



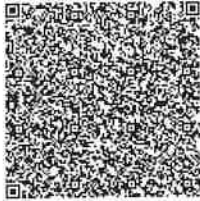
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### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No.	: IN-DL68489935335656U
Certificate Issued Date	: 01-Aug-2022 04:25 PM
Account Reference	: IMPACC (IV)/ dl960003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL96000318447195239004U
Purchased by	: EPACK DURABLE PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: AUGUSTA INVESTMENTS ZERO PTE LTD AND OTHERS
Second Party	: EPACK DURABLE PRIVATE LIMITED
Stamp Duty Paid By	: EPACK DURABLE PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT DATED 8 AUGUST 2022 EXECUTED AMONG EPACK DURABLE PRIVATE LIMITED, AUGUSTA INVESTMENTS ZERO PTE. LTD., INDIA ADVANTAGE FUND S4 I, DYNAMIC INDIA FUND S4 US I, LAXMI PAT BOTHRA, BAJRANG BOTHRA, SANJAY SINGHANIA, AJAY DD SINGHANIA, NIKHIL BOTHRA, NITIN BOTHRA, RAJAT KUMAR BOTHRA, PINKY AJAY SINGHANIA AND PREITY SINGHANIA.

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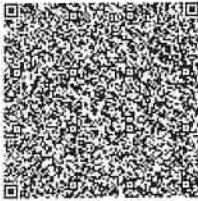
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Purchased by	: EPACK DURABLE PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: AUGUSTA INVESTMENTS ZERO PTE LTD AND OTHERS
Second Party	: EPACK DURABLE PRIVATE LIMITED
Stamp Duty Paid By	: EPACK DURABLE PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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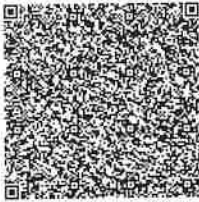
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**Purchased by** : EPACK DURABLE PRIVATE LIMITED  
**Description of Document** : Article 5 General Agreement  
**Property Description** : Not Applicable  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : AUGUSTA INVESTMENTS ZERO PTE LTD AND OTHERS  
**Second Party** : EPACK DURABLE PRIVATE LIMITED  
**Stamp Duty Paid By** : EPACK DURABLE PRIVATE LIMITED  
**Stamp Duty Amount(Rs.)** : 500  
(Five Hundred only)



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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT DATED 8 AUGUST 2022 EXECUTED AMONG EPACK DURABLE PRIVATE LIMITED, AUGUSTA INVESTMENTS ZERO PTE. LTD., INDIA ADVANTAGE FUND S4 I, DYNAMIC INDIA FUND S4 US I, LAXMI PAT BOTHRA, BAJRANG BOTHRA, SANJAY SINGHANIA, AJAY DD SINGHANIA, NIKHIL BOTHRA, NITIN BOTHRA, RAJJAT KUMAR BOTHRA, PINKY AJAY SINGHANIA AND PREITY SINGHANIA.

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**AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT**

**DATED AUGUST 8, 2022**

---

**BY AND AMONGST**

**EPACK DURABLE PRIVATE LIMITED  
("Company")**

**AND**

**INDIA ADVANTAGE FUND S4 I  
("Investor 1")**

**AND**

**DYNAMIC INDIA FUND S4 US I  
("Investor 2")**

**AND**

**AUGUSTA INVESTMENTS ZERO  
PTE. LTD. ("New Investor")**

**AND**

**PERSONS LISTED IN SCHEDULE 1  
("Promoters")**



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## AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT

THIS AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT ("Amended and Restated Shareholders' Agreement") is made and executed at New Delhi on this 8<sup>th</sup> day of August 2022 ("Execution Date")

### AMONGST:

1. **EPACK DURABLE PRIVATE LIMITED**, (formerly known as Epack Durables Solutions Private Limited), a company incorporated under the provisions of the (Indian) Companies Act, 2013 having Corporate Identification Number U74999UP2019PTC116048 and having its registered office at 61-B, Udyog Vihar, Surajpur, Kasna Road, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh – 201306, India (hereinafter referred to as the "**Company**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, and permitted assigns);

**AND**

2. **IDBI TRUSTEESHIP SERVICES LIMITED**, a limited company incorporated under the (Indian) Companies Act, 1956, having its registered office at Asian Building, 17, R Kamani Marg, Ballard Estate, Mumbai 400001, acting in its capacity as the trustee of **INDIA ADVANTAGE FUND S4 I** (hereinafter referred to as the "**Investor 1**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), acting through its investment manager **ICICI VENTURE FUNDS MANAGEMENT COMPANY LIMITED**, a public limited company incorporated under the (Indian) Companies Act 1956, having its registered office at Ground Floor, "ICICI Venture House", Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025 (hereinafter referred to as the "**ICICI Venture**");

**AND**

3. **DYNAMIC INDIA FUND S4 US I**, a company incorporated under the laws of Mauritius and having its registered office at Sanne House, Bank Street, Twenty-Eight, Cybercity, Ebene 72201, Mauritius (hereinafter referred to as the "**Investor 2**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, and permitted assigns);

**AND**

4. **AUGUSTA INVESTMENTS ZERO PTE. LTD.**, a company incorporated under the laws of Singapore and having its registered office at 6 Battery Road #17-06 Singapore 049909 (hereinafter referred to as the "**New Investor**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, and permitted assigns);

**AND**

5. **PERSONS LISTED IN SCHEDULE 1** (hereinafter referred to jointly as "**Promoters**" and individually as a "**Promoter**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include their respective heirs, legal representatives, executors, administrators, successors and permitted assigns).

The Investor 1 and Investor 2 are hereinafter collectively referred to as the "**Existing Investors**" and individually as an "**Existing Investor**". The Existing Investors and the New Investor are hereinafter collectively referred to as the "**Investors**", and individually as an "**Investor**". The Investors, the Company and Promoters are hereinafter individually referred to as a "**Party**" and collectively, as the "**Parties**".

**WHEREAS:**

- (A) The Company is engaged in the Business (*as defined hereinafter*).
- (B) As on the Execution Date: (i) the Promoters are the legal and beneficial owners of 5,15,68,124 (Five Crore Fifteen Lakh Sixty Eight Thousand One Hundred Twenty and Four) Equity Shares (*as defined hereinafter*), representing 99% (Ninety Nine Percent) of the equity share capital of the Company; and (ii) the Existing Investors are the legal and beneficial owners of 1,88,23,529 (One Crore Eighty Eight Lakh Twenty Three Thousand Five Hundred and Twenty Nine) CCPS (*as defined below*), representing 100% (Hundred Percent) of the preference share capital of the Company, which were issued to the Existing Investor pursuant to the transactions contemplated under the Existing Investors SSA. The particulars of the Share Capital of the Company, as on the Execution Date, are set out in **Part A** of **Schedule 2**.
- (C) Simultaneously with this Amended and Restated Shareholders' Agreement, the Parties (other than the Existing Investors, Nikhil Bothra, Nitin Bothra, Rajjat Kumar Bothra, Preity Singhania and Pinky Ajay Singhania) have entered into the New Investor SSA (*as defined hereinafter*) in terms of which, the New Investor has agreed to subscribe to such number of Series A CCPS (*as defined hereinafter*) issued by the Company against infusion of such amount of subscription consideration as is specified in the New Investor SSA.
- (D) At Closing (*as defined in the New Investor SSA*), the particulars of the Share Capital of the Company, is set out in **Part B** of **Schedule 2**.
- (E) Pursuant to the above, the Parties are now desirous of executing this Amended and Restated Shareholders' Agreement to record the mutual rights and obligations of the Promoters and the Investors as Shareholders, provided that this Amended and Restated Shareholders' Agreement shall come into effect in the manner provided in Clause 2 below.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE PARTIES, IT IS HEREBY AGREED BY AND AMONG THE PARTIES AS UNDER:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Amended and Restated Shareholders' Agreement (including the recitals), the following words and expressions shall have the following meanings.

- 1.1.1 "**Accelerated Sale**" shall have the meaning ascribed to the term in Clause 18.3.1;
- 1.1.2 "**Acceptance Notice**" shall have the meaning ascribed to the term in Clause 14.4.4;
- 1.1.3 "**Acceptance Period**" shall have the meaning ascribed to the term in Clause 14.4.4;
- 1.1.4 "**Accepted Pre-Emption Securities**" shall have the meaning ascribed to the term in Clause 11.3;
- 1.1.5 "**Act**" means the Companies Act, 2013, the rules, regulations and circulars issued thereunder and any statutory modification or re-enactment or amendments of the foregoing, as applicable and in force;

- 1.1.6 “**Affiliate**” of a Person means, any other Person that either directly or indirectly or through one or more intermediate Persons, Controls, is Controlled by, or is under Common Control with, such Person.

