



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 - 400 705, Maharashtra - INDIA. Tel.: +91 - 022 - 27620641 / 27620642 / 27620643. Fax: +91 - 022-27620623. GST No.- 27AAPCS4498C1ZV CIN - L29253MH2010PLC204331 Email: info@sakethexim.com / info@tembousa.us Web: www.sakethexim.com / www.tembousa.us

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

Date 14/06/2021

Dear Sir/Madam,

Sub: Notice of Extra Ordinary General Meeting of the Company.

Pursuant to Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements Regulations, 2015), this is to inform you that the Extra Ordinary General Meeting of the Shareholders of the Company will be held on Wednesday, 07th July, 2021 at 11:00 a.m. at the registered office of the Company to transact the business as mentioned in the notice of the meeting, attached herewith.

Kindly find the same and take on your records.

Thanking you,

Yours faithfully,
For Tembo Global Industries Limited



Sanjay Jashbhai Patel
DIN-01958033
Managing Director
Date: 07/07/2021
Place: Mumbai



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NOTICE IS HEREBY GIVEN THAT AN EXTRA ORDINARY GENERAL MEETING OF THE MEMBERS OF TEMBO GLOBAL INDUSTRIES LIMITED WILL BE HELD ON WEDNESDAY, 07th JULY, 2021 AT 11.00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT PLOT NO- PAP D- 146/ 147, TTC MIDC, TURBHE, NAVI MUMBAI, MUMBAI - 400705

SPECIAL BUSINESS:

- 1. To consider and, if thought fit, to pass, with or without modification s, the following resolution as a Special Resolution:**

Resolution of section 13 of the Companies Act, 2013 (Alteration of Memorandum of Association)

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 re-enactment thereof, for the time being in force), and the rules framed there under, consent of the members of the Company be and is hereby accorded, subject to the approval of the Registrar of Companies, Mumbai in Extra Ordinary 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’

2. 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



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constancy and data processing and other services that are normally offered by health portal, web sites, medical transcription centers, data processing/computer centers, retail chains, etc.

“FURTHER RESOLVED THAT pursuant to the inclusion of new 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’** the numbering of existing clause has been change from Clause **A** to Clause **AA** as detailed below:-

“AA. MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION.”

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.”

3. To consider and, if thought fit, to pass, with or without modification s, the following resolution as a Special Resolution:

Resolution of section 14 of the Companies Act, 2013 (Alteration of Article of Association)

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), the consent of the shareholder 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



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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 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 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



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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 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



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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), the consent of the shareholder 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 (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



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- 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).
- 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:
- 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
 - as a block deal pursuant to SEBI Circular MRD/DoP/SE/Cir- 19
 - /05 dated September 2, 2005, as modified from time to time; or
 - an offer for sale pursuant to SEBI Circular CIR/MRD/ DP/18/2012 dated July 18, 2012, as modified from time to time, or
 - by way of Placement of Shares;
 - 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.



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- 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.
- 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)."



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 - 400 705, Maharashtra - INDIA. Tel.: +91 - 022 - 27620641 / 27620642 / 27620643. Fax: +91 - 022-27620623. GST No.- 27AAPCS4498C1ZV CIN - L29253MH2010PLC204331 Email: info@sakethexim.com / info@tembousa.us Web: www.sakethexim.com / www.tembousa.us

On and Behalf of the Board of Directors

For Tembo Global Industries Limited



Sanjay Jashbhai Patel

DIN-01958033

Director

Date: 14/06/2021

Place: Mumbai

NOTES:

