (h) Subject to Applicable Law, the Shareholders shall exercise all of their voting rights in relation to the Shares held by them in the Company in such manner so as to give full effect to the terms and conditions of the Shareholders Agreement and these Articles.
- (i) The Company shall, and the Shareholders shall cause the Company to, prepare minutes of all General Meetings in the English language and such minutes shall be circulated to all Shareholders within 30 (thirty) days after each meeting.
- (j) Subject to the provisions of the Act, the minutes of each General Meeting shall be required to be signed and dated by both the Chairman and the Co-Chairman for them to be considered as approved, final and binding on the Company and no such minutes shall be entered in the minutes book of the Company unless they have been signed and dated by both the Chairman and the Co-Chairman.

#### *Adjournment of Meeting*

- 70. If the quorum is not present at a duly convened General Meeting (“**Original General Meeting**”) within 30 (thirty) minutes of the appointed time for such General Meeting or the quorum is no longer present during the General Meeting, then the meeting shall be adjourned and be reconvened on the first Business Day after 15 (fifteen) clear days of the date of the Original General Meeting at the same time as the Original General Meeting at a venue which shall be any place in India as may be determined by the Chairman (“**Reconvened General Meeting**”). For the avoidance of doubt, it is hereby clarified that the venue of the Reconvened General Meeting (being any place in India) shall be decided by the Chairman and shall be intimated to all the Shareholders by way of a notice no later than 5 (five) Business Days from the date of the Original General Meeting.
- 71. If at the Reconvened General Meeting, the requisite quorum is not present due to the absence of EL within 30 (thirty) minutes from the time when the meeting should have begun or if during the meeting there is no longer a quorum due to the absence of EL, then subject to Applicable Laws, KBT and any KBT Permitted Transferee (or their respective authorized representatives thereof) present shall constitute quorum, and they shall be entitled to vote on all matters set out in the agenda of the Original General Meeting, other than the Reserved Matters.
- 72.
  - (a) The Chairman 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.
  - (b) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
  - (c) When a meeting is adjourned for 30 (thirty) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
  - (d) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.





73. To the extent of the specific provisions contained in these Articles, Sections 101 to 107 and Section 109 of the Act shall not apply to the Company.

### ***Voting Rights***

74. Subject to the provisions of Article 83 and 84 (*Reserved Matters*), at the General Meetings of Shareholders of the Company, the voting rights shall be exercised by poll in the proportion of each Shareholder's share in the paid-up equity Share Capital of the Company, and not by show of hands. Each Share shall have only 1 (one) vote.
75. A Shareholder may exercise his vote at a meeting by electronic means in accordance with Section 108 of the Act and shall vote only once.
76. Unless otherwise provided under these Articles,
- (a) 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; and
  - (b) for this purpose, seniority shall be determined by the order in which the names stand in the register of members.
77. A Shareholder of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
78. No Shareholder 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.
79. (a) 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.
- (b) Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

### ***Proxy***

80. 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 (forty eight) 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 (twenty four) hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
81. An instrument appointing a proxy shall be in the form as prescribed in the Rules made under Section 105 of the Act.



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

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

#### ***Reserved Matters***

83. Notwithstanding anything contained in these Articles, so long as KBT and KBT Permitted Transferee or EL and EL Permitted Transferee, as the case may be, owns not less than 10% (ten percent) of the Share Capital, no action or decision with respect to a Reserved Matter, and no resolution, shall be passed or decided upon at a meeting of the Board (or any committees or sub-committees thereof) either at a physical Board meeting or a Board meeting held by audio-visual electronic communication or by circular resolution or at any meeting of the Shareholders of the Company (including where a Shareholders resolution of the Company is proposed to be passed through a postal ballot/e-voting or by audio-visual electronic communication), and no action or decision shall be taken (whether by the Board of the Company, any committee, sub-committee of the Board of the Company, the Shareholders of the Company or by any of the employees, directors, officers or managers of the Company) with respect to a Reserved Matter, unless, an affirmative written consent of EL and KBT, is first obtained with respect to such Reserved Matter.
84. Any action taken by the Company, its Shareholders, Directors or employees on any of the Reserved Matters, as the case may be, without the written approvals as specified in Articles 83 and 84 shall be in violation of these Articles and shall be invalid and *void ab initio*. The Shareholders shall do all acts, deeds or things required to prevent such action being taken by the Company on any of the Reserved Matters which is in violation of Articles 83 and 84.

#### **Management of the Company**

85. Subject to the provisions of these Articles and the Act, the Board shall be responsible for the management, supervision, direction and control of the Company. The Board shall be entitled to delegate powers to any individual or committees of the Board as it may deem fit in accordance with the terms of these Articles.
86. As Shareholders of the Company, each of EL and KBT shall, subject to Applicable Law, exercise their voting rights at a meeting of the Shareholders and shall take all other actions necessary to give effect to the provisions of these Articles.
87. EL and KBT shall, subject to Applicable Law, cause their nominees on the Board to exercise their voting rights in any Board meeting of the Company or meeting of any committee constituted by the Board in conformity with these Articles and to give effect to the provisions of these Articles.

#### ***Board of Directors***



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88. The Board shall comprise of 5 (five) Directors (including the Chairman). KBT shall have the right to nominate 3 (three) Directors on the Board, including 2 (two) executive Directors (including 1 (one) Managing Director) and 1 (one) non-executive Director (“**KBT Directors**”), and EL shall have the right to nominate 2 (two) Directors on the Board, including 1 (one) executive Director and 1 (one) non-executive Director (“**EL Directors**”). Notwithstanding the abovementioned, the composition of the Board (including the number of executive Directors that may be appointed by KBT and EL) may be changed by KBT and EL pursuant to mutual agreement in writing. Pursuant to a change in the composition of Board leading to an increase in the number of Directors on the Board, KBT and EL shall have the right to appoint their nominee Directors on the Board in the proportion set out above.
89. The first directors of the Company shall be:
- (a) Mr. Hideki Nakane;
  - (b) Mr. Atsushi Tanigawa; and
  - (c) Mr. Masayasu Otsuka.
90. The Directors shall be appointed by the Board and/or Shareholders in accordance with Applicable Law. The Shareholders shall exercise their voting rights, and shall cause their respective nominee Directors on the Board to exercise their voting rights, and shall take all other actions necessary to adopt the necessary resolutions for the appointment of such other Director as may be notified by the relevant Shareholder and to ensure that the Board is appointed and constituted in accordance with Article 88 above.
91. The Directors shall not be required to hold any qualification Shares.
92. (a) The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
- (b) Unless otherwise determined by the Board or as set out in the Company’s policy in this regard, in writing, the Directors shall not be paid any travelling, hotel and other expenses properly incurred by them in connection with the business of the Company.
- (c) No sitting fees, travelling or other similar expenses will be payable to the Directors for attending any Board meeting or meeting of a committee.
93. All costs and expenses incurred by the Shareholders in relation to the incorporation of the Company shall be reimbursed by the Company to the Shareholders.
94. The Company may exercise the powers conferred on it by Section 88 of the Act with regard to the keeping of a foreign register.
95. 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.
96. 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.





97. (a) Subject to the provisions of Section 149 and these Articles, 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 these Articles.
- (b) Such person shall hold office only up to the date of the next annual general meeting or the last date on which the annual general meeting of the Company should have been held, whichever is earlier, but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.
- (c) Subject to the provisions of Section 161 of the Act and other applicable Sections, if any, the Board may at any time, appoint any person to act as an alternate Director for a Director ("**Original Director**") during his absence for a continuous period of not less than 3 (three) months from India; provided that such alternate Director shall be a nominee of such Shareholder i.e., EL or KBT, as the case may be, who had originally nominated such Original Director.

***Resignation, Removal or Replacement of Directors***

98. Except where a Director is required by Applicable Law or these Articles to vacate office or specifically by these Articles to be removed, no Director shall be removed during the term for which such Director was elected, without the consent of, or the request by, the Shareholder which nominated such Director. Each Shareholder shall have the right to remove any Director nominated by it from the Board, with or without cause. In this regard, each of EL and KBT undertakes to vote at any meeting of the Board and the Shareholders to adopt the necessary resolutions for the removal of such Director as may be notified by the relevant Shareholder, in line with each other's requests in respect of such removal. At the time of Transfer by KBT or EL of all Shares held by it in accordance with these Articles, KBT or EL (as the case may be) shall procure the resignation of each Director nominated by it.
99. In the event a vacancy occurs for any reason on the Board, if required by EL or KBT for appointment of a replacement Director, each of EL and KBT agrees to cause the Company to immediately convene a meeting of the Board and endeavour to cause its representatives on the Board to exercise their voting rights so as to appoint a replacement Director as an additional Director within 15 (fifteen) Business Days in accordance with Article 90 above. The Shareholders shall exercise their voting rights, and shall take all other actions necessary, to adopt the necessary resolutions for the appointment of such replacement Director at the ensuing General Meeting of Shareholders. The failure to do so shall not constitute a waiver of such right nor shall it prevent the exercise of such right prospectively. Such vacancy shall be filled by an individual who shall be nominated for appointment by the Shareholder that nominated the appointment of the Director whose office has become vacant.
100. Subject to Applicable Laws, the respective nominee Directors (nominated by KBT and EL) appointed pursuant to these Articles shall be entitled to disclose to the Shareholder who nominated such Director, all such information concerning the Company as each of them may receive as a result of their office, in their capacity as a Director.

***Chairman and Co-Chairman of the Board***



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101. The chairman of the Board ("**Chairman**") shall be nominated by KBT and EL on an alternate basis. Each such nomination of the Chairman by KBT and EL, respectively, shall be for a period of 3 (three) years from the date of appointment. The Chairman shall be nominated by KBT for the first three (3) years after the execution date of the Shareholders Agreement and thereafter shall be nominated by EL for the next 3 (three) years, and this arrangement of appointment of the Chairman by KBT and EL on an alternate basis shall continue for the term of the Shareholders Agreement unless mutually agreed otherwise by KBT and EL in writing. The co-chairman of the Board, who is not a chairman as prescribed in the Act ("**Co-Chairman**") shall be nominated by EL and KBT on an alternate basis. Each such nomination of the Co-Chairman by EL and KBT, respectively shall be for a period of 3 (three) years from the date of appointment of the Chairman. The Co-Chairman shall be nominated: (a) by EL during the aforesaid period of 3 (three) years while KBT has a nomination right of the Chairman; or (b) by KBT during the aforesaid period of 3 (three) years while EL has a nomination right of the Chairman.
102. The Chairman shall preside at all meetings of the Board or committees thereof where he is a member. In the absence of the Chairman, for any reason whatsoever at a meeting of the Board or any committee thereof where he is a member, the Directors present shall only choose one of the Directors nominated by the Shareholder nominating the then Chairman, as per Article 101 above, to be the chairman of the meeting.
103. Neither the Chairman nor the Co-Chairman shall have a second or casting vote at any meetings of the Board or committee thereof.
104. The Shareholders shall ensure that the Chairman and the Co-Chairman are appointed in accordance with Article 101 above.
105. The Chairman and Co-Chairman shall jointly issue all the Company's public announcements and written official filings with government authorities and participate in all press conferences of the Company.

#### ***Board meetings and decisions***

106. Subject to the Act and these Articles, all meetings of the Board shall require a quorum of at least 3 (three) Directors, which shall include the presence of at least 1 (one) EL Director and 1 (one) KBT Director ("**Quorum**") at the time of commencement of the meeting and such Quorum will need to be present throughout the entire meeting of the Board including while transacting business.
107. If a meeting of the Board is held to be inquorate ("**Original Board Meeting**") within 30 (thirty) minutes from the time when the meeting should have begun or if during the meeting there is no longer a Quorum, then the meeting shall stand automatically adjourned and be reconvened on the first Business Day after 15 (fifteen) clear days of the date of the Original Board Meeting at the same time as the Original Board Meeting at a venue which shall be any place in India as may be determined by the Chairman ("**Reconvened Board Meeting**"). For the avoidance of doubt, it is hereby clarified that the venue of the Reconvened Board Meeting (being a place in India) shall be decided by the Chairman and the notice of the Reconvened Board Meeting shall be delivered to all the Directors no later than 5 (five) Business Days from the date of the Original Board Meeting.



108. Subject to Article 115, no new matter shall be taken up in a Reconvened Board Meeting without the prior written consent of at least 1 (one) EL Director and 1 (one) KBT Director. At such Reconvened Board Meeting, if the requisite Quorum is not present due to the absence of EL Director(s) within 30 (thirty) minutes from the time when the meeting should have begun or if during the meeting there is no longer a Quorum (due to the absence of EL Director(s)), then subject to Applicable Laws, the KBT Directors present shall constitute quorum and they shall be entitled to vote on all matters set out in the agenda of the Original Board Meeting, other than the Reserved Matters.
109. Subject to the requirement of the Quorum and subject to the provisions of Articles 83 and 84 hereof with respect to Reserved Matters, the Board shall decide on or pass resolutions relating to matters by a simple majority of all Directors then holding office voting in favour of a resolution. Each Director shall have 1 (one) vote at all meetings of the Board or any adjournment thereof.
110. The meetings of the Board shall take place in accordance with the Act and these Articles, at such times and locations as the Chairman may determine from time to time, but in any event subject to Article 107 and in such a manner that: (a) not more than 120 (one hundred twenty) days shall intervene between 2 (two) consecutive meetings; and (b) 4 (four) meetings of the Board are held in a Financial Year.
111. The Directors may participate and vote in Board meetings (or committees thereof) by video conferencing or any other audio-visual means of contemporaneous communication, in the manner permitted under Applicable Law from time to time. The Company shall ensure that such video conferencing / audio-visual facility is made available for all Board and committee meetings throughout the term of the Shareholders Agreement.
112. A meeting of the Board may be called by the Chairman or any other Director and the Company Secretary, or if a Company Secretary has not been appointed, by any other Director who has been authorized by the Board to give the notice of the meeting, shall on the requisition of the Chairman or a Director, issue a notice convening such meeting, specifying the agenda for such meeting of the Board.
113. Each Director shall be given a written notice at least 15 (fifteen) days prior to the meeting of the Board, accompanied by the agenda for the meeting of the Board. A meeting of the Board can be called at shorter notice subject to prior written approval of at least 1 (one) EL Director and 1 (one) KBT Director.
114. The notice of the Board meeting to all the Directors shall be accompanied by an agenda and notes on agenda reasonably specifying the businesses proposed to be transacted at such meeting and all relevant documents thereto, and all such documents shall be drafted in the English language.
115. No item shall be transacted at any Board meeting unless the same has been stated in full and sufficient detail in the agenda to the notice calling for the meeting; provided, however, that with the consent of at least 1 (one) EL Director and 1 (one) KBT Director and as may be required under Applicable Law, any item or business not included in the agenda may also be transacted at the Board meeting.



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116. Subject to the provisions of the Act, the minutes of each meeting of the Board or committee thereof (whether in physical or electronic form) shall be required to be signed and dated by both the Chairman and the Co-Chairman for them to be considered as approved, final and binding on the Company and no such minutes shall be entered in the minutes book of the Company unless they have been signed and dated by both the Chairman and the Co-Chairman.
117. Subject to compliance with Applicable Law and Articles 83 and 84 (*Reserved Matters*), the Board may act by written resolution, circulated to all the Directors of the Company, present in India and abroad, at least 5 (five) Business Days in advance, and with a majority of all the Directors having indicated their assent by e-mail or any other electronic means or by signing the resolution to be passed by circulation, including at least 1 (one) EL Director and 1 (one) KBT Director (provided that such written resolution has been circulated in draft form, together with the relevant papers, if any, to all the Directors and such other documents/ notes as required under Applicable Law). For the avoidance of doubt, subject to any restrictions imposed by Applicable Law, no written resolution shall be deemed to have been duly adopted by the Board unless such written resolution has been approved by the affirmative consent of a majority of the Directors in accordance with the provisions of Applicable Law, these Articles including Article 109 and the Shareholders Agreement. Further, any circular resolution shall be noted as the first item at the next meeting of the Board.
118. (a) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
- (b) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
119. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director.
120. Save as otherwise expressly provided in the Act or these Articles, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.
121. The provisions of Articles 88 to 120 of these Articles, shall, *mutatis mutandis*, apply to all committees of the Board and all meetings thereof.

#### ***Key Managerial of the Company***

122. Subject to the provisions of the Act and these Articles, KBT shall have the right to nominate (in writing): (i) the Managing Director (ii) the Chief Sales and Marketing Officer. KBT shall nominate any one of the KBT Directors to act as the 'occupier' of the factory of the Company for the purposes of the Factories Act, 1948 and such KBT Director shall be entrusted by the Board to have such powers as required for performing his duties/ obligations as an 'occupier' under the Factories Act, 1948: provided, however, that the details of such powers shall be mutually agreed between EL, KBT and the Company, in writing.



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123. Subject to the provisions of the Act and these Articles, EL shall have the right to nominate (in writing) the CFO and the COO of the Company.
124. Subject to Section 196 and other applicable provisions of the Act, if any: a managing or whole time director may be paid such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in other) as the Board may determine.
125. The Board shall appoint a Company Secretary as identified and nominated by KBT and approved by EL which approval shall not be unreasonably withheld, conditioned or delayed.
126. The Board shall appoint the Managing Director, the CFO, the COO and the Chief Sales and Marketing Officer, and the Company Secretary in accordance with the provisions of the Act and these Articles.
127. The Managing Director, the CFO, the COO and the Chief Sales and Marketing Officer of the Company shall have such powers and responsibilities as set forth under the terms of their appointment and as entrusted upon them, from time to time, by the Board. The Managing Director shall be responsible for, *inter alia*, the human resource and general affairs of the Company.
128. Unless otherwise agreed amongst EL, KBT and the Company, the CFO, the COO, the Chief Sales and Marketing Officer and the Company Secretary shall simultaneously report to both: (a) the Managing Director; and (b) the executive Director(s) of the Company nominated either by EL or KBT which has also nominated such officers of the Company.

#### ***Deadlock***

129. In the event of the occurrence of a Deadlock, the Chairman shall within 3 (three) Business Days of the occurrence of such Deadlock, refer the matter which is the subject of the Deadlock in writing to each of EL and KBT ("**Deadlock Notice**"). Within 5 (five) Business Days of the receipt of the Deadlock Notice, each of EL and KBT shall appoint a representative (the "**Deadlock Representative**") and the Deadlock Representatives so appointed by KBT and EL, respectively, shall meet, no later than 15 (fifteen) Business days from the date of receipt of the Deadlock Notice by EL and KBT, to discuss a resolution for and to amicably resolve the Deadlock matter. EL and KBT shall take all reasonable steps to ensure that their Deadlock Representatives meet and negotiate in good faith with a view to resolve such matter.
130. Upon the resolution of such matter in accordance with Article 129, the Company shall be bound to give effect to the agreement reached between the Deadlock Representatives in respect of such matter and each Shareholder shall exercise its voting rights at any General Meeting of the Shareholders and cause its nominees on the Board to exercise their voting rights in any Board meeting, as the case may be, and shall take all other actions necessary, to give effect to the provisions of such agreement. Any resolution to a Deadlock shall be in writing and shall be implemented in terms of such written resolution.
131. If, within a period of 45 (forty five) Business Days from the date of the Deadlock Notice, EL and KBT are unable to resolve the Deadlock in accordance with Article 129, then the matter shall be escalated to: (a) the Chairman and Managing Director of EL, so long as the



Applicable Law permits an individual to hold the position of 'Chairman' and 'Managing Director' simultaneously, and the same individual holds the position of 'Chairman' and 'Managing Director' simultaneously; or (b) the 'Managing Director', in all other cases, in respect of EL, and a 'General Manager of Tractor Business Admin and Cont. Dep.' of KBT in respect of KBT ("**Senior Management Officers**"). Such Senior Management Officers shall endeavour to resolve the Deadlock within 60 (sixty) calendar days of such Deadlock being escalated to the Senior Management Officers amicably and in a commercially reasonable manner with a view to resolve such matter.

132. Upon the resolution of such matter in accordance with Article 131, the Company shall be bound to give effect to the agreement reached between the Senior Management Officers in respect of such matter and each Shareholder shall exercise its voting rights at any General Meeting of the Shareholders and cause its nominees on the Board to exercise their voting rights in any Board meeting, as the case may be, and shall take all other actions necessary, to give effect to the provisions of such agreement. Any resolution to a Deadlock shall be in writing and shall be implemented in terms of such written resolution.
133. Until the Deadlock remains unresolved, the matter in respect of which the Deadlock arose shall be deemed to have not been approved, and the Company/ Board and/ or Shareholders of the Company shall not proceed with the matter which has caused the Deadlock, provided that the other provisions of the Shareholders Agreement and these Articles shall continue to apply as if no Deadlock has taken place. Any resolution to a Deadlock shall be in writing and shall be implemented by the Company in terms of the resolution of the Deadlock.

