



TEMBO GLOBAL INDUSTRIES LIMITED

[FORMERLY KNOWN AS - SAKETH EXIM LTD.]

Regd. Off.: Plot No. PAP - D 146 - 147, Turbhe MIDC, TTC Industrial Area, Opp. Balmer Lawrie Van Leer Co. Turbhe, Navi Mumbai

To,
National Stock Exchange of India Ltd.
Exchange Plaza, C-1, Block G,
Bandra Kurla Complex,
Bandra (E)
Mumbai – 400 051

Date:- 03/07/2021

Dear Sir / Madam,

Sub: Intimation under regulation 30 of SEBI (Listing obligation and Disclosure Requirement), 2015.

1. The company hereby intimates the consideration and appointment of Internal auditor M/S Vridhi & Associates for the Financial year 2021-22, subject to approval by shareholder.
2. The company hereby intimate the cancellation of e-SBTR- MH012583019202021S favoring to District Col Sub-Collector / Deputy Collector / R.D.O / Tehsildar dated 04th March, 2021 for the document of mortgage under Article 40(b) for the avail loan / financial Assistance from Aditya Birla Finance Ltd (“ABFL” or the “Lender”) to the extent of Rs. 200400/- (Rs. Two Lakhs Four Hundred Only) and Registration fees Rs. 30000/- (Rupees Thirty Thousand only) under the provisions of the Chapter V of Bombay Stamp Act, 1958 including the various provisions of sections 48 51, 52, 52A, 52B of the said Act. Mr. Sanjay Jashbhai Patel Managing Director of the company is hereby authorized to make application for cancellation and refund.

Kindly take note of the above.

Thanking you,

Yours faithfully,
For Tembo Global Industries Limited



Mr. Sanjay Jashbhai Patel
Managing Director
Place: Mumbai



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CERTIFIED COPY OF AN EXTRACT FROM THE MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF TEMBO GLOBAL INDUSTRIES LIMITED AT THEIR MEETING AT WHICH A PROPER QUORUM WAS PRESENT HELD ON MONDAY, 14th JUNE, 2021 AT 12.00 PM THROUGH VIDEO CONFERENCING ON ZOOM. US AND THE REGISTERED ADDRESS OF THE COMPANY IS D-146/147, MIDC TTC INDL, ESTATE OPP, BALMER LAWRIE, VANLEER TURBHE, NAVI MUMBAI, THANE, MAHARASHTRA, INDIA, 400703

Alteration of Memorandum of Association

“RESOLVED THAT pursuant to the provisions of Section 13 and other applicable provisions, if any, of Companies Act, 2013, (including any statutory modifications or reenactment thereof, for the time being in force), and the rules framed there under, consent of the Board of Directors of the Company be and is hereby accorded, subject to the approval of the Registrar of Companies, Mumbai and subject to the approval of Shareholders in General Meeting, to insert following Clause ‘AB’ **OTHER OBJECT OF THE COMPANY TO BE PURSUED BY THE COMPANY IN ADDITION TO MAIN OBJECT OF THE COMPANY SPECIFIED IN CLAUSE ‘AA’** after Clause ‘AA’ **MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION** of the Memorandum of Association of Company: **TEMBO GLOBAL INDUSTRIES LIMITED**

AB.OTHER OBJECT OF THE COMPANY TO BE PURSUED BY THE COMPANY IN ADDITION TO MAIN OBJECT OF THE COMPANY SPECIFIED IN CLAUSE ‘AA’

3. To manufacture, formulate, process, develop, refine, import, export, wholesale and/or retail trade all kinds of pharmaceuticals, antibiotics, drugs, medicines, biological, nutraceuticals, healthcare, ayurvedic and dietary supplement products, medicinal preparations, vaccines, chemicals, chemical products, dry salters, mineral waters, wines, cordials, liquors, soups, broths and other restoratives or foods and also to deal in medicinal goods such as surgical instruments, contraceptives, photographic goods, oils, perfumes, cosmetics, patent medicines, soaps, artificial limbs, hospital requisites, proprietary medicines, veterinary medicines and tinctures extracts and to carry on the business of vialling, bottling, repacking, processing of tablets, capsules, syrups, injections, ointments, etc. and also to carry on the business of chemists, druggists, buyers, sellers, agents, distributors and stockiest of all kinds of pharmaceuticals and allied products.
4. To carry on in India or abroad business of importers, merchants, general order suppliers, commission agents, representatives, distributors, royalty owner, contractors, auctioneers, indent agents, passage agents, factors, organizers, concessionaries, sale agents, sub agents, and insurance agents, in connection with the business as referred to in sub-clause (1) above.
5. To establish and run health portal, web sites, medical transcription centers, data processing/computer centers, retail chains, e-commerce, and to offer wholesale, retail, e-commerce facilities, health constancy and data processing and other services that are normally offered by health portal, web sites, medical transcription centers, data processing/computer



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centers, retail chains, etc.

