

THE COMPANIES ACT, 1956

AND/OR

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

EDGEVERVE SYSTEMS LIMITED

- I. The name of the Company is **EDGEVERVE SYSTEMS LIMITED**.
- II. The Registered Office of the Company will be situated in the State of Karnataka.
- III. **(a) The objects to be pursued by the company on its incorporation:-**
 1. To carry on the business as designers, developers, buyers, sellers, importers, exporters and dealers in all kinds of computer software, computer technology and information technology products including cloud hosted business platforms and computer application products, systems, peripherals and materials, and to undertake the business of system and network integration and development, product application and development, computer maintenance and technical support services, internet access, networking and electronic media, tele-communication and web commerce application services.
 2. To carry on the business of consultancy and advise in designing, developing, installing, implementing and operating all kinds of software/information technology projects and rendering technical services, business transformation projects and assistance for start-up, commencement and expansion programme and to act as technical and software development consultants in India and abroad.
 3. To undertake information technology project consultancy and services and to enter into any arrangements for providing turnkey project, including supply of technical, civil, financial, administrative, commercial services and technical know how, transfer of technology, information, knowledge, expertise and experience and as such to undertake for and on behalf of the clients to setup works, projects and all kinds of software development facility in or outside India and undertake market research and service, feasibility studies and reports,

sales counseling, export promotion and such other related activities in India and abroad.

4. To establish, maintain, manage, conduct, provide, procure or make available computer software/hardware services of every kind including commercial, statistical, financial, accountancy, management, educational, engineering, data processing, computer training and educational centers, communication and other technological/social services, competence centers, technical support centers, business and information technology centers, computer audit, quality assurance services and recruitment and placement of software personnel in India or abroad.
5. To undertake research and development in the field of information technology and to establish, provide, maintain and operate research laboratories, workshops, projects and programmes.

(b) Matters which are necessary for objects specified in clause 3 (a) above:

1. To acquire, own, sell, exchange, or otherwise deal in or dispose off, let on hire or lease, repair and assemble all kinds of plant and machinery, equipments, computers, peripherals, networking equipments, internet connectivity products, accessories, apparatus, spare parts, tools, implements, inputs required and as are necessary, useful, convenient or desirable for all or any of the objects of the Company.
2. For the purpose of business of the Company to transact and to carry on any agency business.
3. To create any depreciation fund, reserve fund, sinking fund, insurance fund or any other fund, for any purpose whatsoever conducive to the interest of the Company.
4. To promote, carry on, maintain and develop, trade of all kinds, and trade, industrial, commercial and financial relations of every kind and description in all matters connected with the objects of the Company.
5. To buy, sell, manufacture, repair, alter and exchange, let on hire, export, import and deal in all kinds of articles and things which may be required for the purposes of any of the said businesses, or commonly supplied or dealt in by persons engaged in any such businesses, or which may seem capable of being profitably dealt with in connection with any of the said businesses.
6. To apply for, tender, purchase or otherwise acquire any contracts, sub-contracts, licenses, leases, grants and concessions for or in relation to the

objects or business herein mentioned or any of them, and to undertake, execute, carry out, dispose off or otherwise turn to account the same.

7. To give guarantees and to carry on and transact every kind of guarantee and counter-guarantee business and in particular to guarantee the payment of any principal moneys, interests or other moneys secured or payable by the Company.
8. To dedicate, present or otherwise dispose off either voluntarily or for value any property of the Company deemed to be of national, public or local interest, to any national, trust, public body, corporation or authority or any trustees for or on behalf of any of the same or of the public.
9. To aid, pecuniary or otherwise, any association, body or movement having for an object, the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
10. To enter into contracts, agreements and arrangements with any other company for the carrying out, by such other company on behalf of the Company, of any of the objects for which the company is formed.
11. To enter into partnership or into any arrangements.
12. To undertake, acquire, subscribe for, buy, sell, take up, hold or otherwise deal in shares, stocks, debentures, bonds, obligations and securities and to hold the same as investment or stock-in-trade and realize or sell the same.
13. To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company.
14. To establish or promote or concur or be interested in establishing or promoting any company or companies for the purposes of acquiring all or any of the property, rights and liabilities of the company of or for any other purpose whatsoever and to transfer to any such company any property of this company which may seem directly or indirectly calculated to benefit the Company.
15. To enter into any arrangement with any government or authority, Central, State, Municipal, Local or Foreign or Public body or otherwise any person or company that may seem conducive to the Company's objects or any of them and to carry out, exercise and comply with any such arrangements.
16. To apply for, promote and obtain an Act of Parliament, charter, decrees, rights, contracts, privileges, concessions, licenses or authorization from any

Government, State or Municipality for enabling the company to carry out any of its objects into effect.

17. To apply for, purchase or otherwise acquire and protect and renew in India or any other part of the world any patent, rights, brevets, inventions, trademarks, designs, licenses, concessions, and the like and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights or information so acquired and to expend the money in experimenting upon, testing or improving any such patents, inventions or rights.
18. To establish, provide, maintain and conduct or otherwise subsidies and assist research laboratories and experimental workshops for scientific and technical research and experiments and to undertake and carry on with all scientific and technical researches, experiments, tests and inventions that may be considered likely to assist any of the business which the Company is authorised to carry on.
19. To make donations either of cash or any other asset or property, to subscribe, contribute or grant money for any charitable, scientific, religious or benevolent, national, public or other institutions, funds, persons, associations, subjects, trusts, exhibitions or for any other useful objects.
20. To provide for the welfare of the employees, directors or ex-directors, and their families or dependents and shareholders either by grant of money, pensions, grants, bonus or allowances or in any other manner.
21. To refer, agree to refer any claim, demand, dispute or any other question, by or against the Company or in which the Company is interested or concerned to arbitration in India or at any place outside India, and to observe and to do all acts, deeds, matters and other things to carry out or enforce the awards.
22. To pay out of the funds of the Company all costs, charges and expenses which the Company may lawfully pay with respect to the promotion, formation and registration of the company and/or the issue of its capital or of raising finance including cost of advertising, printing and stationery, brokerage and commission.
23. To pay to promoters such remuneration and fees or recompense them for the times and services rendered by them as per the provisions of the Companies Act, 1956.