#### ***Information Rights***

134. For as long as the Shareholders Agreement is in effect, the Shareholders shall exercise their rights in relation to the Company so as to ensure that the Company shall deliver to EL and KBT:
- (a) on or before March 1 in each year a detailed draft operating budget for the Company (including estimated major items of revenue and capital expenditure) for the following Financial Year, broken down on a monthly basis, and an accompanying cash-flow forecast together with a balance sheet showing the projected position of the Company as at the end of the following Financial Year;
  - (b) within 15 (fifteen) days after the end of each calendar month, unaudited management accounts, such accounts to include a detailed profit and loss account, balance sheet and cash-flow statement, an analysis of revenue, with revenue and capital budgets for the corresponding month, and (if so required by any Director) a statement of the source and application of funds for such month;
  - (c) within 30 (thirty) days after the end of each quarter, provide the quarterly audited or reviewed financial statements of the Company;
  - (d) within 30 (thirty) days of the Financial Year end of the Company, audited financial statements of the Company with the Board report;
  - (e) annual and quarterly internal audit reports;



- (f) copies of minutes of all Board, committees and Shareholder meetings;
  - (g) information with respect to the commencement of any legal proceedings, including without limitation, copies of all notices, show cause notices in relation to any litigation or claim against the Company, along with the status report of all the action taken in relation to such legal proceedings; and
  - (h) such further information as any of EL and/or KBT may from time to time reasonably require as to any and all matters relating to the business, financial condition, prospects or corporate affairs of the Company and/or any of its subsidiaries or such other additional financial statements prepared under Ind AS and/ or Indian GAAP at such times as are necessary in order that the Shareholders of the Company can prepare and distribute their own financial statements in accordance with their or their parent companies authorization documents along with any information required by the Shareholders of the Company for reporting and public filings (including for regulatory and Tax reasons).
135. For so long as KBT or EL own 5% (five percent) each of the Share Capital and the Shareholders Agreement is in effect, KBT or EL may, by providing 15 (fifteen) Business Days' prior written notice to the Company, request the following:
- (a) any Third Party reports obtained by the Company in relation to its business or operations;
  - (b) copies of any material contracts entered into by the Company;
  - (c) copies of any Tax returns, including all direct and indirect taxes;
  - (d) copies of any filings made under the Act and with the Reserve Bank of India and Government of India;
  - (e) copies of any regulatory approval, correspondence with Government Authorities, drawing and/ or plan pertaining to any venture;
  - (f) copies of all insurance policies that the Company has obtained and/ or insurance policies obtained by Third Parties for the operations of the Company; and
  - (g) information with respect to any communication received in respect of the regulatory approvals obtained by the Company.
136. Subject to Applicable Law, the Company shall provide such other information or documents as may be requested in writing by EL or KBT, as the case may be, within a period of 15 (fifteen) Business Days of such request being made.
137. Upon reasonable notice, the Company will permit any Shareholder, at the expense of such Shareholder, to inspect, examine and/or perform an internal audit on, during normal business hours, any of the assets or properties, books or accounts, records and reports of the Company and to discuss the affairs, finances and accounts of the Company with the directors, executive officers, agents, accountants and attorneys of the Company.



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138. The Shareholders shall ensure that the Company shall (a) at all times maintain accurate and complete accounting and other financial records according to the requirements of Applicable Law and Ind AS and (b) prepare audited accounts of the Company in accordance with Ind AS. Such audited accounts shall contain such information and reports as are required by Applicable Law to be contained therein and attached thereto and shall be audited by an Approved Accounting Firm.
139. The Company shall deliver to KBT, 21 (twenty one) days from the expiry of each Calendar Year, financial statements of the Company (including, without limitation, profit and loss account, balance sheet, cash-flow statement and annexed statements) relating to such Calendar Year, which are prepared and audited in such manner and form as notified to the Company by KBT, for the purposes of consolidation of such financial statements with the financial statements of KBT.
140. All information provided pursuant to Articles 134 to 139 shall be in the English language and accordingly, the Shareholders shall ensure that the Company shall provide each of the Shareholders with certified English translations of all documents if the original documents are written in local languages other than in English.

***Directors' / Officers' Liability Insurance***

141. The Company shall obtain and maintain an appropriate directors' and officers' liability insurance policy for all Directors acceptable to KBT and EL.
142. The aforesaid insurance policy shall: (a) be for a sum assured of not less than the amount to be agreed separately in writing by EL and KBT; and (b) be obtained from a reputed insurance company in India. For the avoidance of doubt, the Company acknowledges and agrees that if the directors' and officers' liability insurance policy does not cover liabilities of any of the Director(s), or where the limits have been exhausted *vis-à-vis* such Director, then such Director shall be indemnified through funds of the Company to the extent not covered/indemnified under the directors' and officers' liability insurance policy.
143. The Company shall, from time to time, upon request in this regard being made by any Director, provide such Director with a copy of the directors' and officers' liability insurance policy obtained by the Company.
144. Subject to Applicable Law, the Company shall indemnify, defend and hold harmless each Director who was, or is made a party, or is threatened to be made a party, to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action brought by or in the name of the Company), by reason of the fact that such Director is or was a Director, or otherwise relating to any action taken or omitted to be taken in such Person's capacity as a Director, against all losses, liabilities, costs (including counsel fees and other legal costs), expenses, damages, penalties, actions, proceedings, claims and demands actually and reasonably incurred by him/her in connection with such suit, action or proceeding or the defence, litigation or settlement thereof except in case of any loss, liability, cost or expense accrued, incurred or suffered, and/or borne by him/ her due to the gross negligence, fraud or willful default on the part of such Director.
145. In case KBT or EL, including any of their respective Permitted Transferee(s), cease to be a



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shareholder of the Company in accordance with the these Articles, the Company, EL and KBT shall immediately take all necessary steps for changing the name of the Company in order to stop using the trademarks of the Company, EL or KBT that has ceased to be the shareholder of the Company.

### ***Events of Default***

146. An event of default ("**Event of Default**") in relation to EL or KBT, as the case may be ("**Defaulting Party**") shall mean the occurrence of any one or more of the following:

- (a) a material breach by a Defaulting Party of any of its obligations under the Shareholders Agreement or under any of the Relevant Agreements and these Articles (other than those contained under Articles 26 to 44) and failure by the Defaulting Party to remedy such material breach, if capable of remedy, within 120 (one hundred and twenty) days ("**Cure Period**") after being given a written notice by the other Non-Defaulting Party to do so;
- (b) a breach by a Defaulting Party (including its respective Permitted Transferee to whom Shares have been transferred) of any of its obligations under Articles 26 to 44;
- (c) change of Control of the Defaulting Party, without the prior written consent of the Non-Defaulting Party; and
- (d) the occurrence of Insolvency Event in relation to the Defaulting Party.

147. *Consequences of an Event of Default*

- (a) Notwithstanding anything contained in these Articles and the Shareholders Agreement, upon the occurrence of an Event of Default (as prescribed in Article 146 above), EL and KBT shall, in addition to any other rights available to the Non-Defaulting Party under the Shareholders Agreement, these Articles and the Applicable Law, mutually discuss and agree upon, on a good faith basis, the manner in which such Event of Default is required to be resolved by the Defaulting Party in an efficient and time bound manner. For the avoidance of doubt, it is hereby clarified that such mutual discussions between EL and KBT in terms of this Article 147 shall not prejudice, preclude or exclude the rights available to the Non-Defaulting Party under these Articles and the Shareholders Agreement (including, without limitation, the right to seek indemnification as per the Shareholders Agreement) and under Applicable Law.
- (b) Notwithstanding anything to the contrary contained in these Articles, upon the occurrence of an Event of Default, other than an Event of Default prescribed in Article 146(a) above, the Non-Defaulting Party, in addition to any other rights available to it under these Articles, the Shareholders Agreement and under Applicable Law, shall have the right (but not the obligation) to purchase all and not less than all Shares owned by the Defaulting Party (including its respective Permitted Transferees (if any) to whom Shares have been transferred) at any time, in accordance with the procedure prescribed under **Schedule 2** set out herein.



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148. The restrictions on Transfer of Shares contained in Articles 26 to 44 shall not apply to the sale and Transfer of Shares under Articles 146 and 147.
149. The Company shall recognise and duly register any Transfer of Shares under Articles 146 to 147 and shall reflect on its records any change in ownership of such Shares.

#### ***Annual Business Plan***

150. An annual business plan of the Company shall be prepared for each Financial Year in the format proposed by KBT, subject to the consent of EL (which consent shall not be unreasonably withheld, delayed or conditioned). The annual business plan of the Company for the Financial Year 2020-2021 shall be prepared and adopted by the Board within 30 (Thirty) calendar days of the execution date of the Shareholders Agreement with the mutual written approval of EL, KBT and the Company, and thereafter EL and KBT shall discuss and agree on the annual business plan for each subsequent Financial Year at least 30 (thirty) days prior to the end of the preceding Financial Year (each as so approved, an “**Annual Business Plan**”).

#### ***The Seal***

151. The Company shall not have a common seal.

#### ***Dividends and Reserve***

152. Subject to Articles 83 and 84 (*Reserved Matters*), the Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
153. Subject to the provisions of Section 123 of the Act and Articles 83 and 84 (*Reserved Matters*), the Board may from time to time pay to the Shareholders such interim dividends as appear to it to be justified by the profits of the Company.
154. Subject at all times to Articles 83 and 84 (*Reserved Matters*), 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 equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than Shares of the Company) as the Board may, from time to time, think fit.
155. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

Subject to these Articles and 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.

156. No amount paid or credited as paid on a Share in advance of calls shall be treated for the purposes of this Article as paid on the Share.



157. 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.
158. The Board may deduct from any dividend payable to any Shareholder all sums of money, if any, presently payable by him to the Company on account of calls in relation to the Shares of the Company.
159. Subject to applicable laws, any dividend, interest or other monies payable in cash in respect of Shares may be paid in such manner as specified by the respective Shareholder.
160. 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.
161. 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.

#### ***Accounts***

162. The Board shall ensure that all relevant information in relation to the Company (including access to the accounts and books of the Company) is provided to the Shareholders in the manner specified under Articles 134 to 140 (*Information Rights*).

#### ***Secrecy***

163. Every manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Board, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bona fide transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any General Meeting or by Applicable Law of the country and except so far as may be necessary in order to comply with any of the provisions in these Articles and the Act.

#### ***Borrowing Powers of the Directors***

164. Subject to the provisions of Section 179 of the Act and other Applicable Law and these Articles including Articles 63 to 66 (*Additional Financing*); and Articles 83 and 84 (*Reserved Matters*), the Board shall have the power, from time to time and at their discretion, to borrow, raise or secure the payment of any sum of money for the purpose of the Company in such manner and upon such terms and conditions in all respects as it may think fit and in particular by the issue of debentures or bonds of the Company or by mortgage or charge upon all or any of the properties of the Company both present and future including its uncalled capital for the time being.

#### ***Winding up***

165. Subject to the provisions of Chapter XX of the Act and Rules made thereunder:



*[Handwritten signature]*

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

#### ***Audit***

166. Subject to the provisions of the Act and these Articles, the Board may fill up any casual vacancy in the office of the auditors from amongst the Approved Accounting Firms. An annual audit of the books of accounts, records and affairs of the Company at the Company's expense shall be made each year immediately following the close of the fiscal year by accountants, who would be the auditors of the Company appointed from amongst the Approved Accounting Firms. A signed copy of the report of the annual audit shall be submitted to each Director.

#### ***Indemnity***

167. 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.

#### ***Force Majeure***

168. The Company, EL or KBT shall not be liable for any breach nor failure to perform the obligations set out in Articles 30 – 44, 63-66, 69(f), 69(i), 70, 99, 107, 110, 113, 117, 129, 131, 134-140, 146(a), paragraphs 2 and 4 of the Schedule 2 and paragraphs 1 and 3 of the Schedule 3 where such failure is caused in whole or substantially by contingencies beyond the control of the Company, EL or KBT and without fault of the Company, EL or KBT, including but not limited to acts of God, epidemic, pandemic fire, flood, storms, typhoons, wars, civil strike, labour disturbances, coup, terrorism, sabotage, tsunami, governmental actions or inactions and any other occurrences similar to the foregoing, which are likely to have a significant adverse impact upon the performance or fulfilment of the obligations of the Company, EL or KBT. The Company, EL or KBT so prevented from complying herewith shall immediately give notice thereof to the Company, EL or KBT and shall continue to take all actions within its power to comply as fully as possible herewith. Notwithstanding the abovementioned, the obligation of the Company, EL or KBT to comply with the provisions of these Articles shall be extended by such time period during which any one or more of the



*[Handwritten signature]*

abovementioned force majeure events continue to exist and/or have effect.



## SCHEDULE 1

### RESERVED MATTERS

1. Entering into a joint venture or making investments in any securities of any Person;
2. Issuance (or redemption or buyback) of any securities of the Company;
3. Approving the Company's Annual Business Plan and any modifications or revisions thereto, which will be mutually agreed by EL, KBT and the Company, (including the aggregate annual amounts of each line item but excluding any monthly amounts) or (a) incurring any expenditures or liabilities in excess of such amounts over the approved annual limit of a particular line item in the Annual Business Plan as agreed in the Shareholders Agreement; or (b) incurring any unbudgeted capital expenditure or any expenditure which is an extra-ordinary expenditure, in excess of such amounts as agreed in the Shareholders Agreement; or (c) grant of loans to any person or entity (other than advances extended in the ordinary course of business) or issuance of guarantee or creation of any security on behalf of or in favour of any person or entity in excess of such amounts as agreed in the Shareholders Agreement, (other than as provided in the approved Annual Business Plan); or (d) availing of additional loans, borrowings or other forms of indebtedness in excess of such amounts as agreed in the Shareholders Agreement, and/ or issuance of guarantees or creation of any securities by the Company in relation to the aforesaid, other than as part of the Annual Business Plan;
4. Amendment, supplement or restatement to the Memorandum of Association or Articles to amend the main objects or to modify the rights attached to any class of shares or securities, or any such change/ amendment of the Articles which is in conflict with the provisions of the Shareholders Agreement;
5. Mergers, amalgamation, and/ or acquisition of shares of all or substantially all assets comprising a business unit of another company, de-merger, re-organization, dissolution, winding up or liquidation;
6. Approval of any financial statements or results of the Company (including any amendments or additions to approved audited accounts), change in accounting policy, and declaration of dividend;
7. Any transaction with any Related Party that involves a value exceeding such amounts as agreed in the Shareholders Agreement, in the aggregate, per annum;
8. Initiation of any new line of business (other than the business currently undertaken) by the Company;
9. Subject to Applicable Law, removal of the Directors of the Company nominated by EL or KBT, as the case may be; Provided that EL or KBT shall be entitled to exercise the veto rights only in relation to the removal of their respective nominated Directors (and not in the event of removal of the Director nominated by EL or KBT);
10. Change to the maximum number of Directors on the Board of the Company;
11. Appointment or removal or change of the statutory auditors of the Company; and





12. Appointment or change of the internal auditors;
13. Selling, leasing or otherwise disposing of any assets, properties, rights and interests of every kind, nature, specie or description, whatsoever, whether movable or immovable, tangible or intangible, owner and/or leased by the Company having a fair market value in excess of such amounts as agreed in the Shareholders Agreement;
14. (a) waiver, release or relinquishment of any right, claim or demand in excess of such amounts as agreed in the Shareholders Agreement; or (b) settlement of any litigation, arbitration or proceedings of excess of such amounts as agreed in the Shareholders Agreement;

**provided that** the aforesaid threshold shall not be applicable in case of settlement of any litigation, arbitration or proceedings or the waiver, release or relinquishment of any right, claim or demand between Related Parties;

15. The entry into any supply agreement, customer agreement, vendor agreement, technology agreements or any business arrangement with any party that involves a single transaction value or an annual value in excess of such amounts as agreed in the Shareholders Agreement.

**Provided that** the entry into any such agreement with any party that involves a single transaction value or an annual value in excess of such amounts as agreed in writing between KBT and EL shall require the consent of at least one of the EL Director who is nominated in an executive capacity in addition to approval of the Board, provided that the monetary threshold for any of the abovementioned agreements between Related Parties shall be as set out in Para 7 of this Schedule;

16. Entering into any agreement or arrangement in relation to any of the foregoing in respect of the Company.



A handwritten signature in blue ink, consisting of a stylized 'K' followed by a series of loops and a final vertical stroke.

## SCHEDULE 2

### CALL OPTION PROCEDURE

1. At the instances set out below, the Non-Defaulting Party ("**Call Option Holder**") is entitled to exercise a call option and require the Defaulting Party (including its respective Permitted Transferee(s) (if any) to whom Shares have been Transferred to sell all and not less than all its Shares to the Call Option Holder in accordance with the procedure set out in this **Schedule 2**:

Upon the occurrence of an Event of Default, as set out in Article 146 (other than an Event of Default set out in Article 146(a)), the Non-Defaulting Party shall have the option to purchase all and not less than all Shares owned by the Defaulting Party (either directly or through a Third Party nominated by the Non-Defaulting Party) in accordance with Article 147(b).

2. The call option procedure described in this **Schedule 2** may be invoked, in each case by the Call Option Holder by giving written notice ("**Call Notice**") within 90 (ninety) days of the issuance of the written notice by the Non-Defaulting Party intimating the Defaulting Party about the Event of Default.
3. In each case, a Call Notice shall constitute an irrevocable offer by the Call Option Holder to purchase (directly, or through a nominee) all and not less than all of the Shares then held by the Defaulting Party in the Company, and a binding obligation on the Defaulting Party to sell to the Call Option Holder all and not less than all of the Shares then held by it in the Company, at such aggregate price as determined in accordance with the Shareholders Agreement ("**Call Price**").
4. The closing ("**Call Closing**") of the purchase and sale of the Shares to the Call Option Holder shall occur within 150 (one hundred and fifty) days of the date of receipt of the Call Notice by the Defaulting Party (excluding any period required/spent for obtaining regulatory approvals).
5. The date on which the Call Closing takes place is herein called the "**Call Closing Date**". The Call Closing shall be held at the place identified by the Call Option Holder, unless otherwise mutually agreed in writing between EL and KBT.
6. On the Call Closing Date, the Call Option Holder shall pay the Call Price for the Shares to the Defaulting Party, and such Defaulting Party shall sell all and not less than all of its Shares to the Call Option Holder. The Defaulting Party shall, in relation to such sale, be required to provide the Call Option Holder only with the representations and warranties regarding, (a) its good title to the Shares, (b) absence of Encumbrance with regard to the Shares, and (c) customary representations regarding its power and authority to sell the Shares.

*Certified True Copy*



*[Handwritten signature]*





GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS  
Central Registration Centre

## Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that ESCORTS KUBOTA INDIA PRIVATE LIMITED is incorporated on this Twenty third day of February Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U34300HR2019FTC078790.

The Permanent Account Number (PAN) of the company is AAFCE3923J

The Tax Deduction and Collection Account Number (TAN) of the company is RTKE02610G

Given under my hand at Manesar this Twenty third day of February Two thousand nineteen .

DS MINISTRY OF  
CORPORATE AFFAIRS 27

Digital Signature Certificate  
SATYA PARKASH KUMAR

For and on behalf of the Jurisdictional Registrar of Companies  
Registrar of Companies  
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on [www.mca.gov.in](http://www.mca.gov.in)

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

ESCORTS KUBOTA INDIA PRIVATE LIMITED

15/5,, Mathura Road,, FARIDABAD, Faridabad, Haryana, India, 121003



**CERTIFIED TRUE COPY**  
For ESCORTS KUBOTA INDIA PRIVATE LIMITED

\* as issued by the Income Tax Department

Prosenjeet Roy  
Company Secretary

**THE COMPANIES ACT, 2013**  
**A COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF**

**ESCORTS KUBOTA INDIA PRIVATE LIMITED**

- I. The name of the company is “**ESCORTS KUBOTA INDIA PRIVATE LIMITED**” (hereinafter referred to as the “**Company**”).
- II. The registered office of the Company will be situated in the **State of Haryana**.
- III. The objects for which the Company is established are:
  - (A) **MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**
    - (i) To carry on the business of manufacturers and sellers of agricultural tractors and related tractor equipment and implements and parts and things thereof, including undertaking of cost-saving measures through research and development.
    - (ii) To carry on the business of importers and exporters of agricultural tractors and related tractor equipment and implements and parts and things thereof.
  - (B) **OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS OF THE COMPANY ARE:**
    - (i) To impart technical education, training and advice to any person in respect of any matter connected with or incidental to the business of the Company.
    - (ii) To train or pay for the training in India or elsewhere of any of the officers, employees or any other candidate in the interest of or for the furtherance of the objects of the Company.
    - (iii) To enter into all types of internal or external foreign collaborations, licence arrangements, technical assistance, financial or commercial arrangements including the survey of markets for export and to study market conditions in India and outside for the fulfilment of any objects herein contained.
    - (iv) To enter into partnership or into any arrangement, co-operation, joint venture, reciprocal concessions or otherwise, with any person, firm, association, company or corporation carrying on or engaged in or about to carry on or engaged in any business or transaction which the Company is authorised to carry on.