FURTHER RESOLVED THAT for the purpose of giving effect to this resolution, Mr. Sanjay Jashbhai Patel Managing Director of the Company be and is hereby authorized, on behalf of the Company, to do all acts, deeds, matters and things as deem necessary, proper or desirable and to sign and execute all necessary documents, applications and returns for the purpose of giving effect to the aforesaid resolution along with filing of necessary E-form with the Registrar of Companies.”

Alteration of Article of Association

“**RESOLVED THAT** pursuant to the provisions of Section 14 and any other applicable provisions of Companies Act, 2013 read with Rules there under (including any statutory modifications or re-enactment thereof, for the time being in force), subject to the approval of the members of the Company at the 11th Annual General meeting, the consent of the Board of Directors of the Company be and is hereby accorded for inclusion of below mention clause after clause Transmission of Shares i.e. article 27 to article 30:-

Right of First Refusal

31. If Promoters are desirous of selling some or all of their Shares otherwise than article 40 then the relevant Promoter shall issue a notice (the “Offer Notice”) to existing promoters, (a) offering such Shares (the “Offered Shares”) to existing promoters, and (b) indicating the INR price at which the relevant Promoter is desirous of selling the Offered Shares (“Offer Price”). The Offer Notice shall not set out any conditions for the sale of the Offered Shares other than any conditions set out in these Articles or required to comply with Applicable Law.

The number of Offered Shares forming the subject of an Offer Notice taken together with the number of Shares offered forming the subject of any offer notice issued by the other Promoters or their Affiliates (“Affiliate Offered Shares”), shall not be more than the maximum number of Shares which could be acquired by existing promoters, without triggering an obligation to launch a Takeover Offer (after taking into consideration inter alia the Shares, if any, acquired by existing promoters pursuant to Article 31 .

32. If the Promoters wish to sell the Offered Shares by way of a Private Sale to an identified Third Party, then the Offer Notice in addition to setting out the Offer Price and the number of Offered Shares shall also contain the identity and details of the Third Party and the Offer Price per share which has been offered by the Third Party.

33. Within 15 (fifteen) days of receipt of the Offer Notice by the existing promoters, it may notify the Promoter by way of a written notice:

1. of its acceptance of the offer contained in the Offer Notice (“Acceptance Notice”); or
2. of its rejection of the offer contained in the Offer Notice (“Rejection Notice”).

33. a) An Acceptance Notice shall constitute a valid, legally binding and enforceable agreement



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between existing promoters and the relevant Promoter, for the relevant Promoter to sell and for existing promoters to purchase the Offered Shares. If permitted by Applicable Law, the sale and purchase of the Offered Shares pursuant to each Offer Notice shall be completed as a block deal pursuant to SEBI Circular CIR/MRD/DP/118/2017 dated October 26, 2017, as modified from time to time, on or prior to the seventh day following the later of (i) Acceptance Notice or (ii) receipt by the Promoter of the approvals required by them, if any, to undertake the sale of the Offered Shares on the ROFR Completion Date (as defined below); provided that if such seventh day is not a Business Day, then the purchase of the Offered Shares shall occur no later than the immediately following Business Day ("ROFR Completion Date"). Provided further that in the event that the Offered Shares cannot be acquired by existing promoters by way of a block deal including on account of any prohibitions or limitations prescribed under Applicable Law, the sale and purchase of the Offered Shares pursuant to the Offer Notice shall be completed as a Private Sale on a spot delivery basis on the ROFR Completion Date, free from any Encumbrances. existing promoters and the Promoter shall take such actions as necessary to effect the sale and purchase of the Offered Shares on the ROFR Completion Date, including (a) by obtaining such approvals as may be required by them respectively or making such public disclosure of information as are required to complete the sale and purchase as contemplated herein and (b) as far as the Promoter are concerned, providing such information as may be requested by the company to make any filings and comply with Applicable Law including details in relation to their respective bank and dematerialised accounts, and customary information or confirmations as may be required by the custodian of the company or information required to calculate the tax required to be withheld, if any, from any payments to the Promoters.