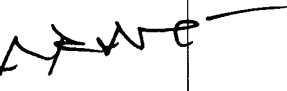
24. To pay all preliminary expenses of any company promoted by the Company or any company in which this Company is or may contemplate being interested.
25. To pay for any rights or property acquired by the Company and to pay commission or remunerate any person or company for services rendered or to be rendered whether by cash payment or by allotment of shares, debenture or other securities of the Company, credited as paid up in full or in part or otherwise.
26. Subject to the provisions of the Act, and the Rules made there under and the directions of Reserve Bank of India, to borrow or raise money or accept deposits and secure the payment of any moneys so borrowed, raised or received or of debentures or bonds, obligations or deposits, by mortgages, charges and securities of all kinds on the undertaking or whole or any part of the property, rights, assets or revenue and profits of the Company, present or future, including its uncalled capital, by trust, assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers as may seem expedient and to purchase, redeem or pay off any such securities.
27. Subject to the provisions of the Act, to lend, advance, invest and deal with money and funds of the Company in such manner as may from time to time be determined or deemed fit by the Board of Directors.
28. To open and operate current, fixed or overdraft accounts with any bank, bankers or institutions and to pay into and draw money from such accounts.
29. To lend or advance money or to give credit to such persons or companies and on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to guarantee the performance of any contract or obligation and the payment of or by any such persons or Companies.
30. Subject to the Banking Regulation Act, 1949, to draw, make, accept, endorse, discount, execute and issue bills of exchange, hundies, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.
31. 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 protect and indemnify whole or part or portion thereof either on mutual principle or otherwise.

32. To appoint Directors or Managers of any subsidiary company or any other company in which this Company is or may be interested.
33. To take part in the management, supervision and conduct of the business or operations of any company or undertaking and for that purpose to appoint and remunerate the Directors, trustees, accountants or other experts or agents.
34. Subject to the provisions of the Act, to vest, pass on, delegate, authorise transfer to any other company or Board of Directors of such other company, the control and the composition of the Board of Directors of this Company.
35. To let out on hire all or any of the property of the Company whether real or personal, immovable or moveable.
36. To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising whether in India or outside India in the press, by circulars, by purchase and exhibition of works of art of interest, by publication of books, periodicals and by granting prizes, rewards and donations.
37. To purchase, to take on lease/license or in exchange, hire or otherwise acquire any immovable or movable property, land, buildings, easements, machinery, plant and stock-in-trade or any rights or privileges for the purposes of the Company's business or to turn the same to account as may seem expedient.
38. To sell, or let on lease or on hire purchase, land, grants, licenses, easements and other rights over and in any other manner whatsoever to transfer, deal with dispose off the undertaking, property, assets, rights and effects of the Company or any part thereof or any articles or goods whether made by the Company or not for such consideration as the Company may think fit and in particular, for shares, stocks, debentures, debenture bonds or other securities of any other Company.
39. To purchase, take over or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities of any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on; or possessed of property or rights suitable for any of the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
40. To exercise all or any of its corporate powers, rights and privileges and to conduct its business in all or any of its branches in India or abroad.

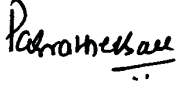


41. To amalgamate, enter into any partnership or partially amalgamate with or acquire interest in the business of any other company, person or firm carrying on or engaged in or about to carry on or engage in any business whether or not included in the objects of the Company, and to amalgamate or merge with the company whose business is acquired, purchased or taken over and/or to enter into agreement with the objects of acquisition of such undertaking and/or business.
 42. To create and issue equity, preference and guaranteed shares or stock or debentures and to redeem, buy back, cancel and accept surrenders of any such shares or stocks.
 43. To alienate, transfer, gift, sell, donate, settle or dispose of any property of the Company with or without consideration and upon such terms and conditions as the Board of Directors may deem fit.
 44. To accept donations, gifts with or without such conditions, restrictions, obligations, stipulations and liabilities as are not derogative to the provisions of any law for the time being in force.
 45. To carry out in any part of the world all or any part of the foregoing objects as principals, agents, factors, trustees, contractors or otherwise and either by or through agents, sub-contractors or otherwise and either alone or in conjunction with others.
 46. To enter into any arrangements and contracts with foreign and/or Indian parties and other persons for obtaining by grant, license, and/or on other terms, technical and engineering information, assistance and service, collaborations, know-how and expert advice for installation of plant and machinery, production and manufacture of any products, and to pay for such technical know-how, technical and engineering assistance and information and/or service rights or privileges acquired by the Company either in shares of the Company or partly in shares or partly in cash or otherwise.
- 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 Authorized Share Capital of the Company is ₹4100,00,00,000* (Rupees Four thousand One hundred crore) divided into 410,00,00,000 (Four hundred and Seven crore) Equity Shares of ₹10 (Rupees Ten) each.”

**Amended by the resolution passed by the members of the company at the Extra-ordinary General Meeting held on September 11, 2014, further amended by the resolution passed by the members of the company at the Annual General Meeting held on July 31, 2015.*



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

Sl. No.	Names, addresses, descriptions, and occupations of the subscribers	Number of equity Shares taken by each Subscriber	Signatures of subscribers	Signature, name, address, description and occupation of witnesses
1	For and on behalf of Infosys Limited Electronics City, Hosur Road Bangalore - 560100, Represented by Pavrammesam . K. Chief Risk officer & Company Secretary S/o . K. S. R. Murthy A 203, Naganjuna Gardens, F Block, Sahakar Nagar Bangalore - 560092 Occupation: Service	9,99,994 (Nine lakh Ninety nine Thousand Nine hundred Ninety four Only)		Sl. No. 1 & 2 Signed before me Mun Chandan Kumar MALA CHANDRASEKHAR "Poonima", 217, F Block Sahakar Nagar Bangalore 560092 Karnataka Occupation: Service
2	N. R. Narayana Murthy S/o Nagavara Rama Rao, 575, 21 st Main 4 th T Block, Jayanagar Bangalore - 560041 Occupation : Service .	1 (one only)		