**CERTIFIED TRUE COPY**  
For **ESCORTS KUBOTA INDIA PRIVATE LIMITED**

  
Prosenjeet Roy  
Company Secretary

- (v) To lend money, either with or without security, and give credit to such persons on such terms and conditions as the Company may think fit for its business.
- (vi) To guarantee the performance of any contract or obligation, the payment of money, unsecured or secured, or payable under or in respect of contracts, mortgages, charges, obligations of any government or of any person and particularly to provide corporate guarantee on behalf of any company, body corporate or firm to any bank and / or financial institution.
- (vii) To acquire and hold shares or other securities of any company constituted or carrying on business in India or elsewhere and to sell or otherwise deal with the same, subject to applicable laws.
- (viii) To enter into any arrangement with any government or authority that may seem conducive to the attainment of the objects of the Company or any of them and to obtain from any such government or authority any rights, privileges, licences and concessions, which the company may consider necessary or desirable to obtain or for extending any of the powers of the Company, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to carry out, exercise, use or comply with any such arrangement, right, privilege or concession.
- (ix) To enter into, make and perform contracts and arrangements of every kind and description with companies, firms or persons that may seem conducive to the Company's objectives or any of them.
- (x) To pay all costs, charges and expenses of any kind incidental to the promotion, formation, incorporation and establishment of the Company out of the funds of the Company.
- (xi) To remunerate (by cash or otherwise or in kind) any person, firm, association or company for services rendered or to be rendered or in rendering technical aid and advice to the Company, for granting licences or permission for the use of patents, trade secrets, trademarks, and/or processes and acting as trustee for debenture holders or debenture stockholders of the Company or for subscribing or agreeing to subscribe whether absolutely or conditionally or for procuring or agreeing to procure subscriptions whether absolute or conditional for any shares, debentures, or debenture stock, or other securities of the Company or of any company promoted by the Company for services rendered in or about the formation or promotion for the Company or any company promoted by the Company or in introducing any property or business to the Company or about the conduct of the business of the Company or for guaranteeing payments of such debenture-stock or other securities and any interest thereon.

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- (xii) To raise funds or borrow money, either by itself or jointly with others, at interest or otherwise, with or without security, and in such manner as the Company may think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise), bonds and promissory notes; and to secure the payment of money borrowed, raised or received, by mortgage, pledge or charge upon the whole or any part of the property or assets of the Company (present or future).
- (xiii) To employ experts for investigating and examining the conditions, prospects, value, character and circumstances of the business of the Company and any concerns.
- (xiv) To acquire by purchase, lease, hire or otherwise, any movable or immovable property, any rights, privileges or interest therein for any of the objects of the company.
- (xv) To sell, lease, grant license, easement and other rights over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects, and businesses of the Company for such consideration as may be thought fit by the Company.
- (xvi) To establish, acquire and carry on factories, mills, workshops or stores in India or elsewhere for the purposes of the business of the Company.
- (xvii) To establish or promote or concur in establishing or promoting any company or companies having objects similar to those of the Company.
- (xviii) To promote, form and to be interested in, and take, hold and dispose of shares in any other company having objects similar to those of the Company, and to transfer to any such company any property of the Company and to take or otherwise acquire, hold and dispose of shares, debentures and other securities in or of any such company.
- (xix) To promote, form and register and aid in promotion, formation and registration of any company or companies, for the purpose of acquiring all or any of the property, undertaking, rights and liabilities of such company and to be interested in, or take or otherwise acquire, purchase, hold, sell or otherwise dispose of shares, debentures, and other securities in or of any such company or any other company, for all or any of the objects mentioned in this memorandum of association and to subsidise or otherwise assist any such company and to undertake the management or other work, duties and business of any such company on such terms and conditions as may be determined.
- (xx) To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, bills of lading, railway receipts, promissory notes, hundies, cheques, drafts, receipts, orders, warrants, certificates, debentures, units and other negotiable or transferable instruments.

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- (xxi) To donate or gift, in cash or in kind for any national charitable, benevolent, public purposes to any institution, club, society, research, association, fund, university, college or any other person or body.
- (xxii) To make pecuniary grants to or in aid of charitable, benevolent, religious, scientific, national, international and public institutions or to any individual or body, association or organisations or funds for the defence, protection, indemnification, or advantage of companies.
- (xxiii) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory welfare gratuity pension or superannuation funds for the welfare and benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments or benefits of medical, health or charitable purposes to any persons, who are or were at any time in the employment or service of the Company, and the wives, widows, families and dependents of any such persons including the directors, ex-directors.
- (xxiv) To establish and maintain agency(ies) across India for the conduct of the business of the Company, or for the sale of materials or things for the time being at the disposal of the Company for sale.
- (xxv) To register, apply for, purchase or otherwise acquire, sell, let or grant, any patent, trademark, design, letters, concessions, licenses, rights and privileges, subject to royalty or otherwise and whether exclusive or non-exclusive or limited, or any part interest therein, which may seem capable of being used for any purposes of the Company or the acquisition of which may seem directly or indirectly to benefit the Company.
- (xxvi) To open and operate current, saving, overdraft, fixed deposit account(s) or any other type of account(s) with any reputed bank(s) in India.
- (xxvii) To distribute amongst the members of the Company any property of the Company or any proceeds of sale or disposal of any property of the company in the event of the winding up of the company.
- (xxviii) To adopt such means of making known and advertising the business of the Company as may seem expedient.
- (xxix) To invest and deal with monies of the Company not immediately required in such manner as may from time to time be determined by the directors of the Company. In connection with the business of the Company, to make advances or lend money or open cash credit facilities upon the securities of promissory notes, bonds, debenture stock, warrants, or shares of any (whether Indian or foreign) company, bank, local or municipal bodies and government authorities.

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- (xxx) To buy, underwrite, subscribe, invest in and acquire and hold shares, stock, debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any company or body corporate constituted or carrying on business in India or elsewhere in debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any company or body corporate, any government, state, public body or authority, municipal local or otherwise, firm or person whether in India or elsewhere and deal with and turn to account the same.
  - (xxxi) To acquire, purchase, takeover and/or amalgamate business of companies which under existing circumstances, from time to time, may conveniently or advantageously be combined with the business of the Company and to amalgamate or merge with companies whose business are so acquired, purchased or taken over and/or to enter into agreement with the object of acquisition of such undertaking and/or business.
  - (xxxii) To insure the whole or any part of the properties, undertakings, contracts, guarantees or other obligations of the Company.
  - (xxxiii) To purchase and maintain insurance for the benefit of any person who is or was an officer or employee of the Company, a subsidiary of the Company, indemnifying and keeping that person indemnified against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against.
  - (xxxiv) To institute, defend, compromise, compound or abandon any legal proceedings by or against the Company, its officers or otherwise concerning the affairs of the Company or its officers and also to compound or allow time for payment or satisfaction of any debts due to the Company and of demands by or against the Company.
  - (xxxv) To do all and everything necessary, suitable or proper for the accomplishment of any of the main objects of the Company, either alone or in association with other body corporates, firms, companies or individuals, provided the same is not inconsistent with the laws of India.
- IV. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- V. The authorised share capital of the company is INR 3,000,000,000 (Indian Rupees Three Billion) divided into 30,000,000 (thirty million) equity shares of INR 100 (Indian Rupees One Hundred) each.

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The figure consists of two parts. The top part shows a central black dot with 12 grey dots arranged in a hexagonal pattern around it. The bottom part shows a larger hexagonal lattice of grey dots, with two central black dots.



Place: Osaka, Japan

Registered No. 31-74

NOTARIAL CERTIFICATE

This is to certify that

NAOTO FUKUYA, an agent of TAKESHI ISONAGA, has stated  
in my presence that said TAKESHI ISONAGA acknowledged to  
have signed the attached document,

and

NAOTO FUKUYA has acknowledged himself to have signed the  
attached document.

Dated this 30th day of January, 2019.



*Tamotsu Shoji*  
TAMOTSU SHOJI

NOTARY

Attached to the Osaka  
Legal Affairs Bureau  
10-4, 1-Chome,  
Namba-naka, Naniwa-ku  
OSAKA, JAPAN

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大阪法務局所属 公証人役場





平成 31 年登簿第 74 号  
認 証



福家直人は、嘱託人 礒永 毅の代理人として、本職に対し、礒永 毅が別紙書面の礒永 毅の署名につき、自らしたものであることを承認している旨陳述し、また、嘱託人本人として、同書面の福家直人の署名につき、自らしたものであることを自認した。

よって、これを認証する。

平成 31 年 1 月 30 日、本公証人役場において  
大阪市浪速区難波中1丁目10番4号

大阪法務局所属  
公証人

Notary

保 地 庄

Tamotsu SHOJI



証 明

上記署名は、大阪法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成 31 年 1 月 30 日

大阪法務局長

杉浦 徳宏



# APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: JAPAN

This public document

2. has been signed by Tamotsu SHOJI

3. acting in the capacity of Notary of the Osaka Legal Affairs Bureau

4. bears the seal/stamp of Tamotsu SHOJI, Notary  
Certified

5. at Osaka

6. JAN. 30. 2019

7. by the Ministry of Foreign Affairs

8. 19-No 002891

9. Seal/stamp:

10. Signature



*Naomi Asano*

Naomi ASANO

For the Minister for Foreign Affairs

CERTIFIED TRUE COPY





THE COMPANIES ACT, 2013

ARTICLES OF ASSOCIATION

OF

Escorts Kubota India Private Limited

Preliminary	
1.	The regulations contained in Table "F" of Schedule I of the Act ( <i>as defined below</i> ) shall not apply to the Company ( <i>as defined below</i> ) except so far as they have been repeated or included in the regulations hereinafter contained (" <b>Articles</b> ") or expressly made applicable by the Act.
Interpretation	
2.	<p>In the interpretation of these Articles, unless repugnant to the subject or context:</p> <p>(a) "<b>Acceptance Notice</b>" shall have the meaning ascribed to it in Article 37;</p> <p>(b) "<b>Act</b>" means the Companies Act, 2013 read with the rules and regulations framed thereunder, as amended from time to time;</p> <p>(c) "<b>Additional Shares</b>" shall have the meaning ascribed to it in Article 66(b);</p> <p>(d) "<b>Affiliate</b>" in relation to a Person, (a) being a corporate entity, shall mean any entity, which Controls, is Controlled by, or is under common Control with such Person; (b) being a natural Person, shall mean a Relative of such Person;</p> <p>(e) "<b>Annual Business Plan</b>" shall have the meaning ascribed to it in Article 150;</p> <p>(f) "<b>Applicable Law(s)</b>" means any statute, law, enactment, regulation, ordinance, treaty, convention, protocols, rule, judgment, notification, directive, guideline, rule of common law, injunction, writ or order, decree, by-law, permits, licenses, approvals, consents, authorizations, government approvals, or any restriction or condition, or any similar form of decision of, or determination, the application or execution by, or interpretation or pronouncement having the force of law of, any Government Authority having jurisdiction over the matter in question,;</p> <p>(g) "<b>Approved Accounting Firm</b>" means any one of the following international accounting firms: Deloitte &amp; Touche, Ernst &amp; Young, KPMG, PricewaterhouseCoopers, any of their successor firms, or any other international firm of equivalent quality and standards and/ or their Indian affiliates;</p> <p>(h) "<b>Board</b>" means the board of directors of the Company, as may be constituted from time to time in accordance with the Shareholders Agreement, these Articles and Applicable Law;</p>

CERTIFIED TRUE COPY

For ESCORTS KUBOTA INDIA PRIVATE LIMITED

Prosenjeet Roy  
Company Secretary

RESISTED ARTICLES OF ASSOCIATION ADOPTED  
IN EXTRA ORDINARY GENERAL MEETING HELD ON 05/10/2020  
1 For ESCORTS KUBOTA INDIA PRIVATE LIMITED

Prosenjeet Roy  
Company Secretary

(i)	<b>"Business Collaboration Agreement"</b> means the Business Collaboration Agreement dated December 10, 2018 executed by EL and KBT, as amended from time to time;
(j)	<b>"Business Day"</b> means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for business in Japan and the State of Haryana, India;
(k)	<b>"Calendar Year"</b> means the period commencing from January 1 of a calendar year and expiring on December 31 of the same calendar year;
(l)	<b>"Call Closing"</b> has the meaning ascribed to it in Paragraph 4 of <b>Schedule 2</b> ;
(m)	<b>"Call Closing Date"</b> has the meaning ascribed to it in Paragraph 5 of <b>Schedule 2</b> ;
(n)	<b>"Call Notice"</b> has the meaning ascribed to it in Paragraph 2 of <b>Schedule 2</b> ;
(o)	<b>"Call Option Holder"</b> has the meaning ascribed to it in Paragraph 1 of <b>Schedule 2</b> ;
(p)	<b>"Call Price"</b> has the meaning ascribed to it in Paragraph 3 of <b>Schedule 2</b> ;
(q)	<b>"CEO"</b> means the chief executive officer of the Company appointed in terms of these Articles;
(r)	<b>"CFO"</b> means the chief financial officer of the Company appointed in terms of these Articles;
(s)	<b>"Chairman"</b> shall have the meaning ascribed to it in Article 101;
(t)	<b>"Chief R&amp;D Officer"</b> means the chief research and development officer of the Company appointed in terms of these Articles;
(u)	<b>"Change of Control"</b> means in respect of any Shareholder, a change in the Persons or companies who have the authority, whether exercised or not, to influence the business and affairs of such Shareholder or its parent company, which authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than 50% (fifty per cent) of the votes entitled to be cast or to control the composition of their respective boards of directors, provided however that an internal restructuring or reorganization within either Shareholder's group of companies shall not be deemed a Change of Control on the part of such Shareholder;
(v)	<b>"Charter Documents"</b> means the Articles of Association and the Memorandum of Association, as may be amended from time to time;
(w)	<b>"Closing Date"</b> means such date as may be agreed between KBT and EL in writing;
(x)	<b>"Co-Chairman"</b> shall have the meaning ascribed to it in Article 101;

CERTIFIED TRUE COPY



For ESCORTS KUBOTA INDIA PRIVATE LIMITED

*Prosenjeet Roy*  
Company Secretary

- (y) **"Company"** means Escorts Kubota India Private Limited;
- (z) **"Company Secretary"** shall have the meaning ascribed to it under the Act;
- (aa) **"Control"** means in relation to a Person, the ability, whether exercised or not, acting alone or together with another Person, to direct the management and policies of such Person, whether: (i) through the ownership of more than 50% (fifty percent) or more of the voting rights of such Person; (ii) through the power to appoint half or more than half of the members of the board or other governing body of such Person; or (iii) pursuant to Applicable Law or contractual arrangements; and references to **"Controlled"** shall be construed accordingly;
- (bb) **"COO"** means the chief operational officer of the Company appointed in terms of these Articles;
- (cc) **"Cure Period"** shall have the meaning ascribed to it in Article 146(a);
- (dd) **"Deadlock"** means the occurrence of any of the following events: (i) a resolution of the Directors for the transaction of any Reserved Matter has not been passed after 2 (two) successive attempts, or (ii) a resolution of the Shareholders for the transaction of any Reserved Matter has not been passed after 2 (two) successive attempts. Provided, however, that a second attempt for approval of such Reserved Matter shall not be raised before the expiry of 30 (thirty) calendar days after the first request or attempt in respect of such Reserved Matter;
- (ee) **"Deadlock Notice"** shall have the meaning ascribed to it in Article 129;
- (ff) **"Deadlock Representative"** shall have the meaning ascribed to it in Article 129;
- (gg) **"Depositories Act, 1996"** includes any statutory modification or re-enactment thereof;
- (hh) **"Depository"** means a depository as defined under clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996;
- (ii) **"Deed of Adherence"** means the deed of adherence in the form annexed as Schedule 2 of the Shareholders Agreement;
- (jj) **"Defaulting Party"** shall have the meaning ascribed to it in Article 146;
- (kk) **"Director"** means a KBT Director or an EL Director, as the case may require, and **"Directors"** shall be construed accordingly;
- (ll) **"EL"** means Escorts Limited, a company duly organised and existing under the laws of India, having its principal office at 15/5, Mathura Road, Faridabad - 121003, Haryana, India;
- (mm) **"EL Competitor"** has the meaning ascribed to it in the Shareholders Agreement;

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3 For ESCORTS KUBOTA INDIA PRIVATE LIMITED

*[Signature]*  
Prosenjeet Roy  
Company Secretary



- (nn) **"EL Director"** means a director nominated by EL and appointed in accordance with Article 88;
- (oo) **"EL Permitted Transferee"** means a subsidiary of EL all of the capital stock of which is owned directly by EL;
- (pp) **"Encumbrances"** means any: (a) mortgage, charge (whether fixed or floating), claim, pledge, lien, deposit, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind; (b) any equity, entitlement to ownership, provisional or executorial attachment, the appointment of a receiver, liquidator or similar Person (whether provisional or not); (c) any claim, lien or charge under a contract; or (d) any conditional sale, right to claim title or possession, voting agreement, option, lock-in, pre-emption right, right of first refusal or offer, tag-along right, drag-along right, right to acquire, non-disposal undertaking, any transfer restriction or any other restriction imposed under Applicable Law or contract on the transferability, in favour of any Person;
- (qq) **"Entitlement Shares"** shall have the meaning ascribed to it in Article 66(b);
- (rr) **"Event of Default"** shall have the meaning ascribed to it in Article 146;
- (ss) **"Financial Year"** means the financial year of the Company commencing on April 1 and ending on March 31 of the following Calendar Year, unless changed as per Applicable Law;
- (tt) **"Five Year Business Plan"** shall have the meaning ascribed to it in Article 63;
- (uu) **"Funding Completion Period"** shall have the meaning ascribed to it in Article 66(d);
- (vv) **"Funding Period"** shall have the meaning ascribed to it in Article 66(d);
- (ww) **"General Meeting"** means any duly convened annual or extra-ordinary general meeting of the Shareholders of the Company;
- (xx) **"Government Authority"** shall mean any government, or governmental, legislative, executive, administrative, judicial or regulatory, authority, body, board, ministry, department, commission, tribunal, stock exchange, agency or other Person exercising legislative, executive, administrative, judicial or regulatory functions (including any court or tribunal), having jurisdiction over the matter in question;
- (yy) **"Ind AS"** shall mean the Indian Accounting Standards notified under the Companies (Indian Accounting Standards) Rules, 2015;
- (zz) **"Indian GAAP"** shall mean accounting standards notified under Companies (Accounting Standards) Rules, 2006;
- (aaa) **"INR"** means the lawful currency of India;

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For ESCORTS KUBOTA INDIA PRIVATE LIMITED  
  