The aggregate amount payable by the company for the Offered Shares shall be an amount equal to the Offer Price per Share multiplied by the number of Offered Shares.

33. b) If the company issues a Rejection Notice or does not respond to the Offer Notice within the time period set out in Article 33 or does not complete the purchase of the Offered Shares on the ROFR Completion Date in breach of these Articles, the relevant Promoter shall have the right to:

- a) sell all the Offered Shares by way of one or more Market Sales at the Offer Price or a price higher than the Offer Price set out in the Offer Notice, if the Offer Notice has been issued in accordance with Article 31 and Article 33; or
- b) sell all the Offered Shares to the Third Party set out in the Offer Notice at the Offer Price or a price higher than the Offer Price and on terms and conditions that are not more favorable than as set out in the Offer Notice, if the Offer Notice has been issued in accordance with Article 33, in each case within a period of 180 (one hundred and eighty) days from the date of the Rejection Notice or from the expiry of the time period set out in Article 33 or, if the purchase of the Offered Shares on the ROFR Completion Date has not been completed by the company in breach of these Articles, from the ROFR Completion Date, failing which the relevant Promoter shall not be entitled to sell the Offered Shares without once again following the process set out in this Article 31 to Article 33.



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34A. If the Promoter wishes to issue an Offer Notice at an Offer Price for such number of Shares greater than the maximum number of Shares which could be acquired by the existing promoter: (i) without triggering an obligation to launch a Takeover Offer (after taking into consideration inter alia the Shares, if any, acquired by existing promoter pursuant to Article 31 and any Shares acquired by existing promoter from any of the other Promoters or Affiliates at the Offer Price; or (ii) by availing an exemption from an Open Offer under Regulation 10 of the Takeover Regulations, such Promoter may issue a written notice to the company in this regard (the “Promoter Sale Notice”). The Promoter Sale Notice shall set out the number of Shares that such Promoter wishes to sell (the “Promoter Sale Notice Shares”), the Offer Price for the Promoter Sale Notice Shares and the details set out in Article 32 if the Promoter Sale Notice Shares are sought to be Transferred by way of a Private Sale or to an identified Third Party. The Promoter Sale Notice shall not set out any conditions for the sale of the Promoter Sale Notice Shares other than any conditions set out in these Articles or required to comply with Applicable Law. Following the receipt of the Promoter Sale Notice, the company may, within 15 (fifteen) days of receipt of the Promoter Sale Notice by the company, notify such Promoter by way of written notice:

- a) that it shall: (i) purchase such number of the Promoter Sale Notice Shares that can be acquired by the company either (i) without triggering an obligation of the company to trigger an Open Offer under the Takeover Regulations or (ii) by availing an exemption from an Open Offer under Regulation 10 of the Takeover Regulations (“Promoter Purchase Shares”), following which the Promoter Purchase Shares shall be purchased by the company in accordance with the provisions of Article 31 to Article 33 and (ii) upon issuance of a written notice by the company or the Promoters, purchase the remaining Shares forming the Promoter Sale Notice Shares (“Remaining Shares”), within a period of 3 (three) months from the later of (i) the date on which the company can acquire the Remaining Shares, and (ii) the date on which the Promoters receive the approvals, if any, required by them to undertake the sale and purchase of the Remaining Shares to the company (“Extension Period”) without triggering a requirement for the company to make a Takeover Offer at the Extension Price (“Promoter Purchase Shares Notice”). Provided however that during such Extension Period, the company and /or existing promoter shall not acquire additional Shares of the Company in such manner as it would preclude the company from acquiring the Remaining Shares. The company and /or existing promoter shall take such actions as necessary to effect the sale and purchase of the Offered Shares on the ROFR Completion Date, including by obtaining such approvals as may be required by them respectively or making such public disclosure of information as are required to complete the sale and purchase as contemplated herein and (b) as far as the Promoters are concerned, providing such information as may be requested by the company to make any filings and comply with Applicable Law including details in relation to their respective bank and dematerialised accounts, and customary information or confirmations as may be required by the custodian of the company or information required to calculate the tax required to be withheld, if any, from any payments to the Promoters; or
- b) of its intention not to purchase any of the Promoter Sale Notice Shares (“Promoter Sale Notice



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Shares Rejection Notice”).