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

Sl. No.	Names, addresses, descriptions, and occupations of the subscribers	Number of equity Shares taken by each Subscriber	Signatures of subscribers	Signature, name, address, description and occupation of witnesses
3	PARVATHESAM. K S/O KSR MURTHY A-203, Nagayyuna Gaudens, F Block, Sahakaranagau, Bangalore - 92. Service	1 [ONE ONLY]		Sl. No. 3, 4 & 5 Signed before me Mulu Chandrasekhar MALA CHANDRASEKHAR "Pournima" 217 F Block, Sahakaranagar Bangalore 560092 Karnataka Occupation: Service
4.	VEERABHADRA SHAMY K. R. S/O K. RUDRAPPA NO. 9, 1ST MAIN, 1ST CROSS PUSTENAHALLI J. P. NAGAR 7 th PHASE BANGALORE - 560078 SERVICE	1 [ONE ONLY]		
5.	SOWMYA RAO W/O AMARNATH RAO 1085, SUNBEAM 1, SOBHA HILLVIEW, THALAGATTAPURA, OFF KANAKAPURA ROAD, BANGALORE - 560062. SERVICE	1 [ONE ONLY]		

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

Sl. No.	Names, addresses, descriptions, and occupations of the subscribers	Number of equity Shares taken by each Subscriber	Signatures of subscribers	Signature, name, address, description and occupation of witnesses
6.	SANJAY PUROHIT S/O NAHESH CHANDRA PUROHIT FG, HULKUL RESIDENCY 81, LAUELLE ROAD BANGALORE-560001 SERVICE	1 [ONE ONLY]		Sl. No. 627 Signed before me M M Chandrasekhar MALA CHANDRASEKHAR "Poonima", 217 F Block, Sahakar Nagar Bangalore 560092 Karnataka Occupation: Service
7.	SAMSON DAVID S/O MICHAEL DAVID Adarsh Palm Meadows Villa 129, Phase 1 Whitefield Road Bangalore 560066 SERVICE	1 [ONE ONLY]		
	Total	10,00,000 (Ten lakh equity shares only)		

Dated this 12th of February, 2014 at Bangalore.

THE COMPANIES ACT, 1956

AND/OR

COMPANIES ACT 2013

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

EDGEVERVE SYSTEMS LIMITED

1. The Regulations contained in Table 'A' in Schedule I to the Companies Act, 1956, and the Table 'F' in Schedule I of Companies Act, 2013 on its commencement, as they are applicable to a public company as defined in the Act, shall apply to this Company so far as they are not modified, varied, amended or altered by these Articles. *Provisions of Table 'A' Applicable.*

INTERPRETATION

2. In interpretation of these Articles, unless repugnant to the subject or context. *Interpretation clause*
- "The Act" means the Companies Act, 1956 and/or Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force. *"The Act"*
- "The Company" or "This Company" means **"Edgeverve Systems Limited"**. *"The Company" or "This Company"*
- "These Presents" or "Regulations" means these Articles of Association or as they may stand altered from time to time and includes the Memorandum if the context so requires. *"Presents" or "Regulations"*
- The 'Board of Directors' or 'Board' means the collective body of the directors of the company. *"Board of Directors"*
- "Dividend" includes bonus. *"Dividend"*
- "Debenture" includes debenture stock. *"Debenture"*

"Month" means a calendar month.	<i>"Month"</i>
"Office" means the Registered Office for the time being of the Company.	<i>"Office"</i>
"Paid-up" includes credited as paid up.	<i>"Paid-up"</i>
Words importing Persons include Company, Corporations, Associations, Firms as well as individuals.	<i>"Persons"</i>
"Seal" means the Common Seal of the Company approved by the Board.	<i>"Seal"</i>
"Share" means share in the share capital of the company and includes stock except where a distinction between stock and share is expressed or implied.	<i>"Share"</i>
"Special Resolution" and "Ordinary Resolution" shall have the meaning respectively assigned thereto by the Act.	<i>"Special Resolution" and "Ordinary Resolution"</i>
"Financial Year" means the period ending on the 31 st day of March every year, and if the Company is incorporated after the 1 st day of January of the year the period ending on the 31 st day of March of the following year.	<i>"Financial Year"</i>
Words importing the singular number include feminine gender.	<i>"Gender"</i>
Words importing the singular number include, where the context admits or requires, the plural number and vice-versa.	<i>"Singular Number"</i>
"In writing" and "Written" includes printing, lithography and typewriting and other modes of representing or reproducing words in the visible form.	<i>"In writing" and "Written"</i>
"The Marginal Notes" and "Catch Lines" hereto shall not affect the construction hereof.	<i>"Marginal Notes" and "Catch Lines"</i>

Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles as in the Act.

CAPITAL

3. The Authorised share capital of the Company shall be in accordance with Clause V of the Memorandum of Association of the Company with such rights, privileges and conditions respectively attached thereto as may be, from time to time conferred by the Regulations of the Company and the Company may in general meeting from time to time increase or reduce its capital and divide the shares in the capital for the time being into several classes, consolidate or sub-divide the shares and attach thereto 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 and vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the articles of Association of the Company or the legislative provisions for the time being in force in that behalf.”
Amount of Capital
4. The Company in General Meeting may from time to time increase the capital by creation of new shares, any such increase to be of such aggregate amount and to be divided into shares of such respective amounts and to be issued on such terms and conditions and with such rights and privileges as the resolution shall prescribe.
Increase of Capital by the Company and how carried into effect.
5. Notwithstanding anything contained above, but subject to the provisions of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debentures issued or loans raised by the Company, convert such debentures or loans into shares or subscribe for shares in the Company.
Conversion of loan into shares