 Prosenjeet Roy  
 Company Secretary

	<p>(bbb) <b>"Insolvency Event"</b> means, in relation to any Person, any of the following: (i) where such Person is adjudged insolvent by a court or other relevant governmental authority and such adjudication remains valid and in force for a period of 60 (sixty) days from the date of such adjudication; (ii) where such Person commences voluntary winding-up or liquidation or any similar proceedings; (iii) where such Person is subjected to the appointment of a receiver, administrative receiver, official liquidator including provisional liquidator, trustee, other encumbrancer or similar officer over its undertaking or corporate entity or a material part of its assets or undertaking; (iv) where such Person ceases to carry on its business, or a distress or execution is levied or enforced against any of its assets; or (v) where such Person is dissolved or suffers any analogous event to any of the above under Applicable Law;</p> <p>(ccc) <b>"KAI"</b> means Kubota Agricultural Machinery India Private Limited;</p> <p>(ddd) <b>"KBT"</b> means Kubota Corporation, a company duly organised and existing under the laws of Japan, having its principal office at 2-47, Shikitsuhigashi 1chome, Naniwa-Ku, Osaka 556-8601, Japan;</p> <p>(eee) <b>"KBT Competitor"</b> shall have the meaning ascribed to it under the Shareholders Agreement;</p> <p>(fff) <b>"KBT Director"</b> means a director nominated by KBT and appointed in accordance with Article 88;</p> <p>(ggg) <b>"KBT Permitted Transferee"</b> means a subsidiary of KBT all of the capital stock of which is owned directly by KBT;</p> <p>(hhh) <b>"Management Expertise Agreement"</b> shall mean the management expertise agreement dated May 08, 2019, executed by EL and KBT;</p> <p>(iii) <b>"Managing Director"</b> means the managing director of the Company, appointed in terms of these Articles and Applicable Law, on such terms as may be passed by the Board;</p> <p>(jjj) <b>"Memorandum of Association"</b> means the memorandum of association of the Company, as amended from time to time;</p> <p>(kkk) <b>"Merger Cooperation Agreement"</b> means the merger cooperation agreement proposed to be entered into between EL, KBT, the Company and KAI after the Closing Date but on or prior to November 1, 2020, in terms of the second amendment agreement to the SPA dated October 5, 2020;</p> <p>(lll) <b>"Merger Order"</b> shall have the meaning ascribed to such term under the Merger Cooperation Agreement;</p> <p>(mmm) <b>"Non-Defaulting Party"</b> means (a) KBT, in the event that EL is the Defaulting Party; and (b) EL, in the event that KBT is the Defaulting Party;</p> <p>(nnn) <b>"Offer Period"</b> shall have the meaning ascribed to it in Article 38;</p>
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*[Signature]*

- (ooo) **"Offeree"** shall have the meaning ascribed to it in Article 36;
- (ppp) **"Offered Shares"** shall have the meaning ascribed to it in Article 37;
- (qqq) **"Offeror"** shall have the meaning ascribed to it in Article 36;
- (rrr) **"Original Board Meeting"** shall have the meaning ascribed to it in Article 107;
- (sss) **"Original Director"** shall have the meaning ascribed to it in Article 97(c);
- (ttt) **"Original General Meeting"** shall have the meaning ascribed to it in Article 70;
- (uuu) **"Permitted Transferee"** means the EL Permitted Transferee or the KBT Permitted Transferee, as the case may be;
- (vvv) **"Person"** means any individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any government, administrative or regulatory authority or agency, and their respective successors, legal personal representatives and assigns, as the case may be;
- (www) **"Pre-emption Notice"** shall have the meaning ascribed to it in Article 66(b);
- (xxx) **"Pre-emption Offer"** shall have the meaning ascribed to it in Article 66(b);
- (yyy) **"Pre-emption Period"** shall have the meaning ascribed to it in Article 66(c);
- (zzz) **"Production Outsourcing Agreement"** shall mean the production outsourcing agreement dated May 08, 2019, executed by EL and the Company;
- (aaaa) **"Proposed Issuance"** shall have the meaning ascribed to it in Article 66(b);
- (bbbb) **"Quorum"** shall have the meaning ascribed to it in Article 106;
- (cccc) **"Reconvened Board Meeting"** shall have the meaning ascribed to it in Article 107;
- (dddd) **"Reconvened General Meeting"** shall have the meaning ascribed to it in Article 70;
- (eeee) **"Related Party"** shall have the meaning ascribed to it under the Act, and in relation to the Company, the term 'Related Party' shall include EL, KBT, their respective Affiliates;
- (ffff) **"Relevant Agreements"** means:

- (a) Prior to the filing of (a) the Merger Order with the relevant Registrar of Companies in accordance with the Merger Cooperation Agreement - (i) Management Expertise Agreement; (ii) Production Outsourcing Agreement;

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For ESCORTS KUBOTA INDIA PRIVATE LIMITED  
  
 Prosenjeet Roy  
 Company Secretary



(iii) Technical Collaboration Agreement; (iv) Business Collaboration Agreement, as amended by the Amendment Agreement dated October 5, 2020, executed between EL and KBT; and (v) Lease Agreement, collectively;

(b) Post the filing of the Merger Order with the relevant Registrar of Companies in accordance with the Merger Cooperation Agreement - (i) Management Expertise Agreement; (ii) Production Outsourcing Agreement; (iii) Technical Collaboration Agreement; (iv) Business Collaboration Agreement, as amended by the Amendment Agreement dated October 5, 2020, executed between EL and KBT; (v) Lease Agreement; (vi) Distributorship Agreement dated March 9, 2009, between KBT and KAI, as amended from time to time, executed by EL, KBT and KAI; and (vii) Distributorship Agreement dated March 10, 2015, executed between KAI and SIAM Kubota Corporation Co., Ltd., collectively;

(gggg) **"Reserved Matters"** shall mean the matters enlisted in **Schedule 1** hereto;

(hhhh) **"Right of First Refusal"** shall have the meaning ascribed to it in Article 36;

(iiii) **"ROFR Notice"** shall have the meaning ascribed to it in Article 37;

(jjjj) **"ROFR Price"** shall have the meaning ascribed to it in Article 37;

(kkkk) **"ROFR Terms"** shall have the meaning ascribed to it in Article 37;

(llll) **"ROFR Waiver"** shall have the meaning ascribed to it in Article 37;

(mmmm) **"Rules"** means the rules framed under the Act, and as amended from time to time;

(nnnn) **"Senior Management Officers"** shall have the meaning ascribed to it in Article 131;

(oooo) **"Shareholders Agreement"** means the Shareholders' Agreement dated October 5, 2020, entered into by EL, KBT and the Company;

(pppp) **"Share Capital"** means the entire issued, allotted and paid-up share capital of the Company;

(qqqq) **"Shareholders"** means EL and KBT and any Permitted Transferees of EL and KBT holding Shares who is registered in the books of the Company as the holder of a Share for the time being, and **"Shareholder"** means KBT, EL and/or any such Permitted Transferee, as the case may be;

(rrrr) **"Shares"** means equity shares of the Company of face value of INR 100 (Indian Rupees One Hundred) each;

(ssss) **"SPA"** means the Share Purchase Agreement dated March 20, 2020 amended by the amendment agreement dated July 15, 2020 and the second amendment agreement dated October 5, 2020, entered into between KBT, EL and KAI;

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For ESCORTS KUBOTA INDIA PRIVATE LIMITED

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Sanjeet Roy  
Company Secretary

(tttt) **"Tag Along Notice"** shall have the meaning ascribed to it in Article 40;

(uuuu) **"Tag Along Right"** shall have the meaning ascribed to it in Article 40;

(vvvv) **"Tag Along Shares"** shall have the meaning ascribed to it in Article 40;

(www) **"Tag Completion Period"** shall have the meaning ascribed to it in Article 42;

(xxxx) **"Tag Notice Period"** shall have the meaning ascribed to it in Article 40;

(yyyy) **"Tag Purchaser"** shall have the meaning ascribed to it in Article 42;

(zzzz) **"Tax"** includes: (i) all central, state or local or foreign taxes, charges, fees, imposts, levies or other assessments, including in relation to net income, gross receipts, capital, sales, use, goods and services, service, transfer, withholding, capital gains, securities transfer, acquisition, registration, franchise, profits, inventory, capital stock, wealth, license, payroll, employment, social security, excise, severance, utility, dividends, stamp, occupation, real or personal property, estimated taxes, fringe benefits, customs duties, assessments, levies, cesses and charges in the nature of a tax, as may be applicable; and (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authorities in connection with any item described in paragraph (i) above, as may be applicable;

(aaaa) **"Technical Collaboration Agreement"** means the Technical Collaboration Agreement dated May 08, 2019, executed by KBT and the Company;

(bbbbb) **"Territory"** means the Republic of India;

(ccccc) **"Third Party"** means any Person other than EL, KBT and the Permitted Transferees;

(ddddd) **"Transfer"** means:

- (i) any transfer or other disposition of Shares or other securities whether or not convertible into or exchangeable for Shares or voting interests or any interest therein, including, without limitation, by operation of Applicable Law or by court order, by judicial process, or by foreclosure, levy or attachment;
- (ii) any sale, assignment, gift, donation, redemption, conversion or other disposition of Shares or other securities or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to, or beneficial ownership of, such Shares or other securities whether or not convertible into or exchangeable for Shares 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

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	(iii) the granting of any Encumbrance in, or extending or attaching to, Shares or other securities whether or not convertible into or exchangeable for Shares or any interest therein.
3.	<p>In these Articles, unless the context otherwise requires:</p> <p>(a) Any reference in these Articles or its Schedules to a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date on which these Articles are binding and any subordinate legislation or regulation made under the relevant statute or statutory provision.</p> <p>(b) The headings in these Articles are inserted for convenience only and shall not affect the construction of these Articles.</p> <p>(c) Any reference in these Articles to “<b>these Articles</b>” includes all amendments, additions, and variations thereto agreed between the Shareholders hereto.</p> <p>(d) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing a specific gender shall include the other genders (male, female or neuter), and pronouns shall have a similarly extended meaning.</p> <p>(e) A reference to a “<b>month</b>” is a reference to a period starting on one day in a calendar month and ending on the numerically preceding day in the next succeeding calendar month.</p> <p>(f) The words “<b>written</b>” and “<b>in writing</b>” include any means of visible reproduction like printing, typing or in electronic form (including e-mail). References to “<b>Schedules</b>” and “<b>Articles</b>” are to the articles of, and the schedules of, these Articles (unless the context otherwise requires). The Schedules form part of these Articles and have the same force and effect as if expressly set out in the body of these Articles.</p> <p>(g) Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings.</p> <p>(h) The expressions “<b>hereof</b>”, “<b>herein</b>” and similar expressions shall be construed as references to these Articles as a whole and not limited to the particular Article or provision in which the relevant expression appears.</p> <p>(i) The <i>ejusdem generis</i> (of the same kind) rule will not apply to the interpretation of these Articles. Accordingly, <i>include</i> and <i>including</i> will be read without limitation.</p> <p>(j) A reference to any document (including these Articles) is to that document as amended, consolidated, supplemented, novated or replaced from time to time in accordance with the terms hereof.</p>

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	<p>(k) The words "<i>directly or indirectly</i>" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct or indirect" have the correlative meanings.</p> <p>(l) When any number of days is prescribed in any document, it shall be reckoned exclusive of the first and inclusive of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.</p>
<b><i>Private Company</i></b>	
4.	<p>The Company is a private company within the meaning of Section 2(68) of the Act, and accordingly:</p> <p>(a) no invitation shall be issued or made to the public to subscribe for any securities of the Company;</p> <p>(b) the number of Shareholders of the Company shall be limited to 200 (two hundred), not including:</p> <p>(i) persons who are in the employment of the Company; and</p> <p>(ii) persons who having been formerly in the employment of the Company, were Shareholders of the Company while in that employment and have continued to be Shareholders after the employment ceased;</p> <p>Provided that where 2 (two) or more persons hold 1 (one) or more Shares in the Company jointly, they shall be treated as single Shareholder.</p> <p>The right of the Shareholders to transfer the Shares is restricted in the manner and to the extent herein provided.</p>
<b><i>Share Capital and Variation of Rights</i></b>	
5.	<p>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, at all times, subject to these Articles including Articles 83 and 84 (<i>Reserved Matters</i>), 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.</p>
6.	<p>Except as required by Applicable Law and subject to these Articles, 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 Articles or by Applicable Law otherwise provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder.</p>

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For ESCORTS KUBOTA INDIA PRIVATE LIMITED

*Prosenjeet Roy*  
Company Secretary



7.	If at any time the Share Capital is divided into different classes of Shares in accordance with these Articles including Articles 83 and 84 ( <i>Reserved Matters</i> ), 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 of all the Shareholders.
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 <i>pari passu</i> therewith.
9.	Subject to the provisions of Section 55 of the Act and Articles 83 and 84 ( <i>Reserved Matters</i> ) of these Articles any preference shares may, with the sanction of a resolution as required under the Act, 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 such preference shares may, by resolution as required under the Act, determine.
<b>Share Certificates</b>	
10.	Every Shareholder whose name is entered as a member in the register of members shall be entitled to receive: (a) within 15 Business Days from such date as agreed in writing between KBT and EL, in writing, after incorporation (in case of subscribers to the Memorandum of Association), or (b) within 2 (two) months after allotment, or (c) within 1 (one) month after the application for the registration of transfer or transmission, or (d) within such other period as the conditions of issue may provide: <ul style="list-style-type: none"> <li>(i) 1 (one) certificate for all his Shares without payment of any charges; or</li> <li>(ii) several certificates, each for 1 (one) or more of his Shares, upon payment of INR 20 (Indian Rupees Twenty) for each certificate after the first.</li> </ul>
11.	Every certificate shall specify the Shares to which it relates and the amount paid-up thereon, and shall be signed by 2 (two) Directors or by a Director and the Company Secretary, wherever the Company has appointed a Company Secretary.
12.	In respect of any Share or Shares held jointly by several Persons, the Company shall not be bound to issue more than 1 (one) certificate, and delivery of a certificate for a Share to one of the several joint holders shall be sufficient delivery to all such holders.
13.	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 of such certificate to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed, then upon proof of such loss or destruction to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of INR 20 (Indian Rupees Twenty) for each certificate.
14.	The provisions of Articles 10 to 13 shall <i>mutatis mutandis</i> apply to debentures of the Company.

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11 For ESCORTS KUBOTA INDIA PRIVATE LIMITED

*[Signature]*  
 Prosenjeet Roy  
 Company Secretary

<b>Dematerialisation of Securities</b>	
15.	Subject to the provisions of these Articles including Articles 83 and 84 ( <i>Reserved Matters</i> ), the Company shall be entitled to, (a) at the request of any Shareholder, dematerialise the securities held by such Shareholder or rematerialize such securities held in the Depository, and/or (b) offer its fresh securities in the dematerialised form, pursuant to the Depositories Act and the rules and regulations framed thereunder, if any.
<b>Lien</b>	
16.	<p>(a) The Company shall have a first and paramount lien:</p> <p>(i) 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</p> <p>(ii) 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.</p> <p>Provided that the Board of Directors may, at any time declare any Share to be wholly or in part exempt from the provisions of this Article.</p> <p>(b) The Company's lien, if any, on a Share shall extend to all dividends payable and bonuses declared from time to time in respect of such Shares.</p>
17.	<p>Subject to the provisions of the Act and these Articles, the Company may sell, in such manner as the Board thinks fit, any Shares on which the Company has a lien:</p> <p>Provided that no sale shall be made:</p> <p>(a) unless a sum in respect of which the lien exists is presently payable; or</p> <p>(b) until the expiration of 14 (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.</p>
18.	<p>To give effect to any such sale referred in Article 17 above:</p> <p>(a) the Board may authorise some Person to transfer the Shares sold to the purchaser thereof;</p> <p>(b) the purchaser shall be registered as the holder of the Shares comprised in any such transfer; and</p>

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	(c)	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.
19.	(a)	The proceeds of the sale referred in Article 17 above 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.
	(b)	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.
<b>Calls on Shares</b>		
20.	(a)	Subject to the provisions of the Act the Board may, from time to time, make calls upon the Shareholders in respect of any monies unpaid on their Shares (whether on account of the nominal value of the Shares or by way of premium) unless 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 1 (one) month from the date fixed for the payment of the last preceding call.
	(b)	Each Shareholder shall, subject to receiving at least 14 (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.
	(c)	A call may be revoked or postponed at the discretion of the Board.
21.		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.
22.		The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
23.	(a)	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 10 % (ten per cent) <i>per annum</i> or at such lower rate, if any, as the Board may determine.
	(b)	The Board shall be at liberty to waive payment of any such interest wholly or in part.
24.	(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 Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

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	(b) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
25.	<p>The Board may:</p> <p>(a) if it thinks fit, receive from any Shareholder willing to advance the same, all or any part of the monies uncalled and unpaid upon any Shares held by him; and</p> <p>(b) upon all or any of the monies so advanced (until the same would, but for such advance, become presently payable) pay interest at such rate, not exceeding, unless the Company in a General Meeting shall otherwise direct, 12 % (twelve per cent) <i>per annum</i>, as may be agreed upon between the Board and the Shareholder paying the sum in advance.</p>
<b>Transfer of Shares</b>	
26.	<p>(a) The instrument of transfer of any Share in the Company shall be executed by or on behalf of both the transferor and transferee.</p> <p>(b) 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.</p>
27.	<p>The Board may, subject to the right of appeal conferred by Section 58 of the Act decline to register:</p> <p>(a) the transfer of a Share, not being a fully paid Share, to a Person of whom they do not approve; or</p> <p>(b) any transfer of Shares on which the Company has a lien.</p>
28.	<p>The Board may decline to recognise any instrument of transfer unless:</p> <p>(a) the instrument of transfer is in the form as prescribed in Rules made under subsection (1) of Section 56 of the Act;</p> <p>(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</p> <p>(c) the instrument of transfer is in respect of only one class of Shares.</p>
29.	<p>On giving not less than 7 (seven) days' prior notice in accordance with Section 91 of the Act 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:</p> <p>Provided that such registration shall not be suspended for more than 30 (thirty) days at any one time or for more than 45 (forty five) days in the aggregate in any year.</p>

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For ESCORTS KUBOTA INDIA PRIVATE LIMITED

*[Signature]*  
Prosenjeet Roy  
Company Secretary



30.	<p>Unless otherwise expressly agreed in writing by the Shareholders, no Shareholder (including its respective Permitted Transferees to whom Shares may have been transferred) shall, subject to, and in accordance with, the terms of these Articles, directly or indirectly, do, or agree to do, any of the following during the term of the Shareholders Agreement, except as expressly permitted herein:</p> <p>(a) Transfer any Share or any interest in any Share;</p> <p>(b) pledge, mortgage, charge or otherwise create any Encumbrance over any Share or any interest in any Share;</p> <p>(c) grant an option over any Share or any interest in any Share; and/or</p> <p>(d) enter into any agreement with respect to the votes attached to any Share.</p>
31.	<p>Notwithstanding Articles 32 and 33, the Shareholders shall be entitled to Transfer their Shares to any of their respective Permitted Transferees subject to: (a) such Permitted Transferees executing a Deed of Adherence and complying with the provisions of these Articles on and from the date of the Transfer of the Shares to such Permitted Transferees; and (b) such transferring Shareholder remains jointly and severally liable for any and all obligations and liabilities of such Permitted Transferees under these Articles. EL or KBT, as the case may be, transferring any of the Shares held by it to its Permitted Transferees shall intimate the other Shareholder in writing at least 5 (five) Business Days prior to the proposed Transfer, along with the details of such Permitted Transferees (including the details of name, registered office, evidence of such Permitted Transferee being the wholly-owned direct subsidiary of the Shareholder proposing to Transfer its Shares, etc.). In the event that any Permitted Transferee of either EL or KBT, as the case may be, holding Shares ceases to be a Permitted Transferee, EL or KBT, as the case may be, shall procure that such Permitted Transferee Transfers the entirety of the Shares held by it in the Company to EL or KBT, as the case may be, or any other Permitted Transferee of EL or KBT, as the case may be, prior to it ceasing to be a Permitted Transferee of EL or KBT, as the case may be.</p>
32.	<p>Subject to Article 30 and Article 33, each Shareholder including its Permitted Transferees, shall be entitled to Transfer all (and not part) of the Shares held by them to any Third Party, subject to the Right of First Refusal (<i>as defined hereafter</i>) and the Tag Along Right (<i>as defined hereafter</i>) of the other Shareholder, in each case in the manner set out in these Articles. Provided that any Person to whom any Shares are Transferred shall execute a Deed of Adherence and shall comply with the provisions of these Articles, on and from the date of the Transfer of the Shares to such Person.</p>
33.	<p>Notwithstanding anything contained in these Articles, the Shareholders shall not be permitted to Transfer any Shares held by them: (a) in the case of Transfer of Shares by KBT, to a Third Party purchaser who is an EL Competitor; and (b) in the case of Transfer of Shares by EL to a Third Party purchaser who is a KBT Competitor.</p>
34.	<p>The Board shall not register a Transfer of any Shares, unless the Transfer is permitted by, and made in accordance with Applicable Law and in compliance with the provisions of Articles 26 to 44 or Article 149. Any Transfer or purported Transfer of Shares that either directly or indirectly violates the provisions of Articles 26 to 44 shall be null and void ab</p>



