

**Memorandum of Association  
&  
Articles of Association  
of  
Arrow Remedies Private Limited  
(Formerly Lex. Pharma Private Limited)  
  
(CIN: U33111MH2015FTC268380)**



GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Mumbai  
Everest , 100 , Marine Drive

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 and rule 8 of the Companies (Incorporation) Rules, 2014]

I hereby certify that LEX. PHARMA PRIVATE LIMITED is incorporated on this Twelfth day of September Two Thousand Fifteen under the Companies Act, 2013 and that the company is limited by shares.

The CIN of the company is U33111MH2015FTC268380.

Given under my hand at Mumbai this Twelfth day of September Two Thousand Fifteen.

Signature valid  
Digitally signed by  
PANDIT TRUPTI SUBHASH SHARMA  
Date: 2015.09.12  
11:27:10 GMT+05:30

TRUPTI SUBHASH SHARMA  
Registrar of Companies  
Maharashtra

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

LEX. PHARMA PRIVATE LIMITED  
201, Devavrata, Sector 17,, Vashi,,  
Navi Mumbai - 400703,  
Maharashtra, INDIA





GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, Mumbai  
Everest , 100 , Marine Drive Mumbai - 400002, Maharashtra, INDIA

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

Corporate Identification Number (CIN): : U33111MH2015FTC268380

I hereby certify that the name of the company has been changed from LEX. PHARMA PRIVATE LIMITED to ARROW REMEDIES PRIVATE LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name LEX. PHARMA PRIVATE LIMITED

Given under my hand at Mumbai this Fifth day of March Two Thousand Sixteen.

SATYA PARKASH KUMAR  
Registrar of Companies  
Registrar of Companies  
Mumbai

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

ARROW REMEDIES PRIVATE LIMITED  
201, Devavrata, Sector 17,, Vashi,,  
Navi Mumbai - 400703,  
Maharashtra, INDIA



सत्यमेव जयते

**GOVERNMENT OF INDIA**  
**MINISTRY OF CORPORATE AFFAIRS**

Registrar of companies, Mumbai  
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: U33111MH2015FTC268380

**SECTION 13(1) OF THE COMPANIES ACT, 2013**

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

The shareholders of M/s ARROW REMEDIES PRIVATE LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 20-05-2016 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

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

Given under my hand at Mumbai this First day of June Two thousand sixteen.

Ministry of  
Corporate Affairs  
- Govt of India

RAJENDER SINGH MEENA

Registrar of Companies

RoC - Mumbai

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

ARROW REMEDIES PRIVATE LIMITED

201, Devavrata, Sector 17,, Vashi,, Navi Mumbai, Mumbai City, Maharashtra,  
India, 400703



**THE COMPANIES ACT, 2013**

**MEMORANDUM OF ASSOCIATION**

**OF**

**A COMPANY LIMITED BY SHARES**

**ARROW REMEDIES PRIVATE LIMITED<sup>1</sup>**

- I. The Name of the Company is **ARROW REMEDIES PRIVATE LIMITED<sup>2</sup>**.
- II. The Registered Office of the Company will be situated in the State of Maharashtra within the jurisdiction of Registrar of Companies at, Mumbai.
- III. The objects for which the Company is established are:

**<sup>3</sup>[A] THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION IS:**

1. To carry on the business of providing support services to entities engaged in the marketing/ distribution of pharmaceutical products which *interalia* includes trading/ marketing of pharmaceutical products in India or overseas and any other allied activities in relation to it.
2. To carry on the business of support services including accounting, tax, finance, human resource, legal, secretarial etc. for group entities.
3. To carry on the business of marketing of pharmaceutical formulations and such other related pharmaceutical preparations for human consumption in India or elsewhere in the world including in Asian Markets.
4. To carry on the business of procuring/ trading/ export/ import of pharmaceutical products and related goods.

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<sup>1</sup> The name of the Company has been changed from Lex. Pharma Private Limited to Arrow Remedies Private Limited vide Special Resolution passed in the Extraordinary General Meeting held on 26<sup>th</sup> February, 2016.

<sup>2</sup> The name of the Company has been changed from Lex. Pharma Private Limited to Arrow Remedies Private Limited vide Special Resolution passed in the Extraordinary General Meeting held on 26<sup>th</sup> February, 2016.

<sup>3</sup> Clause III[A] of the Memorandum of Association of the Company has been amended vide Special Resolution passed in the Extraordinary General Meeting held on 20<sup>th</sup> May, 2016.