Without prejudice to the generality of the foregoing, the term “Affiliate”:

- (i) in respect of Investor 1, shall be deemed to include, without limitation any fund, collective investment scheme, trust, partnership (including, without limitation, any co-investment partnership), special purpose or other vehicle or any subsidiary or Affiliate of any of the foregoing, which is sponsored, managed, advised and/or administered by ICICI Venture. It is further clarified that the term “Affiliate” in respect of Investor 1 shall not include any investee companies or portfolio companies of the funds managed, advised, or administered by ICICI Venture; and
  - (ii) in respect of the New Investor, shall be deemed to include, without limitation any fund, collective investment scheme, trust, partnership (including, without limitation, any co-investment partnership), special purpose or other vehicle or any subsidiary or Affiliate of any of the foregoing, which is sponsored, managed, advised and/or administered by Affirma Capital Managers (Singapore) Pte. Ltd. It is further clarified that the term “Affiliate” in respect of the New Investor shall not include any investee companies or portfolio companies of the New Investor or of any funds managed, advised, or administered by Affirma Capital Managers (Singapore) Pte. Ltd or its Affiliates;
- 1.1.7 “**Affirmative Vote Matters**” or “**AVM Items**” shall have the meaning ascribed to the term in Clause 6.1;
- 1.1.8 “**Amended and Restated Shareholders’ Agreement**” or “**Agreement**” means this Amended and Restated Shareholders’ Agreement and shall include the recitals, clauses, schedules, annexures, and exhibits annexed to this Agreement, and any amendments or modifications made to this Agreement by the Parties in writing from time to time in accordance with the terms of this Agreement;
- 1.1.9 “**Annual Budget**” means the annual budget of the Group Companies prepared for each Financial Year, and adopted by the Board in accordance with the terms of this Agreement;
- 1.1.10 “**Anti-Corruption Laws**” mean laws, regulations or orders relating to anti-bribery or anti-corruption (governmental or commercial), which apply to the Business and dealings of the Promoters and the Group Companies, including the Foreign Corruption Practices Act 1977, the Prevention of Corruption Act 1988 and the UK Bribery Act 2010;
- 1.1.11 “**Anti-Money Laundering Laws**” means laws, regulations, rules, or guidelines relating to money laundering, which apply to the Business and dealings of the Promoters and the Group Companies;
- 1.1.12 “**Applicable Accounting Principles**” means, in respect of each Group Company, generally accepted accounting principles and practices as prescribed by the Institute of Chartered Accountants of India, in effect from time to time in India (“**Indian GAAP**”), and when applicable, the Indian accounting standards / principles issued under the Companies (Indian Accounting Standards) Rules, 2015, as amended, together with any pronouncements issued under Law thereon from time to time, or any other accounting principles that may be prescribed under Law from time to time;

- 1.1.13 “**Approval**” means any permission, approval, consent, waiver, grant, license, permit, order, decree, authorization, authentication of, or registration, qualification, designation, notice, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority or any other Person;
- 1.1.14 “**Articles**” means with respect to each Group Company, the articles of association of the said Group Company, as amended from time to time in accordance with the provisions of the Act and pursuant to the transactions contemplated in this Amended and Restated Shareholders’ Agreement;
- 1.1.15 “**Assets**” of a Person means the whole or any part of such Person’s business, undertaking, property, assets, rights, title, privileges, goodwill, and interests of any nature whatsoever (whether immovable, movable, tangible, intangible, absolute, accrued, fixed or otherwise) wherever located including, without limitation, all contracts, Intellectual Property, and Approvals;
- 1.1.16 “**Beneficiaries**” shall have the meaning as ascribed to the term in Schedule 5;
- 1.1.17 “**Board**” means with respect to each Group Company, the board of directors of the said Group Company, constituted from time to time in accordance with applicable Law, the Articles, and this Amended and Restated Shareholders’ Agreement;
- 1.1.18 “**Board Meeting**” means with respect to each Group Company, a meeting of the Board of the said Group Company, conducted in accordance with the terms of the Act, the Articles of the said Group Company and this Amended and Restated Shareholders’ Agreement;
- 1.1.19 “**Board Meeting Agenda**” shall have the meaning as ascribed to the term in Clause 4.9.3;
- 1.1.20 “**Business**” means business of the Company carried on from time to time and includes manufacturing, assembly, sourcing, trading, import and export of room air conditioners, commercial air conditioners, air conditioners components (such as heat exchangers, injection moulding components, sheet metal component, motors, printed circuit board assemblies and cross flow fans) and spare parts; manufacturing, assembly, sourcing, trading, import and export of small home appliances such as induction cooktops, juicer / mixer grinders, water dispensers, and their components (including printed circuit board assemblies), but excludes job-work or similar manufacturing of printed circuit boards only for Shenzhen Megmeet Electrical Co., Ltd, China or its subsidiaries and affiliate companies either in India or outside;
- 1.1.21 “**Business Day**” means a day, other than a Saturday, Sunday or a public holiday on which banks are open in Mumbai, Mauritius, Singapore and Delhi for business;
- 1.1.22 “**Business Plan**” means the 5 (Five) year business plan of the Group Companies prepared and adopted by the Board in accordance with the terms of this Agreement;
- 1.1.23 “**Buyback Notice**” shall have the meaning as ascribed to the term in Clause 16.5.1;
- 1.1.24 “**Buyback Request Notice**” shall have the meaning as ascribed to the term in Clause 16.5.1;
- 1.1.25 “**Buyback Shares**” shall have the meaning as ascribed to the term in Clause 16.5.1;

- 1.1.26 “**CCPS**” means any compulsorily convertible preference shares issued by the Company to the Existing Investor on the terms and conditions set out in the Existing Investors SSA, the terms of which CCPS are restated in **Part A** of **Schedule 10**;
- 1.1.27 “**Chairman**” shall have the meaning as ascribed to the term in Clause 4.12;
- 1.1.28 “**Charter Documents**” means collectively, the Articles and the Memorandum;
- 1.1.29 “**Closing**” shall have the meaning as ascribed to the term in Recital D;
- 1.1.30 “**Closing Date**” shall have the meaning as ascribed to the term in the New Investor SSA;
- 1.1.31 “**Competing Business**” means the business of any Person that is same or similar to the Business;
- 1.1.32 “**Competitor**” means the following Persons and their Affiliates: (i) Amber Enterprises India Limited; (ii) Subros Limited; (iii) Dixon Technologies India Limited; (iv) PG Electroplast Limited; (v) Voltas Limited; (vi) Blue Star Limited; (vii) Havells India Limited; (viii) Godrej Industries Limited; (ix) Whirlpool of India Limited; and (x) Carrier Midea India Limited.
- 1.1.33 “**Confidential Information**” shall have the meaning as ascribed to the term in Clause 22.1;
- 1.1.34 “**Consent**” means any approval, consent, ratification, waiver, notice or other authorization of or from or to any third party, including banks, financial institutions and Approvals that may be required for: (i) the execution of the Transaction Documents; and (ii) the consummation of the transactions contemplated under the Transaction Documents;
- 1.1.35 “**Controlling**”, “**Controlled by**” or “**Control**” means, with respect to any Person, the possession by a Person or a group of Persons, directly or indirectly, or together with an Affiliate: (i) the ownership, of more than 50% (Fifty Percent) of the equity or voting shares (calculated on a Fully Diluted Basis); (ii) the possession of the power to direct or exercise significant influence, over the management and policies of such Person whether directly or indirectly; and/or (iii) the power to appoint majority of the members of the board of directors or other governing body of such Person; by virtue of ownership of voting securities, equity securities or management or contract or in any other manner. Provided however, when the terms “**Controlling**”, “**Controlled by**” or “**Control**” are being used in the context of a “**Promoter**”, the foregoing reference to 50% (Fifty Percent) under paragraph (i) will be replaced by 26% (Twenty-Six Percent). The term “**Common Control**” shall be construed accordingly;
- 1.1.36 “**Cure Period**” shall have the meaning as ascribed to the term in Clause 18.1.1;
- 1.1.37 “**Cut-Off Date**” means June 30, 2025;
- 1.1.38 “**D&O Insurance**” shall have the meaning as ascribed to the term in Clause 4.6;
- 1.1.39 “**Deed of Adherence**” means a deed of adherence to this Amended and Restated Shareholders’ Agreement to be executed in the format set out in **Schedule 5** hereto;
- 1.1.40 “**Dilutive Issuance**” shall have the meaning as ascribed to the term in Clause 12.1;
- 1.1.41 “**Director**” means with respect to each Group Company, a director of the said Group Company duly appointed on the Board in compliance with the provisions of the Act,

the Articles and the provisions of this Amended and Restated Shareholders' Agreement and shall include alternate and additional Directors, if any;