6. Except so far as otherwise provided by the conditions of issue or by these Articles, any capital shall be subject to the provisions herein contained with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise. *New shares part of the existing capital*
7. Subject to the provisions of the Act, the Company shall have the power to issue preference shares which are liable to be redeemed and the resolution authorizing such issue shall prescribe the manner, terms and conditions of redemption. *Redeemable Preference Shares*
8. Subject to the provisions of the Act and any other applicable provisions, the Company shall have the power to issue Cumulative Convertible Preference Shares which are, or at the option of the Company, to be liable to be converted into equity shares in the capital of the company in such manner and on such terms and conditions as the resolution of the Company in General Meeting sanctioning the issue shall prescribe. *Cumulative Convertible Preference Shares*

SHARES AND CERTIFICATES

9. 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 at such times as the Directors think fit and with full power to give any person the option to call for or be allotted shares of any class of the Company either (subject to the provisions of the Act) at a premium or at par or at a discount and such option being exercisable for such time and for such consideration as the Directors think fit. The Board shall cause to be made the return as to allotment provided for in the Act. *Shares under control of Directors*

Subject to the provisions of the Act, the Directors shall make the allotment of shares or debentures.

10. Every member or his heirs, executors or administrators, shall pay to the Company the portion of the capital represented by the 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 the payment thereof. *Liability of Members*
11. Subject to the provisions of the Act and the Rules made there under the Company may issue sweat equity shares if such issue is authorised by a special resolution passed by the Company in the General Meeting. The Company may also issue shares to employees including its working Directors, under ESOP or any other scheme, if authorised by a special resolution of the Company in general meeting subject to the provisions of the Act. *Sweat Equity & ESOP*
12. Subject to the provisions of the Act and the Rules made there under the Company may purchase (i.e. buy-back) its own shares or other securities on such terms and conditions, to the extent and in the manner as the special resolution of the Company in general meeting may prescribe and authorize. *Buy- back of shares*
13. If any share stands in the name 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 for voting at the meetings and the transfer of the shares, be deemed the sole holder hereof, but the joint-holders of the share shall be severally, as well jointly liable for the payment of all installments and calls due in respect of such shares and for all incidentals thereof according to the company's regulations. *The first named of joint holders deemed sole holders*
14. Upon any sale, re-allotment or disposal under the provisions of these articles the certificate originally issued in respect of the shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand canceled and become null and void. *Cancellation of Share Certificates*

and of no effect and the directors shall be entitled to cause to be issued a duplicate certificate in lieu thereof to the purchaser.

DEMATERIALIZATION OF SECURITIES

- 15 a) For the purpose of this Article: *Dematerialization of Securities*
- i) 'Beneficial Owner' shall have the meaning assigned thereon in Sec. 2(1)(a) of the Depositories Act, 1996.
 - ii) 'SEBI' means the Securities and Exchange board of India established under Sec 3 of the Securities and Exchange Board of India Act, 1992.
 - iii) 'Depositories Act' means the Depositories Act, 1996, including any statutory, modification or re-enactment thereof for the time being in force.
 - iv) 'Bye-laws' means bye-laws made by a Depository under Section 26 of the Depositories Act, 1996.
 - v) 'Depository' shall mean a Depository as defined under clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996.
 - vi) 'Member' means the duly registered holder from time to time of the shares of the company and includes every person whose name is entered as a beneficial owner in the records of the Depository.
 - vii) 'Issuer' means any person making an issue of Securities.
 - viii) 'Participant' means a person registered as such under Section 12 (1A) of the Securities and Exchange Board of India Act, 1992.
 - ix) 'Registered owner' means depository whose name is entered as such in the Register of the issuer.
 - x) 'Record' includes the records maintained in the form or books or stored in computer or in such other form as may be determined by regulation made by SEBI in relation to the Depositories Act.
 - xi) 'Regulations' means the regulation made by the SEBI.
 - xii) 'Security' means such security as may be specified by SEBI.
 - xiii) Words and expression used and not defined in the Act but defined in the Depositories Act shall have the same meanings respectively assigned to them in the Act.

- b) Notwithstanding anything to the contrary or inconsistent contained in the Act or these Articles, the company shall be entitled to dematerialize its existing securities, rematerialize its securities, held in the Depositories and / or offer its fresh securities in a dematerialized form pursuant to Depositories Act, 1996 and the Rules made there under, if any.

- c) Either the company or the investor may exercise an option to issue, deal or to hold the securities (including shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialized in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereof, shall be governed by the provisions of the Depositories Act, 1996 as amended from time to time or any statutory modification thereto or re-enactment thereof.

- d) i) Every person acquiring / subscribing to or holding securities of 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 Depositories Act, 1996 and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificates of securities.

ii) If a person opts to hold his security with a Depository, the Company shall intimate such Depository the details of allotment / holdings of the security and on receipt of the information, the Depository shall enter in its record the name of the allottee / holder as the beneficial owner of the security.

- e) All securities of the company held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Sections 153, 187C and 372A of the Companies Act, 1956 shall apply to a Depository in respect of the securities held by it on behalf of the beneficial owners.

- f) i) 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.
- ii) 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.
- iii) 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 securities, which are held by a Depository.
- g) Except as ordered by a Court of competent jurisdiction or as by law required, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share or whose name appears as the Beneficial Owner of shares in the records of the Depository, as the absolute owner thereof and accordingly shall not be bound to recognize any benami, trust of equitable, contingent future or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than absolute right thereto in accordance with these Articles, on the part of any other person whether or not he shall have express or implied notice thereof, but the Board shall be at their sole discretion to register any shares in the joint names of any two or more persons or the survivor of them.
- h) Upon receipt of certificates of securities on surrender by a person who has entered into an agreement with the Depository through a participant, the company shall cancel such certificate and substitute in its records the name of the Depository as the registered owner in respect of the said securities and shall also inform the Depository accordingly.

- i) If the beneficial owner seeks to opt out of a Depository in respect of any security the beneficial owner shall inform the Depository accordingly. The Depository shall on receipt of information as above make appropriate entries in the records and shall inform the company. The company shall within thirty (30) days of the fulfillment of such conditions and on payment of such fees as may be specified by the regulations, issue the certificate of securities to the beneficial owner or the transferee as the case may be.