5. To carry on the business of providing pharma related technical and allied services.

**[B] Matters which are necessary for furtherance of the objects specified in clause 3[A] are:**

6. To operate business across the Asian Market and establish branch offices; to acquire, consolidate with or participate in other companies; to conclude or participate in other management contracts including but not limited to providing of value added services for Pharma and related products for Healthcare Industry; and enter into joint ventures and take any and all measures related to or which seem to be directly or indirectly useful in promoting the object of the Company.
7. To enter into partnership or into any arrangements for sharing profits or losses or for any union of interests, joint venture, reciprocal concession or co-operation with any person or persons, or company or companies carrying on or engaged in, or about to carry on, or engage in, or being authorized to carry on, or engage in pharmaceutical products, or preparations which this Company is authorized to carry on, or engage in, or any business or transaction capable or being conducted so as directly or indirectly to benefit this Company.
8. To carry on business in India or any part of the world of designing, developing, creating, hosting, updating, maintaining, analyzing, processing, recording, reporting, providing and consulting and e-service solutions including data related to healthcare industry and to deal in all facets of pharma related preparation and products via electronic commerce, e-services, e-solutions, mobile computing internet, e-mail by using all available hardware and software information technology and providing the necessary support over the internet/ e-mail / telecommunication and in the physical world in connection with the business of the company.
9. To establish, provide, maintain and conduct or otherwise subsidize research laboratories and experimental workshops for scientific and technical research and experiments, to undertake and carry on scientific and technical researches, experiments and tests of all kinds, to promote studies and researches, both scientific and technical investigations, endowing or assisting laboratories, workshops, libraries lectures, meetings and conferences and by providing or contributing to the Award of scholarships, prizes, grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any business which the Company is authorized to carry on.
10. To set up and to develop laboratories for healthcare and other business process development, research invention, improvement, discovery,

assembly, mixing of the product and for that to purchase, acquire, develop, process laboratory equipment and to train persons to work in the laboratories or/and in production, factory, after sales service units and for that to appoint experts for giving training and from training institutes of the Company or to undertake the work of training institutions for the benefit of the Company.

11. To acquire real or leasehold estate and to purchase, or otherwise acquire or provide in any place or in any part of the business of the Company may from time to time be carried on, all such offices, warehouses, workshops, buildings, houses for employees and directors, machineries, engines, plants and appliances as may be considered requisite for the purpose of carrying on the business of the Company or any part thereof.
12. To form, constitute, float, lend money to assist and control similar associations or undertakings whatsoever.
13. To promote, subsidize and assist companies, syndicates and partnerships of all kind in any manner as may be thought fit in connection with any of the above objects of the Company.
14. To hold use, work, manage, improve, carry on, develop the undertaking, lands and movable estate or property and assets of any kind of the Company or any part thereof.
15. To dispose of any property of the Company either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as may be thought fit and to accept payment or satisfaction for the same in cash or otherwise.
16. To subscribe for, take or otherwise acquire and hold shares, stocks debentures or other securities of any other Company having objects altogether or in part similar to those of the Company or carrying on any business capable of being conducted so as directly to benefit the Company.
17. To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national, public, or any other useful institutions in their objects or purposes or for any exhibitions but not for political objects.
18. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give or procure the giving of donation, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of Company or of any Company which is a subsidiary of the Company or is allied to or associated with the Company or with any subsidiary company or who are/were at any time Director or officers of the Company or of any such other company as aforesaid and the wives, widows, families and

- dependants of any such persons and also to establish and subsidies and subscribe to any institutions, associations, club or funds calculated to be for the benefit of or to advance the interest and well-being of the Company or of any such other company as aforesaid and make payment to or towards the insurance of any such persons as aforesaid and to any matters aforesaid either alone or in conjunction with any such other company as aforesaid.
19. To provide for the welfare of Directors, employees, or ex-employees of the Company and the wives, widows and families of the dependents or connections of such persons by building or contributing for the building, houses, dwelling or quarters, or by grants of money, pensions, gratuities, allowance, bonus, profit sharing bonus or benefits or other payments or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds profit sharing or other scheme or trust and by providing or subscribing, or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendants, and other assistance as the Company shall think fit.
  20. To establish, provide, maintain and conduct or otherwise subsidies research, laboratories and experimental workshop for scientific and technical research and experiments and undertake and carry on with all scientific and technical research experiments and tests undertake and to promote studies and research both scientific and technical investigation and invention by providing subsidy or assisting laboratories workshops, libraries, lectures, meetings and conferences and by providing the remunerations of scientific or technical professor or teachers and by providing for the awards or exhibition, scholarship prizes and grants to students or otherwise and generally to encourage promote and reward studies, researches, investigation, experiment, tests and invention of any kind that may be considered likely to assist any of the business which the Company is authorised to carry on.
  21. To appoint any Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested.
  22. To aid pecuniary or otherwise, any association, body or movement having similar object, the solution, settlement or labour problems or the promotion of industry or trade.
  23. To acquire and undertake all or any of the business property and liabilities of any person, company carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purpose of the Company which can be capable of being conducted so as directly to benefit the Company and to subsidize or assist any such persons or company financially or otherwise.



24. To vest any movable or immovable property rights or interests acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
25. To lend and advance money or give credit to such persons or companies and on such terms as may seem expedient and in particular to customers and others having dealing with Company and to guarantee the performance of any contract or obligation and the payment of money to any such person or companies and generally to give guarantee and indemnities.
26. To guarantee the payment of money secured or unsecured by or payable under in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgages charges, obligations, instruments, of any person whatsoever, whether incorporated or not and generally to guarantee or become securities for the performance of any contracts or obligations.
27. To undertake and execute any trust, the undertaking of which may seem to the Company desirable either gratuitously or otherwise.
28. To carry on business or branch of a business which this Company is authorised to carry on by means or through the agency of any subsidiary or other companies and to enter into any arrangement with such subsidiary Company for taking the profits and bearing the loss at any business or branch so carried on, or for financing any such business or branch so guaranteeing its liabilities or to make any other arrangements which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily to close any such branch or business.
29. 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 including in such preliminary expenses all or any part of the cost and expenses of owners of any business or property acquired by the Company.
30. To procure the incorporation, registration or other recognition of the Company in any country, state or place outside India and to establish and maintain local registers and branch places of business in any part of the world subject to law in force.
31. To create any depreciation fund, reserve fund, sinking fund, insurance fund, educational fund or any other special fund or reserves whether for depreciation or for repairing improving, extending or maintaining any of the properties of the Company or for redemption of debentures or redeemable preference shares or for any other purposes conducive to the interest of the Company.