- 1.1.42 “**Dispute**” shall have the meaning as ascribed to the term in Clause 25.1;
- 1.1.43 “**Dispute Notice**” shall have the meaning as ascribed to the term in Clause 25.1;
- 1.1.44 “**Distributable Proceeds**” shall have the meaning as ascribed to the term in Clause 15.1;
- 1.1.45 “**Drag Along Right**” shall have the meaning as ascribed to the term in Clause 16.6.1;
- 1.1.46 “**Drag Notice**” shall have the meaning as ascribed to the term in Clause 16.6.1;
- 1.1.47 “**Drag Purchaser**” shall have the meaning as ascribed to the term in Clause 16.6.1;
- 1.1.48 “**Drag Sale**” shall have the meaning as ascribed to the term in Clause 16.6.1;
- 1.1.49 “**Dragged Shareholders**” shall have the meaning as ascribed to the term in Clause 16.6.1;
- 1.1.50 “**Dragging Investor**” shall have the meaning as ascribed to the term in Clause 16.6.1;
- 1.1.51 “**E-Durables**” shall mean E-Pack Components Private Limited (formerly known as E-Durables Prefab Private Limited), a company registered under the Companies Act, 2013 bearing Corporate Identification Number U74999UP2019PTC115950 and having its registered office at 61-B, Udyog Vihar, Surajpur, Kasna Road, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh 201306, India;
- 1.1.52 “**Eligible Pre-Emption Securities**” shall have the meaning as ascribed to the term in Clause 11.2;
- 1.1.53 “**Eligible Pre-Emption Shareholders**” shall have the meaning as ascribed to the term in Clause 11.2;
- 1.1.54 “**Encumbrance**” means:
  - (i) Any mortgage, charge (whether fixed or floating), pledge, equitable interest, lien, hypothecation, assignment, deed of trust, title deposit required by contract, security interest, encumbrance of any kind securing or conferring any priority of payment in respect of any obligation of any Person;
  - (ii) Any proxy, power of attorney, voting trust or agreement, option, right of other Persons to acquire, right of first offer, refusal, or Transfer restriction in favour of any Person;
  - (iii) Any adverse claim as to title, possession or use and other title exception of whatsoever nature, including, without limitation, any adverse judgement, order or ruling of any court or arbitral tribunal;
  - (iv) Other interference, restrictions, limitation or encumbrance of any kind or nature including restriction on use, voting rights, Transfer, receipt of income or exercise of any other attribute of ownership; and / or
  - (v) A contract, whether conditional or otherwise, to give or refrain from giving any of the foregoing.

Provided that, immediately post-Closing, any reference to “Encumbrance” shall exclude provisions, in the above respect, in the Articles;

- 1.1.55 “**Equity Shares**” means the equity shares of the Company each of face value INR 10 (Indian Rupees Ten);
- 1.1.56 “**Event of Default**” shall have the meaning as ascribed to the term in Clause 18.1;
- 1.1.57 “**Existing SHA**” shall mean the shareholders’ agreement dated 20 September 2021 entered into amongst the Parties (other than the New Investor, Nikhil Bothra, Nitin Bothra, Rajjat Kumar Bothra, Preity Singhania and Pinky Ajay Singhania);
- 1.1.58 “**Execution Date**” shall have the meaning ascribed to the term in the opening paragraph of this Amended and Restated Shareholders’ Agreement;
- 1.1.59 “**Existing Investors SSA**” means the share subscription agreement dated 20 September 2021 executed *inter-alia*, amongst the Company, the Existing Investors, Mr. Bajrang Bothra, Mr. Laxmi Pat Bothra, Mr. Ajay DD Singhania and Mr. Sanjay Singhania;
- 1.1.60 “**Existing Investor Director**” shall have the meaning ascribed to the term in Clause 4.2.1;
- 1.1.61 “**Existing Investor Observer**” shall have the meaning ascribed to the term in Clause 4.2.2;
- 1.1.62 “**Exit**” shall have the meaning as ascribed to the term in Clause 16.1;
- 1.1.63 “**Exit Transaction**” shall have the meaning as ascribed to the term in Clause 16.2;
- 1.1.64 “**Extended Pre-Emption Issue Offer Period**” shall have the meaning as ascribed to the term in Clause 11.4;
- 1.1.65 “**Fair Market Value**” means the fair market value of the Securities determined in accordance with Schedule 3 below;
- 1.1.66 “**First Adjourned Meeting**” shall have the meaning as ascribed to the term in Clause 4.9.4;
- 1.1.67 “**Financial Quarter**” means with respect to a company, the following periods of time: (i) April 1-June 30; (ii) July 1-September 30; (iii) October 1-December 31; and (iv) January 1-March 31;
- 1.1.68 “**Financial Year**” or “**FY**” means an accounting year commencing on April 1 in a given calendar year and ending on March 31 of the following calendar year;
- 1.1.69 “**Fully Diluted Basis**” means the calculation is to be made on the assumption that all outstanding convertible Securities (whether or not by their terms then currently convertible, exercisable, or exchangeable, including Securities convertible at the option of the holder or issuer of such Securities) stock options, warrants, including but not limited to any outstanding commitments to issue shares at a future date whether or not due to the occurrence of an event or otherwise, have been so converted, exercised or exchanged (or issued, as the case may be) into Equity Shares as per the terms of such convertible Securities. It is hereby clarified that for the purpose of computing the convertibility of the Series A CCPS prior to the date of determination of the New Investor Post Money Equity Valuation in accordance with Part B of Schedule 10 of



this Agreement, the New Investor Post Money Equity Valuation shall be deemed to be INR 11,91,00,00,000 (Indian Rupees One Thousand One Hundred and Ninety One Crore);

- 1.1.70 “**Further Issue**” shall have the meaning as ascribed to the term in Clause 11.1;
- 1.1.71 “**Global Trade Laws and Regulations**” means laws, regulations, rules, or guidelines relating to economic and trade sanctions, export or import control laws and all relevant regulations made in relation to any of the foregoing, which apply to the Business and dealings of the Group Companies;
- 1.1.72 “**Governing Law**” shall have the meaning as ascribed to the term in Clause 24;
- 1.1.73 “**Governmental Authority**” means any government or quasi-government authority, ministry, statutory or regulatory authority, government department, agency, commission, board, tribunal, judicial authority, quasi-judicial authority, or court or any entity exercising executive, legislative, judicial, regulatory or administrative, financial, supervisory, determinative, disciplinary or taxation functions of or pertaining to or purporting to have jurisdiction on behalf of or representing the Government of India, or any other relevant jurisdiction, or any state, municipality, district or other subdivision or instrumentality thereof, which has authority or jurisdiction with respect to the Business, the Promoters, and the Group Companies;
- 1.1.74 “**Group Companies**” means collectively the Company and any present or future Subsidiaries of the Company;
- 1.1.75 “**Immediate Relatives**” shall have the meaning as ascribed to the term in Clause 8.1.1;
- 1.1.76 “**Indebtedness**” of any Person, means any obligation of such Person (whether present, future, or contingent) for repayment of money for or in respect of:
- (i) borrowed money or determined as borrowed in accordance with applicable accounting principles (including short term borrowings that may be classified as current liabilities under applicable accounting principles);
  - (ii) debt (as defined under the Insolvency and Bankruptcy Code, 2016, and the rules and regulations framed thereunder);
  - (iii) all indebtedness of others secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any Encumbrance on the property of such Person;
  - (iv) any guarantee provided in the financial statements of any Group Company, that will have a recourse against any of the Group Companies;
  - (v) any amount raised pursuant to the issuance of debentures, notes, redeemable securities, preference shares, loan stock or any similar instrument;
  - (vi) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialized equivalent; and
  - (vii) any other transaction that have the commercial effects of a borrowing.
- 1.1.77 “**Independent Director**” shall have the meaning as ascribed to the term in Clause 4.2.1;