1. The Explanatory Statement pursuant to Section 102 of the Companies Act, 2013 in respect of the aforesaid business is annexed herewith.
2. A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of himself and the proxy need not be a member of the Company. In order to be effective, the instrument of proxy must be lodged at the Registered Office of the Company not less than 48 hours before the commencement of the meeting.
3. All documents referred to in the accompanying notice and the explanatory statement is open for inspection by the members at the Registered Office of the Company on all working days except on Saturdays and Sundays prior to the date of the meeting between 11.00 a.m. to 4.00 pm.
4. This Notice is being sent by electronic mode (via e-mail) to those members, whose name appears in the register of members/list of beneficial owners maintained by National Securities Depository Limited ("NSDL")/Central Depository Services (India) Limited ("CDSL") as on 11th June , 2020 provided by Bigshare Services Private Limited (RTA). Members may note that this Notice is also available on Company's website viz. www.nutclamp.com A person who is not a Member on the cut-off date should accordingly treat the Notice as for information purposes only.
5. This Notice is being sent electronically (via e-mail) to all Members whose e-mail addresses are registered with Company's Registrar and Share Transfer Agents ('RTA') or the Depositories.
6. Members whose e-mail addresses are not registered with RTA and the Depositories, are required to provide their email IDs and other necessary details as per below format to the Company or RTA, on or before 5:00 p.m. on 14th June, 2020 pursuant to which, any Member may receive on the e-mail ID provided by the Member this Notice and the procedure for remote e-voting:

Name of First Shareholder	
Name of Second Shareholder (In case joint shareholder)	
Permanent Account No. (PAN)	



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Beneficiary Id/Client Id	
No. Share held	
Email Id	
Mobile No	
Address	

Note: Kindly provide aforesaid details through email at cs@sakethexim.com/info@nsdl.co.in

- In compliance with the provisions of Sections 108 and 110 of the Act and Rules 20 and 22 of the Companies (Management and Administration) Rules, 2014 (“Rules”), Regulation 44 of the SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015, and as per MCA circulars the Company is pleased to provide voting by electronic means (“E-Voting”) only to its Members, to enable them to cast their votes electronically. The Company has engaged the services of NSDL to provide e-voting facility to its Members. Voting rights will be reckoned on the paid-up value of share registered in the names of members on 11th June, 2021.
- It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential. Login to the e-voting website will be disabled upon five unsuccessful attempts to key in the correct password. In such an event, you will need to go through the “Forgot User Details/Password” or “Physical User Reset Password” option available on www.evoting.nsdl.com to reset the password.
- The Company will issue necessary advertisements in the newspaper/ e-newspaper having all India circulation and the newspaper circulating in the District where registered office of the Company is situated for the information of Members whose e-mail addresses are not available in the records of RTA and Depositories.
- The Communication of the assent / dissent to the Special Resolutions proposed in the Notice would take place only through remote e-voting.
- The voting period will commence on
- Sunday 04th July, 2021 at 9:30 am (IST) and ends on Tuesday, the 06th day of July, 2021 at 5:00 p.m. for the Members exercising their vote through electronic voting. The e-voting module shall be disabled by Central Depository Services (India) Limited (‘CDSL’) for voting thereafter.
- The results of the remote e-voting will be declared on June 09th, 2021, by the Scrutinizer and will be furnished to the National Stock Exchange India Limited and will also be uploaded on the Company’s website www.nutclamp.com.

The instructions for shareholders voting electronically are as under:

- The e-voting period begins on Sunday 04th July, 2021 at 9:30 am (IST) and ends on Tuesday, the 06th day of July, 2021 at 5:00 p.m. During this period Shareholders of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date of Wednesday 30th June, 2021 may cast their vote electronically. The e-voting module shall be disabled by NSDL for voting thereafter.
- The shareholders should log on to the e-voting website www.evoting.nsdl.com.
- Click on Shareholders / Members

How do I vote electronically using NSDL e-Voting system?