32. Subject to the provisions of the Companies Act, 2013 to place to reserve or to distribute as dividends or bonus share among the members or otherwise to apply any money received by way of premium on shares or debentures issued at a premium by the Company and any money received in respect of dividends accrued on or arising from the sale of forfeited share.
33. To establish, promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly, calculated to benefit the Company and to place or guarantee the placing of subscribed for or otherwise acquired all or any part of the shares, business capable of being conducted so as directly or indirectly to benefit the Company.
34. To draw, make, accept, endorse, discount, execute, issue, negotiate, assign and otherwise deal with cheques, drafts, bills of exchange, promissory notes, hundies, debenture, bonds, bills of lading, railway, receipts, warrants and all other negotiable or transferable instruments.
35. To insure with any other company or person against losses, damages, risks and liabilities of all kinds which may affect this Company.
36. To open account or accounts with any firm or Company or with any bank or banks or bankers or shroffs to pay into, withdraw money from such account or accounts.
37. To apply for, tender, purchase or otherwise acquire any contracts, sub-contracts, licences and concessions for or in relation to the objects or business herein mentioned or any of them and to undertake execute, carry out dispose of or otherwise turn to account the same.
38. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertakings having similar objects and generally of any assets, property or rights.
39. To take part in the management, supervision and control of the business or operation of any company or undertaking having similar objects and for that purpose to appoint and remunerate any directors, trustees, accountants or other experts.
40. Subject to the provisions of the Act, to pay for any properties, rights or privileges acquired by the Company either in shares of the Company or partly in shares and partly in cash or otherwise.
41. To amalgamate, enter into partnership or into any arrangement for sharing or pooling of profits, amalgamation, union of interest, cooperation, joint venture, reciprocal concession or otherwise with any person, firm or company carrying on or engaged in or about to carry on

any business or transaction which may seem capable of being carried on or conducted so as, directly or indirectly to benefit the Company.

42. To lend, invest or otherwise employ or deal with money belonging to or entrusted to the Company in securities and shares or other movable or immovable property or without security upon such terms and in such manner as may be thought proper from time to time, to vary such transactions and investments in such manner as the Directors may think fit subject to the provisions of the Companies Act.
43. To purchase or otherwise acquire, protect, prolong and renew any patents, rights, inventions, licences, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account the same and to grant licence or privileges in respect of the same.
44. To pay or satisfy the consideration for any property, rights, shares, securities or assets whatsoever which the Company is authorised to purchase, or otherwise acquire either by payment in cash or by the issue of shares, or other securities of the Company, or in such other manner as the Company may agree to partly in one mode and partly in another.
45. To search for and to purchase, protect, prolong, renew or otherwise acquire from any Government, state or authority any patents, protections, licences, concessions, grants, decrees, rights, powers and privileges whatsoever which may seem to the Company capable of being turned to account, to work develop, carry out, exercise and turn to account the same.
46. To furtherance of the aforesaid objects of the Company.
  - [a] to enter into negotiations with and enter into arrangements and contracts and conclude the same with foreign and/or Indian parties and other persons for obtaining by grant, licence, and/or on other terms, formulate and other rights and benefits, and to obtain technical and engineering information assistance and service know-how and expert advice for installation of plant and machinery, production and manufacture of any products, and
  - [b] to pay for 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 cash or otherwise.
  - [c] to pay to promoters such remuneration and fees and otherwise recompense them for their time and for the service rendered by them.
47. Subject to the provisions of the Companies Act, and the rules made there under and the directives of the Reserve Bank of India, to borrow or raise



or secure the payments of money or to receive money on deposit at interest for any of the purposes of the Company and at such time and from time to time and in such manner as may be thought fit and in particular by the issue of debenture or debenture-stocks convertible into shares of this or any other company or perpetual annuities and as security for any such money so borrowed, raised or received or for 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 assignments or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may seem expedient and to purchase, redeem or pay off any such securities and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company as the case may be provided that the Company shall not carry on banking business as defined in the Banking Regulation Act, 1949.