	<i>initio</i> and the Company shall not in any way give effect to or register any such non-compliant Transfer.
35.	Subject to compliance with the remaining provisions of Articles 26 to 44, all of the rights and obligations of EL and KBT under these Articles shall extend to, and be exercisable by and binding on, their Permitted Transferees if such Permitted Transferee holds any Shares at any point in time during the subsistence of the Shareholders Agreement, and references to EL and KBT in these Articles shall be read accordingly. For so long as EL and KBT continue to be a Shareholder, each of their Permitted Transferees shall act together with EL or KBT, as the case may be, as a single Person for the purposes of exercising any rights and for adhering to the obligations under these Articles.
<b><i>Right of First Refusal</i></b>	
36.	If at any time KBT or EL, as the case may be (" <b>Offeror</b> ") intend to Transfer all (and not part) of their Shares other than to their Permitted Transferees pursuant to Article 32 above, they shall first be required to offer the same to EL or KBT (as the case may be) (the " <b>Offeree</b> ") in accordance with the provisions of these Articles 36 to 39 (the " <b>Right of First Refusal</b> ").
37.	The Offeror shall deliver to the Offeree a written notice offering to Transfer its Shares (" <b>ROFR Notice</b> "), which notice shall state (a) the name and address of the proposed Third Party purchaser; (b) the number of Shares constituting the entire shareholding of the Offeror in the Company (" <b>Offered Shares</b> "); (b) price per share at which the Offered Shares are proposed to be transferred (" <b>ROFR Price</b> "); and (d) the other terms and conditions of the proposed sale (all the terms contained in the ROFR Notice shall collectively be referred to as the " <b>ROFR Terms</b> "). The Offeree shall confirm to the Offeror within 30 (thirty) Business Days from the date of delivery of the ROFR Notice either (a) its written acceptance of the ROFR Terms and the commitment to purchase the Offered Shares at the ROFR Price (" <b>Acceptance Notice</b> "); or (b) a written notice expressly waiving its right to purchase the Offered Shares (" <b>ROFR Waiver</b> ") (where such ROFR Waiver shall include a failure of the Offeree to deliver the Acceptance Notice within the aforementioned time limit of 30 (thirty) Business Days prescribed in this Article 37).
38.	If the Offeree chooses to accept the Offered Shares, then the Offeree, by itself or through a nominee, shall complete the purchase in aggregate all, but not less than all, of the Offered Shares within a period of 60 (sixty) Business Days from the date of delivery of the Acceptance Notice (" <b>Offer Period</b> ") to the Offeror, at a purchase price equal to the ROFR Price and upon the other ROFR Terms. The Offeree may assign to any of its nominee its right to acquire all or any Offered Shares pursuant to this Article 38. If the Offeree, after having issued the Acceptance Notice, does not make payment of the complete ROFR Price within the Offer Period, the Offeror may sell the Offered Shares (all and not a part of such Offered Shares) to an eligible Third Party on such commercial terms as the Offeror determines. If the Offeree accepts the Offered Shares, then Offeror shall not be required to provide the Offeree with any representations and warranties other than regarding (a) its good title to the Offered Shares; (b) absence of Encumbrance with regard to the Offered Shares; and (c) customary representations regarding its power and authority to sell the Offered Shares. It is further clarified that the Offer Period shall not include any time taken to procure regulatory approvals for the transfer provided that the application for seeking such approvals have been made within 10 (ten) Business Days from the expiry of the Offer Period.

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Prosenjeel Roy  
Company Secretary

39.	Subject to Articles 40 to 44 ( <i>Tag Along Rights</i> ) below, upon the receipt of the ROFR Waiver (as the case may be), the Offeror may, within a period of 30 (thirty) days commencing from the expiry of the Offer Period or the date of the ROFR Waiver, whichever is earlier, Transfer the Offered Shares (all and not part) to a Third Party purchaser, provided that such Transfer of the Offered Shares shall not be made at a price lower than the ROFR Price/terms more favourable than the ROFR Terms. The Offeror shall ensure that the Third Party purchaser executes a Deed of Adherence. If such a Transfer does not occur within the aforesaid period of 30 (thirty) days for any reason, the restrictions provided for in Articles 36 to 39 shall again become effective, and no Transfer of Shares may be made by the Offeror thereafter without again making an offer to the Offeree in accordance with Articles 36 to 39.
<b>Tag Along Rights</b>	
40.	Subject to the Right of First Refusal of each Shareholder under Articles 36 to 39 above, if the Offeror proposes to sell the Offered Shares to a Third Party purchaser and the Offeree does not deliver the Acceptance Notice in accordance with Article 37, the Offeree shall have the right (but not the obligation) (" <b>Tag Along Right</b> ") to participate in such proposed sale, in respect of all (and not part) of Shares held by it as is provided in Article 41 below (" <b>Tag Along Shares</b> ") by issuing a notice informing the exercise of Tag Along Right (" <b>Tag Along Notice</b> ") to the Offeror within 30 (thirty) Business Days from the date of receipt of the ROFR Notice (" <b>Tag Notice Period</b> ").
41.	Any sale by the Offeree pursuant to the Tag Along Right shall be made at the same price and other terms and conditions as described in the ROFR Notice.
42.	The sale of the Offered Shares (along with Tag Along Shares (in case of (a) below)), to the proposed purchaser of the Offered Shares and Tag Along Shares (for purposes of Articles 42 to 44 shall mean " <b>Tag Purchaser</b> ") shall be completed within: (a) a period of 60 (sixty) Business Days from the receipt by the Offeror of the Tag Along Notice pursuant to the Offeree exercising its Tag Along Right; or (b) a period of 60 (sixty) Business Days of the expiry of the Tag Notice Period if the Offeree does not exercise its Tag Along Rights (" <b>Tag Completion Period</b> "). In the event the Offeree exercises its Tag Along Rights, KBT and EL shall co-operate in good faith to obtain all regulatory approvals, if any, that may be required for the sale of the Tag Along Shares/ Offered Shares. Notwithstanding anything contained in this Article 42, in the event that the sale of the Tag Along Shares/ Offered Shares to the Tag Purchaser cannot be completed on account of there being no response from the relevant Government Authority within the Tag Completion Period or the government approval is refused or has not been obtained despite the best efforts of EL, KBT and the Company, the Offeror and Offeree shall not complete the sale of the Offered Shares/ Tag Along Shares to the Tag Purchaser until such government approval has been obtained. Further, if the Offeror intends to sell its Shares pursuant to item (b) above, in the event of a failure to so consummate the sale within the aforesaid Tag Completion Period, any sale by the Offeror of its Shares shall once again be subject to the provisions of Articles 40 to 44. It is further clarified that in case of a transfer by the Offeror pursuant to item (a) above, the Tag Completion Period shall not include any time taken to procure regulatory approvals for the transfer.

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43.	Where the Offeree has issued a Tag Along Notice in accordance with these Articles, the Offeror shall not sell any of its Shares to the Tag Purchaser unless the Tag Purchaser simultaneously purchases all of the Tag Along Shares from the Offeree on the price and other terms as specified in the ROFR Notice. In the event the Offeror fails to sell all its Offered Shares to the Tag Purchaser within the Tag Completion Period, the Offeree shall be under no obligation to sell the Tag Along Shares to the Tag Purchaser.
44.	In the event the Offeree does not exercise the Tag Along Rights within the Tag Notice Period or where the Offeree exercises the Tag Along Rights within the Tag Notice Period, but fails to tender the Tag Along Shares in accordance with these Articles, the Offeror shall be free to sell the Offered Shares to the Tag Purchaser, provided that such sale as set out in this Article 44: (a) shall be consummated within 60 (sixty) Business Days of the expiry of the Tag Notice Period; and (b) the sale price shall not be less than the ROFR Price/terms more favourable than the ROFR Terms. In the event of a failure to so consummate the sale within the aforesaid 60 (sixty) Business Days period, any sale by the Offeror of its Shares shall once again be subject to the provisions of Articles 40 to 44.
<b>Transmission of Shares</b>	
45.	Subject to the provisions of these Articles, <ul style="list-style-type: none"> <li>(a) On the death of a Shareholder, the survivor or survivors where the Shareholder was a joint holder, and his nominee or nominees or legal representatives where the Shareholder was a sole holder, shall be the only Persons recognised by the Company as having any title to his interest in the Shares.</li> <li>(b) Nothing in Article 45(a) 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.</li> </ul>
46.	<ul style="list-style-type: none"> <li>(a) Any Person becoming entitled to a Share in consequence of the death or insolvency of a Shareholder 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: <ul style="list-style-type: none"> <li>(i) to be registered himself as holder of the Share; or</li> <li>(ii) to make such transfer of the Share as the deceased or insolvent Shareholder could have made.</li> </ul> </li> <li>(b) 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 Shareholder had transferred the Share before his death or insolvency.</li> </ul>
47.	<ul style="list-style-type: none"> <li>(a) 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.</li> <li>(b) If the Person aforesaid shall elect to transfer the Share, he shall testify his election by executing a transfer of the Share.</li> </ul>

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	(c) All the limitations, restrictions and provisions of these Articles 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 Shareholder had not occurred and the notice or transfer were a transfer signed by that Shareholder.
48.	<p>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 Shareholder 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, subject to the provisions of Applicable Law:</p> <p>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 90 (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.</p>
<b><i>Forfeiture of Shares</i></b>	
49.	If a Shareholder 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.
50.	<p>The notice aforesaid shall:</p> <p>(a) name a further day (not being earlier than the expiry of 14 (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</p> <p>(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.</p>
51.	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.
52.	<p>(a) A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.</p> <p>(b) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.</p>
53.	(a) A Person whose Shares have been forfeited shall cease to be a Shareholder 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.

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	(b) 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.
54.	<p>(a) A duly verified declaration in writing that the declarant is a Director, the manager or the secretary of the Company, and that a Share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Share;</p> <p>(b) 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;</p> <p>(c) The transferee shall thereupon be registered as the holder of the Share; and</p> <p>(d) 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.</p>
55.	The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the nominal value of the Share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
<b><i>Alteration of Capital</i></b>	
56.	Subject to the provisions of these Articles including Article 66 ( <i>Further Issue of Shares</i> ) and Articles 83 and 84 ( <i>Reserved Matters</i> ), the Company may, from time to time, by a resolution as required under the Act, increase the share capital by such sum, to be divided into Shares of such amount, as may be specified in the resolution.
57.	<p>Subject to the provisions of Section 61 of the Act and these Articles, the Company may, by a resolution passed with the consent of EL and KBT:</p> <p>(a) consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;</p> <p>(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;</p> <p>(c) sub-divide its existing Shares or any of them into Shares of smaller amount than is fixed by the Memorandum of Association; or</p> <p>(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.</p>
58.	Where Shares are converted into stock subject to the provisions of these Articles:

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	<p>(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the Shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:</p> <p>Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the Shares from which the stock arose;</p> <p>(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the Shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in Shares, have conferred that privilege or advantage; and</p> <p>(c) such of the Articles of the Company as are applicable to paid up Shares shall apply to stock and the words "Share" and "Shareholder" in those regulations shall include "stock" and "stock-holder" respectively.</p>
59.	<p>Subject to the provisions of these Articles including Articles 83 and 84 (<i>Reserved Matters</i>), the Company may, by a resolution as may be required under the Act, reduce in any manner and with, and subject to, any incident authorised and consent required by Applicable Law:</p> <p>(a) its Share Capital;</p> <p>(b) any capital redemption reserve account; or</p> <p>(c) any Share premium account.</p>
<b>Capitalisation of Profits</b>	
60.	<p>(a) The Company in a General Meeting may, upon the recommendation of the Board, subject to consent of KBT and EL, in writing, resolve:</p> <p>(i) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and</p> <p>(ii) that such sum be accordingly set free for distribution in the manner specified in (b) below amongst the Shareholders who would have been entitled thereto, if distributed by way of dividend and in the same proportions.</p> <p>(b) The sum aforesaid shall not be paid in cash but shall be applied either in or towards:</p> <p>(i) paying up any amounts for the time being unpaid on any Shares held by such Shareholders respectively;</p>

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*[Signature]*  
Prosenjit Roy  
Company Secretary



	<ul style="list-style-type: none"> <li>(ii) paying up in full, unissued Shares of the Company to be allotted and distributed, credited as fully paid up, to and amongst such Shareholders in the proportions aforesaid;</li> <li>(iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii);</li> <li>(iv) a securities premium account and a capital redemption reserve account may, for the purposes of this Article, be applied in the paying up of unissued Shares to be issued to Shareholders of the Company as fully paid bonus Shares;</li> <li>(v) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.</li> </ul>
61.	<p>(a) Whenever such a resolution as aforesaid shall have been passed, the Board shall:</p> <ul style="list-style-type: none"> <li>(i) 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</li> <li>(ii) generally do all acts and things required to give effect thereto.</li> </ul> <p>(b) The Board shall have power to:</p> <ul style="list-style-type: none"> <li>(i) 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</li> <li>(ii) authorise any person to enter, on behalf of all the Shareholders 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.</li> </ul> <p>(c) Any agreement made under such authority shall be effective and binding on such Shareholders.</p>
<b>Buy-back of Shares</b>	
62.	Subject to the provisions of Articles 83 and 84 hereof ( <i>Reserved Matters</i> ) and Sections 68 to 70 of the Act and any other applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own Shares or other specified securities.
<b>Additional Financing</b>	

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 Prosenjeet Roy  
 Company Secretary



63.	The Company may require funds from time to time, for undertaking its business and its other commercial objectives. The future funding plans of the Company shall be mutually agreed amongst EL and KBT based on the 5 (five) year business plans applicable at such point in time (" <b>Five Year Business Plan</b> "). Subject to the terms of these Articles, the Shareholders Agreement and Applicable Laws, KBT and EL shall assist the Company, on a commercially reasonable effort basis, in raising funds for such purposes in any of the manners as set out in Articles 63 to 66, without any specific order of preference, as mutually agreed in writing at the relevant time between EL and KBT, considering the cost of financing, the business situation of the Company and other relevant factors in respect of the options.
64.	<i>Internal Accruals</i>  The Company shall, subject to the Five Year Business Plan, seek to finance its funding requirements out of its internal accruals and the profits generated from the operations of the Company.
65.	<i>Debt Financing</i>  (a) Subject to the Five Year Business Plan, the Company shall seek to obtain funding by way of debt facilities from commercial banks and financial institutions within or outside India on such terms and conditions as may be acceptable to both EL and KBT in writing. To the extent required, the Company shall provide such security as may be required for the purpose of availing such facilities from commercial banks and other financial institutions. The Shareholders shall, on a commercially reasonable efforts basis, assist the Company to obtain such debt facilities by providing guarantees for the debt facilities, subject to Applicable Laws, on a <i>pro-rata</i> basis in proportion to their then respective shareholding in the Share Capital.  (b) Subject to a mutual agreement between KBT and EL and pursuant to the Five Year Business Plan, the Company may obtain debt facilities from the Shareholders by way of loans subject to compliance with Applicable Laws, on a <i>pro-rata</i> basis in proportion to their then respective shareholding in the Share Capital.
66.	<i>Further Issue of Shares</i>  (a) Subject to Articles 83 and 84 ( <i>Reserved Matters</i> ) and the Five Year Business Plan, the Board may call for further funding from EL and KBT pursuant to Section 62(1)(a) of the Act, and the Shareholders may contribute further funds to the Company, in accordance with this Article 66, in compliance with Applicable Laws, at the time of such further funding. For the avoidance of doubt, no Shareholder is under any commitment or obligation to contribute further funds, or participate in any further issuance of securities by the Company.  (b) In the event the Company is desirous of issuing any Shares to the Shareholders (" <b>Proposed Issuance</b> "), then the Company shall, subject to Applicable Law, offer all its Shareholders (" <b>Pre-emption Offer</b> "), the right to subscribe to its <i>pro rata</i> share of such Proposed Issuance at the price, terms and conditions that are identical to all Shareholders in terms of Section 62(1)(a) of the Act. The Company shall deliver a written notice to all the Shareholders (" <b>Pre-emption Notice</b> ") setting out

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	<p>the following details in respect of the Pre-emption Offer: (i) the number and types of Shares proposed to be issued under the Proposed Issuance ("<b>Additional Shares</b>"); (ii) the number of Additional Shares that may be subscribed to by the relevant Shareholder pursuant to this Article 66 ("<b>Entitlement Shares</b>"); and (iii) the terms and conditions of the Proposed Issuance, including the aggregate consideration at which the Additional Shares are proposed to be issued.</p> <p>(c) Each Shareholder shall, within 30 (thirty) calendar days following delivery of the Pre-emption Notice ("<b>Pre-emption Period</b>"), issue a written notice to the Company specifying the number of Entitlement Shares proposed to be subscribed to by such Shareholder. Failure by any Shareholder to give such notice within the aforesaid period shall be deemed to be a waiver by such Shareholder of its rights under this Article 66 with respect to such Proposed Issuance. KBT and EL shall have the right to assign to their respective Permitted Transferees, the right to acquire the Entitlement Shares pursuant to this Article 66, provided such Permitted Transferees execute a Deed of Adherence upon acquiring any Shares, and agree to be bound by the terms of the Shareholders Agreement.</p> <p>(d) In the event that any Shareholder does not: (i) agree to subscribe to the Entitlement Shares in full; or (ii) respond to the Pre-emption Notice within 30 (thirty) days of its receipt by the Shareholder ("<b>Funding Period</b>"); then the Company shall issue the Additional Shares or the un-subscribed portion of the Additional Shares (as the case may be), to the other Shareholder or its Permitted Transferees. If the Proposed Issuance is not completed within 90 (ninety) days of the Pre-emption Notice (excluding any period required for obtaining any regulatory approvals by the Company or the Shareholders), then the process set out in this Article 66 shall be repeated ("<b>Funding Completion Period</b>").</p> <p>(e) (i) All costs and expenses that may arise as a result of any Proposed Issuance shall be borne by the Company; and (ii) the obligation to make a Pre-emption Offer shall not arise in the event that the Proposed Issuance is pursuant to an employee stock option plan or an initial public offer.</p>
<b>General Meetings</b>	
67.	All General Meetings other than the annual general meeting shall be called "extraordinary general meeting".
68.	<p>(a) The Board may, whenever it thinks fit, call an extraordinary general meeting in accordance with the provisions of these Articles.</p> <p>(b) Each of the Shareholders shall also be entitled to call an extraordinary general meeting in accordance with the provisions of the Act and these Articles.</p>
<b>Proceedings at General Meetings</b>	
69.	<p>(a) No business shall be transacted at any General Meeting unless a quorum of Shareholders is present not only at the time when the meeting proceeds to business but also while transacting the business.</p>

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	<p>(b) Subject to the provisions of the Act, these Articles and the Shareholders Agreement, including Articles 83 and 84 (<i>Reserved Matters</i>), all General Meetings shall require a quorum of at least 2 (two) Shareholders, and shall require the presence of at least 1 (one) EL representative and 1 (one) KBT representative and such quorum requirement will need to be satisfied throughout the entire General Meeting.</p> <p>(c) The Chairman shall preside as the chairman at every General Meeting of the Company.</p> <p>(d) In the absence of the Chairman within 15 (fifteen) minutes after the time appointed for holding the meeting, for any reason whatsoever at a General Meeting, the Directors present shall only choose one of the Directors nominated by the Shareholder nominating the then Chairman to be the chairman of the meeting.</p> <p>(e) If at any meeting no Director nominated by the Shareholder nominating the Chairman is present after 15 (fifteen) minutes after the time appointed for holding the meeting or is willing to act as chairman, the Shareholder nominating the Chairman (or its representative) shall be the chairman of the meeting.</p> <p>(f) Unless a shorter notice period is permitted in accordance with Applicable Laws and agreed to by EL and KBT, no General Meeting shall be held unless at least 21 (twenty one) days clear notice (in written or through electronic mode) of that meeting has been given to each Shareholder at their usual addresses whether in India or abroad along with an agenda, accompanied by the necessary background and other information and/or supporting documents pertaining to the agenda.</p> <p>(g) No item shall be resolved at any General Meeting unless the same has been stated in the agenda to the notice calling for the meeting.</p> <p>(h) Subject to Applicable Law, the Shareholders shall exercise all of their voting rights in relation to the Shares held by them in the Company in such manner so as to give full effect to the terms and conditions of the Shareholders Agreement and these Articles.</p> <p>(i) The Company shall, and the Shareholders shall cause the Company to, prepare minutes of all General Meetings in the English language and such minutes shall be circulated to all Shareholders within 30 (thirty) days after each meeting.</p> <p>(j) Subject to the provisions of the Act, the minutes of each General Meeting shall be required to be signed and dated by both the Chairman and the Co-Chairman for them to be considered as approved, final and binding on the Company and no such minutes shall be entered in the minutes book of the Company unless they have been signed and dated by both the Chairman and the Co-Chairman.</p>
<b><i>Adjournment of Meeting</i></b>	
70.	If the quorum is not present at a duly convened General Meeting (" <b>Original General Meeting</b> ") within 30 (thirty) minutes of the appointed time for such General Meeting or the