The way to vote electronically on NSDL e-Voting system consists of “Two Steps” which are mentioned below:

Step 1: Log-in to NSDL e-Voting system at <https://www.evoting.nsdl.com/>

Login method for e-Voting and joining virtual meeting for Individual shareholders holding securities in demat mode

In terms of SEBI circular dated December 9, 2020 on e-Voting facility provided by Listed Companies, Individual shareholders holding securities in demat mode are allowed to vote through their demat account



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maintained with Depositories and Depository Participants. Shareholders are advised to update their mobile number and email Id in their demat accounts in order to access e-Voting facility.

Login method for Individual shareholders holding securities in demat mode is given below:

Type of shareholders	Login Method
Individual Shareholders holding securities in demat mode with NSDL.	<p>If you are already registered for NSDL IDeAS facility, please visit the e-Services website of NSDL. Open web browser by typing the following URL: https://eservices.nSDL.com/ either on a Personal Computer or on a mobile. Once the home page of e-Services is launched, click on the “Beneficial Owner” icon under “Login” which is available under “IDeAS” section. A new screen will open. You will have to enter your User ID and Password. After successful authentication, you will be able to see e-Voting services. Click on “Access to e-Voting” under e-Voting services and you will be able to see e-Voting page. Click on options available against company name or e-Voting service provider - NSDL and you will be re-directed to NSDL e-Voting website for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting.</p> <p>If the user is not registered for IDeAS e-Services, option to register is available at https://eservices.nSDL.com. Select “Register Online for IDeAS” Portal or click at https://eservices.nSDL.com/SecureWeb/IdeasDirectReg.jsp</p> <p>Visit the e-Voting website of NSDL. Open web browser by typing the following URL: https://www.evoting.nSDL.com/ either on a Personal Computer or on a mobile. Once the home page of e-Voting system is launched, click on the icon “Login” which is available under ‘Shareholder/Member’ section. A new screen will open. You will have to enter your User ID (i.e. your sixteen digit demat account number held with NSDL), Password/OTP and a Verification Code as shown on the screen. After successful authentication, you will be redirected to NSDL Depository site wherein you can see e-Voting page. Click on options available against company name or e-Voting service provider - NSDL and you will be redirected to e-Voting website of NSDL for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting.</p>
Individual Shareholders holding securities in demat mode with CDSL	<p>Existing users who have opted for Easi / Easiest, they can login through their user id and password. Option will be made available to reach e-Voting page without any further authentication. The URL for users to login to Easi / Easiest are https://web.cdslindia.com/myeasi/home/login or www.cdslindia.com and click on New System Myeasi.</p> <p>After successful login of Easi/Easiest the user will be also able to see the E Voting Menu. The Menu will have links of e-Voting service provider i.e. NSDL. Click on NSDL to cast your vote.</p> <p>If the user is not registered for Easi/Easiest, option to register is available at https://web.cdslindia.com/myeasi/Registration/EasiRegistration</p> <p>Alternatively, the user can directly access e-Voting page by providing demat Account Number and PAN No. from a link in</p>



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	www.cdslindia.com home page. The system will authenticate the user by sending OTP on registered Mobile & Email as recorded in the demat Account. After successful authentication, user will be provided links for the respective ESP i.e. NSDL where the e-Voting is in progress.
Individual Shareholders (holding securities in demat mode) login through their depository participants	You can also login using the login credentials of your demat account through your Depository Participant registered with NSDL/CDSL for e-Voting facility. Once login, you will be able to see e-Voting option. Once you click on e-Voting option, you will be redirected to NSDL/CDSL Depository site after successful authentication, wherein you can see e-Voting feature. Click on options available against company name or e-Voting service provider-NSDL and you will be redirected to e-Voting website of NSDL for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting.

Important note: Members who are unable to retrieve User ID/ Password are advised to use Forget User ID and Forget Password option available at abovementioned website.

Helpdesk for Individual Shareholders holding securities in demat mode for any technical issues related to login through Depository i.e. NSDL and CDSL.