48. To enter into any arrangements and to take all necessary or proper steps with Governments or with other authorities imperial, supreme, national, local, municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of carrying out the objects of the Company directly or indirectly or effecting any modifications in the constitution of the Company or furthering interests of its members and to oppose any such steps taken by any other Company, firm or person which may be considered likely directly or indirectly to prejudice the interest of the Company or its members and to promote or assist the promotion, whether directly or indirectly of any legislation which may appear to be in the interests of the Company and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the Company.
49. To apply for, promote and obtain any Act of Parliament or legislature, charter, privilege, concession, licence or authorisation of Government State or Municipality provisional order or licence of the Board of Trade or other authority for enabling the Company to carry out any of the objects into effect or for extending any of the powers of the Company for effecting any modification of the constitution of the Company for any other purpose which may seem calculated, directly or indirectly to prejudice the interests of the Company.
50. To make and/or receive donations, gifts or income to or from such persons, institution or trusts and in such cases and whether of cash or any other assets as may be thought directly or indirectly to benefit the Company or any of the objects of the Company and also to remunerate any person or corporation introducing or assisting in any manner the business of the Company.
51. To establish and support or aid in the establishment of and support associations, institutions, companies, societies, funds, trusts and conveniences for the benefit of the employees or ex-employees or of

- persons having dealing with the Company or the dependents, relatives or connections of such persons and in particular friendly or other benefit societies and to grant pensions, allowances and bonuses either by way of annual payments or by way of lump sum and to make payments towards insurance and to form and contribute to provident and benefit funds, or to such persons.
52. To indemnify members, officers, directors, agents and employees of the Company against proceedings, cost, damages, claims and demands in respect of anything done or ordered to be done by them for and in the interest of the Company or any loss, damage or misfortune whatsoever which shall happen in the execution of the duties of their offices or in relation thereto.
  53. To establish agencies in India and elsewhere for sale and purchase to regulate and discontinue the same subject to law in force.
  54. Subject to the provisions of the Act, the company shall have power to borrow any sum or sums of money either by way of short/long term loans for the purpose of the company and whether with or without any security or by such other terms and conditions and from such person or persons, firms, bank or any financial, industrial, institutions or any government or semi-government corporation as the company may deem fit.
- IV. The Liability of the members is limited 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 Rs. 1,00,000/- (Rupees One Lac Only) divided into 10,000 (Ten Thousand) Equity Shares of Rs. 10/- (Rupees Ten Only) each.


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We the several persons, whose names and addresses 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 against our respective names:

Sr. No.	Names, Addresses, Descriptions and Occupation of Subscribers	Number of Equity Shares taken by each subscriber	Signature of the Subscriber	Signature, Names, Addresses, descriptions and occupations of witness
1.	<p>M/s. Strides Remedies Pte. Ltd.            having registered office at 8 Eu Tong Sen Street, #15-93, The Central, Singapore - 059518            Phone No. 0065 69088267</p> <p>Represented through Authorized Representative            Mr. Pratap Rudra            S/o. B. Giridhar            Resident of No. 413, 5th B Main, 2nd Block, HRBR Layout, Kalyan Nagar Bangalore 560043            Email: pratap.rudra@strides.co.com. Phone 080-67540766, Mobile 9950155092            Authorized vide Board Resolution dated 11th Aug 2015.</p> 	<p>9990            (Nine Thousand Nine Hundred Ninety)</p>		<p>"I witness to subscriber, who has subscribed &amp; signed on my presence on 02/09/2015 at Bangalore. Further I have verified his identity details &amp; satisfied myself of his identification particulars as filled in:            Manjula R.            DO G. V. Rama Murthy            Strides House,            BG Road, BLR            Occupation: Service</p>

Place: Bangalore

Date: 02-09-2015

Sr. No.	Names, Addresses, Descriptions and Occupation of Subscribers	Number of Equity Shares taken by each subscriber	Signature of the Subscriber	Signature, Names, Addresses, descriptions and occupations of witness
2.	<p>Sudhir Krishna Konchur  residing at Flat no B-2002, 2nd Flr, Sobha Sundeem-2, Sobha Hill View, Mangwar, Kanakapura Rd, B.C. South, Bangalore-560062</p> <p>Active in capacity as Director of Strider Remedies Pvt. Ltd.  Email ID - Sudhir.K@striderrem.com.  Phone no - +91 96329 11324</p> 	10 (Ten)	SKK	<p>I witness to subscriber, who has subscribed and signed in my presence on September 4, 2015. Further I have verified their identity details (ID) for their identification and satisfied myself of their identification particulars as filled in</p> <p>Prashanth Bhaskar,  s/o. Bhaskara Sharma  No. 62, 2nd Main, Nataraja layout, 7th Phase J.P. Nagar, Bangalore - 560078  Occupation: Employee</p>
		10,000 (Ten thousand)		

Place: Bangalore

Date: Sept. 4, 2015

**THE COMPANIES ACT, 2013**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**ARROW REMEDIES PRIVATE LIMITED\***

**TABLE F**

1. (a) Subject as hereinafter provided the regulation contained in Table 'F' in the First Schedule to the Companies Act, 2013 ('the Act'), shall apply to the Company unless it is inconsistent with the provisions of the Act and Rules made there under as notified by the Government of India, in which case the said notified provision of the Companies Act, 2013 shall have effect.  
  
(b) Regulations bearing numbers 21, 22, 37, 50, 90 and proviso to clause (i) of Regulation 13 of the said Table 'F' shall not apply to the Company.