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 Director/Secy  
 Company, Secy

	quorum is no longer present during the General Meeting, then the meeting shall be adjourned and be reconvened on the first Business Day after 15 (fifteen) clear days of the date of the Original General Meeting at the same time as the Original General Meeting at a venue which shall be any place in India as may be determined by the Chairman (" <b>Reconvened General Meeting</b> "). For the avoidance of doubt, it is hereby clarified that the venue of the Reconvened General Meeting (being any place in India) shall be decided by the Chairman and shall be intimated to all the Shareholders by way of a notice no later than 5 (five) Business Days from the date of the Original General Meeting.
71.	If at the Reconvened General Meeting, the requisite quorum is not present due to the absence of EL within 30 (thirty) minutes from the time when the meeting should have begun or if during the meeting there is no longer a quorum due to the absence of EL, then subject to Applicable Laws, KBT and any KBT Permitted Transferee (or their respective authorized representatives thereof) present shall constitute quorum and they shall be entitled to vote on all matters set out in the agenda of the Original General Meeting, other than the Reserved Matters.
72.	<p>(a) The Chairman 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.</p> <p>(b) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.</p> <p>(c) When a meeting is adjourned for 30 (thirty) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.</p> <p>(d) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.</p>
73.	To the extent of the specific provisions contained in these Articles, Sections 101 to 107 and Section 109 of the Act shall not apply to the Company.
<b>Voting Rights</b>	
74.	Subject to the provisions of Article 83 and 84 ( <i>Reserved Matters</i> ), at the General Meetings of Shareholders of the Company, the voting rights shall be exercised by poll in the proportion of each Shareholder's share in the paid-up equity Share Capital of the Company, and not by show of hands. Each Share shall have only 1 (one) vote.
75.	A Shareholder may exercise his vote at a meeting by electronic means in accordance with Section 108 of the Act and shall vote only once.
76.	<p>Unless otherwise provided under these Articles,</p> <p>(a) 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; and</p>

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	(b) for this purpose, seniority shall be determined by the order in which the names stand in the register of members.
77.	A Shareholder of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
78.	No Shareholder 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.
79.	<p>(a) 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.</p> <p>(b) Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.\</p>
<b>Proxy</b>	
80.	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 (forty eight) 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 (twenty four) hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
81.	An instrument appointing a proxy shall be in the form as prescribed in the Rules made under Section 105 of the Act.
82.	<p>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:</p> <p>Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.</p>
<b>Reserved Matters</b>	
83.	Notwithstanding anything contained in these Articles, so long as KBT and KBT Permitted Transferee or EL and EL Permitted Transferee, as the case may be, owns not less than 10% (ten percent) of the Share Capital, no action or decision with respect to a Reserved Matter, and no resolution, shall be passed or decided upon at a meeting of the Board (or any committees or sub-committees thereof) either at a physical Board meeting or a Board meeting held by audio-visual electronic communication or by circular resolution or at any meeting of the Shareholders of the Company (including where a Shareholders resolution of the Company is proposed to be passed through a postal ballot/e-voting or by audio-visual

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	electronic communication), and no action or decision shall be taken (whether by the Board of the Company, any committee, sub-committee of the Board of the Company, the Shareholders of the Company or by any of the employees, directors, officers or managers of the Company) with respect to a Reserved Matter, unless, an affirmative written consent of EL and KBT, is first obtained with respect to such Reserved Matter.
84.	Any action taken by the Company, its Shareholders, Directors or employees on any of the Reserved Matters, as the case may be, without the written approvals as specified in Articles 83 and 84 shall be in violation of these Articles and shall be invalid and <i>void ab initio</i> . The Shareholders shall do all acts, deeds or things required to prevent such action being taken by the Company on any of the Reserved Matters which is in violation of Articles 83 and 84.
<b>Management of the Company</b>	
<i>General</i>	
85.	Subject to the provisions of these Articles and the Act, the Board shall be responsible for the management, supervision, direction and control of the Company. The Board shall be entitled to delegate powers to any individual or committees of the Board as it may deem fit in accordance with the terms of these Articles.
86.	As Shareholders of the Company, each of EL and KBT shall, subject to Applicable Law, exercise their voting rights at a meeting of the Shareholders and shall take all other actions necessary to give effect to the provisions of these Articles.
87.	EL and KBT shall, subject to Applicable Law, cause their nominees on the Board to exercise their voting rights in any Board meeting of the Company or meeting of any committee constituted by the Board in conformity with these Articles and to give effect to the provisions of these Articles.
<b>PART-A</b>	
<i>Board of Directors</i>	
88.	The Board shall comprise of 10 (ten) Directors (including the Chairman). KBT shall have the right to nominate 6 (six) Directors on the Board, including 1 (one) executive Director and 5 (five) non-executive Directors (" <b>KBT Directors</b> "), and EL shall have the right to nominate 4 (four) Directors on the Board, including 1 (one) executive Director and 3 (three) non-executive Directors (" <b>EL Directors</b> "). Notwithstanding the abovementioned, the composition of the Board (including the number of executive Directors that may be appointed by KBT and EL) may be changed by KBT and EL pursuant to a mutual agreement in writing. Pursuant to a change in the composition of Board leading to an increase in the number of Directors on the Board, KBT and EL shall have the right to appoint their nominee Directors on the Board in the proportion set out above.
89.	The first directors of the Company shall be: (a) Mr. Yuichi Kitao; (b) Mr. Yoshimitsu Ishibashi; (c) Mr. Takeshi Isonaga;

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	<p>(d) Mr. Hideo Takigawa;</p> <p>(e) Mr. Akira Kato;</p> <p>(f) Mr. Nikhil Nanda;</p> <p>(g) Mr. Shailendra Agrawal;</p> <p>(h) Mr. Bharat Madan; and</p> <p>(i) Mr. Shenu Agarwal.</p>
90.	The Directors shall be appointed by the Board and/or Shareholders in accordance with Applicable Law. The Shareholders shall exercise their voting rights, and shall cause their respective nominee Directors on the Board to exercise their voting rights, and shall take all other actions necessary to adopt the necessary resolutions for the appointment of such other Director as may be notified by the relevant Shareholder and to ensure that the Board is appointed and constituted in accordance with Article 88 above.
91.	The Directors shall not be required to hold any qualification Shares.
92.	<p>(a) The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.</p> <p>(b) Unless otherwise determined by the Board or as set out in the Company's policy in this regard, in writing, the Directors shall not be paid any travelling, hotel and other expenses properly incurred by them in connection with the business of the Company.</p> <p>(c) No sitting fees, travelling or other similar expenses will be payable to the Directors for attending any Board meeting or meeting of a committee.</p>
93.	All costs and expenses incurred by the Shareholders in relation to the incorporation of the Company shall be reimbursed by the Company to the Shareholders.
94.	The Company may exercise the powers conferred on it by Section 88 of the Act with regard to the keeping of a foreign register.
95.	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.
96.	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.
97.	<p>(a) Subject to the provisions of Section 149 and these Articles, 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 these Articles.</p> <p>(b) Such person shall hold office only up to the date of the next annual general meeting or the last date on which the annual general meeting of the Company should have</p>

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For ESCORTS KUBOTA INDIA PRIVATE LIMITED

*[Signature]*  
Prosenjeet Roy  
Company Secretary

	<p>been held, whichever is earlier, but shall be eligible for the appointment by the Company as a Director at that meeting subject to the provisions of the Act.</p> <p>(c) Subject to the provisions of Section 161 of the Act and other applicable Sections, if any, the Board may at any time, appoint any person to act as an alternate Director for a Director ("<b>Original Director</b>") during his absence for a continuous period of not less than 3 (three) months from India; provided that such alternate Director shall be a nominee of such Shareholder i.e., EL or KBT, as the case may be, who had originally nominated such Original Director.</p>
<b>Resignation, Removal or Replacement of Directors</b>	
98.	Except where a Director is required by Applicable Law or these Articles to vacate office or specifically by these Articles to be removed, no Director shall be removed during the term for which such Director was elected, without the consent of, or the request by, the Shareholder which nominated such Director. Each Shareholder shall have the right to remove any Director nominated by it from the Board, with or without cause. In this regard, each of EL and KBT undertakes to vote at any meeting of the Board and the Shareholders to adopt the necessary resolutions for the removal of such Director as may be notified by the relevant Shareholder, in line with each other's requests in respect of such removal. At the time of Transfer by KBT or EL of all Shares held by it in accordance with these Articles, KBT or EL (as the case may be) shall procure the resignation of each Director nominated by it.
99.	In the event a vacancy occurs for any reason on the Board, if required by EL or KBT for the appointment of a replacement Director, each of EL and KBT agrees to cause the Company to immediately convene a meeting of the Board and endeavour to cause its representatives on the Board to exercise their voting rights so as to appoint a replacement Director as an additional Director within 15 (fifteen) Business Days in accordance with Article 90 above. The Shareholders shall exercise their voting rights, and shall take all other actions necessary, to adopt the necessary resolutions for the appointment of such replacement Director at the ensuing General Meeting of Shareholders. The failure to do so shall not constitute a waiver of such right nor shall it prevent the exercise of such right prospectively. Such vacancy shall be filled by an individual who shall be nominated for the appointment by the Shareholder that nominated the appointment of the Director whose office has become vacant.
100.	Subject to Applicable Laws, the respective nominee Directors (nominated by KBT and EL) appointed pursuant to these Articles shall be entitled to disclose to the Shareholder who nominated such Director, all such information concerning the Company as each of them may receive as a result of their office, in their capacity as a Director.
<b>Chairman and Co-Chairman of the Board</b>	
101.	The chairman of the Board (" <b>Chairman</b> ") shall be nominated by KBT and EL on an alternate basis. Each such nomination of the Chairman by KBT and EL, respectively, shall be for a period of 3 (three) years from the date of the appointment. The Chairman shall be nominated by KBT for the first 3 (three) years and thereafter shall be nominated by EL for the next 3 (three) years, and this arrangement of the appointment of the Chairman by KBT and EL on an alternate basis shall continue for the term of the Shareholders Agreement unless mutually agreed otherwise by KBT and EL in writing. The co-chairman of the Board, who is not a

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	chairman as prescribed in the Act (" <b>Co-Chairman</b> ") shall be nominated by EL and KBT on an alternate basis. Each such nomination of the Co-Chairman by EL and KBT, respectively, shall be for a period of 3 (three) years from the date of the appointment of the Chairman. The Co-Chairman shall be nominated: (a) by EL during the aforesaid period of 3 (three) years while KBT has a nomination right of the Chairman; or (b) by KBT during the aforesaid period of 3 (three) years while EL has a nomination right of the Chairman.
102.	The Chairman shall preside at all meetings of the Board or committees thereof where he is a member. In the absence of the Chairman, for any reason whatsoever at a meeting of the Board or any committee thereof where he is a member, the Directors present shall only choose one of the Directors nominated by the Shareholder nominating the then Chairman, as per Article 101 above, to be the chairman of the meeting.
103.	Neither the Chairman nor the Co-Chairman shall have a second or casting vote at any meetings of the Board or committee thereof.
104.	The Shareholders shall ensure that the Chairman and the Co-Chairman are appointed in accordance with Article 101 above.
105.	The Chairman and Co-Chairman shall jointly issue all the Company's public announcements and written official filings with government authorities and participate in all press conferences of the Company.
<b>Board meetings and decisions</b>	
106.	Subject to the Act and these Articles, all meetings of the Board shall require a quorum of at least 6 (six) Directors, which shall include the presence of at least 1 (one) EL Director and 1 (one) KBT Director (" <b>Quorum</b> ") at the time of commencement of the meeting and such Quorum will need to be present throughout the entire meeting of the Board including while transacting business.
107.	If a meeting of the Board is held to be inquorate (" <b>Original Board Meeting</b> ") within 30 (thirty) minutes from the time when the meeting should have begun or if during the meeting there is no longer a Quorum, then the meeting shall stand automatically adjourned and be reconvened on the first Business Day after 15 (fifteen) clear days of the date of the Original Board Meeting at the same time as the Original Board Meeting at a venue which shall be any place in India as may be determined by the Chairman (" <b>Reconvened Board Meeting</b> "). For the avoidance of doubt, it is hereby clarified that the venue of the Reconvened Board Meeting (being a place in India) shall be decided by the Chairman and the notice of the Reconvened Board Meeting shall be delivered to all the Directors no later than 5 (five) Business Days from the date of the Original Board Meeting.
108.	Subject to Article 115, no new matter shall be taken up in a Reconvened Board Meeting without the prior written consent of at least 1 (one) EL Director and 1 (one) KBT Director. At such Reconvened Board Meeting, if the requisite Quorum is not present due to the absence of EL Director(s) within 30 (thirty) minutes from the time when the meeting should have begun or if during the meeting there is no longer a Quorum (due to the absence of EL Director(s)), then subject to Applicable Laws, the KBT Directors present shall constitute

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 Director  
 Escorts Kubota India Private Limited

	quorum and they shall be entitled to vote on all matters set out in the agenda of the Original Board Meeting, other than the Reserved Matters.
109.	Subject to the requirement of the Quorum and subject to the provisions of Articles 83 and 84 hereof with respect to Reserved Matters, the Board shall decide on or pass resolutions relating to matters by a simple majority of all Directors then holding office voting in favour of a resolution. Each Director shall have 1 (one) vote at all meetings of the Board or any adjournment thereof.
110.	The meetings of the Board shall take place in accordance with the Act and these Articles, at such times and locations as the Chairman may determine from time to time, but in any event subject to Article 107 and in such a manner that: (a) not more than 120 (one hundred twenty) days shall intervene between 2 (two) consecutive meetings; and (b) 4 (four) meetings of the Board are held in a Financial Year.
111.	The Directors may participate and vote in Board meetings (or committees thereof) by video conferencing or any other audio-visual means of contemporaneous communication, in the manner permitted under Applicable Law from time to time. The Company shall ensure that such video conferencing / audio-visual facility is made available for all Board and committee meetings throughout the term of the Shareholders Agreement.
112.	A meeting of the Board may be called by the Chairman or any other Director and the Company Secretary, or if a Company Secretary has not been appointed, by any other Director who has been authorized by the Board to give the notice of the meeting, shall on the requisition of the Chairman or a Director, issue a notice convening such meeting, specifying the agenda for such meeting of the Board.
113.	Each Director shall be given a written notice at least 15 (fifteen) days prior to the meeting of the Board, accompanied by the agenda for the meeting of the Board. A meeting of the Board can be called at shorter notice subject to the prior written approval of at least 1 (one) EL Director and 1 (one) KBT Director.
114.	The notice of the Board meeting to all the Directors shall be accompanied by an agenda and notes on agenda reasonably specifying the businesses proposed to be transacted at such meeting and all relevant documents thereto, and all such documents shall be drafted in the English language.
115.	No item shall be transacted at any Board meeting unless the same has been stated in full and sufficient detail in the agenda to the notice calling for the meeting; provided, however, that with the consent of at least 1 (one) EL Director and 1 (one) KBT Director and as may be required under Applicable Law, any item or business not included in the agenda may also be transacted at the Board meeting.
116.	Subject to the provisions of the Act, the minutes of each meeting of the Board or committee thereof (whether in physical or electronic form) shall be required to be signed and dated by both the Chairman and the Co-Chairman for them to be considered as approved, final and binding on the Company and no such minutes shall be entered in the minutes book of the Company unless they have been signed and dated by both the Chairman and the Co-Chairman.

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117.	Subject to compliance with Applicable Law and Articles 83 and 84 ( <i>Reserved Matters</i> ), the Board may act by written resolution, circulated to all the Directors of the Company, present in India and abroad, at least 5 (five) Business Days in advance, and with a majority of all the Directors having indicated their assent by e-mail or any other electronic means or by signing the resolution to be passed by circulation, including at least 1 (one) EL Director and 1 (one) KBT Director (provided that such written resolution has been circulated in draft form, together with the relevant papers, if any, to all the Directors and such other documents/ notes as required under Applicable Law). For the avoidance of doubt, subject to any restrictions imposed by Applicable Law, no written resolution shall be deemed to have been duly adopted by the Board unless such written resolution has been approved by the affirmative consent of a majority of the Directors in accordance with the provisions of Applicable Law, these Articles including Article 109 and the Shareholders Agreement. Further, any circular resolution shall be noted as the first item at the next meeting of the Board.
118.	<p>(a) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.</p> <p>(b) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.</p>
119.	All acts done in any meeting of the Board or of a committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director.
120.	Save as otherwise expressly provided in the Act or these Articles, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.
121.	The provisions of Articles 88 to 120 of these Articles, shall, <i>mutatis mutandis</i> , apply to all committees of the Board and all meetings thereof.
<b>Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief R&amp;D Officer and Company Secretary</b>	
122.	Subject to the provisions of the Act and these Articles, KBT shall have the right to nominate (in writing): (i) the CEO; and (ii) the Chief R&D Officer of the Company.
123.	Subject to the provisions of the Act and these Articles, EL shall have the right to nominate (in writing) the CFO and the COO of the Company. EL shall nominate any one of the EL Directors to act as the 'occupier' of the factory of the Company for the purposes of the Factories Act, 1948 and such EL Director shall be entrusted by the Board to have such powers as required for performing his duties/ obligations as an 'occupier' under the Factories Act, 1948: provided, however, that the details of such powers shall be mutually agreed between EL, KBT and the Company, in writing.

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124.	Subject to Section 196 and other applicable provisions of the Act, if any, a managing or whole time director may be paid such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in other) as the Board may determine.
125.	The Board shall appoint a Company Secretary as identified and nominated by KBT and approved by EL which approval shall not be unreasonably withheld, conditioned or delayed.
126.	The Board shall appoint CEO, CFO and COO and the Chief R&D Officer as nominated above. The Shareholders of the Company shall ensure that the CEO, the CFO, the COO, the Chief R&D Officer and the Company Secretary are appointed in accordance with these Articles.
127.	The CEO, the CFO, the COO and the Chief R&D Officer of the Company shall have such powers and responsibilities as set forth under the terms of their appointment and as entrusted upon them, from time to time, by the Board. The CEO shall be responsible for, <i>inter alia</i> , the human resource and general affairs of the Company.
128.	Unless otherwise agreed amongst EL, KBT and the Company, the CFO and COO the Chief R&D Officer and the Company Secretary shall simultaneously report to both of (a) the CEO; and (b) the executive Director(s) of the Company nominated by EL or KBT which has also nominated such officers of the Company.
<b>PART B</b>	
Notwithstanding anything to the contrary contained under these Articles, Article 88 to Article 128 contained in this Part B shall come into force upon the filing of the Merger Order with the relevant Registrar of Companies in accordance with the Merger Cooperation Agreement AND, simultaneously, Articles 88 to Article 129 in Part A of these Articles shall cease to be applicable in its entirety.	
<b>Board of Directors</b>	
88	The Board shall comprise of 12 (twelve) Directors (including the Chairman). KBT shall have the right to nominate 7 (seven) Directors on the Board, including 3 (three) executive Director (including 1 (one) Managing Director) and 4 (four) non-executive Directors (“ <b>KBT Directors</b> ”), and EL shall have the right to nominate 5 (five) Directors on the Board, including 2 (two) executive Director and 3 (three) non-executive Directors (“ <b>EL Directors</b> ”). Notwithstanding the abovementioned, the composition of the Board (including the number of executive Directors that may be appointed by KBT and EL) may be changed by KBT and EL pursuant to a mutual agreement in writing. Pursuant to a change in the composition of Board leading to an increase in the number of Directors on the Board, KBT and EL shall have the right to appoint their nominee Directors on the Board in the proportion set out above.
89	The first directors of the Company shall be: <p>(a) Mr. Yuichi Kitao;</p> <p>(b) Mr. Yoshimitsu Ishibashi;</p> <p>(c) Mr. Takeshi Isonaga;</p>

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*Prasenjit Roy*  
Company Secretary

	<p>(d) Mr. Hideo Takigawa;</p> <p>(e) Mr. Akira Kato;</p> <p>(f) Mr. Nikhil Nanda;</p> <p>(g) Mr. Shailendra Agrawal;</p> <p>(h) Mr. Bharat Madan; and</p> <p>(i) Mr. Shenu Agarwal.</p>
90	The Directors shall be appointed by the Board and/or Shareholders in accordance with Applicable Law. The Shareholders shall exercise their voting rights, and shall cause their respective nominee Directors on the Board to exercise their voting rights, and shall take all other actions necessary to adopt the necessary resolutions for the appointment of such other Director as may be notified by the relevant Shareholder and to ensure that the Board is appointed and constituted in accordance with Article 88 above.
91	The Directors shall not be required to hold any qualification Shares.
92	<p>(a) The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.</p> <p>(b) Unless otherwise determined by the Board or as set out in the Company's policy in this regard, in writing, the Directors shall not be paid any travelling, hotel and other expenses properly incurred by them in connection with the business of the Company.</p> <p>(c) No sitting fees, travelling or other similar expenses will be payable to the Directors for attending any Board meeting or meeting of a committee.</p>
93	All costs and expenses incurred by the Shareholders in relation to the incorporation of the Company shall be reimbursed by the Company to the Shareholders.
94	The Company may exercise the powers conferred on it by Section 88 of the Act with regard to the keeping of a foreign register.
95	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.
96	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.
97	<p>(a) Subject to the provisions of Section 149 and these Articles, 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 these Articles.</p> <p>(b) Such person shall hold office only up to the date of the next annual general meeting or the last date on which the annual general meeting of the Company should have</p>

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For ESCORTS KUBOTA INDIA PRIVATE LIMITED

*[Signature]*  
 Projected  
 Company

	been held, whichever is earlier, but shall be eligible for the appointment by the Company as a Director at that meeting subject to the provisions of the Act.
(c)	Subject to the provisions of Section 161 of the Act and other applicable Sections, if any, the Board may at any time, appoint any person to act as an alternate Director for a Director (" <b>Original Director</b> ") during his absence for a continuous period of not less than 3 (three) months from India; provided that such alternate Director shall be a nominee of such Shareholder i.e., EL or KBT, as the case may be, who had originally nominated such Original Director.