Login type	Helpdesk details
Individual Shareholders holding securities in demat mode with NSDL	Members facing any technical issue in login can contact NSDL helpdesk by sending a request at evoting@nsdl.co.in or call at toll free no.: 1800 1020 990 and 1800 22 44 30
Individual Shareholders holding securities in demat mode with CDSL	Members facing any technical issue in login can contact CDSL helpdesk by sending a request at helpdesk.evoting@cdslindia.com or contact at 022-23058738 or 022-23058542-43

Step 2: Cast your vote electronically on NSDL e-Voting system.

Details on Step 1 is mentioned below:

How to Log-in to NSDL e-Voting website?

1. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: <https://www.evoting.nsdl.com/> either on a Personal Computer or on a mobile.
2. Once the home page of e-Voting system is launched, click on the icon "Login" which is available under 'Shareholders' section.
3. A new screen will open. You will have to enter your User ID, your Password and a Verification Code as shown on the screen.

Alternatively, if you are registered for NSDL services i.e. IDEAS, you can log-in at



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<https://eservices.nSDL.com/> with your existing IDEAS login. Once you log-in to NSDL eservices after using your log-in credentials, click on e-Voting and you can proceed to Step 2 i.e. Cast your vote electronically.

4. Your User ID details are given below :

Manner of holding shares i.e. Demat (NSDL or CDSL) or Physical	Your User ID is:
a) For Members who hold shares in demat account with NSDL.	8 Character DP ID followed by 8 Digit Client ID For example if your DP ID is IN300*** and Client ID is 12***** then your user ID is IN300***12*****.
b) For Members who hold shares in demat account with CDSL.	16 Digit Beneficiary ID For example if your Beneficiary ID is 12***** then your user ID is 12*****
c) For Members holding shares in Physical Form.	EVEN Number followed by Folio Number registered with the company For example if folio number is 001*** and EVEN is 101456 then user ID is 101456001***

Your password details are given below:

If you are already registered for e-Voting, then you can use your existing password to login and cast your vote.

If you are using NSDL e-Voting system for the first time, you will need to retrieve the 'initial password' which was communicated to you. Once you retrieve your 'initial password', you need to enter the 'initial password' and the system will force you to change your password.

How to retrieve your 'initial password'?

If your email ID is registered in your demat account or with the company, your 'initial password' is communicated to you on your email ID. Trace the email sent to you from NSDL from your mailbox. Open the email and open the attachment i.e. a .pdf file. Open the .pdf file. The password to open the .pdf file is your 8 digit client ID for NSDL account, last 8 digits of client ID for CDSL account or folio number for shares held in physical form. The .pdf file contains your 'User ID' and your 'initial password'.

If your email ID is not registered, please follow steps mentioned below in **process for those shareholders whose email ids are not registered**

If you are unable to retrieve or have not received the "Initial password" or have forgotten your password:

Click on "**Forgot User Details/Password?**"(If you are holding shares in your demat account with NSDL or CDSL) option available on www.evoting.nSDL.com.

Physical User Reset Password?" (If you are holding shares in physical mode) option available on www.evoting.nSDL.com.

If you are still unable to get the password by aforesaid two options, you can send a request at evoting@nSDL.co.in mentioning your demat account number/folio number, your PAN, your name and your registered address.

Members can also use the OTP (One Time Password) based login for casting the votes on the e-Voting system of NSDL.



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After entering your password, tick on Agree to “Terms and Conditions” by selecting on the check box.

Now, you will have to click on “Login” button.

After you click on the “Login” button, Home page of e-Voting will open.

Details on Step 2 is given below:

How to cast your vote electronically on NSDL e-Voting system?