**PRIVATE COMPANY**

2. The Company is a "Private Limited Company" within the meaning of provisions of Section 2 (68) of the Companies Act, 2013 and having a minimum paid-up share capital of One Lakh rupees or such higher paid-up share capital as may be prescribed, and the Company by its articles,—

- (i) Restricts the right to transfer its shares;
- (ii) Limits the number of its members to two hundred:

Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as a single member:

Provided further that—

- (A) Persons who are in the employment of the Company; and
- (B) Persons who, having been formerly in the employment of the Company, were members of the Company while in that employment and have continued to be members after the employment ceased,

shall not be included in the number of members; and

- (iii) Prohibits any invitation to the public to subscribe for any securities of the Company;

**CAPITAL**

3. (a) The Authorised Share Capital of the Company shall be as specified in Clause V of the Memorandum of Association of the Company, and the same may be amended from time to time as provided in the Act.

- (b) Minimum paid-up capital of the company shall be Rs. 1,00,000/- (Rupees One Lac Only).

*\*Revised from Lex. Pharma Private Limited vide Special Resolution passed by the Shareholders of the Company on 26.02.2016*



#### **POWER TO REDUCE SHARE CAPITAL**

4. The Company shall have power to reduce the Share Capital in the manner provided in Section 66 of the Companies Act, 2013 or any statutory modifications thereof from time to time, including the Rules framed there under.

#### **JOINT HOLDERS**

5. (a) The joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and call in respect of such shares.  
  
(b) When in case of jointly held shares, an application for registration is made by the transferee; the transfer shall not be registered unless the Company gives notice of the application to all joint transferors and the transferors makes no objection to the transfer within two weeks from the receipt of the notice.

#### **SHARES UNDER THE CONTROL OF DIRECTORS**

6. Subject to the provisions of these Articles and of the Companies Act, 2013 and Rules made there under or any statutory modifications thereof from time to time, the shares shall be under the control of Directors, who may allot, issue or otherwise dispose of the same to such person on such terms and conditions and at such times as the Directors shall 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 (subject to the provisions of section 52 of the Companies Act, 2013 or any statutory modifications thereof) at a premium or at par and such option being exercisable for such time and for such consideration as the Directors think fit. The Company may at any time issue any shares which are redeemable in accordance with provisions of the Companies Act, 2013 or any statutory modifications or reenactment thereof.
7. The Board may, subject to the provisions of the Act and these Articles allot and issue shares in the capital of the Company as consideration of any property sold or transferred or services rendered to the Company in the conduct of the business and, any shares which may be so issued shall be deemed to be partly or fully paid up shares, as may be decided by the Board.

#### **PREFERENCE SHARES**

8. The Company shall have power to issue Preference Shares which may at the option of the Company be liable to be redeemed (not later than 20 years from the date of the allotment or redeemable at such higher time as may be permissible under provisions of Companies Act, 2013 and Rules made there under) and the Directors may exercise such options in any manner they think fit subject to the provisions of Section 55 of the Companies Act, 2013 read with Rule 9 of the Companies (Share Capital and Debentures) Rules, 2014 or any statutory modification from time to time.

On the issue of any Redeemable Preference Shares under the provisions of these Article hereof, the following provisions shall take effect:-

- (a) no such shares shall be redeemed except out of profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purposes of the redemption;
- (b) no such shares shall be redeemed unless they are fully paid;
- (c) where such shares are proposed to be redeemed out of the profits of the Company, there shall, out of such profits, be transferred, a sum equal to the nominal amount of the shares to be redeemed, to a reserve, to be called the Capital Redemption Account, and the provisions of the Act relating to reduction of the share capital of the Company shall, except as provided in this section, apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company; and

- (d) in case of the premium, if any, payable on redemption shall be provided for out of the profits of the Company, before the shares are redeemed;
- (e) The shares shall be under the discretion and control of the Directors who may allot or otherwise dispose of the same to such persons in such proportions and on such terms and conditions and at such times as the Directors think fit.

#### **SWEAT EQUITY SHARES AND ESOP SHARES**

- 9. (a) Sweat Equity: Subject to the provisions of section 54 of the Act, read with Rule 8 of the Companies (Share Capital and Debentures) Rules, 2014 or any statutory modification thereof from time to time and all other applicable laws, if any, the Company may from time to time issue any securities including equity shares, preference shares whether convertible into equity or not, debenture, whether convertible into equity or not, as sweat equity shares, warrants and/or any other securities.
- (b) ESOP Equity: Subject to the provisions of the Act, read with Rule 12 of the Companies (Share Capital and Debentures) Rules, 2014 or any statutory modification thereof from time to time and all other applicable laws, if any, the company may from time to time issue any securities including equity shares, preference shares whether convertible into equity or not, debenture, whether convertible into equity or not, as shares, warrants and/or any other securities under any Employee Stock Option Plan or Scheme (ESOP), to the eligible employees, working directors and others as may be approved by the Board or Committee of Directors authorised by the Board in this regard.

#### **POWER OF THE COMPANY TO BUY ITS OWN SHARES**

- 10. Notwithstanding anything contained in this Article, the Company shall have power, subject to and in accordance with the provisions of sections 68 to 70 and any other applicable provisions of the Act read with Rule 17 of the Companies (Share Capital and Debentures) Rules, 2014 or any statutory modification thereof from time to time, to purchase or buy back its own shares or securities, fully paid or partly paid whether or not they are redeemable and may pay out of its capital for such purchase or buy-back.