***Resignation, Removal or Replacement of Directors***

98	Except where a Director is required by Applicable Law or these Articles to vacate office or specifically by these Articles to be removed, no Director shall be removed during the term for which such Director was elected, without the consent of, or the request by, the Shareholder which nominated such Director. Each Shareholder shall have the right to remove any Director nominated by it from the Board, with or without cause. In this regard, each of EL and KBT undertakes to vote at any meeting of the Board and the Shareholders to adopt the necessary resolutions for the removal of such Director as may be notified by the relevant Shareholder, in line with each other's requests in respect of such removal. At the time of Transfer by KBT or EL of all Shares held by it in accordance with these Articles, KBT or EL (as the case may be) shall procure the resignation of each Director nominated by it.
99	In the event a vacancy occurs for any reason on the Board, if required by EL or KBT for appointment of a replacement Director, each of EL and KBT agrees to cause the Company to immediately convene a meeting of the Board and endeavour to cause its representatives on the Board to exercise their voting rights so as to appoint a replacement Director as an additional Director within 15 (fifteen) Business Days in accordance with Article 90 above. The Shareholders shall exercise their voting rights, and shall take all other actions necessary, to adopt the necessary resolutions for the appointment of such replacement Director at the ensuing General Meeting of Shareholders. The failure to do so shall not constitute a waiver of such right nor shall it prevent the exercise of such right prospectively. Such vacancy shall be filled by an individual who shall be nominated for appointment by the Shareholder that nominated the appointment of the Director whose office has become vacant.
100	Subject to Applicable Laws, the respective nominee Directors (nominated by KBT and EL) appointed pursuant to these Articles shall be entitled to disclose to the Shareholder who nominated such Director, all such information concerning the Company as each of them may receive as a result of their office, in their capacity as a Director.

***Chairman and Co-Chairman of the Board***

101	The chairman of the Board (" <b>Chairman</b> ") shall be nominated by KBT and EL on an alternate basis. Each such nomination of the Chairman by KBT and EL, respectively, shall be for a period of 3 (three) years from the date of the appointment. The Chairman shall be nominated by KBT for the first 3 (three) years and thereafter shall be nominated by EL for the next 3 (three) years, and this arrangement of the appointment of the Chairman by KBT and EL on an alternate basis shall continue for the term of the Shareholders Agreement. The co-chairman of the Board, who is not a chairman as prescribed in the Act (" <b>Co-Chairman</b> ") shall be nominated by EL and KBT on an alternate basis. Each such nomination of the Co-
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	Chairman by EL and KBT, respectively, shall be for a period of 3 (three) years from the date of appointment of the Chairman. The Co-Chairman shall be nominated: (a) by EL during the aforesaid period of 3 (three) years while KBT has a nomination right of the Chairman; or (b) by KBT during the aforesaid period of 3 (three) years while EL has a nomination right of the Chairman.
102	The Chairman shall preside at all meetings of the Board or committees thereof where he is a member. In the absence of the Chairman, for any reason whatsoever at a meeting of the Board or any committee thereof where he is a member, the Directors present shall only choose one of the Directors nominated by the Shareholder nominating the then Chairman, as per Article 101 above, to be the chairman of the meeting.
103	Neither the Chairman nor the Co-Chairman shall have a second or casting vote at any meetings of the Board or committee thereof.
104	The Shareholders shall ensure that the Chairman and the Co-Chairman are appointed in accordance with Article 101 above.
105	The Chairman and Co-Chairman shall jointly issue all the Company's public announcements and written official filings with government authorities and participate in all press conferences of the Company.
<b>Board meetings and decisions</b>	
106	Subject to the Act and these Articles, all meetings of the Board shall require a quorum of at least 7 (seven) Directors, which shall include the presence of at least 1 (one) EL Director and 1 (one) KBT Director (" <b>Quorum</b> ") at the time of commencement of the meeting and such Quorum will need to be present throughout the entire meeting of the Board including while transacting business.
107	If a meeting of the Board is held to be inquorate (" <b>Original Board Meeting</b> ") within 30 (thirty) minutes from the time when the meeting should have begun or if during the meeting there is no longer a Quorum, then the meeting shall stand automatically adjourned and be reconvened on the first Business Day after 15 (fifteen) clear days of the date of the Original Board Meeting at the same time as the Original Board Meeting at a venue which shall be any place in India as may be determined by the Chairman (" <b>Reconvened Board Meeting</b> "). For the avoidance of doubt, it is hereby clarified that the venue of the Reconvened Board Meeting (being a place in India) shall be decided by the Chairman and the notice of the Reconvened Board Meeting shall be delivered to all the Directors no later than 5 (five) Business Days from the date of the Original Board Meeting.
108	Subject to Article 115, no new matter shall be taken up in a Reconvened Board Meeting without the prior written consent of at least 1 (one) EL Director and 1 (one) KBT Director. At such Reconvened Board Meeting, if the requisite Quorum is not present due to the absence of EL Director(s) within 30 (thirty) minutes from the time when the meeting should have begun or if during the meeting there is no longer a Quorum (due to the absence of EL Director(s)), then subject to Applicable Laws, the KBT Directors present shall constitute quorum and they shall be entitled to vote on all matters set out in the agenda of the Original Board Meeting, other than the Reserved Matters.

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109	Subject to the requirement of the Quorum and subject to the provisions of Articles 83 and 84 hereof with respect to Reserved Matters, the Board shall decide on or pass resolutions relating to matters by a simple majority of all Directors then holding office voting in favour of a resolution. Each Director shall have 1 (one) vote at all meetings of the Board or any adjournment thereof.
110	The meetings of the Board shall take place in accordance with the Act and these Articles, at such times and locations as the Chairman may determine from time to time, but in any event subject to Article 107 and in such a manner that: (a) not more than 120 (one hundred twenty) days shall intervene between 2 (two) consecutive meetings; and (b) 4 (four) meetings of the Board are held in a Financial Year.
111	The Directors may participate and vote in Board meetings (or committees thereof) by video conferencing or any other audio-visual means of contemporaneous communication, in the manner permitted under Applicable Law from time to time. The Company shall ensure that such video conferencing / audio-visual facility is made available for all Board and committee meetings throughout the term of the Shareholders Agreement.
112	A meeting of the Board may be called by the Chairman or any other Director and the Company Secretary, or if a Company Secretary has not been appointed, by any other Director who has been authorized by the Board to give the notice of the meeting, shall on the requisition of the Chairman or a Director, issue a notice convening such meeting, specifying the agenda for such meeting of the Board.
113	Each Director shall be given a written notice at least 15 (fifteen) days prior to the meeting of the Board, accompanied by the agenda for the meeting of the Board. A meeting of the Board can be called at shorter notice subject to the prior written approval of at least 1 (one) EL Director and 1 (one) KBT Director.
114	The notice of the Board meeting to all the Directors shall be accompanied by an agenda and notes on agenda reasonably specifying the businesses proposed to be transacted at such meeting and all relevant documents thereto, and all such documents shall be drafted in the English language.
115	No item shall be transacted at any Board meeting unless the same has been stated in full and sufficient detail in the agenda to the notice calling for the meeting; provided, however, that with the consent of at least 1 (one) EL Director and 1 (one) KBT Director and as may be required under Applicable Law, any item or business not included in the agenda may also be transacted at the Board meeting.
116	Subject to the provisions of the Act, the minutes of each meeting of the Board or committee thereof (whether in physical or electronic form) shall be required to be signed and dated by both the Chairman and the Co-Chairman for them to be considered as approved, final and binding on the Company and no such minutes shall be entered in the minutes book of the Company unless they have been signed and dated by both the Chairman and the Co-Chairman.
117	Subject to compliance with Applicable Law and Articles 83 and 84 ( <i>Reserved Matters</i> ), the Board may act by written resolution, circulated to all the Directors of the Company, present

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	in India and abroad, at least 5 (five) Business Days in advance, and with a majority of all the Directors having indicated their assent by e-mail or any other electronic means or by signing the resolution to be passed by circulation, including at least 1 (one) EL Director and 1 (one) KBT Director (provided that such written resolution has been circulated in draft form, together with the relevant papers, if any, to all the Directors and such other documents/ notes as required under Applicable Law). For the avoidance of doubt, subject to any restrictions imposed by Applicable Law, no written resolution shall be deemed to have been duly adopted by the Board unless such written resolution has been approved by the affirmative consent of a majority of the Directors in accordance with the provisions of Applicable Law, these Articles including Article 109 and the Shareholders Agreement. Further, any circular resolution shall be noted as the first item at the next meeting of the Board.
118	<p>(a) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.</p> <p>(b) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.</p>
119	All acts done in any meeting of the Board or of a committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director.
120	Save as otherwise expressly provided in the Act or these Articles, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.
121	The provisions of Articles 88 to 120 of these Articles, shall, <i>mutatis mutandis</i> , apply to all committees of the Board and all meetings thereof.
122	KBT shall have the right to nominate (in writing): (i) the Managing Director; (ii) the Deputy Managing Director; (iii) the Joint CEO (iv) the Chief Sales and Marketing Officer of the Company; (v) the Chief Research and Development Officer; and (v) the Chief Quality Assurance Officer of the Company.
123	EL shall have the right to nominate (in writing) (i) the CFO; (ii) the COO; (iii) the Deputy Managing Director; (iv) the Joint CEO and (v) the 'Chief HR Officer (who shall be supervised by, and shall report to, MD and/or Joint CEO), of the Company. EL shall nominate any one of the EL Directors to act as the 'occupier' of the factory of the Company for the purposes of the Factories Act, 1948 and such EL Director shall be entrusted by the Board to have such powers as required for performing his duties/ obligations as an 'occupier' under the Factories Act, 1948; provided, however, that the details of such powers shall be mutually agreed between EL, KBT and the Company, in writing.
124	Subject to Section 196 and other applicable provisions of the Act, if any: a managing or whole time director may be paid such remuneration (whether by way of salary, commission

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Prosenjeet Roy  
Company Secretary

	or participation in profits or partly in one way and partly in other) as the Board may determine.
125	The Board shall appoint a Company Secretary as identified and nominated by KBT and approved by EL which approval shall not be unreasonably withheld, conditioned or delayed.
126	The Board shall appoint the Managing Director, the Deputy Managing Director(s), the Joint CEO, the CFO, the COO, the Chief Sales and Marketing Officer, the Chief Research and Development Officer, the Chief Quality Assurance Officer, the Chief HR Officer, and Company Secretary as nominated above. The Shareholders of the Company shall ensure that the Managing Director, Deputy Managing Director(s), the Joint CEO, the CFO, the COO, the Chief Sales and Marketing Officer, the Chief Research and Development Officer, the Chief Quality Assurance Officer, the Chief HR Officer and the Company Secretary are appointed in accordance with these Articles.
127	The Managing Director, the Deputy Managing Director(s)/, the Joint CEO, the CFO, the COO, the Chief Sales and Marketing Officer, the Chief Research and Development Officer, the Chief Quality Assurance Officer, the Chief HR Officer shall have such powers and responsibilities as set forth under the terms of their appointment and as entrusted upon them, from time to time, by the Board. The Managing Director shall be responsible for, <i>inter alia</i> , the human resource and general affairs of the Company.
128	Unless otherwise agreed amongst EL, KBT and the Company, Deputy Managing Director(s), the Joint CEO, the CFO, the COO, the Chief Sales and Marketing Officer, the Chief Research and Development Officer, the Chief Quality Assurance Officer, the Chief HR Officer and the Company Secretary shall simultaneously report to both of (a) the Managing Director; and (b) the executive Director(s) of the Company nominated by EL or KBT which has also nominated such officers of the Company.
<b>Deadlock</b>	
129.	In the event of the occurrence of a Deadlock, the Chairman shall within 3 (three) Business Days of the occurrence of such Deadlock, refer the matter which is the subject of the Deadlock in writing to each of EL and KBT (" <b>Deadlock Notice</b> "). Within 5 (five) Business Days of the receipt of the Deadlock Notice, each of EL and KBT shall appoint a representative (the " <b>Deadlock Representative</b> ") and the Deadlock Representatives so appointed by KBT and EL, respectively, shall meet, no later than 15 (fifteen) Business days from the date of receipt of the Deadlock Notice by EL and KBT, to discuss a resolution for and to amicably resolve the Deadlock matter. EL and KBT shall take all reasonable steps to ensure that their Deadlock Representatives meet and negotiate in good faith with a view to resolve such matter.
130.	Upon the resolution of such matter in accordance with Article 129, the Company shall be bound to give effect to the agreement reached between the Deadlock Representatives in respect of such matter and each Shareholder shall exercise its voting rights at any General Meeting of the Shareholders and cause its nominees on the Board to exercise their voting rights in any Board meeting, as the case may be, and shall take all other actions necessary, to give effect to the provisions of such agreement. Any resolution to a Deadlock shall be in writing and shall be implemented in terms of such written resolution.

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131.	If, within a period of 45 (forty five) Business Days from the date of the Deadlock Notice, EL and KBT are unable to resolve the Deadlock in accordance with Article 129, then the matter shall be escalated to: (a) the Chairman and Managing Director of EL, so long as the Applicable Law permits an individual to hold the position of 'Chairman' and 'Managing Director' simultaneously, and the same individual holds the position of 'Chairman' and 'Managing Director' simultaneously; or (b) the 'Managing Director', in all other cases, in respect of EL, and a 'General Manager of Tractor Business Admin and Cont. Dep.' of KBT in respect of KBT (" <b>Senior Management Officers</b> "). Such Senior Management Officers shall endeavour to resolve the Deadlock within 60 (sixty) calendar days of such Deadlock being escalated to the Senior Management Officers amicably and in a commercially reasonable manner with a view to resolve such matter.
132.	Upon the resolution of such matter in accordance with Article 131, the Company shall be bound to give effect to the agreement reached between the Senior Management Officers in respect of such matter and each Shareholder shall exercise its voting rights at any General Meeting of the Shareholders and cause its nominees on the Board to exercise their voting rights in any Board meeting, as the case may be, and shall take all other actions necessary, to give effect to the provisions of such agreement. Any resolution to a Deadlock shall be in writing and shall be implemented in terms of such written resolution.
133.	Until the Deadlock remains unresolved, the matter in respect of which the Deadlock arose shall be deemed to have not been approved and the Company/ Board and/ or Shareholders of the Company shall not proceed with the matter which has caused the Deadlock, provided that the other provisions of the Shareholders Agreement and these Articles shall continue to apply as if no Deadlock has taken place. Any resolution to a Deadlock shall be in writing and shall be implemented by the Company in terms of the resolution of the Deadlock.
<b>Information Rights</b>	
134.	<p>For as long as the Shareholders Agreement is in effect, the Shareholders shall exercise their rights in relation to the Company so as to ensure that the Company shall deliver to EL and KBT:</p> <p>(a) on or before March 1 in each year a detailed draft operating budget for the Company (including estimated major items of revenue and capital expenditure) for the following Financial Year, broken down on a monthly basis, and an accompanying cash-flow forecast together with a balance sheet showing the projected position of the Company as at the end of the following Financial Year;</p> <p>(b) within 15 (fifteen) days after the end of each calendar month, unaudited management accounts, such accounts to include a detailed profit and loss account, balance sheet and cash-flow statement, an analysis of revenue, with revenue and capital budgets for the corresponding month, and (if so required by any Director) a statement of the source and the application of funds for such month;</p> <p>(c) within 30 (thirty) days after the end of each quarter, provide the quarterly audited or reviewed financial statements of the Company;</p>

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	<p>(d) within 30 (thirty) days of the Financial Year end of the Company, audited financial statements of the Company with the Board report;</p> <p>(e) annual and quarterly internal audit reports;</p> <p>(f) copies of minutes of all Board, committees and Shareholder meetings;</p> <p>(g) information with respect to the commencement of any legal proceedings, including without limitation, copies of all notices, show cause notices in relation to any litigation or claim against the Company, along with the status report of all the action taken in relation to such legal proceedings; and</p> <p>(h) such further information as any of EL and/or KBT may from time to time reasonably require as to any and all matters relating to the business, financial condition, prospects or corporate affairs of the Company and/or any of its subsidiaries or such other additional financial statements prepared under Ind AS and/ or Indian GAAP at such times as are necessary in order that the Shareholders of the Company can prepare and distribute their own financial statements in accordance with their or their parent companies authorization documents along with any information required by the Shareholders of the Company for reporting and public filings (including for regulatory and Tax reasons).</p>
135.	<p>For so long as KBT and KBT Permitted Transferee or EL and EL Permitted Transferee own 5% (five percent) each of the Share Capital and the Shareholders Agreement is in effect, KBT or EL may, by providing 15 (fifteen) Business Days' prior written notice to the Company, request the following:</p> <p>(a) any Third Party reports obtained by the Company in relation to its business or operations;</p> <p>(b) copies of any material contracts entered into by the Company;</p> <p>(c) copies of any Tax returns, including all direct and indirect taxes;</p> <p>(d) copies of any filings made under the Act and with the Reserve Bank of India and Government of India;</p> <p>(e) copies of any regulatory approval, correspondence with Government Authorities, drawing and/ or plan pertaining to any venture;</p> <p>(f) copies of all insurance policies that the Company has obtained and/ or insurance policies obtained by Third Parties for the operations of the Company; and</p> <p>(g) information with respect to any communication received in respect of the regulatory approvals obtained by the Company.</p>
136.	<p>Subject to Applicable Law, the Company shall provide such other information or documents as may be requested in writing by EL or KBT, as the case may be, within a period of 15 (fifteen) Business Days of such request being made.</p>