- 1.1.78 “**INR**” means Indian Rupees, the lawful currency of the Republic of India;
- 1.1.79 “**Intellectual Property**” means all registered and unregistered intellectual property rights, including inventions (ongoing or completed), invention registrations, approvals, patents and patent applications, trademarks, service marks, trade dress, logos, brands, domain names, trade names and corporate names, copyrights, computer software, trade secrets, business information (including pricing and cost information, distribution network, business and marketing plans, customer relationships and lists and supplier lists), know how, licenses, industrial designs, in-process research and development, engineering drawings, design drawings, technical documents, test data, databases and data collections, whether registered or registerable under applicable Law;
- 1.1.80 “**Investor Directors**” shall have the meaning as ascribed to the term in Clause 4.2.1;
- 1.1.81 “**Investor Observers**” shall have the meaning as ascribed to the term in Clause 4.2.2;
- 1.1.82 “**Investor Right of First Offer**” shall have the meaning as ascribed to the term in Clause 14.3.1;
- 1.1.83 “**Investor ROFO Acceptance Notice**” shall have the meaning as ascribed to the term in Clause 14.3.4;
- 1.1.84 “**Investor ROFO Acceptance Period**” shall have the meaning as ascribed to the term in Clause 14.3.4;
- 1.1.85 “**Investor ROFO Exercise Notice**” shall have the meaning as ascribed to the term in Clause 14.3.3;
- 1.1.86 “**Investor ROFO Exercise Period**” shall have the meaning as ascribed to the term in Clause 14.3.3;
- 1.1.87 “**Investor ROFO Notice**” shall have the meaning as ascribed to the term in Clause 14.3.2;
- 1.1.88 “**Investor ROFO Price**” shall have the meaning as ascribed to the term in Clause 14.3.3;
- 1.1.89 “**Investor ROFO Shares**” shall have the meaning as ascribed to the term in Clause 14.3.2;
- 1.1.90 “**Investor ROFO Terms**” shall have the meaning as ascribed to the term in Clause 14.3.3;
- 1.1.91 “**Investor ROFO Transfer Period**” shall have the meaning as ascribed to the term in Clause 14.3.7;
- 1.1.92 “**Investor ROFO Transferee**” shall have the meaning as ascribed to the term in Clause 14.3.1;
- 1.1.93 “**Investor Shares**” means the Securities held by the Investors in the Company from time to time;
- 1.1.94 “**IPO**” means the initial public offering of the Equity Shares or any other Securities of the Company, whether by a fresh issue of Equity Shares or any such other Securities by the Company, or a sale of the existing Equity Shares or any such other Securities held

by a Shareholder, or a combination of both, which (i) results in the listing of such Equity Shares or other Securities on a Recognised Stock Exchange, subject to maintenance of a minimum public shareholding in accordance with applicable Law; and (ii) is made in accordance with Clause 16.3;

1.1.95 “**Key Management Personnel**” means the Executive Chairman; Managing Director / Chief Executive Officer; any whole-time Directors; the Chief Financial Officer, Company Secretary; Director-Manufacturing; Head-Supply Chain; Chief Information Officer and the Business Head-Small Home Appliances;

1.1.96 “**Law**” means any applicable national, supranational, foreign, provincial, local or other law, regulations, including applicable provisions of: (i) constitutions, decrees, treaties, statutes, enactments, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Governmental Authority, statutory authority, court, tribunal having jurisdiction over the relevant Party; (ii) Approvals; and (iii) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority, statutory authority, court or tribunal; in each case having jurisdiction over such Party;

1.1.97 “**Liquidation Amount**” shall have the meaning as ascribed to the term in Clause 15.2;

1.1.98 “**Liquidation Event**” means:

- (i) a compromise or arrangement with any of the creditors / debtors of the Company or a winding up or dissolution of the Company either through a members' or creditors' voluntary winding-up process or a court directed winding-up process in accordance with the Act or the Insolvency and Bankruptcy Code, 2016;
- (ii) appointment of a provisional or official liquidator by an appropriate court under any applicable Law;
- (iii) Sale Event; and
- (iv) any transaction which will have the effect of the above or any combination of the above, in relation to the Company;

1.1.99 “**Lock In Period**” with respect to the New Investor on the one hand and the Existing Investors on the other hand, means the period expiring on the date on which such Investor’s rights under this Agreement fall away in accordance with Clause 26.12 upon triggering of the Fallaway Threshold;

1.1.100 “**Memorandum**” means with respect to each Group Company, the memorandum of association of the said Group Company, as amended from time to time in accordance with the provisions of the Act and this Amended and Restated Shareholders’ Agreement;

1.1.101 “**New Investor SSA**” means the share subscription agreement of even date executed *inter-alia*, amongst the Company, the New Investor, Mr. Bajrang Bothra, Mr. Laxmi Pat Bothra, Mr. Ajay DD Singhania and Mr. Sanjay Singhania;

1.1.102 “**New Investor Director**” shall have the meaning ascribed to the term in Clause 4.2.1;

1.1.103 “**New Investor Observer**” shall have the meaning ascribed to the term in Clause 4.2.2;

- 1.1.104 “**New Investor Post Money Equity Valuation**” means the Post Money Equity Valuation of the Company determined with respect to the Conversion Ratio of the Series A CCPS, arrived at in accordance with **Part B** of **Schedule 10**;
- 1.1.105 “**Offered Shares**” shall have the meaning as ascribed to the term in Clause 14.4.1;
- 1.1.106 “**Ordinary Course of Business**” means the usual, regular, recurring, and ordinary course of business of a Person (when taken individually or in aggregate), consistent with its past customs and practices only to the extent taken in accordance with applicable Law;
- 1.1.107 “**Permitted Transfer**” shall have the meaning as ascribed to the term in Clause 14.2.1;
- 1.1.108 “**Person**” means any individual, sole proprietorship, Governmental Authority, partnership, Hindu Undivided Family, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate and a natural person in his capacity as trustee, executor, administrator, or other legal representative or any other entity that may be treated as a ‘person’ under Law;
- 1.1.109 “**Pre-emptive Right**” shall have the meaning as ascribed to the term in Clause 11.1;
- 1.1.110 “**Pre-Emption Issue Notice**” shall have the meaning as ascribed to the term in Clause 11.2;
- 1.1.111 “**Pre-Emption Issue Offer Period**” shall have the meaning as ascribed to the term in Clause 11.3;
- 1.1.112 “**Promoter Director**” shall have the meaning as ascribed to the term in Clause 4.2.1;
- 1.1.113 “**Promoter Representative**” means Mr. Bajrang Bothra, and he shall exclusively, represent the Promoters (and the Promoters shall exclusively act and communicate through him) and act as the attorney-in-fact for the Promoters in all matters relating to this Amended and Restated Shareholders’ Agreement and to take all required decisions in respect of this Amended and Restated Shareholders’ Agreement with the power to sign, on their behalf, all modifications, amendments, Consents, notices and waivers related to this Amended and Restated Shareholders’ Agreement and to act on their behalf as their representative hereunder;
- 1.1.114 “**Promoter Affiliates**” shall have the meaning ascribed to it in **Part B** of **Schedule 1**;
- 1.1.115 “**Protected Issuance**” shall mean any issuance of Securities by the Company pursuant to: (i) any employee stock option plan approved in accordance with this Amended and Restated Shareholders’ Agreement; (ii) in order to give effect to an IPO in accordance with the terms of this Amended and Restated Shareholders’ Agreement; (iii) conversion of any Securities of the Company in accordance with the terms of issuance thereof; or (iv) any anti-dilution adjustment in accordance with the Transaction Documents;
- 1.1.116 “**Purchaser**” shall have the meaning as ascribed to the term in Clause 14.4.1;
- 1.1.117 “**Put Acceptance Notice**” shall have the meaning as ascribed to the term in Clause 16.5.2;
- 1.1.118 “**Put Option**” shall have the meaning as ascribed to the term in Clause 16.5.2;
- 1.1.119 “**Put Option Date**” shall have the meaning as ascribed to the term in Clause 16.5.2;