1. After successful login at Step 1, you will be able to see the Home page of e-Voting. Click on e-Voting. Then, click on Active Voting Cycles.
2. After click on Active Voting Cycles, you will be able to see all the companies “EVEN” in which you are holding shares and whose voting cycle is in active status.
3. Select “EVEN” of company for which you wish to cast your vote.
4. Now you are ready for e-Voting as the Voting page opens.
5. Cast your vote by selecting appropriate options i.e. assent or dissent, verify/modify the number of shares for which you wish to cast your vote and click on “Submit” and also “Confirm” when prompted.
6. Upon confirmation, the message “Vote cast successfully” will be displayed.
7. You can also take the printout of the votes cast by you by clicking on the print option on the confirmation page.
8. Once you confirm your vote on the resolution, you will not be allowed to modify your vote.

General Guidelines for shareholders

1. Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution/ Authority letter etc. with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer by e-mail to acs.gaurangshah@gmail.com <Please mention the e-mail ID of Scrutinizer> with a copy marked to evoting@nsdl.co.in.
2. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential. Login to the e-voting website will be disabled upon five unsuccessful attempts to key in the correct password. In such an event, you will need to go through the “[Forgot User Details/Password?](#)” or “[Physical User Reset Password?](#)” option available on www.evoting.nsdl.com to reset the password.
3. In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Shareholders and e-voting user manual for Shareholders available at the download section of www.evoting.nsdl.com or call on toll free no.: 1800-222-990 or send a request to (Ms. Sarita Mote of NSDL Official) at evoting@nsdl.co.in/SaritaM@nsdl.co.in

Process for those shareholders whose email ids are not registered with the depositories for procuring user id and password and registration of e mail ids for e-voting for the resolutions set out in this notice:

1. In case shares are held in physical mode please provide Folio No., Name of shareholder, scanned copy of the share certificate (front and back), PAN (self attested scanned copy of PAN card), AADHAR (self attested scanned copy of Aadhar Card) by email to cs@sakethexim.com



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2. In case shares are held in demat mode, please provide DPID-CLID (16 digit DPID + CLID or 16 digit beneficiary ID), Name, client master or copy of Consolidated Account statement, PAN (self attested scanned copy of PAN card), AADHAR (self attested scanned copy of Aadhar Card) to cs@sakethexim.com. If you are an Individual shareholders holding securities in demat mode, you are requested to refer to the login method explained at step 1 (A) i.e.Login method for e-Voting and joining virtual meeting for Individual shareholders holding securities in demat mode.
3. Alternatively shareholder/members may send a request to evoting@nsdl.co.in for procuring user id and password for e-voting by providing above mentioned documents.
4. In terms of SEBI circular dated December 9, 2020 on e-Voting facility provided by Listed Companies, Individual shareholders holding securities in demat mode are allowed to vote through their demat account maintained with Depositories and Depository Participants. Shareholders are required to update their mobile number and email ID correctly in their demat account in order to access e-Voting facility



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Explanatory Statement pursuant to Section 102 of the Companies Act, 2013

Item no. 1:

The principal business of the company is to carry on in India the business of exporters, importers, distributors, traders, manufacturing of fabricated metal products, except machinery and equipments. The company proposes to undertake the business of manufacture, formulate, process, develop, refine, import, export, wholesale and/or retail trade of all kinds of pharmaceuticals products in India. To enable the company to commence the aforesaid business, it is proposed to amend the Main Objects under the Objects Clause of the Memorandum of Association of the company, by the insertion of clause **AB** after the existing Clause A renumbered as Clause AA as stated in the resolution in the annexed notice. The above amendment would be subject to the approval of the Registrar of Companies, Mumbai and any other statutory or Regulatory authority, as may be necessary.

The Directors commend the passing of the resolution under item No.1 of the accompanying Notice for the approval of the members of 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 no. 2:

Board of Directors consented, 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 for 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. The company also propose for the inclusion of various sub clauses under Article 2 in relation to defining various terms used in the newly included articles 31to 40

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.

None of the Directors are interested in the above resolution.