#### **RESTRICTION ON TRANSFER AND RIGHT OF PRE EMPTION**

- 11. The right of members to transfer their share shall be restricted in the manner and to the extent provided in these Articles.
- 12. (a) No equity shares shall be transferred by a member or other person entitled to transfer the same unless and until the rights of pre-emption conferred as set out hereinafter have been exhausted.
  - (b) An equity share may be transferred by a member or other person entitled to transfer to any other member/s selected by the transferor, but save as provided by these Article, no share shall be transferred to a person who is not a member so long as any member or any person selected by the Board of Directors as one whom it is desirable in the interest of the Company to admit to membership is willing to purchase the same at a fair value.
  - (c) Except where the transfer is made pursuant to clause (f) or (g) hereof, every member or other person referred to in the transmission article who intends to transfer the equity share (herein after called "the vendor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notice shall constitute the Board his agent for the sale of the said shares in one or more lots at the discretion of the Board to members of the Company at the value ascertained as mentioned in sub- clause (d) hereof. The transfer notice shall not be revocable except with the sanction of the Board.

- (d) The fair price shall be that price as may be agreed upon by the vendor and the Board, or in absence of agreement at a price which the Auditor of the Company for the time being shall certify in writing under his hand to be in his opinion the fair selling value thereof as between a willing vendor and a willing purchaser.
  - (e) Upon the price being ascertained as aforesaid the Board shall forthwith give notice to all the members of the Company of the number and price of the equity shares to be sold and invite each of them to state in writing within twenty one days from the date of the said notice whether he/ she / they is / are willing to purchase any, and if so, what maximum number, of the said shares.
  - (f) At the expiration of the said twenty one days, the Board may allocate the said shares to or amongst the member or members who shall have expressed his or their willingness to purchase as aforesaid (if more than one) as far as may be prorated according to the number of shares already held by them respectively, provided that no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid. Upon such allocation being made the vendor shall be bound on payment of the said price to transfer the shares to the purchaser or purchasers thereof and if he makes default in so doing, the Board may receive and give a good discharge for the purchase money on behalf of the Vendor and enter the name of the purchaser in the register as holder by transfer of the shares so purchased by him.
  - (g) In the event of the whole or any of the said shares not being sold under sub-article (f) the vendor may, at any time, within six calendar months after the expiration of the said twenty one days, transfer the said shares not so sold to any person subject to Articles of Association at any price.
  - (h) Any equity share may be transferred by a member to a person who is already a member of the Company and holding any equity shares in the Company, any of his lineal descendants, father, brother, wife or husband of such member and any shares of deceased member may be transferred by his executors, administrators or holder of a succession certificate of any of the lineal descendants, father, brother, widow and widower and the restriction in these Article shall not apply to any transfer authorised by these Article provided that it is proved to the satisfaction of the Board of Directors that the transfer bonafide falls within one of these exceptions and provided that also it does not have the effect of increasing the membership of the Company beyond two hundred.
13. Save when a transfer is made pursuant to the preceding Articles, the Directors may in their absolute and uncontrolled discretion and without assigning any reason thereof decline or refuse to register or acknowledge the transfer of any shares, whether fully paid or not to a person of whom they did not approve or any transfer of shares on which the Company has a lien.
14. If in the case of the proposing transferor, after having become bound as aforesaid, makes default in the transferring the shares, the Company may receive the purchase money and the proposing transferor shall be deemed to have appointed any one Director or the secretary of the Company as his agent to execute the transfer of the share or to the purchasing member, and upon the execution of such transfer the Company shall hold the purchase money in trust of the Company and such purchase money shall be a good discharge to the purchasing member, and after his name, has been entered in the register in purported exercise of the said power the validity of the proceeding shall not be questioned by any person.
15. Notwithstanding anything contained to the contrary in the preceding Article any share or shares may be transferred to any person not a member, with the previous unanimous consent in writing of all the members for the time being of the Company expressly waiving the rights, privileges and the restrictions imposed for the transfer of shares in these Articles.

#### ALTERATION OF CAPITAL

16. The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
17. Subject to the provisions of section 61 of the Companies Act, 2013 or any statutory modification thereof from time to time, the Company may, by ordinary resolution,—
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (b) Convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
  - (c) Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
  - (d) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

#### CAPITALISATION OF PROFITS

18. (i) The Company in general meeting may, upon the recommendation of the Board, resolve—
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
  - (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provisions of the Act for:
- (A) paying up any amounts for the time being unpaid on any shares held by such members respectively;
  - (B) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
  - (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);
  - (D) 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 members of the Company as fully paid bonus shares or for such other purposes as may be authorized by the Act, and Rules made there under;
  - (E) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