34B. If the company does not issue the Promoter Sale Notice Shares Rejection Notice or does not respond to the Promoter Sale Notice within the period of 15 (fifteen) days of the receipt of the Promoter Sale Notice or does not acquire all or any of the Promoter Sale Notice Shares as per the timelines set out in Article 33 in breach of these Articles, the relevant Promoter shall have the right to sell the Promoter Sale Notice Shares at price equal to or higher than the Offer Price set out in the Promoter Sale Notice within a period of 180 (one hundred and eighty) days from the 15th day of the date of the Promoter Sale Notice or the expiry of timelines set out in Article 33, failing which the relevant Promoter shall only be entitled to sell the Promoter Shares in accordance with the process set out in Article 31. Provided, however, in the event that the company fails to acquire the Remaining Shares as per the timelines set out in Article 33, the Promoters shall be entitled to sell the Remaining Shares at any price (and not merely the price set out in the Promoter Sale Notice) and to any person (and not merely to the person, if any, identified in the Promoter Sale Notice) within the aforementioned 180 (one hundred and eighty) day period.

35. If a delisting application made by the company being approved by the Board in accordance with the provisions of Regulation 8(1)(a) of the Delisting Regulations within 6 months of the date on which the company acquired Shares from the Promoters pursuant to exercise of a Put Option or a Call Option, as the case may be, as set out in this Article following which the Shares of the Company are delisted in accordance with the provisions of the Delisting Regulations at a price (the “Delisting Price”), which is higher than (a) the Put Option Price, in case the purchase of the Promoter Shares was in accordance with Article 31, and the Put Option Price was lower than the prevailing market price of the Shares on the Put Option Date; or (b) the Call Option Price, in case the purchase of the Promoter Shares was in accordance with Article 31; then the company shall pay the Promoters an amount equivalent to the difference between the Delisting Price on the one hand, and the Put Option Price or the Call Option Price, as applicable, on the other hand per Promoter Share acquired by the company. Subject to receipt of all necessary applicable approvals from the relevant Governmental Authorities, payment required to be made by the company pursuant to this Article shall be made within 5 (five) Business Days of the date on which payment is made to the public shareholders pursuant to the delisting offer. The payment of such amounts to the Promoters shall be subject to Applicable Law and applicable taxes.

Transfer Restrictions

36. No Shares or any interest in the Shares, or any voting rights in relation to the Company, shall be acquired by the Promoters either by themselves or through ‘persons acting in concert’ or deemed to be acting in concert with them, till such time as may be mutually agreed to between the Promoters without the prior written consent of all promoter.

37. Promoter shall at their sole discretion make commercially reasonable efforts to acquire the maximum number of shares they are permitted to acquire within creeping acquisition limits under the Takeover



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Regulations within a period of one year of any fresh issue made by the company. Subject to the above, Promoter or “persons acting in concert” or deemed to be acting in concert with it, shall have the right to acquire in one or more tranches, such number of Shares that does not exceed 2.5 % of the Share Capital. For the avoidance of doubt it is clarified that there are no other restrictions on acquiring Shares at any time, save as provided in this Article.

38. Notwithstanding anything contained in these Articles, the Promoters shall not directly or indirectly Transfer any of their Shares in the Company, or any interest in such Shares, except in the manner set out in the Articles Right of First Refusal and agreed to between the Promoters and any purported Transfer or attempt to Transfer any Shares shall be null and void ab initio.

39. Notwithstanding anything contained in these Articles, the Promoters shall not be entitled to create an Encumbrance on the Promoter Shares, including as security for any loans or other financing facilities availed by the Promoters, without the prior written consent of the company. If the Promoters wish to create an Encumbrance on any Promoter Shares, the Promoters shall enter into good faith discussions with the company in this regard. Other than any Shares acquired in accordance with the Provisions of this article, the Promoters shall not, directly or indirectly, acquire any Shares without the prior written consent of the entire promoter.

40. The Promoters may Transfer the Promoter Shares under prior written intimation to the company of at least 3(three) Business Days, to an Affiliate (together with the rights attached thereto) subject to (i) such transferee Affiliate executing and delivering a promoter’s deed of adherence in a form mutually agreed to between the all the Promoters, as a condition of such Transfer and; (ii) the Promoters remains jointly and severally liable with such Affiliate transferee as mutually agreed with all the Promoters. Provided that, if such Affiliate should subsequently cease to qualify as an Affiliate, then the Promoters (including such Affiliate) shall procure that, prior to its ceasing to qualify as a Affiliate, such Affiliate Transfers the entire legal and beneficial interest and title in and to the Promoter Shares held by such Affiliate to another Person who is an Affiliate and complies with the provisions of this article in respect of such Transfer. Provided further that no such deed of adherence shall be required for transfer of shares amongst the Promoters inter-se. It is further clarified that there shall be no restriction on the Transfer of Shares inter-se amongst the Promoters.