- 1.1.120 “**Put Option Notice**” shall have the meaning as ascribed to the term in Clause 16.5.2;
- 1.1.121 “**Put Price**” shall have the meaning as ascribed to the term in Clause 16.5.2;
- 1.1.122 “**Put Response Notice**” shall have the meaning as ascribed to the term in Clause 16.5.2;
- 1.1.123 “**QIPO Valuation**” shall mean a pre-money equity valuation of the Company which is equal to or greater than: 1.3 (one point three) times the New Investor Post Money Equity Valuation;
- 1.1.124 “**Recognised Stock Exchange**” means the Bombay Stock Exchange Limited or the National Stock Exchange of India Limited; or such other Indian or international stock exchanges as may be mutually Consented to by the Investors and the Promoters;
- 1.1.125 “**Related Party**” shall have the meaning as set forth in the Act and shall include Promoters and/or any Affiliates of the Promoters and/or the Group Companies;
- 1.1.126 “**Relative**” with respect to a natural Person, has the meaning given to such expression in Section 2(77) of the Companies Act, 2013;
- 1.1.127 “**Resolution Period**” shall have the meaning as ascribed to the term in Clause 25.1;
- 1.1.128 “**Restricted Party**” shall have the meaning as ascribed to the term in Clause 8.1.2;
- 1.1.129 “**Restricted Period**” shall have the meaning as ascribed to the term in Clause 8.1.3;
- 1.1.130 “**Right of First Offer**” shall have the meaning as ascribed to the term in Clause 13.4.1;
- 1.1.131 “**ROFO Acceptance Notice**” shall have the meaning as ascribed to the term in Clause 13.4.4;
- 1.1.132 “**ROFO Acceptance Period**” shall have the meaning as ascribed to the term in Clause 13.4.4;
- 1.1.133 “**ROFO Exercise Notice**” shall have the meaning as ascribed to the term in Clause 13.4.3;
- 1.1.134 “**ROFO Exercise Period**” shall have the meaning as ascribed to the term in Clause 13.4.3;
- 1.1.135 “**ROFO Notice**” shall have the meaning as ascribed to the term in Clause 13.4.2;
- 1.1.136 “**ROFO Price**” shall have the meaning as ascribed to the term in Clause 13.4.3;
- 1.1.137 “**ROFO Shares**” shall have the meaning as ascribed to the term in Clause 13.4.2;
- 1.1.138 “**ROFO Terms**” shall have the meaning as ascribed to the term in Clause 13.4.3;
- 1.1.139 “**ROFO Transfer Period**” shall have the meaning as ascribed to the term in Clause 13.4.5;
- 1.1.140 “**Sale Event**” means whether individually or in the aggregate:
- (i) the disposal, either directly or indirectly, by trade sale, lease, license or otherwise of more than 50% (Fifty Per Cent) of the Assets or business of (i) the

Company (including sale, disposal of, or issuance of Securities and/or voting rights in its Subsidiaries), and/or (ii) the Company's Subsidiaries, to any third party;

- (ii) the disposal or issuance to any Person, in each case either directly or indirectly, of more than 50% (Fifty Per Cent) of the Share Capital and/or voting rights of the Company (on a Fully Diluted Basis in case of issuance of new Securities); or
- (iii) the merger, restructuring, reorganization or consolidation of the Company or its Subsidiaries accounting for more than 50% (Fifty Per Cent) of the Assets and/or the shareholding of the Company or its Subsidiaries with or into another company whereby any Person will acquire, directly or indirectly, more than 50% (Fifty Per Cent) of the share capital and/or voting rights of the surviving company on a Fully Diluted Basis, in such merger or consolidation; (each of the foregoing being referred to individually as a "**Sale Event**");

1.1.141 "**Sale Securities**" shall have the meaning as ascribed to the term in **Schedule 5**;

1.1.142 "**Sanctioned Person**" shall mean any Person with whom dealings are restricted or prohibited by Sanctions Laws and Regulations, including: (i) any Person identified in any sanctions list maintained by: (a) the United States Department of Treasury, Office of Foreign Assets Control, the United States Department of Commerce, Bureau of Industry and Security, or the United States Department of State; (b) the United Nations Security Council; (c) the European Union; or (d) HM Treasury of the United Kingdom; (ii) any Person located, organised, or resident in, or a Government Authority or government instrumentality of, a country or territory with which dealings are restricted or prohibited under Sanctions Laws and Regulations;

1.1.143 "**Sanctions Laws and Regulations**" shall mean all laws concerning embargoes, economic sanctions, export restrictions, the ability to make or receive international payments, the ability to engage in international transactions, or the ability to take an ownership interest in assets located in a foreign country, including those administered or enforced by the United States, the United Nations Security Council, the European Union, the United Kingdom, or any other jurisdiction where any Group Company operates;

1.1.144 "**Second Adjourned Meeting**" shall have the meaning as ascribed to the term in Clause 4.9.4;

1.1.145 "**Securities**" in respect of a company means equity shares, preference shares, equity linked instruments, any other equity, ownership or economic interest, profit/income participation, any option, warrant bonds, debentures, instrument or other security or right issued by such company which is directly or indirectly convertible into or exercisable or exchangeable for equity shares or which carries a right to subscribe to or purchase equity shares, or any obligation measured by the price or value of equity shares, or certificate representing a beneficial ownership interest in the shares or other securities of such company;

1.1.146 "**Selling Promoter**" shall have the meaning as ascribed to the term in Clause 14.4.1;

1.1.147 "**Series A CCPS**" means compulsorily convertible preference shares issued by the Company to the New Investors on the terms and conditions set out in the New Investor SSA, the terms of which Series A CCPS are restated in **Part B** of **Schedule 10**;

1.1.148 "**Share Capital**" means the total issued and paid-up equity share capital of the Company computed on a Fully Diluted Basis;

- 1.1.149 “**Shareholder**” or “**Shareholders**” means a Person who holds Equity Shares or Securities of the Company, and the term “**Shareholding**” shall be construed accordingly (computed on a Fully Diluted Basis);
- 1.1.150 “**Shareholders’ Meeting**” means a meeting of the Shareholders conducted in accordance with the provisions of the Act, the Articles and this Agreement;
- 1.1.151 “**Shareholders Meeting Notice**” shall have the meaning as ascribed to the term in Clause 5.2.1;
- 1.1.152 “**Shortfall**” shall have the meaning as ascribed to the term in Clause 15.3;
- 1.1.153 “**SIAC**” shall have the meaning as ascribed to in the term in Clause 25.2;
- 1.1.154 “**SIAC Rules**” shall have the meaning as ascribed to in the term in Clause 25.2;
- 1.1.155 “**Solicitation**” shall have the meaning as ascribed to the term in Clause 8.3;
- 1.1.156 “**Standstill Period**” shall have the meaning as ascribed to the term in the New Investor SSA;
- 1.1.157 “**Subsidiary**” shall have the meaning ascribed to the term under the Act and shall include E-Durables;
- 1.1.158 “**Tag Notice**” shall have the meaning as ascribed to the term in Clause 14.4.3;
- 1.1.159 “**Tag Right**” shall have the meaning as ascribed to the term in Clause 14.4.1;
- 1.1.160 “**Tag Shares**” shall have the meaning as ascribed to the term in Clause 14.4.1;
- 1.1.161 “**Tagged Shares**” shall have the meaning as ascribed to the term in Clause 14.4.3;
- 1.1.162 “**Tagging Shareholder**” shall have the meaning as ascribed to the term in Clause 14.4.1;
- 1.1.163 “**Tax**” or “**Taxes**” means all forms of direct and indirect, present and future taxation, including taxation with reference to profits, gains, cess, property, minimum alternate tax, alternate minimum tax, buyback taxes, goods and services tax, gross receipts, duties (including stamp duties), payroll, levies, imposts, including without limitation corporate income–tax, wage withholding tax, fringe benefit tax, provident fund, employee state insurance and gratuity contributions, capital gains tax, value added tax, customs, service tax, excise duties, fees or levies and other legal transaction taxes, distribution taxes (including dividend distribution taxes), withholding tax, tax collected at source, securities transaction tax, professional tax, real estate taxes, other municipal taxes and duties, environmental taxes and duties, any liability or obligation for the payment of any amounts of the type described earlier, equalization levy, together with any surcharges, cesses, costs, charges, interest, penalties, surcharges or fines relating thereto, assessments, or addition to tax, due or payable on own account or in a representative capacity, that is;
- (i) levied, imposed upon, or claimed to be owed by any Governmental Authority;  
or
  - (ii) required to be remitted to, or collected, withheld, or assessed by, any Governmental Authority;

- 1.1.164 “**Third Party Purchaser**” means: (i) with respect to an Investor, a third party to whom the said Investor proposes to sell its Securities, but does not include an Affiliate of the Investor or a Sanctioned Person; and (ii) with respect to a Promoter, means a third party to whom the Promoter propose to sell their Securities, but does not include his/her Affiliates, another Promoter or their Affiliates, or a Sanctioned Person;
- 1.1.165 “**Third Party Sale**” shall have the meaning as ascribed to the term in Clause 16.4.1;
- 1.1.166 “**Transaction Documents**” shall mean: (i) this Agreement; (ii) the Existing Investors SSA; and (iii) the New Investor SSA;
- 1.1.167 “**Transfer**” means to transfer, sell, assign, Encumber, place in trust (voting or otherwise), exchange, gift, or transfer by operation of applicable Law or in any other way, dispose of, whether or not voluntarily and whether directly or indirectly (pursuant to the transfer of an economic or other interest, the creation of a derivative security or otherwise);
- 1.1.168 “**Transferee**”/ “**Subscriber**” shall have the meaning as ascribed to the term in **Schedule 5**;
- 1.1.169 “**Transferor**” shall have the meaning as ascribed to term in **Schedule 5**;
- 1.1.170 “**Transferring Investor**” shall have the meaning as ascribed to the term in Clause 13.4.1; and
- 1.1.171 “**Transferring Promoter**” shall have the meaning as ascribed to the term in Clause 14.3.1.