On and Behalf of the Board of Directors
For Tembo Global Industries Limited



Sanjay Jashbhai Patel
DIN-01958033
Director
Date: 14/06/2021
Place: Mumbai

ATTENDANCE SLIP OF 01st EXTRA-ORDINARY GENERAL MEETING
TEMBO GLOBAL INDUSTRIES LIMITED



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(CIN NO: L29253MH2010PLC204331)

Reg. Office: At Plot No- PAP D- 146/ 147, TTC MIDC Turbhe , Navi Mumbai-400705

Date:

Folio No:

DP/Client-ID No.:

Full Name of the Shareholder/ First Holder: _____
_____ (as appearing on share certificate/recorded with DP)

Registered Address: _____
_____ PIN - _____

Total number of Shares held (in number):

Share Certificate Nos., From- _____ To- _____

(In case of physical holding)

I certify that I am a registered shareholder/proxy for the registered Shareholder of the Company and hereby record my presence at the 01st Extra- Ordinary General Meeting of the Company on Wednesday, 07th July, 2021 at 11:00 a.m. at the registered office Plot No- PAP D- 146/ 147, TTC MIDC, Turbhe ,Navi Mumbai-400705 . [Tel:91-22-27620641](tel:91-22-27620641)/27620642.

Member's/Proxy's name in Block Letters

Member's/Proxy's Signature

Note: Please fill this attendance slip and hand it over at the entrance of the hall.

PROXY FORM



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(Pursuant to section 105(6) of the Companies Act, 2013 and rule 19(3) of the Companies Management and Administration Rules, 2014)

CIN: L29253MH2010PLC204331

Name of the company: TEMBO GLOBAL INDUSTRIES LIMITED

Registered office: Plot No- PAP D- 146/ 147, TTC MIDC, Turbhe ,Navi Mumbai-400705.

Name of the member (s): _____

Fogo No/ Client id:

Registered address: _____

DP ID:

Email

Id: _____

I/We, _____ being the member (s) of _____ shares of the above named Company, hereby appoint

1. Name: _____ Address: _____ _____ _____ Email Id: _____ Signature: _____ or failing him	2. Name: _____ Address: _____ _____ _____ Email Id: _____ Signature: _____ or failing him	3. Name: _____ _____ Address: _____ _____ _____ Email Id: _____ Signature: _____ _____
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As my proxy to vote on my behalf at the Extra Ordinary General Meeting of the Company which will held at the registered office situated at Plot No- PAP D- 146/ 147, TTC MIDC, Turbhe ,Navi Mumbai-400705 on Wednesday, 7th July, 2021.

By this appointment, all other appointment previously made by the Shareholder is hereby revoked.

The Proxy hereby represents the Shareholder in the company and shall have the full power as the Shareholder's substitute to vote any issue, motion or action that the Shareholder may have voted.

The Proxy shall vote in the following manner

SIGNED on _____

Signature of Shareholder

Route Map Registered office of the Company

Factory Add.: Unit No.1/B - Badrinath, Ground Floor, Tungareshwar Industrial complex, Sativali Village, Vasai (East), Dist.Palghar- 401208. Tel.: 0250 2481992
Unit No.2 - APL House, Tungareshwar Industrial Complex, Sr. No.-1,H-No.- 8, Sativali Village, (East), Taluka - Vasai, Dist.Palghar- 401208. Tel.: 0250 2480020