The Promoters agree that the Transfer restrictions in these Articles shall not be capable of being avoided by the holding of the Shares indirectly through a company or other entity that can itself be sold in order to dispose of an interest in Shares free of such restrictions.”

“**RESOLVED FURTHER THAT** pursuant to the provisions of Section 14 and any other applicable provisions of Companies Act, 2013 read with Rules there under (including any statutory modifications or re-enactment thereof, for the time being in force), subject to the approval of the members of the Company at the 11th Annual General meeting, the consent of the Board of Directors of the Company be and is hereby accorded for inclusion of below mention definition under article 2:-

q)“Person” means any individual, entity, joint venture, company (including a limited liability company), corporation, partnership (whether limited or unlimited), proprietorship, trust



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(including its trustee or beneficiaries) or other enterprise (whether incorporated or not), Hindu undivided family, union, association of persons, Governmental Authority, and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees and the beneficiary or beneficiaries from time to time.

y) 'Alter' and 'Alteration' shall include the making of additions and omissions.

z) "Business Day" means a day (other than a Saturday or a Sunday) on which banks are generally open for business in Mumbai, India.

aa) "Delisting Regulations" means the Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2009, as amended or substituted from time to time.

bb) "Encumbrance" means any encumbrance including: (i) any mortgage, charge (whether fixed or floating), claim, pledge, lien, deposit, assignment by way of security, hypothecation, deed of trust, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law; (ii) any equity, entitlement to ownership (including usufruct and similar entitlements), provisional or executorial attachment, appointment of a receiver, liquidator or similar person (whether provisional or not), any claim under contract or licence, assignment or ability to licence, sub-licence or deal; (iii) any conditional sale, right to claim title or possession, voting agreement, option, lock-in, pre-emption right, right of first refusal or offer, tag along right, drag along right, right to acquire, non-disposal undertaking, any Transfer restriction or any other restriction imposed under Applicable Law or contract on the Transferability of the Shares, in favour of any Person; or (iv) any other interest or right held, or claim that could be raised, by any Third Party.

cc) 'Executor' or 'Administrator' means a person who has obtained Probate or Letters of Administration, as the case may be, from a competent Court, and shall include the holder of a Succession Certificate authorising the holder thereof to negotiate or transfer the share or shares of the deceased members, and shall also include the holder of a Certificate granted by the Administrator- General of any State in India.

dd) "Extension Price" has the meaning mutually agreed to be between Promoters and the Company.

ee) "Financial Statements" means: (i) a balance sheet as at the end of the financial year; (ii) a profit and loss account, or in the case of a company carrying on any activity not for profit, an income and expenditure account for the financial year; (iii) cash flow statement for the financial year; (iv) a statement of changes in equity, if applicable; and (v) any explanatory note annexed to, or forming part of, any document referred to in sub-clause (i) to sub-clause (iv).



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- ff) Governmental Authority” means: (i) the government of any nation or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the government, including any governmental authority, agency, department, body, commission or instrumentality; (iii) any court, quasi judicial, tribunal or arbitrator; and (iv) any securities exchange or body or authority regulating the securities markets in India.
- gg) In writing” or “Written” shall include e-mail, and any other form of electronic transmission
- hh) Independent Director” shall have the meaning ascribed to it in the Act.
- ii) Key Managerial Personnel” means the chief executive officer or the managing director; the company secretary; whole-time director; chief financial officer; and such other officer as may be notified from time to time in the Rules.
- jj) “Market Sale” means a sale of Shares on a stock exchange, including any sale of Shares undertaken:
- a) as a bulk deal pursuant to SEBI Circular SEBI/MRD/SE/ Cir- 7/2004 dated January 14, 2004, as modified from time to time, or
 - b) as a block deal pursuant to SEBI Circular MRD/DoP/SE/Cir- 19
 - c) /05 dated September 2, 2005, as modified from time to time; or
 - d) an offer for sale pursuant to SEBI Circular CIR/MRD/ DP/18/2012 dated July 18, 2012, as modified from time to time, or
 - e) by way of Placement of Shares;
 - f) but for the purposes of Article 33 shall not include a sale of shares undertaken as a block deal pursuant to SEBI Circular MRD/DoP/SE/Cir- 19 /05 dated September 2, 2005, as modified from time to time, where the identity of the purchaser is known to the Promoters.
- kk) “Offer Notice” has the meaning given to it in Article 31. “Offer Price” has the meaning given to it in Article 31. “Offered Shares” has the meaning given to it in Article 31.
- ll) “Office” means the registered office for the time being of the Company.
- mm) “Persons acting in concert” has the meaning given by the Takeover Regulations.
- nn) “Placement of Shares” means sale of Shares undertaken without having any knowledge of the identity of the purchaser, through an investment banker, broker, underwriter, book-runner or other such market intermediary on the floor of the exchange, whether as block deal, bulk deal or otherwise.
- oo) “Private Sale” means any sale of Shares that does not constitute a Market Sale and for the purpose of this definition shall include a sale of shares undertaken as a block deal pursuant to SEBI Circular MRD/DoP/SE/Cir- 19 /05 dated September 2, 2005 (as modified from time to time).
- pp) “Proxy” means an instrument whereby any person is authorized to vote for a member at a general meeting on a poll.
- qq) “Rejection Notice” has the meaning given to it in Article 32.
- rr) “Remaining Shares” has the meaning given to it in Article 34A.