#### GENERAL AUTHORITY

19. Whenever in the Act, or any statutory modifications thereof from time to time, it has been provided that the Company shall have any right, privileges 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 hereby authorizes and empowers the Company, to have such right, privileges or authority; to carry out such transactions as have been permitted by the Act without there being any specific Article in that behalf in these Articles; e.g. provisions under section 40, 48, 50, 55, 64, 66 etc.
20. (a) The following persons shall be the First Directors of the Company.
1. Mr. Mohana Kumar Pillai
  2. Mr. Sudhir Krishna Kanchan
- (b) Above Directors will be considered as representative of Promoter Director of the Company.
- (c) The number of directors shall not be less than two and shall not be more than fifteen at any time, unless approved by members by way of Special Resolution.
- (d) It shall not be necessary for a director to hold any share in the capital of the Company.
- (e) The Directors shall not be liable to retire by the rotation.
- (f) Unless otherwise determined by the Directors in the Board Meeting, the Sitting Fees payable to each of the Director for every Board Meeting attended by him shall be such sum not exceeding amount of money as prescribed in the Act.
- (g) The Board may allow and pay to any Director such sum as the Board may consider fair compensation for traveling expenses in addition to his fees for attending such meeting as provided hereinabove.
- (h) Subject to applicable laws, meetings of the Board of Directors may be held by video conference, teleconference or any other similar electronic means. Further, subject to applicable laws, a meeting may also be held with some Directors present in person and others by means of video conference, teleconference or any other similar means and the presence of one or more Directors by conference, teleconference or any other similar means at a meeting shall be included when determining quorum and voting.

#### POWERS OF DIRECTORS

21. The management and control of the business of the Company shall be vested in the Directors, who may exercise all such powers and do all such acts and things as may be exercised or done by the Company and which are not required to be exercised or to be done by the Company in General Meeting; but subject nevertheless to the provisions of the Act, or any statutory modifications thereof from time to time, and any regulations from time to time made by the Company in General Meeting, provided that no regulation so made shall invalidate any prior act of the Director which would have been valid if such regulation was not made.
22. Subject to the provisions of the Act, or any statutory modifications thereof from time to time, the Directors may from time to time at their discretion borrow or secure repayment of such sums of money borrowed for the purpose of the Company. The payment of such money may be made or secured in such manner and upon such terms and conditions as may be decided by the Directors.

#### **APPOINTMENT OF ALTERNATE DIRECTOR**

23. The Board may, in accordance with and subject to the provision of section 161 (2) of the Act, or any statutory modifications thereof from time to time, appoint an Alternate Director to act as such for a Director during latter's absence for a period of not less than three months from India, and alternate Director appointed under this Article shall not hold office for a period longer than the permissible to the original Director in whose place he has been appointed and shall vacate office of the original Director once original Director returns to the state. If the term of office of the original Director is determined before he so returns to state any provisions in the Act or in these Articles for the automatic re-appointment of a retiring Director in default of another appointment shall apply to the original Director and not to the Alternate Director.

#### **DIRECTORS' POWER TO APPOINT ADDITIONAL DIRECTOR TO THE BOARD**

24. Subject to the provision of section 161 (1) of the Act, or any statutory modifications thereof from time to time, the Board shall have power at any time and from time to time to appoint any other person to be an additional Director but the total number of Directors shall not any time exceed the maximum fixed under this Articles of Association. Any such additional Director shall hold office only up to the date of the next Annual General Meeting.

#### **DIRECTORS' POWER TO FILL CASUAL VACANCIES**

25. Subject to the provision of section 161 (4) of the Act, or any statutory modifications thereof from time to time, the Board shall have power at any time to appoint any other person to be a Director to fill a casual vacancy caused in the office of any Director. Any person so appointed shall hold office only up to the date up to which the Director in whose place he is appointed, would have held office if it had not been vacated by him.

#### **MANAGING DIRECTOR AND WHOLE TIME DIRECTORS**

26. (a) Subject to the provisions of the Act, or any statutory modifications thereof from time to time, the Board of Directors shall have the power to appoint from time to time any member or members of the Board to be Managing Director/s and or whole time Director/s under these presents and such appointee shall exercise such powers for such objects and purposes and upon such terms and conditions and with such restrictions as Board of Directors think expedient and they may confer such power either collaterally with or to the exclusion of, and in substitution for all or any of the power to the Directors in behalf, and may from time to time revoke, withdraw, alter or vary all or any such power.
- (b) Subject to the provisions of the Act, or any statutory modifications thereof from time to time, a Managing Director shall be entrusted with substantial powers of management subject to superintendence, control and direction of the Board of Directors.
- (c) The remuneration of Managing/whole time Director/s shall from time to time be fixed by the Directors and may be determined by way of fixed salary or otherwise; or by way of dividends, or profits or commission on turnover of the Company or any company, in which the Company, is interested or by any or all these modes.

### GENERAL MEETING

27. (a) A General Meeting of the Company may be called by giving not less than clear three (3) day's notice.

(b) Provisions contained in section 101 and 102 of the Act, or any statutory modification from time to time shall apply to the Company.

The accidental omissions to give any such notice to or the non-receipt of any such notice by any of the members to whom it should have been given shall not invalidate any resolution passed or proceeding held at any such meeting.

Two members present shall constitute quorum for all purpose at any General Meeting. The members may convene their meetings via Teleconference etc. Subject to applicable laws, meetings of the members may be held by video conference, teleconference or any other similar electronic means and the presence of one or more members by video-conference, teleconference or any other similar means at a meeting shall be included when determining quorum and voting. The meeting of the members can be held at any place determined by the Board or the Chairman of the Board.