TEMBO GLOBAL INDUSTRIES LIMITED

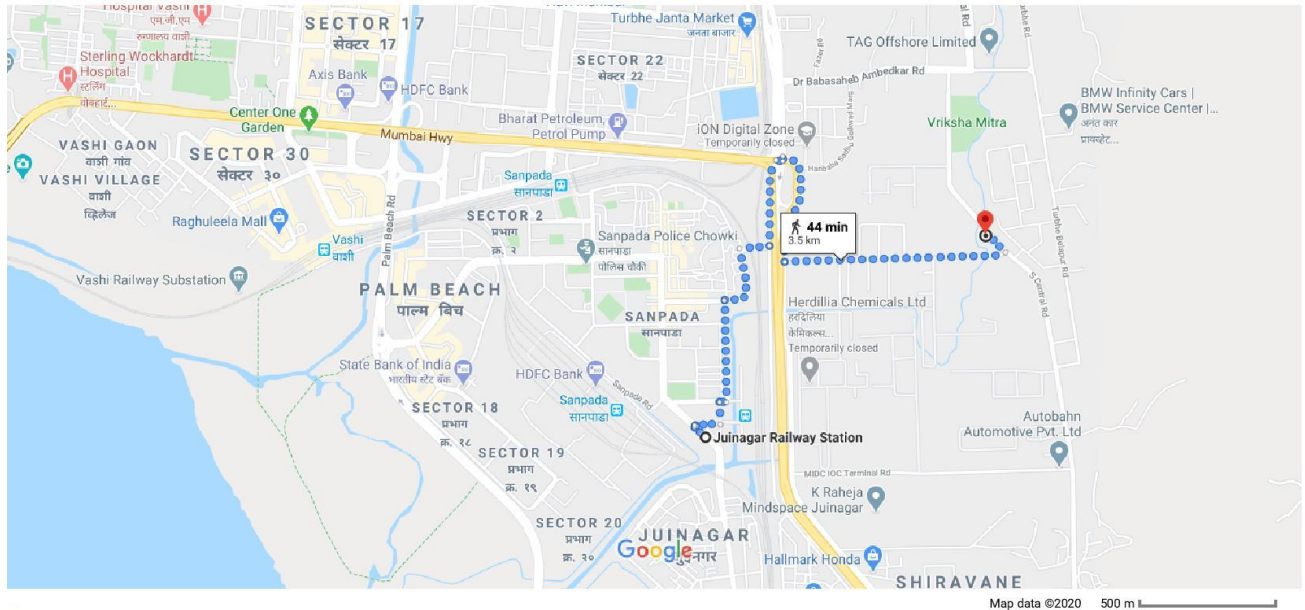
[FORMERLY KNOWN AS - SAKETH EXIM LTD.]

Regd. Off.: Plot No. PAP - D 146 - 147, Turbhe MIDC, TTC Industrial Area, Opp. Balmer Lawrie Van Leer Co. Turbhe, Navi Mumbai - 400 705, Maharashtra - INDIA. Tel.: +91 - 022 - 27620641 / 27620642 / 27620643. Fax: +91 - 022-27620623. GST No.- 27AAPCS4498C1ZV CIN - L29253MH2010PLC204331 Email: info@sakethexim.com / info@tembousa.us Web: www.sakethexim.com / www.tembousa.us

<https://www.google.com/maps/vt/data=e0IFWcA7TOBv8pudpqNPaSi5ocUyKMnIVMpD1pycUpRMuf2VgryxRzGW0YmE3cJFyXqpx8lvOuaWPrTtEIujgu7XTTJUNblm1->

Google Maps Juinagar Railway Station to Tembo Global Industries Ltd (formerly:- Saketh Exim Ltd)

Walk 3.5 km, 44 min



via Turbhe Mide Rd 44 min
3.5 km

Mostly flat

**TEMBO GLOBAL INDUSTRIES LIMITED**

(CIN: L29253MH2010PLC204331)

Regd. Plot No- PAP D- 146/ 147, TTC MIDC, Turbhe, Navi Mumbai-400705

**PAPER – MGT -12
BALLOT PAPER/POLLING PAPER**

Name(s) of Member(s) : (In BLOCK/CAPITAL LETTERS)	
Registered Address :	
DP ID / Client ID* or Registered Folio No :	
No. of equity shares held :	