- j) Notwithstanding anything in the Act, or these Articles to the contrary, where securities are held in a Depository, the records of the beneficial ownership may be served by such Depository on the company by means of electronic mode or by delivery of floppies or discs.

- k) Except as specifically provided in these Articles, the provisions relating to joint holders of securities, calls, lien on securities, forfeiture, transfer and transmission of securities shall be applicable to the securities held in Depository so far as they apply to securities held in physical form subject to the provisions of the Depositories Act, 1996.

- l) Notwithstanding anything in the Act, or these Articles where securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such securities.

- m) The securities of the company shall be numbered progressively according to their several denominations, provided however, that the provisions relating to progressive numbering shall not apply to the securities of the company which are dematerialized or may be dematerialized in future or issued in future in dematerialized form, except in the manner herein mentioned. No securities shall be subdivided. Every forfeited or surrendered securities held in material form shall continue to bear the number by which the same was originally distinguished.

- n) The company shall cause to be kept a Register and Index of Members and a Register and Index of Debenture holders in accordance with Section 151 and 152 of the Act respectively, and the provisions of Depositories Act, with details of Shares and Debentures held in material and dematerialized forms in media as may be permitted by law including in any form of electronic media. The Register and index of beneficial owners maintained by a Depository Act, 1996 shall be deemed to be Register and Index of Members and Register and Index of Debenture holders, as case may be for the purpose of the Act. The company shall have the power to keep in any State or Country outside India a Branch Register of Members resident in that State or Country.
- o) The Company shall keep a Register of Transfers and shall have recorded therein fairly and distinctly particulars of every transfer or transmission of any share held in material form.
- p) Nothing contained in Section 108 of the Act or these Articles shall apply to a transfer / transmission of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a Depository.
- q) Provisions of this Article will have full effect and force notwithstanding anything to the contrary or inconsistent contained in any other Articles of these presents.

UNDERWRITING, COMMISSION AND BROKERAGE

16. Subject to the provisions of the Act, the company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in or debentures of the company for procuring or agreeing to procure subscription (whether absolute or conditional) for any shares in or debentures of the company. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or partly in

Commission may be paid

one way and partly in the other.

17. The Company may also, subject to the provisions of the Act and rules made there under, pay brokerage, as may be decided by the Board on any issue of shares or debentures or acceptance of deposits.

Brokerage

INTEREST OUT OF CAPITAL

18. Where any shares are issued for the purpose of raising money or defray the expenses of the construction of any work or building, or provision of any plant, which cannot be made profitable for a length of period, the company may pay interest on so much of that share capital as is for the time being paid up, for the period, at the rate and subject to the conditions and restrictions provided in the Act and may charge the same to capital as part of the cost of construction of the work or building or the provision of the plant.

Interest out of Capital

CALLS

19. The Directors may from time to time, at their discretion, extend the time fixed for the payment of any call and may extend such time as to all or any of the members whom the Directors may deem entitled to such extension but no member shall be entitled to any such extension save as a matter of grace and favour.
20. Any amount payable by a member in respect of shares allotted to him shall become a debt due to and recoverable by the Company and shall be paid by him accordingly

Board may extend time

Deposit and calls, etc. to be a debt payable immediately

LIEN

21. The Company shall have a first and paramount lien upon all the shares excluding 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 his debts, liabilities or engagements solely or jointly with any other person to or with the Company whether the period

Company's Lien on Shares

for payment, fulfillment or discharge thereof shall have actually arrived or not and no equitable interest in any shares shall be created except upon the footing and condition that these presents have full effect, and 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 not operate as a waiver of the Company's lien, if any on such shares.

TRANSFER & TRANSMISSION OF SHARES

22. Shares and debentures to be freely transferable as per requirements of Section 111A of the Companies Act 1956. *Shares/Debentures transferable*
23. The Company shall keep a book to be called the "Register of Transfers" and therein shall be fairly and distinctly entered particulars of every transfer, transmission of any share or shares in the Company. *Register of Transfers*
24. Subject to the provisions of the Act the Board may, on behalf of the Company and at its own absolute and uncontrolled discretion decline to register or acknowledge any transfer of shares. *Directors may refuse to register transfer*
- Provided that, registration of a transfer of shares shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons is indebted to the Company on any account whatsoever, except a lien on the shares.
25. If the Company refuses in pursuance of any power of the Company under these Articles or otherwise to register the transfer of or the transmission by operation of law of the right to any securities or interest of a member in the Company, it shall within a period of 30 (thirty) days from the date on which the instrument of transfer or intimation of transmission, as the case may be, was delivered to the Company, send notice of refusal to the transferor and transferee or to the person giving intimation of such transmission, as the case may be, giving reason for such refusal. *Notice of refusal*

26. Any person becoming entitled to or to transfer a share in consequence of death, lunacy, bankruptcy or insolvency of any member or by operation of law, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of his title as the Board thinks sufficient, may with the consent of the Board (which they shall not be under any obligation to give), be registered as a member in respect of such shares or may, subject to the regulations as to transfer here in above contained, transfer such shares. This Article is hereinafter referred to as "The Transmission Article".
- As to transfer of shares of deceased or insolvent member*
27. No fee shall be charged by the Company for registration of transfer or transmission of any shares in the Company.
- Transfer fee*
28. The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to a transfer of shares made or purporting to be made by 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 to or in the said shares notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such equitable right, title or interest or notice prohibiting registration of such transfer and may have entered such notice or referred thereto in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting to do so though it may have been entered or referred to in some book of the Company but the Company shall, nevertheless, give effect thereto if the Board shall so think fit. The provisions of these Articles shall mutatis mutandis apply to the issue, allotment, forfeiture, transfer and transmission of debentures of the Company.
- Company not liable for disregard of a notice prohibiting registration of a transfer*