The Chairman of the Board of Directors shall be entitled to take the Chair at every General Meeting. If there be no Chairman or if at any meeting, he shall not be present within 15 minutes after the time appointed for holding such meeting or is unwilling to act, the Vice Chairman, or in the case of his absence or refusal, the Directors present may choose a Chairman, and in default of their doing so the members present shall choose one of the Directors to be the Chairman, and if no Director present be willing to take the chair, the members present shall choose one of the member to be the Chairman.

### VOTING

28. Subject to any rights or restrictions for the time being attached to any class or classes of shares the voting shall be done by following ways:

(a) On a show of hand, every members holding Equity Share or Shares and present in person shall have one vote, and

(b) On a poll he shall have number of vote as the number of shares held by him.

### INDEMNITY AND RESPONSIBILITY

29. (a) Subject to the provisions of the Act, or any statutory modifications thereof from time to time, every Director of the Company, Manager, Secretary and other officer or employee of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay, all costs, losses and expenses (including traveling expenses) which any such Director, officer or employee may incur or become liable to by reason of any contract entered into or act or deed done by him as such Director, officer or servant or in any way in the discharge of his duties.

(b) Subject as aforesaid every Director, Managing Director, Manager, Secretary or other officer or employee of the Company shall be indemnified against any liability incurred by him defending any proceedings whether civil or criminal in which judgment is given in his favor or in which he is acquitted or in connection which any application under section 463 of the Companies Act, 2013 or any statutory modifications thereof from time to time, in which relief is given to him by the Court.

30. Subject to the provisions of the Act, or any statutory modifications thereof from time to time, no Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, company or corporation, with whom any moneys securities or effects shall be entrusted or deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss or damage or misfortune whatever, which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

#### **AUDITORS**

31. The Company shall, at each annual general meeting, appoint an auditor or auditors to hold office until the next annual general meeting.
32. The auditors shall be appointed and their duties regulated in accordance with the relevant provisions of the Act.



#### **SECRECY**

33. Every Director, auditor, executor, trustee, member of the committee of the Board, officer, servant, agent, accountant or other person employed in the business of the Company shall be deemed to have pledged to himself to observe strict secrecy in respect of all transactions of the Company with its customers and the state of the accounts with individuals in matters relating thereto and shall be deemed to have pledged not to reveal any of the matters which 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 under any other requirement of law as the case may be and except so far as may be necessary in order to comply with any of the provisions in these Articles.
34. No member, not being a Director shall be entitled except to the extent expressly permitted by the Act or these Articles to enter upon the property of the Company or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret or secret process, which may relate to the conduct of the business of the Company and which, in the opinion of the Board, will not be in the interest of the members of the Company to communicate to the public.

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The Article shall be signed by each subscriber of memorandum of association who shall add his address, description and occupation, if any, in the presence of at least one witness who shall attest the signature and shall likewise add his address, description and occupation, if any, and such signature shall be in form specified below:

Names, addresses, description and occupation of the subscribers.	Signature of the Subscribers	Witness (along with names, addresses, descriptions and occupations)
<p>M/s. Strides Remedies Pte Ltd, having Registered office at S. Gu Tong Sen Street, No. 15-17, The Central, Singapore 059818</p> <p>Phone No - 0065 69088269</p> <p>Represented through Authorized Representative Mr. Pratyak Rautra, To. B. Giridhar, Resident of No. 413, 5<sup>th</sup> &amp; Main, 2<sup>nd</sup> Block, HRBE Layout, Kalyan Nagar, Bangalore 560043</p> <p>Email ID: pratyak.rautra@stridesindia.com</p> <p>Phone No: 080 67840766</p> <p>Mobile No: 9980935592</p> <p>Authorized by the Board Resolution dated 1<sup>st</sup> Aug 2015.</p> 	 <p style="text-align: center;">Pratyak Rautra</p>	<p>I witness to subscriber who has subscribed &amp; signed in my presence on 02/09/2015 at Bangalore.</p> <p>Further I have verified &amp; satisfied myself of their identification particulars as filled in.</p> <p>Manjula R. No. G. V. Rama Murthy Gardes House, RG Road, BR - 76. Occupation: Service.</p>

Place: Bangalore  
Date: 02-09-2015

Names, addresses, description and occupation of the subscribers.	Signature of the Subscribers	Witness (along with names, addresses, descriptions and occupations)
<p>Sudhakar Krishna Kamath Residing at Flat no. B 2002, 2nd Flr, Sobha Sushrta - 2, Sobha Hill View, Manamraith, Kumarapura Rd., B.C. South Bangalore 560062</p> <p>Acting in capacity as Nominee of Strides Renewable Pvt. Ltd.</p> <p>Email ID - Sudhakar.K@strides aero.com</p> <p>Phone no. +91 96329 11334</p>	<p><i>SK Kamath</i></p>	<p>I witness to subscriber, who has subscribed and signed in my presence on Sept. 4, 2015 at Bangalore. Further, I have verified their Identity Details (ID) for their transaction and satisfied myself of their identification particulars as filled in.</p> <p><i>R. Prath</i></p> <p>Pratharth Bhaskara S/o. Bhaskara Sharma No. 62, 2nd Main, Nataraja Layout, T's Phase, J.P. Nagar Bangalore - 560078 Occupation: Employment</p>



Bhaskara

Date: Sept. 4, 2015