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- ss) ROFR Completion Date” has the meaning given to it in Article 34A.
- tt) Rules” means any rule made pursuant to section 469 of the Act or such other provisions pursuant to which the Central Government is empowered to make rules, and shall include such rules as may be amended from time to time
- uu) “Takeover Offer” means an open offer to purchase Shares from the public shareholders of the Company under the Takeover Regulations.
- vv) “Takeover Regulations” means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 as amended or substituted from time to time.
- ww) “Third Party” means a Person, who is not party to any agreement between the Promoters and the company, other than an Affiliate of any of the company or the Promoters.
- xx) “Transfer” (including, with correlative meaning, the terms “Transferred” and “Transferability”) means to transfer including to sell, assign, pledge, hypothecate, create a security interest in or lien on, place in trust (voting or otherwise), exchange, gift or transfer by operation of Applicable Law or in any other way Encumber or dispose of, whether or not voluntarily.
- yy) “Reference to any legislation or Applicable Law or to any provision thereof” shall include references to any such legislation or Applicable Law as it may, from time to time, be amended, supplemented or re- enacted and any successor legislation or Applicable Law, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- zz) “Call option” A call option gives the holder the right to buy a stock
- aaa) “Put option” A put option gives the holder the right to sell a stock

“RESOLVED FURTHER THAT Mr. Sanjay Jashbhai Patel Managing Director of the Company, be and is hereby authorized to sign and file all the requisite e-forms including Form MGT 14 along with such other documents as may be required, with the Registrar of Companies, and to do all such acts, deeds and things as may be ancillary or incidental thereto for giving effect to this resolution along with amendment in all the copies of Article of Association of the company under section 15(1).”

Yours faithfully,
For Tembo Global Industries Limited

Mr. Sanjay Jashbhai Patel
Managing Director
Place: Mumbai



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Explanatory Statement annexed to the notice pursuant to section 102(1) of the Companies Act, 2013:

The following explanatory statements set out all material facts relating to the Special Business set out in the Notice dated 25th May, 2021

Item No1

Board of Directors to consent, at their board meeting held on 14th June, 2021 for adoption of new sets of Articles of Association of the company to align it with the provisions of the Companies Act, 2013 including rules framed there under subject to the approval of shareholders in their meeting

The Board of Directors proposes for an amendment in the existing clause of Memorandum of Association of the company, keeping in view of the proposed inclusion of clause AB **OTHER OBJECT OF THE COMPANY TO BE PURSUED BY THE COMPANY IN ADDITION TO MAIN OBJECT OF THE COMPANY SPECIFIED IN CLAUSE 'AA'** in order to secure companies future and interest of existing and proposed public investor in the company

None of the Directors and Key Managerial Personnel of the company, including their respective relatives, is concerned or interested, financially or otherwise, in the foregoing resolution.

Item No2

Board of Directors to consent, at their board meeting held on 14th June, 2021 for adoption of new sets of Articles of Association of the company to align it with the provisions of the Companies Act, 2013 including rules framed there under subject to the approval of shareholders in their meeting

The Board of Directors proposes for an amendment in the existing Article of Articles of Association of the company, keeping in view of the proposed inclusion of article 31 to article 35 **Right of First Refusal** and article 36 to article 40 **Transfer Restrictions**, in order to secure companies future and interest of existing and proposed public investor in the company

None of the Directors and Key Managerial Personnel of the company, including their respective relatives, is concerned or interested, financially or otherwise, in the foregoing resolution.