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137.	Upon reasonable notice, the Company will permit any Shareholder, at the expense of such Shareholder, to inspect, examine and/or perform an internal audit on, during normal business hours, any of the assets or properties, books or accounts, records and reports of the Company and to discuss the affairs, finances and accounts of the Company with the directors, executive officers, agents, accountants and attorneys of the Company.
138.	The Shareholders shall ensure that the Company shall (a) at all times maintain accurate and complete accounting and other financial records according to the requirements of Applicable Law and Ind AS and (b) prepare audited accounts of the Company in accordance with Ind AS. Such audited accounts shall contain such information and reports as are required by Applicable Law to be contained therein and attached thereto and shall be audited by an Approved Accounting Firm.
139.	The Company shall deliver to KBT, 21 (twenty one) days from the expiry of each Calendar Year, financial statements of the Company (including, without limitation, profit and loss account, balance sheet, cash-flow statement and annexed statements) relating to such Calendar Year, which are prepared and audited in such manner and form as notified to the Company by KBT, for the purposes of consolidation of such financial statements with the financial statements of KBT.
140.	All information provided pursuant to Articles 134 to 139 shall be in the English language and accordingly, the Shareholders shall ensure that the Company shall provide each of the Shareholders with certified English translations of all documents if the original documents are written in local languages other than in English.
<b><i>Directors' / Officers' Liability Insurance</i></b>	
141.	The Company shall obtain and maintain an appropriate directors' and officers' liability insurance policy for all Directors acceptable to KBT and EL.
142.	The aforesaid insurance policy shall: (a) be for a sum assured of not less than the amount to be agreed separately in writing by EL and KBT; and (b) be obtained from a reputed insurance company in India. For avoidance of the doubt, the Company acknowledges and agrees that if the directors' and officers' liability insurance policy does not cover liabilities of any of the Director(s), or where the limits have been exhausted <i>vis-à-vis</i> such Director, then such Director shall be indemnified through funds of the Company to the extent not covered/indemnified under the directors' and officers' liability insurance policy.
143.	The Company shall, from time to time, upon request in this regard being made by any Director, provide such Director with a copy of the directors' and officers' liability insurance policy obtained by the Company.
144.	Subject to Applicable Law, the Company shall indemnify, defend and hold harmless each Director who was, or is made a party, or is threatened to be made a party, to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action brought by or in the name of the Company), by reason of the fact that such Director is or was a Director, or otherwise relating to any action taken or omitted to be taken in such Person's capacity as a Director, against all losses, liabilities, costs (including counsel fees and other

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For ESCORTS KUBOTA INDIA PRIVATE LIMITED

*[Signature]*  
Prasenjeet Roy  
Company Secretary

	legal costs), expenses, damages, penalties, actions, proceedings, claims and demands actually and reasonably incurred by him/her in connection with such suit, action or proceeding or the defence, litigation or settlement thereof except in case of any loss, liability, cost or expense accrued, incurred or suffered, and/or borne by him/ her due to the gross negligence, fraud or willful default on the part of such Director.
145.	In case KBT or EL, including any of their respective Permitted Transferee(s), cease to be a shareholder of the Company in accordance with the these Articles, the Company, EL and KBT shall immediately take all necessary steps for changing the name of the Company in order to stop using the trademarks of the Company, EL or KBT that has ceased to be the shareholder of the Company.
<b>Events of Default</b>	
146.	<p>An event of default ("<b>Event of Default</b>") in relation to EL or KBT, as the case may be ("<b>Defaulting Party</b>") shall mean the occurrence of any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) a material breach by a Defaulting Party of any of its obligations under the Shareholders Agreement or under any of the Relevant Agreements and these Articles (other than those contained under Articles 26 to 44) and failure by the Defaulting Party to remedy such material breach, if capable of remedy, within 120 (one hundred and twenty) days ("<b>Cure Period</b>") after being given a written notice by the other Non- Defaulting Party to do so.;</li> <li>(b) a breach by a Defaulting Party (including its respective Permitted Transferee to whom Shares have been transferred) of any of its obligations under Articles 26 to 44;</li> <li>(c) change of Control of the Defaulting Party, without the prior written consent of the Non-Defaulting Party; and</li> <li>(d) the occurrence of Insolvency Event in relation to the Defaulting Party.</li> </ul>
147.	<p><b>Consequences of an Event of Default</b></p> <ul style="list-style-type: none"> <li>(a) Notwithstanding anything contained in these Articles and the Shareholders Agreement, upon the occurrence of an Event of Default (as prescribed in Article 146 above), EL and KBT shall, in addition to any other rights available to the Non-Defaulting Party under the Shareholders Agreement, these Articles and the Applicable Law, mutually discuss and agree upon, on a good faith basis, the manner in which such Event of Default is required to be resolved by the Defaulting Party in an efficient and time bound manner. For the avoidance of doubt, it is hereby clarified that such mutual discussions between EL and KBT in terms of this Article 147 shall not prejudice, preclude or exclude the rights available to the Non-Defaulting Party under these Articles and the Shareholders Agreement (including, without limitation, the right to seek indemnification as per the Shareholders Agreement) and under Applicable Law.</li> <li>(b) Notwithstanding anything to the contrary contained in these Articles, upon the occurrence of an Event of Default, other than an Event of Default prescribed in</li> </ul>

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	Article 146(a) above, the Non-Defaulting Party, in addition to any other rights available to it under these Articles, the Shareholders Agreement and under Applicable Law, shall have the right (but not the obligation) to purchase all and not less than all Shares owned by the Defaulting Party (including its respective Permitted Transferees (if any) to whom Shares have been transferred) at any time, in accordance with the procedure prescribed under <b>Schedule 2</b> set out herein.
148.	The restrictions on Transfer of Shares contained in Articles 26 to 44 shall not apply to the sale and Transfer of Shares under Articles 146 and 147.
149.	The Company shall recognise and duly register any Transfer of Shares under Articles 146 to 147 and shall reflect on its records any change in ownership of such Shares.
<b>Annual Business Plan</b>	
150.	An annual business plan of the Company shall be prepared for each Financial Year in the format proposed by KBT, subject to the consent of EL (which consent shall not be unreasonably withheld, delayed or conditioned). The annual business plan of the Company for the Financial Year 2020-2021 shall be prepared with the prior written approval of EL, KBT and the Company, and thereafter EL and KBT shall discuss and agree on the annual business plan for each subsequent Financial Year at least 30 (thirty) days prior to the end of the preceding Financial Year (each as so approved, an "Annual Business Plan").
<b>The Seal</b>	
151.	The Company shall not have a common seal.
<b>Dividends and Reserve</b>	
152.	Subject to Articles 83 and 84 ( <i>Reserved Matters</i> ), the Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
153.	Subject to the provisions of Section 123 of the Act and Articles 83 and 84 ( <i>Reserved Matters</i> ), the Board may from time to time pay to the Shareholders such interim dividends as appear to it to be justified by the profits of the Company.
154.	Subject at all times to Articles 83 and 84 ( <i>Reserved Matters</i> ), the Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than Shares of the Company) as the Board may, from time to time, think fit.
155.	The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

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*[Signature]*  
Prosenjeet Roy  
Company Secretary



	Subject to these Articles and 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.
156.	No amount paid or credited as paid on a Share in advance of calls shall be treated for the purposes of this Article as paid on the Share.
157.	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.
158.	The Board may deduct from any dividend payable to any Shareholder all sums of money, if any, presently payable by him to the Company on account of calls in relation to the Shares of the Company.
159.	Subject to applicable laws, any dividend, interest or other monies payable in cash in respect of Shares may be paid in such manner as specified by the respective Shareholder.
160.	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.
161.	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.
<b>Accounts</b>	
162.	The Board shall ensure that all relevant information in relation to the Company (including access to the accounts and books of the Company) is provided to the Shareholders in the manner specified under Articles 134 to 140 ( <i>Information Rights</i> ).
<b>Secrecy</b>	
163.	Every manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Board, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bona fide transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any General Meeting or by Applicable Law of the country and except so far as may be necessary in order to comply with any of the provisions in these Articles and the Act.
<b>Borrowing Powers of the Directors</b>	
164.	Subject to the provisions of Section 179 of the Act and other Applicable Law and these Articles including Articles 63 to 66 ( <i>Additional Financing</i> ); and Articles 83 and 84 ( <i>Reserved Matters</i> ), the Board shall have the power, from time to time and at their discretion, to borrow, raise or secure the payment of any sum of money for the purpose of the Company in such

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For ESCORTS KUBOTA INDIA PRIVATE LIMITED  
  
 Prosenjeet Roy  
 Company Secretary



	manner and upon such terms and conditions in all respects as it may think fit and in particular by the issue of debentures or bonds of the Company or by mortgage or charge upon all or any of the properties of the Company both present and future including its uncalled capital for the time being.
<b><i>Winding up</i></b>	
165.	<p>Subject to the provisions of Chapter XX of the Act and Rules made thereunder:</p> <p>(a) If the Company shall be wound up, the liquidator may, with the sanction of a resolution of the Company as required under the Act and any other sanction required by the Act, divide amongst the Shareholders, 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.</p> <p>(b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Shareholders or different classes of Shareholders.</p> <p>(c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no Shareholder shall be compelled to accept any Shares or other securities whereon there is any liability.</p>
<b><i>Audit</i></b>	
166.	Subject to the provisions of the Act and these Articles, the Board may fill up any casual vacancy in the office of the auditors from amongst the Approved Accounting Firms. An annual audit of the books of accounts, records and affairs of the Company at the Company's expense shall be made each year immediately following the close of the fiscal year by accountants, who would be the auditors of the Company appointed from amongst the Approved Accounting Firms. A signed copy of the report of the annual audit shall be submitted to each Director.
<b><i>Indemnity</i></b>	
167.	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.
<b><i>Force Majeure</i></b>	
168.	The Company, EL or KBT shall not be liable for any breach nor failure to perform the obligations set out in Articles 99, 107, 110, 113, 117, 70, 69(f), 69(i), 129, 131 and 134 -140 of Part A and Part B, 53-66, 30-44, 147(a), paragraphs 2 and 4 of the Schedule 2 and paragraphs 1 and 3 of Schedule 3 where such failure is caused in whole or substantially by contingencies beyond the control of the Company, EL or KBT and without fault of the Company, EL or KBT, including but not limited to acts of God, epidemic, pandemic fire, flood, storms, typhoons, wars, civil strike, labour disturbances, coup, terrorism, sabotage, tsunami, governmental actions or inactions and any other occurrences similar to the

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foregoing, which are likely to have a significant adverse impact upon the performance or fulfilment of the obligations of the Company, EL or KBT. The Company, EL or KBT so prevented from complying herewith shall immediately give notice thereof to the Company, EL or KBT and shall continue to take all actions within its power to comply as fully as possible herewith. Notwithstanding the abovementioned, the obligation of the Company, EL or KBT to comply with the provisions of these Articles shall be extended by such time period during which any one or more of the abovementioned force majeure events continue to exist and/or have effect.

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For ESCORTS KUBOTA INDIA PRIVATE LIMITED  
*[Signature]*  
Prosenjit Roy  
Company Secretary

## SCHEDULE 1

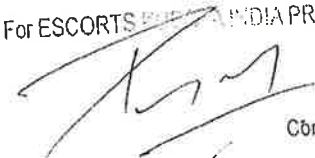
### RESERVED MATTERS

1. Entering into a joint venture or making investments in any securities of any Person;
2. Issuance (or redemption or buyback) of any securities of the Company;
3. Approving the Company's Annual Business Plan and any modifications or revisions thereto, which will be mutually agreed by EL, KBT and the Company, (including the aggregate annual amounts of each line item but excluding any monthly amounts) or (a) incurring any expenditures or liabilities in excess of such amounts over the approved annual limit of a particular line item in the Annual Business Plan as agreed in the Shareholders Agreement; or (b) incurring any unbudgeted capital expenditure or any expenditure which is an extra-ordinary expenditure, exceeding such amounts as agreed in the Shareholders Agreement; or (c) grant of loans to any person or entity (other than advances extended in the ordinary course of business) or issuance of guarantee or creation of any security on behalf of or in favour of any person or entity exceeding such amounts agreed in the Shareholders Agreement, (other than as provided in the approved Annual Business Plan); or (d) availing of additional loans, borrowings or other forms of indebtedness exceeding such amounts as agreed in the Shareholders Agreement, and/ or issuance of guarantees or creation of any securities by the Company in relation to the aforesaid, other than as part of the Annual Business Plan;
4. Amendment, supplement or restatement to the Memorandum of Association or Articles to amend the main objects or to modify the rights attached to any class of shares or securities, or any such change/ amendment of the Articles which is in conflict with the provisions of the Shareholders Agreement;
5. Mergers, amalgamation, and/ or acquisition of shares of all or substantially all assets comprising a business unit of another company, de-merger, re-organization, dissolution, winding up or liquidation;
6. Approval of any financial statements or results of the Company (including any amendments or additions to approved audited accounts), change in accounting policy, and declaration of dividend;
7. Any transaction with any Related Party that involves a value exceeding such amounts as agreed in the Shareholders Agreement, in the aggregate, per annum;
8. Initiation of any new line of business (other than the business currently undertaken) by the Company;
9. Subject to Applicable Law, removal of the Directors of the Company nominated by EL or KBT, as the case may be; Provided that EL or KBT shall be entitled to exercise the veto rights only in relation to the removal of their respective nominated Directors (and not in the event of removal of the Director nominated by EL or KBT);
10. Change to the maximum number of Directors on the Board of the Company;

11. Appointment or removal or change of the statutory auditors of the Company; and



For ESCORTS KUBOTA INDIA PRIVATE LIMITED

  
Prosenjeet Roy  
Company Secretary

12. Appointment or change of the internal auditors;
13. Selling, leasing or otherwise disposing off any assets, properties, rights and interests of every kind, nature, specie or description whatsoever, whether movable or immovable, tangible or intangible, owned and/or leased by the Company having a fair market value in excess of such amounts as agreed in the Shareholders Agreement;
14. (a) waiver, release or relinquishment of any right, claim or demand in excess of such amounts as agreed in the Shareholders Agreement; or (b) settlement of any litigation, arbitration or proceedings of a value exceeding such amounts as agreed in the Shareholders Agreement;

**provided that** such threshold shall not be applicable in case of settlement of any litigation, arbitration or proceedings or the waiver, release or relinquishment of any right, claim or demand between Related Parties;

15. The entry into any supply agreement, customer agreement, vendor agreement, technology agreements or any business arrangement with any party that involves a single transaction value or an annual value exceeding such amounts as agreed in the Shareholders Agreement;

**provided that** the entry into any such agreement with any party that involves a single transaction value or an annual value of such amounts as may be agreed in writing between KBT and EL shall require the consent of at least one of the EL Directors on the Board who is nominated in executive capacity in addition to approval of the Board.

**provided that** the monetary threshold for any of the abovementioned agreements between Related Parties shall be as set out in paragraph 7 of this Schedule 1; and

16. Entering into any agreement or arrangement in relation to any of the foregoing in respect of the Company.

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For ESCORTS KUBOTA INDIA PRIVATE LIMITED  
  
Prosenjeet Kumar  
Company Secretary

**SCHEDULE 2**  
**CALL OPTION PROCEDURE**

1. At the instances set out below, the Non-Defaulting Party ("**Call Option Holder**") is entitled to exercise a call option and require the Defaulting Party (including its respective Permitted Transferee(s) (if any) to whom Shares have been Transferred to sell all and not less than all its Shares to the Call Option Holder in accordance with the procedure set out in this **Schedule 2**:

Upon the occurrence of an Event of Default, as set out in Article 146 (other than an Event of Default set out in Article 146(a)), the Non-Defaulting Party shall have the option to purchase all and not less than all Shares owned by the Defaulting Party (either directly or through a Third Party nominated by the Non-Defaulting Party) in accordance with Article 147(b).

2. The call option procedure described in this **Schedule 2** may be invoked, in each case by the Call Option Holder by giving written notice ("**Call Notice**") within 90 (ninety) days of the issuance of the written notice by the Non-Defaulting Party intimating the Defaulting Party about the Event of Default.
3. In each case, a Call Notice shall constitute an irrevocable offer by the Call Option Holder to purchase (directly, or through a nominee) all and not less than all of the Shares then held by the Defaulting Party in the Company, and a binding obligation on the Defaulting Party to sell to the Call Option Holder all and not less than all of the Shares then held by it in the Company, at such aggregate price as determined in accordance with the Shareholders Agreement ("**Call Price**").
4. The closing ("**Call Closing**") of the purchase and sale of the Shares to the Call Option Holder shall occur within 150 (one hundred and fifty) days of the date of receipt of the Call Notice by the Defaulting Party (excluding any period required/spent for obtaining regulatory approvals).
5. The date on which the Call Closing takes place is herein called the "**Call Closing Date**". The Call Closing shall be held at the place identified by the Call Option Holder, unless otherwise mutually agreed in writing between EL and KBT.
6. On the Call Closing Date, the Call Option Holder shall pay the Call Price for the Shares to the Defaulting Party, and such Defaulting Party shall sell all and not less than all of its Shares to the Call Option Holder. The Defaulting Party shall, in relation to such sale, be required to provide the Call Option Holder only with the representations and warranties regarding, (a) its good title to the Shares, (b) absence of Encumbrance with regard to the Shares, and (c) customary representations regarding its power and authority to sell the Shares.

*RESTATED ARTICLES OF ASSOCIATION ADOPTED  
IN EXTRA-ORDINARY GENERAL MEETING HELD ON 05/10/2020  
For ESCORTS KUBOTA INDIA PRIVATE LIMITED*

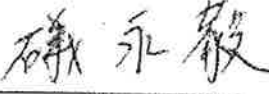


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*[Signature]*  
Prosenjeet Roy  
Company Secretary



We, the several persons whose names, address and occupations are hereunder subscribed are desirous of being formed into a company in pursuance of these articles of association:

S. No.	Names, addresses, descriptions and occupations of the subscribers	Signature of Subscribers	Signatures of witnesses, their names, addresses, descriptions and occupations
1.	<p>Kubota Corporation, A company incorporated outside India Occupation: Business Address: 2-47, Shikitsuhigashi 1-chome, Naniwa-Ku, Osaka 556-8601, Japan.</p> <p>Represented by Mr. Takeshi Isonaga, s/o Mr. Junichiro Isonaga, r/o 3-5-35 Ekoda Aoba-ku Yokohama City, Kanagawa, 225-0005, Japan.</p> <p>Occupation: Business</p>	<p></p> <p></p>	<p>I witness to subscriber who has subscribed and signed in my presence on 30th, January, 2019 at Osaka, Japan. Further, I have verified his identity details (ID) for his identification and satisfied myself of his identification particulars as filled in.</p> <p>Mr. Naoto Fukuya, s/o Mr. Kazuhito Fukuya</p> <p>354-12, Johnouchi, Ishii, Ishii-cho, Myozai-gun, Tokushima 779-3233 Japan</p> <p>Occupation: Business</p> <p></p>

Date: 30th, January 2019  
Place: Osaka, Japan

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For ESCORTS KUBOTA INDIA PRIVATE LIMITED

  
Prosenjeet Roy  
Company Secretary

Registered No. 31-73

NOTARIAL CERTIFICATE

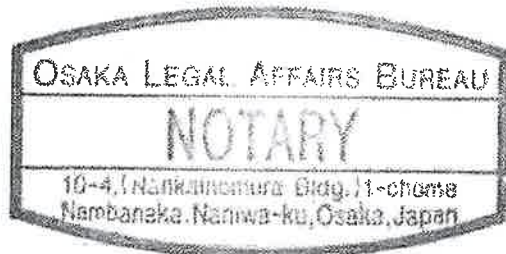
This is to certify that

NAOTO FUKUYA, an agent of TAKESHI ISONAGA, has stated  
in my presence that said TAKESHI ISONAGA acknowledged to  
have signed the attached document,

and

NAOTO FUKUYA has acknowledged himself to have signed the  
attached document.

Dated this 30th day of January, 2019.



*Tamotsu Shoji*

TAMOTSU SHOJI

NOTARY

Attached to the Osaka  
Legal Affairs Bureau  
10-4, 1-Chome,  
Namba-naka, Naniwa-ku  
OSAKA, JAPAN

For ESCORTS KUBOTA INDIA PRIVATE LIMITED

*Prosenjeet Roy*  
Prosenjeet Roy  
Company Secretary

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大阪法務局所属 公証人役場



福家直人は、囑託人 磯永毅の代理人として、本職に対し、磯永毅が別紙書面の磯永毅の署名につき、自らしたものであることを承認している旨陳述し、また、囑託人本人として、同書面の福家直人の署名につき、自らしたものであることを自認した。

よって、これを認証する。

平成 31 年 1 月 30 日、本公証人役場において

大阪市浪速区豊津中1丁目10番4号

大阪法務局所属

公証人

Notary

庄 地 保

Tamotsu SHOJI



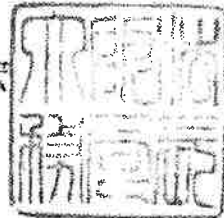
証 明

上記署名は、大阪法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成 31 年 1 月 30 日

大阪法務局長

杉浦徳宏



# APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: JAPAN

This public document

2. has been signed by Tamotsu SHOJI

3. acting in the capacity of Notary of the Osaka Legal Affairs Bureau

4. bears the seal/stamp of Tamotsu SHOJI, Notary  
Certified

5. at Osaka

6. JAN. 30. 2019

7. by the Ministry of Foreign Affairs

For ESCORTS KUBOTA INDIA PRIVATE LIMITED

8. 19-Nb 002410

9. Seal/stamp:

10. Signature

Prosenjeet Roy  
Company Secretary



*Naomi Asano*

Naomi ASANO

For the Minister for Foreign Affairs

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