## 1.2 Interpretation

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- 1.2.1 the descriptive headings, sub-headings, titles and subtitles to Clauses, Schedules and Annexures are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement;
- 1.2.2 the recitals, Schedules and Annexures of this Agreement form an integral part of this Agreement;
- 1.2.3 time is of the essence in the performance of the Parties’ respective obligations under this Agreement. If any time period is specified hereunder is extended, such extended time shall also be of the essence;
- 1.2.4 the use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to any Person or Persons or circumstances except as the context otherwise permits;
- 1.2.5 if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.2.6 the terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this Agreement mean and refer to this Agreement and not to any particular Clause of this Agreement. The terms “Clause” or “sub-clause” mean and refer to the Clause or sub-



clause of this Agreement. The terms “paragraph” or “sub-paragraph” mean and refer to the paragraph or sub-paragraph of relevant Schedule to this Agreement;

- 1.2.7 a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated, or replaced as per the terms of such agreement or document, and except to the extent prohibited by such agreement or document;
- 1.2.8 a reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible or tangible form;
- 1.2.9 a reference to a statutory provision, rule, ordinance, legislation, or other Law shall include any amendment, replacement, modification or re-enactment thereof and any reference to this Agreement or any other agreement shall include any amendment, replacement, or modification to such agreement, made in accordance with the terms thereof;
- 1.2.10 unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of such period is not a Business Day; and whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following;
- 1.2.11 wherever the word “includes”, “includes,” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation” and the ‘ejusdem generis’ rule shall be disregarded;
- 1.2.12 the right of an Investor to subscribe, purchase, or Transfer Securities shall include the right to subscribe, purchase or Transfer Securities through any of the Affiliates of such Investor, subject to such Affiliate executing a Deed of Adherence;
- 1.2.13 for the purposes of computing the percentage shareholding or number of shares of the Company held by an Investor, the Securities of the Company held by all the Affiliates of the Investors shall also be considered;
- 1.2.14 all provisions shall be interpreted and construed in accordance with their meanings, and not strictly for or against either Party, regardless of which Party may have drafted this Agreement or a specific provision;
- 1.2.15 representations and warranties made by the Promoters shall be made on a joint and several basis by the Promoters, the obligations of the Promoters under this Agreement shall be on a joint and several basis;
- 1.2.16 for the purposes of this Agreement, the Promoters shall, exclusively act through the Promoter Representative and all actions, decisions, intimations, consents, waivers or any other written or oral communications made by the Promoter Representative shall bind all the Promoters;
- 1.2.17 for the purposes of the Agreement and subject to Clause 26.5, the Existing Investors shall act as a single block and all actions, decisions, intimations, consents, waivers or any other written or oral communications shall be made jointly by the Existing Investors;

- 1.2.18 phrases such as “satisfactory to the Investor”, “to the Investor’ satisfaction”, “acceptable to the Investor”, and phrases of similar import mean the occurrence of the relevant event or circumstance or fulfilment of the relevant condition to the satisfaction and acceptability solely of the respective Investors;
- 1.2.19 any reference to the phrase “Consent of the Investors”/ “Investors’ Consent” and phrases of similar import shall be consent given or withheld at the discretion of the Existing Investors (in accordance with Clause 1.2.17) on the one hand and the New Investor on the other hand. The consent given shall be in writing and may be given subject to such terms and conditions as the Existing Investors (in accordance with Clause 1.2.17) and/or the New Investor (as the case may be) may at such time deem fit to impose and such terms and conditions shall be deemed incorporated in this Agreement;
- 1.2.20 all references to shareholding of the Investors shall be on a Fully Diluted Basis;
- 1.2.21 all references to the number of shares and shareholding shall be adjusted for any bonus share splits, share consolidation and reduction of capital of the Company, as the case maybe;
- 1.2.22 the term “directly or indirectly” in relation to a Party means and includes any direct or indirect action/s on the part of or by or on behalf of such Party, either by itself, or through or in conjunction with or on behalf of any other Person, including through an Affiliate, employee, consultant, proprietor, partner, director, contractor or otherwise; and
- 1.2.23 the Company and the Promoters shall ensure that the Subsidiaries comply with the obligations, covenants and restrictions and enforcement of rights of the Investors under this Agreement (as relevant to the Subsidiaries).
- 1.3 If any provision in this Clause 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

## 2. EFFECTIVE DATE

This Amended and Restated Shareholders’ Agreement shall become effective with respect to each Investor, in the manner specified below:

- 2.1 **Existing Investors:** The Existing SHA shall continue to remain in full force and effect with respect to the parties thereto, until Closing occurs in the manner set out in the New Investor SSA; and
- 2.2 **New Investor:** Clauses 1 (*Definitions and Interpretation*), 8.2 (*Non-competition*), 8.3 (*Non-Solicitation*), 17 (*Representations and Warranties*), 20 (*Survival*), 21 (*Notices*), 22.1 (*Confidentiality*), 23 (*Announcements*), 24 (*Governing Law*), 25 (*Dispute Resolution*), 26 (*Miscellaneous*), other than Clauses 26.11 (*Investors not to be considered a “Promoter”*), 26.12 (*Fall away of rights*) and 26.17 (*Conflict with Articles*) and this Clause 2 shall be effective from the Execution Date of this Agreement. The remaining provisions shall come into effect from the Closing Date.

It is hereby clarified that once Closing occurs in the manner set out in the New Investor SSA, this Agreement will solely record the mutual rights and obligations of the Promoters and the Investors as Shareholders in complete supersession and replacement of the Existing SHA.

It is agreed that if Closing doesn't occur in the manner set out in the New Investor SSA or the New Investor SSA is terminated in accordance with terms thereof, this Agreement shall automatically terminate without requiring any deed or actions on part of from any Parties.

### **3. CONDUCT OF BUSINESS**

#### **3.1 Business Plan & Annual Budget**

The Business Plan for the period ending on March 31, 2028 is annexed hereto at **Schedule 9**. The details pertaining to FY23 set out in such Business Plan is the Annual Budget for the Financial Year ending on March 31, 2023.

3.2 The Key Management Personnel shall prepare and present an Annual Budget for the immediately succeeding Financial Year, 30 (Thirty) days before the start of each Financial Year, which Annual Budget shall be prepared in line with the prevailing Business Plan. At least 7 (Seven) days before the commencement of a Financial Year, prior Investors' Consent and consent of the Board shall be obtained for the Annual Budget for such ensuing Financial Year.

3.3 It is hereby clarified that no consent granted by an Investor for a line item under the Business Plan or Annual Budget, shall be construed as Investor Consent with respect to such Investor for any other related AVM Item or prejudice its right to approve or reject any other AVM Items under Clause 6 of this Agreement. Provided however, if any specific line items, for which adequate details have been provided to the Investors, have been approved with the Investors' Consent as a part of the Annual Budget, the matters already expressly approved shall not require any separate Investors' Consent, even if they form part of subject matter of other AVM Items.

### **4. THE COMPANY BOARD**

#### **4.1 General Covenants**

The Investors and the Promoters shall: (i) subject to applicable Law, cause their respective nominee Directors on the Board to exercise their voting rights in any Board Meeting and a meeting of the committee of the Board; and (ii) exercise their respective votes or cause the exercise of their votes at any Shareholders' Meeting; to take all actions necessary to ensure the rights and obligations of the Parties as specified under this Agreement, the Transaction Documents (including any amendments thereto) and under the Charter Documents of the Company as on the Closing Date and from time to time thereafter are complied with.