BORROWING POWERS

29. Subject to the provisions of the Act, the Board may from time to time, at its discretion, by a resolution passed at a meeting of the Board accept deposits, and generally raise or borrow or secure the payment of any sum or sums of money for the purpose of the business of the Company. *Power to borrow*
30. The payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit by a resolution passed at a meeting of the Board (not by resolution by circulation) and in particular by the issue of bonds, 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 the debentures, debenture-stock and other securities may be assignable free from any equities between the Company and the person to whom the same may be issued. *The payment or repayment of moneys borrowed*
31. Any debenture, or other securities may be issued at a discount premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawings, allotment of shares and attending (but not voting) at General Meetings, appointment of Directors or otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting accorded by a special resolution. *Terms of issue of Debentures*

32. The Directors or any of them may guarantee the whole or any part of the loans or debts raised or incurred by or on behalf of the Company or any interest payable thereon and shall be entitled to receive such payments as consideration for the giving of any such guarantee as may be determined by the Board of Directors with power to them to indemnify the guarantors from or against any liability under their guarantees by means of a mortgage or charge on the undertaking of the Company or upon any of its property or assets or otherwise.
- Indemnity may be given*

33. The Company can borrow from the Financial Institutions or banks subject to their right of conversion of their loans into Equity Shares of the Company with right to rights shares, bonus shares or dividend thereof.
- Conversion Clause*

MEMBERS' MEETINGS

34. A) Not less than clear 21 (Twenty One) days notice of every general meeting shall be given in accordance with the provisions of the Act.
- B) A general meeting may be called after giving shorter notice if not less than 95% of the members entitled to vote at such meeting give consent in writing or by electronic mode.
- Annual General Meeting*
35. The Board may, whenever it thinks fit, call an Extra-Ordinary General Meeting and it 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 as at that date carrying the right of voting in regard to the matter in respect of which the requisition has been made.
- Extra-Ordinary General Meeting*

DIRECTORS

36. Until otherwise determined by the Company in General Meeting and subject to the provisions of the Act, number of Directors shall not be less than three and not more than twelve including all kinds of Directors.
- Number of Directors*

37. The First Directors of the Company shall be: *First Directors*
1. SANJAY MAHESH PUROHIT
 2. SAMSON DAVID
 3. NARAYANA N.R. MURTHY

38. Any Trust Deed for securing debenture or debenture-stock, if so arranged may provide for the appointment from time to time by the trustees thereof or by the holders of the debentures or debenture-stock of some person to be a Director of the Company and may empower such trustees or holders of debentures or debentures-stock from time to time to remove any Director so appointed. A Director appointed under this Article is herein referred to as "the Debenture Director" and that the term 'Debenture Director' means a Director for the time being in office under this Article. The Debenture Director shall not be bound to hold any qualification shares and not be liable to retire by rotation or be removed by the Company. *Debenture Director*

39. Whenever the Directors enter into a contract with any person or persons, institutions, or Banks for borrowing any money for providing any guarantee or security or for collaboration or assistance or enter into any other arrangement the Directors shall have, subject to provisions of the Act, the power to agree that such person or persons have the right to appoint or nominate by a notice in writing to the Company one or more Directors on the Board for such period and upon such conditions as may be mentioned in the agreement and such Directors shall not be liable to retire by rotation, nor be required to hold any qualification shares. The Directors appointed or nominated under this Article shall be entitled to exercise and enjoy all or any of the rights and privileges exercised or enjoyed by the directors of the Company including the payment of remuneration, sitting fees and travelling expenses. *Nominee Director*

40. Subject to the provisions of the Act the Board may appoint any person as an Alternate Director for a Director (hereinafter called the "Original Director") during his absence for a period of not less than three months from India. *Appointment of Alternate Director*
41. Subjects to the provisions of the Act, the Board of Directors shall have power at any time to appoint any other qualified person as an Additional Director but so that the total number of Directors shall not at any time exceed the maximum fixed under these Articles. *Directors power to add to the Board*
42. Subject to the provisions of the Act, the Board of Directors shall have power at any time to appoint any other qualified person to fill a casual vacancy of a Director. *Directors power to fill casual vacancies*
43. a. Subject to the provisions of the Act, a Managing Director or Director, who is in the whole time employment of the Company may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other. *Remuneration of Directors*
- b. Subject to the provisions of the Act, a Director who is neither in the whole time employment nor a Managing Director of the Company may be paid a remuneration either;
- i. by way of monthly quarterly or annual payment ; or
- ii. by way of commission, if the Company by a Special Resolution authorizes such payment.

- c. Each Director (excluding Whole-Time Director or Managing Director, if any) may be paid such sum as may be decided by the Board subject to the limits prescribed under the Act or the Rules made there under as fees for attending each meeting of the Board or Committee thereof and Director shall be reimbursed the actual travelling, stay and conveyance expenses incurred by him for attending such meetings.
44. If any Director be called upon to perform extra services or special exertions or efforts (which expression shall also include work done by a Director as a Member of any Committee formed by the Directors) the Board may arrange to pay remuneration to such Director for his special exertions or efforts, or services either by a fixed sum or otherwise as may be determined by the Board and such remuneration may be either in addition to or in substitution for his remuneration above provided.
45. The office of the Director shall ipso-facto be vacated for any of the commissions and omissions mentioned in the Act and when he resigns, his resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by the director in the notice, whichever is later.
46. Subject to the provisions of the Act, the Directors including the Managing Director shall not be disqualified from his or their office as such by reason of contracting with the Company or either as vendor, purchaser, lender, agent, broker, lessor or lessee or otherwise, nor shall any such contract arrangement entered into by or on behalf of the Company with any Director, or with any Company or partnership firm in which any Director shall be a Director, member or partner or otherwise interested in any profit realised by such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established.
- Sitting Fees*
- Special remuneration to Director performing extra service*
- When office of Directors to be vacated*
- Directors may contract with the Company*

47. Director may 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 Director or shareholder of such Company except in so far as Section 314 of the Act may be applicable. *Director may be Director of Companies promoted by the Company*
48. The Company may by an ordinary resolution, from time to time, increase or decrease the number of Directors subject to the provisions of the Act. *Company may increase or reduce the number of Directors*
49. The Company has the power either to nominate Directors in any other Companies in which it holds shares or to exercise its voting powers in a manner which would enable the Company to appoint Directors of its choice. *Power to nominate Directors*