***Applicable in case of Share held in electronic form**

I/We hereby exercise my/our vote in respect of the following resolution(s) as set out in the NOTICE is hereby given that the 01st Extra- Ordinary General Meeting of TEMBO GLOBAL INDUSTRIES LIMITED will be held on Wednesday, 07th July, 2021 at 11:00 a.m. at the Registered office of the company - Plot No- PAP D- 146/ 147, TTC MIDC, Turbhe, Navi Mumbai--400705 which is proposed to be placed for consideration of members at the aforesaid Extra- Ordinary General Meeting of the Company, by conveying my/our assent and/or dissent to the said Resolution(s) in the relevant box as stated herein below:

Resolution No.	Resolution	No. of Equity Share(s) held	I/We assent to the resolution (For)*	I/We dissent to the resolution (Against) *
Special Businesses				
1.	To consider and, approve with or without modification(s), the alteration of Memorandum of Association under section 13 for inclusion of Pharmaceutical business in addition to existing business of the company.			
2.	To consider and approve with or without modification the alteration of Article of Association under section 14 for inclusion of clause Right of First Refusal and Transfer Restrictions and related definition under article 2.			

*Please put a tick mark (✓) in appropriate column against the resolution(s) indicated above. In case of member/proxy wishes his/her vote to be used differently, he/she should indicate the number of shares under the columns 'For' and/or 'Against'.

Place:**Date:**-----
Signature of Member**INSTRUCTIONS**



TEMBO GLOBAL INDUSTRIES LIMITED

(CIN: L29253MH2010PLC204331)

Regd. Plot No- PAP D- 146/ 147, TTC MIDC, Turbhe, Navi Mumbai-400705

1. This Ballot Paper is provided, pursuant to Regulation 4(2) (a) (iii) read with rule 44 of SEBI (Listing Obligation and Disclosure Requirements) Regulation, 2015 to enable the shareholder(s) or their proxy(ies) for voting by way of Ballot Paper(s), who does not have access to e-voting facility and /or who have not voted through e-voting, so that they can also participate in voting through this physical Ballot Paper.
2. A Member can vote through by Ballot
3. The Scrutinizer will collate the votes received through Ballot paper/Poll/Show of hands from member(s) at EOGM for declaring the final result for each of the resolutions forming part of 1st EOGM notice of company.

Process and manner for Members opting to vote:

1. In case the shares are held by companies, trusts, societies, etc. the duly completed Ballot Paper should be accompanied by a certified true copy of the relevant Board Resolution/Authorization document(s) consisting therein the attested signature(s) of authorized person(s).
2. Votes should be cast in case of each resolution either in favour or against by putting the tick(✓)mark in the respective column(s) provided in the Ballot Paper.
3. The voting rights of shareholders shall be in proportion of the shares held by the members in the Paid-up Equity Share Capital of the Company as on Wednesday, 30th June, 2021 and each fully paid up equity shares carries one voting right.
4. A Member may request Ballot Paper from the Company or they can download the Paper from the website of the Company viz. www.nut-clamps.com , if so required.
5. Unsigned, incomplete, improperly or incorrectly tick marked Ballot Papers will be rejected. The Ballot Papers will also be rejected if it is received to member, deface do-mutilated to the extent which makes it difficult for the Scrutinizer to identify either the Member or when it is not ascertainable that vote(s) have been cast by member (s) in favour or against the resolution or when the signature(s) of member(s) cannot be verified with the available records of registrar & share transfer agent of company M/S Bigshare Services Private Limited.
6. The decision of the Scrutinizer on the validity of the Ballot Paper(s) and any other allied matter(s) thereto shall be final and binding on the member(s) of company.
7. The consolidated result for voting done by the members of company through Ballot paper/Poll/Show of hands for all the resolution(s) placed in the 01st EOGM of company and as declared by Chairman/duly authorized person along with respective scrutinizer's report shall be uploaded on the company's website i.e. www.nut-clamps.com within 48 hours of conclusion of EOGM and will simultaneously be also forwarded to the stock exchange(s) (NSE) where the company's equity shares are listed, as per respective rules/regulations applicable thereto.