#### **4.2 Constitution and functions of the Board of the Company**

##### **4.2.1 Number of Directors**

With effect from the Closing Date, the Board of the Company shall comprise up to 9 (Nine) Directors and shall be constituted as follows:

- (i) the Promoters shall have the right to nominate 5 (Five) Directors on the Board (each a "**Promoter Director**");
- (ii) Investor 1 shall have the right to nominate 1 (One) Director ("**Existing Investor Director**");
- (iii) the New Investor shall have the right to nominate 1 (One) Director ("**New Investor Director**"); and
- (iv) the Board will appoint up to 2 (Two) Independent Directors (each an "**Independent Director**"). The Independent Directors shall be nominated by

the Promoters in consultation with the Investors and by duly considering any recommendations made by the Investors in this regard. The Promoters shall ensure that each Independent Director has relevant industry experience, qualifications, and attributes to serve as a Director.

The Existing Investor Director and the New Investor Director are collectively hereinafter referred to as the “**Investor Directors**” and individually as an “**Investor Director**”.

#### 4.2.2 **Investor Observers**

The following Investors shall have the right to appoint 1 (One) observer each to the Board:

- (i) Investor 1, which observer shall be an employee of the Existing Investors, ICICI Venture and / or their respective Affiliates (“**Existing Investor Observer**”).
- (ii) New Investor, which observer shall be an employee of the New Investor, Affirma Capital Managers (Singapore) Pte. Ltd and / or their respective Affiliates (“**New Investor Observer**”).

The Existing Investor Observer and the New Investor Observer are collectively hereinafter referred to as the “**Investor Observers**” and individually as an “**Investor Observer**”. During his / her appointment as the Investor Observer, an Investor Observer shall not act as a director / observer on the board of directors of a Competitor.

- (iii) Each Investor Observer shall be entitled to attend the Board Meetings of the Company and all committees of the Board of the Company. Each Investor Observer shall: (a) have the right to receive all notices, documents, agenda, and information provided to the Board and/or committee members at the same time as they are furnished to the Board and/or committee members or to which the Board and/or committee members have access; and (b) be entitled to attend and speak at all meetings of the Board or committees thereof. It is clarified that no Investor Observer shall be considered for quorum at Board Meetings or meetings of the committee of the Board and shall not be entitled to vote on any resolution proposed to be adopted at a Board Meeting or the meeting of any committee thereof. In addition to the appointment right above, the Investor 1 and the New Investor shall be entitled to remove and replace their respective Investor Observer by providing notice to the Company.

#### 4.3 **Alternate and additional Directors**

4.3.1 The Investors and the Promoters, as the case may be, in accordance with applicable Law, may nominate an alternate for a Director nominated by such Person (i.e., Existing Investors may nominate an alternate Director with respect to the Existing Investor Director, New Investor may nominate an alternate Director with respect to the New Investor Director, and the Promoters may nominate an alternate Director with respect to any Promoter Director) and the Board shall appoint such nominated Person as an alternate to each such Director. Upon appointment, an alternate Director shall be entitled to constitute the quorum, vote, provide consent, sign resolutions and exercise all such rights that the Director for whom he/ she is an alternate, is entitled to, in relation to the matters of the Board and committees constituted by the Board.

4.3.2 Subject to terms of this Agreement including Clause 4.2.1 above, the Board shall be entitled to appoint additional Directors.

#### 4.4 Nominee Directors

- 4.4.1 (i) The Existing Investor Director shall: (a) be a Person not disqualified to act as a director under the Act; and (b) be an employee of the Existing Investors, ICICI Venture and/or their respective Affiliates. During his / her appointment as the Existing Investor Director, the Existing Investor Director shall not act as a director / observer on the board of directors of any Competitor. (ii) The New Investor Director shall be: (a) a Person not disqualified to act as a director under the Act; and (b) an employee of the New Investor and/or any of its Affiliates. During his / her appointment as the New Investor Director, the New Investor Director shall not act as a director / observer on the board of directors of any Competitor. (iii) The Promoter Directors shall: (a) be a Person not disqualified to act as a director under the Act; (b) with respect to the Company, be a Promoter and/or his Immediate Relatives, except for one Promoter Director who can be an employee of the Group Companies; and (c) with respect to other Group Companies (other than the Company), be a Promoter, Immediate Relatives of the Promoters and/or employees of Group Companies.
- 4.4.2 Each Shareholder shall exercise all rights and powers available with them, including the exercise of votes at Board Meetings and Shareholders' Meetings, to procure that effect is given to any nominations made by the Investors for appointment of their respective Investor Directors and Promoters for Promoter Directors under Clauses 4.2 and 4.3 above and withdrawal of the respective Investor Director, as notified by the relevant Investor(s) and withdrawal of Promoter Directors, as notified by the Promoters. Subject to Clause 4.4.1 above, no Person other than the Existing Investors or the New Investor shall be permitted to remove or replace, at any time and for any reason whatsoever, the Existing Investor Director or the New Investor Director, respectively. Subject to applicable Law, Clause 4.4.1 and except as otherwise provided under this Agreement, no Person other than the Promoters shall be permitted to remove or replace, at any time and for any reason whatsoever, the Promoter Directors.
- 4.4.3 Investor 1 and/or the New Investor may require the withdrawal of their respective Investor Director nominated by it, including any alternate Director appointed in accordance with Clause 4.3 above, and nominate another individual as its nominee Director in place of the Investor Director so removed, and the other Parties shall exercise their rights to ensure the withdrawal and appointment of the Investor Director as aforesaid.
- 4.4.4 Each Investor Director appointed under Clauses 4.2 and 4.3 shall:
- (i) be a non-executive Director;
  - (ii) not be liable to retire by rotation;
  - (iii) not be responsible for day-to-day operation/ management of the Business;
  - (iv) not be liable for any default or failure of the Company in complying with the provisions of applicable Law (including Tax, environmental Laws, and labour Laws);
  - (v) not incur any liabilities, losses and expenses or be liable for any default or failure of the Company in complying with applicable Law; and
  - (vi) not be designated or identified as 'officer in default' of the Company under applicable Law or be construed or designated as an 'occupier', 'promoter', 'manager', 'operator', 'employer', 'principal employer' or any other comparable position, designation or Person under any applicable Law including

for the purposes of any new applications for approval of any Governmental Authority being made by the Company. In the event any Governmental Authority takes a view or draws an inference that an Investor Director, is a 'Compliance Officer', 'Sponsor', 'Promoter', 'Occupier' or 'Officer in Charge' or 'Officer who is in Default' or any other such designation, then the Parties shall co-operate with each other to make such representations and make full disclosures to Governmental Authority to rectify such inference or view under applicable Law.

#### 4.5 **Costs and Expenses**

Each Investor Director shall be entitled to all the privileges and powers that the other Directors, are entitled to. All expenses and costs for travelling and accommodation incurred by an Investor Director and Investor Observer for attending meetings of the Board of the Group Companies or for the Group Companies' work shall be borne by the Company or the relevant Group Company (to the extent such costs have been incurred with the prior permission of the relevant Group Company) and shall be paid to Investor 1 or the New Investor (as the case may be) or as directed by Investor 1 or the New Investor (as the case may be).

#### 4.6 **Directors' & Officers' Liability Insurance**

The Company shall, at all times, maintain a directors' and officers' liability insurance policy covering all Directors (including both the Investor Directors on the Board of the Company and other Group Companies and Independent Directors) ("**D&O Insurance**"). The total coverage under the D&O Insurance for the Group Companies shall not be less than INR 35,00,00,000 (Indian Rupees Thirty-Five Crores) in aggregate in any Financial Year, or such other amount as may be mutually agreed in writing between the Investors and the Promoters.

#### 4.7 **Directors' Indemnity**

Each Investor Director and the Independent Directors shall be indemnified, out of the assets and capital of the Company against any liability incurred by each Investor Director(s) (and/or any alternate Directors to such Investor Director) and Independent Directors in defending any proceedings, whether civil or criminal, against the Company. The Parties hereby agree that each Investor Director nominated on the Board and the Independent Directors nominated on the Board, shall not be liable for, and the Company shall indemnify, to the fullest extent permissible under applicable Law, each Investor Director or Independent Directors against: (i) any act, omission or conduct of or by the Board of the Company, any of its committees, or its employees or agents as a result of which, in whole or in part, any of the Investor Directors / the Independent Directors are made a party to, or otherwise incurs any loss pursuant to, any action, suit, claim or proceeding arising out of or relating to any such conduct; or (ii) any action or failure to act as may be required to be taken/omitted by each Investor Director/ Independent Directors at the request of or with the consent of the Company; and/or (iii) any loss incurred by each Investor Director / Independent Directors as a result of any contravention of applicable Law by the Company and any action or proceedings taken against each Investor Director / Independent Directors in connection with any such contravention or alleged contravention by the Company.