MANAGING DIRECTOR/WHOLE TIME DIRECTOR

50. Subject to the provisions of the Act, the Board of Directors may from time to time, appoint one or more of its members to be the Managing Director(s)/Whole Time Director(s) of the Company upon such terms and conditions as the Board may think fit and may from time to time (Subject to the provisions of any contract between him and the Company) remove him from office and appoint another in his place. *Appointment of Managing/ Whole Time Director*
51. Subject to the provisions of Act, the Board of Directors may determine the remuneration payable to the Managing Director or Whole-time Director as the case may be, in any manner they may deem fit. The remuneration may be in the form of monthly salary or commission based on profits or partly in one way and partly in another. *Remuneration of Managing/ Whole time Director*
52. Subject to the provisions of the Act, the Board of Directors may from time to time entrust upon the Managing Director or Whole - time Director as the case may be for the time being such of the powers exercisable by the Board of Directors as they may think fit and may confer such powers for such time and to be exercised for such objects, purposes and upon such terms and conditions and with restrictions as they may think fit and they may *Powers and duties of Managing/ Whole-time Director*

confer such powers either collaterally with or to the exclusion of or in substitution for all or any of the powers of the Board of Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

The Managing Director or whole time Director may exercise all the powers entrusted to them by the Board of Directors jointly and severally in any manner as they may deem fit.

PROCEEDINGS OF THE BOARD

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|-----|---|------------------------------------|
| 53. | The Directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings and proceedings as they think fit. The Board of Directors shall hold their first meeting within 30 (thirty) days from the date of incorporation and thereafter hold minimum number of 4(four) meetings in every year and not more than 120 (one hundred twenty) days shall intervene between two consecutive meetings. | <i>Meetings of Board</i> |
| 54. | The Chairperson at any time or any managerial personnel authorized by the Board of Directors, on a requisition of a Director, may convene a meeting of the Board. | <i>Convening Meeting Board</i> |
| 55. | Not less than 7 (seven) days notice of every meeting of the Board of Directors of the Company shall be given in writing to every Director for the time being in India at his usual address in India and such notice shall be sent by hand delivery or by post or by electronic means. | <i>Notice of the Board Meeting</i> |
| 56. | The Chairperson shall preside over all meetings of the Directors if present. If at any meeting of Directors, the Chairperson is not present at the time appointed for holding the same, then the Directors shall choose one among them present to preside over the meeting. | <i>Chairperson to preside.</i> |
| 57. | The Chairperson shall have a casting vote | <i>Casting vote</i> |

58. A director may participate in a meeting of the Board either in person or through video conference or other audio visual modes as may be prescribed under the Act. The matter as may be prescribed by the Central Government shall not be dealt within a meeting through video conference or other audio visual modes.
- Participation of Directors in a meetings.*
59. 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 authority, powers and discretion which by or under the Act or the Articles of the Company are for the time being vested in or exercisable by the Board generally.
- Powers of the Board Meeting*
60. Subject to the provisions of the Act, the Board may delegate any of their powers to Committees of the Board consisting of such member or members of its body as it thinks fit. The Board may also constitute any Committee consisting of one or more of the Directors along with one or more of the officers of the Company with such powers, duties and obligations as the Board may think fit and determine from time to time. It may from time to time revoke and discharge any such Committees of the Board either wholly or in part and either as to persons or purposes.
- Directors may appoint Committee*
61. Resolution may be passed or decision taken by the Board or by a Committee thereof by circulation pursuant to and in accordance with the provisions of the Act.
- Resolution by circulation*
62. All acts done by any meeting of the Board or a Committee of the Board or by the person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or person acting as aforesaid or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed and was qualified to be a Director and has not vacated office or his appointment has not been terminated.
- Acts of Board or Committee valid notwithstanding invalid appointment*

Provided that nothing in this Article shall be deemed to give validity of acts done by a Director after his appointment has been shown to the Company to be invalid or to have been terminated.

POWERS OF DIRECTORS

63. The business of the Company shall be managed by the Board who may exercise all such powers of the Company and do all such acts and things as are not by the Act or any other Law or by the Memorandum or by these Articles, required to be exercised by the Company in General Meeting subject nevertheless to the provisions of these Articles, the Act or any other law and to such regulations as may be prescribed by the Company in General Meeting, but no resolution of the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that resolution had not been made, provided that the powers specified to be exercised only at the meeting by the Act, shall be exercised only at meetings of the Board unless the same be delegated to the extent therein stated.

Powers of Directors

KEY MANAGERIAL PERSONNEL

- a) Subject to and in accordance with the provisions of the Act the Company shall have the following key managerial personnel:
1. Managing Director or Chief Executive Officer or Manager or Whole time Director
 2. Company Secretary
 3. Chief Financial Officer
- b) The Directors may from time to time appoint any individual to be the key managerial personnel of the Company to perform such functions, which by the Act, are to be performed by the key managerial personnel.

Key managerial personnel

Board to appoint key managerial personnel.

64. The Directors have power (subject to the provisions of any contract between him and the Company) to remove him/them from such office at any time and appoint some other person in his place.

THE SEAL

65. a. The Board shall provide a Common Seal for the purpose of the Company and shall have power 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 and the seal shall never be used except by the authority of the Board or a committee of the Board previously given and in the presence of a Director of the Company. *The Seal, its custody and use*
- b. The Company shall also be at liberty to have an official seal in accordance with the provisions of the Act, for use in any territory, district or place outside India.
66. Every deed or other instrument, to which the Seal of the Company is required to be affixed, shall unless the same is executed by a duly constituted attorney be signed by one Director or other person appointed by the Directors for the purpose. *Deeds how executed*

DIVIDENDS

67. The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these Articles and subject to the provisions hereto, shall be divisible among the members in proportion to the amount of capital called and paid-up on the shares held by them respectively. *Division of profits*
68. The Board may from time to time, pay to the Members such interim dividend as in their judgment the position of the Company justifies. *Interim Dividend*
69. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer. *Transfer Shares must be registered*

70. Any General Meeting declaring a dividend may make a call on the Members of such amount as the meeting fixes, but such 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 the calls.
- Dividend and call together*

CAPITALISATION

71. a. A General Meeting may resolve that, any moneys, investment or other assets forming part of the undivided profits of the Company standing to the credit of any of the Company's reserve accounts including capital reserves, and revaluation reserve or the credit of Profit and Loss Account including the premium received on the issue of shares standing to the credit of the share premium account be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend. The resolution shall state the mode of distribution and its application and terms and conditions.
- Capitalisation*
- b. A General Meeting may resolve that any surplus moneys arising from the realisation of any capital assets of the Company, or any investments representing the same or any other undistributed profits of the Company, not subject to charge for income tax, be distributed among the members on the footing that they receive the same as capital.
- c. For the purpose of giving effect to any resolution under the preceding paragraphs of this Article, the Board may settle any difficulty which may arise in regard to the distribution, as it thinks, expedient and in particular may issue fractional certificates or make payment in cash or otherwise as it thinks fit.

WINDING UP

72. If the Company shall wound up and the assets available for distribution amongst the members as shall be insufficient to repay the whole of the paid-up capital, such assets shall be divided amongst the members in proportion of the capital paid-up or which ought to have been paid-up at the commencement of the winding up on the shares held by them respectively and if in a winding up the assets available for distribution amongst the members shall be more than sufficient to repay the whole of the capital or the capital paid-up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the paid-up capital at the commencement of the winding up or which ought to have been paid-up on the shares held by them respectively. But this clause is without prejudice to the rights of the preference shares, if any, and shares issued upon special terms and conditions.
- Liquidator may divide assets in specie*

INDEMNITY AND RESPONSIBILITY

73. Save and except so far the provisions of this Article shall be avoided by the provisions of the Act, the Board of Directors, Managers, Auditors, Secretary and other officers or servants for the time being of the Company, and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and every one of them and every one of their heirs, executors, and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their or any of their executors, or administrators, shall or may incur or sustain by reason of any done concerned in or about the execution of their duty or supposed duty in their respective offices or trusts, except, if any, as they shall incur or sustain through or by their own willful neglect or default respectively, and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or
- Right to Indemnify*



others of them or for joining in any receipt for the sale or conformity or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody of any security upon which any moneys or any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts or in relation thereto except the same shall happen by or through their own willful neglect or default respectively.

SECRECY CLAUSE

74. a) Every Director, Manager, Auditor, Treasurer, Trustee, Member of a Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the Company shall, observe a strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with any person and in matters relating thereto and shall not reveal any of the matters which any come to his knowledge in the discharge of his duties, except when required to do so by the Directors or by a court of law or by the person to whom matters related and except so far as may be necessary in order to comply with any of the provisions in these presents contained.
- b) No member shall be entitled to visit or inspect any works of the Company without the permission of the Directors or to require discovery of or any information respecting any detail of the Company transaction, or any matter which is or may be in the nature of a 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.

Sl. No.	Names, addresses, descriptions and occupations of Subscribers	Signatures of the Subscriber	Witness (along with names, addresses, descriptions and occupations)
1	<p>For and Onbehalf of Infosys Limited Electronics City, Hosur Road, Bangalore - 560100 Represented by Parvatheesam. K. Chief Risk Officer & Company Secretary S/o K.S.R. Murthy A 203, Nagarjuna Gardens, F Block, Sahakar Nagar Bangalore - 560092 Occupation: Service</p>	<p><u>Parvatheesam</u></p>	<p>Sl. No. 122 Signed Before me MHA Chandrasekhar MHA CHANDRASEKHAR "Poonima" 217 F Block Sahakar Nagar Bangalore 560092 Karnataka Occupation: Service</p>
2.	<p>N.R. Narayana Murthy s/o Nagaraja Rama Rao, 575, 21st Main 4th T Block, Jayanagar, Bangalore - 560041 Occupation: Service.</p>	<p><u>N.R. Narayana Murthy</u></p>	<p></p>

Sl. No.	Names, addresses, descriptions and occupations of Subscribers	Signatures of the Subscriber	Witness (along with names, addresses, descriptions and occupations)
3.	<p>PARVATHESAM. K 90 K SR MURTHY A 203, Nagarjuna Gaudens, F Block, Sahakaranagar, Bangalore - 91 SERVICE</p>	<p><i>Parvathesam</i></p>	<p>Sl. No. 3, 4 & 5 signed before me Mr. Chandrabha MAHA CHANDRASHEKHAR "Poonima", 217 F Block, Sahakaranagar Bangalore 560092 Karnataka Occupation: Service</p>
4.	<p>VEERABHADRA SWAMY K. R. S/O K. RUDRAPPA NO. 9, 1ST MAIN, 1ST CROSS PUTTENAHALLI J. P. NAGAR 7TH PHASE BANGALORE-560078 SERVICE</p>	<p><i>[Signature]</i></p>	
5.	<p>SOWMYA RAO W/O AMARNATH RAO 1085, SUNBEAM 1, SOBHA HILLVIEW, THALAGATTAPURA, OFF KANAKAPURA ROAD, BANGALORE - 560062. SERVICE</p>	<p><i>Sowmya</i></p>	

Sl. No.	Names, addresses, descriptions and occupations of Subscribers	Signatures of the Subscriber	Witness (along with names, addresses, descriptions and occupations)
6.	SANJAY PUROHIT S/O MAHESH CHANDRA PUROHIT F6, HULKUL RESIDENCY 81, LAUELE ROAD BANGALORE-560001 SERVICE		SL. No. 627 Signed before me Mm Chandankhan MALA CHANDRASEKHAR "Peevima" 217 F Block, Sahakararagau Bangalore 560092 Karnataka
7.	SAMSON DAVID S/O MICHAEL DAVID Adarsh Palm Meadows Villa 129, Phase 1 Whitefield Road Bangalore 560066 SERVICE		Occupation: Service

Dated this 12th Day of February, 2014 at Bangalore