#### 4.8 **Quorum**

Quorum for a meeting of the Board and committees of the Board shall be as per the Act, provided that, no quorum shall be validly constituted, at a meeting of the Board or committees of the Board, unless at least 1 (One) Existing Investor Director, 1 (One) New Investor Director and 1 (One) Promoter Director is present at the commencement of such meeting and throughout its proceedings. It is hereby clarified that, if Investor 1 or the New Investor or the Promoters or any of their respective nominee Directors specifically waive the quorum right available with

their respective nominee Directors to any Board Meeting, then the presence of the nominee Director shall not be required for the quorum for such Board Meeting.

#### 4.9 **Meetings of the Board**

- 4.9.1 The Board shall meet at least once in every Financial Quarter or at such higher frequency as may be necessary for the requirements and exigencies of the Business or under the Act.
- 4.9.2 Meetings of the Board shall be convened by giving at least 7 (Seven) Business Days' prior written notice to each of the Directors. Subject to applicable Law, meetings of the Board may be convened at shorter notice with the consent of at least: (i) 1 (One) Existing Investor Director; (ii) 1 (One) New Investor Director; and (iii) 1 (One) Promoter Director.
- 4.9.3 A written notice to all Directors at their respective addresses in writing or by electronic mail shall be issued at least 7 (Seven) Business Days prior to the Board Meeting, unless a written consent for a shorter notice period has been obtained in accordance with Clause 4.9.2 above, for convening a Board Meeting, which notice shall be accompanied by a written agenda specifying the location, date and time ("**Board Meeting Agenda**"), and providing copies of all papers relevant for such Board Meeting. Subject to Clause 6 below, a matter if not included in the Board Meeting Agenda may be discussed at a meeting of the Board or an adjourned meeting of the Board, subject to the prior consent of the Existing Investor Director, the New Investor Director and the Promoter Representative. For the avoidance of doubt, it is hereby clarified that, an AVM Item shall not form a part of the Board Meeting Agenda without the Investors' Consent.
- 4.9.4 If a Board Meeting is not held at the time appointed for the meeting due to lack of quorum as specified in Clause 4.8 above, then the meeting shall be adjourned to 3 (Three) Business Days after date of the original meeting and at the same time and place as the original meeting ("**First Adjourned Meeting**"). If the day falling 3 (Three) Business Days after the original meeting is not a Business Day, then the First Adjourned Board Meeting will be held on the immediately next Business Day. If the quorum specified in Clause 4.8 is not present at such First Adjourned Board Meeting, then notwithstanding anything specified in Clause 4.8 but subject to applicable Law and provisions of Clause 6 hereto, the Directors present at such First Adjourned Board Meeting shall constitute valid quorum provided however, no discussion or decision on any AVM Items, included in the Board Meeting Agenda with Investors' Consent, as provided under Clause 4.9.3 above, shall take place unless the Existing Investor Director and the New Investor Director are present throughout such First Adjourned Board Meeting. If the Existing Investor Director and the New Investor Director are not present throughout such First Adjourned Board Meeting and if the Board Meeting Agenda includes an AVM Item, then for the purposes of discussion and decision of the AVM Item, the First Adjourned Meeting shall be further adjourned to 3 (Three) Business Days after the date of the First Adjourned Board Meeting and at the same time and place as the original meeting ("**Second Adjourned Meeting**"). If the day falling 3 (Three) Business Days after the First Adjourned Meeting is not a Business Day, then the Second Adjourned Board Meeting will be held on the immediately next Business Day. If the quorum specified above in Clause 4.8 is not present at the Second Adjourned Board Meeting, then notwithstanding anything specified in Clause 4.8 but subject to applicable Law and provisions of Clause 6 hereto, the Directors present at such Second Adjourned Board Meeting shall constitute valid quorum provided however, no discussion or decision on any AVM Items, or any matter which is not already included in the Board Meeting Agenda, shall take place unless Investors' Consent has been obtained in the manner provided in this Clause 4.9.3. For the purposes of this Sub-Clause 4.9, Business Days shall be read as those applicable in India only.

4.9.5 Subject to applicable Law, the Company shall hold meetings of the Board, and any Director shall be entitled to participate in a meeting of the Board, by any audio-visual means or video conferencing facility or any other means of contemporaneous communication, in the manner permitted under applicable Law.

#### 4.10 **Decisions of the Board**

4.10.1 Without prejudice to the other provisions of this Agreement and subject to Clause 6 below, at any Board Meeting of the Company, each Director may exercise 1 (One) vote.

4.10.2 All resolutions and decisions of the Board shall require the consent of majority of Directors, present at the meeting of the Board, provided that for all resolutions and decisions by the Board relating to AVM Items, prior Investors' Consent shall be required as per Clause 4.9 and Clause 6.

#### 4.11 **Resolution by Circulation**

Subject to compliance with the relevant requirements of the Act, a written resolution circulated to all the Directors or members of committees of the Board and confirmed in writing by a majority of such Directors who are entitled to vote on the resolution, shall be as valid and effective as a resolution duly passed at a Board Meeting or committee of the Board called and held in accordance with this Agreement and the Charter Documents; provided however such resolution has been circulated in draft form, together with the relevant papers, if any, to all the Directors. Notwithstanding the above, if the resolution proposed to be passed by circulation pertains to an AVM Item, then prior Investors' Consent is to be obtained as per and in accordance with the provisions of Clause 6. Notwithstanding anything stated herein, upon adoption of any matter by way of circular resolution, a certified copy of the said resolution shall be furnished to the Investors and the Directors forthwith and in any event not later than 14 (Fourteen) Business Days from the date of adoption of such resolution.

#### 4.12 **Chairman of the Board meetings**

The meetings of the Board shall be presided over by the chairman who shall be nominated by the Promoter ("**Chairman**"). The Chairman shall not have a casting vote. In the absence of the Chairman at any Board Meeting, the Board may elect any other Director present at such meeting to chair such Board Meeting.

#### 4.13 **Compliance Certificate**

The Chief Financial Officer of the Company shall provide a compliance certificate to the Board on an annual basis as per format agreed with the Investors.

#### 4.14 **Committees of the Board**

4.14.1 The Company shall, if required by the Investors, constitute committees of the Board from time to time. On the Closing Date, the Board shall re-constitute the audit committee ("**Audit Committee**") which shall comprise of 5 (Five) Directors, i.e., 1 (One) Existing Investor Director, 1 (One) New Investor Director, 2 (Two) Promoter Directors and 1 (One) Independent Director. The functions of the Audit Committee shall include: (i) the recommendation for appointment, remuneration and terms of appointment of auditors of the Company; (ii) review and monitor the auditor's independence and performance, and effectiveness of audit process; (iii) examination of the financial statement and the auditors' report thereon; and (iv) approval or any subsequent modification (including providing an omnibus approval) of transactions of the company with Related Parties.



- 4.14.2 Without prejudice to the foregoing, each of Investor 1 and New Investor shall have the right to the appointment of their respective Investor Director to each of the committees of the Board. The provisions of Clauses 4.8 to 4.14 of this Agreement relating to Board Meeting of the Company shall be applicable mutatis mutandis to the meeting of such committees of the Board of the Company.

## **5. SHAREHOLDERS' MEETINGS**

### **5.1 Quorum**

The quorum for Shareholders' meeting (including any adjourned meeting) shall be determined as per the Act, provided that, no quorum shall be validly constituted at a meeting of the Shareholders, unless at least 1 (One) authorized representative of the Existing Investors, 1 (One) authorized representative of the New Investor and at least 1 (One) authorised representative of the Promoters are present at the commencement of such meeting and throughout its proceedings.

### **5.2 Meetings of the Shareholders**

5.2.1 A minimum 21 (Twenty-One) days' prior written notice of any Shareholders Meeting shall be provided to all Shareholders, unless Shareholders representing 85% (Eighty Five Percent) of the Share Capital have given their consent for such Shareholders' Meeting to be called at shorter notice under the Act. The notice of the scheduled Shareholders' Meeting shall be accompanied by a written agenda, specifying the location, date, time, and agenda (collectively being referred to as the "**Shareholders Meeting Notice**"). Subject to Clause 6 below, a matter if not included in the Shareholders Meeting Notice shall not be discussed at the Shareholders' Meeting or an adjourned Shareholders' Meeting, without the consent of the Existing Investors, the New Investor and the Promoters. For the avoidance of doubt, it is hereby clarified that, an AVM Item shall not be included in the agenda of a Shareholders' Meeting without the Investors' Consent under Clause 6 below.

5.2.2 If a valid quorum (as per Clause 5.1) is not present for a Shareholders' Meeting within 30 (Thirty) minutes of the time specified for the meeting, then the meeting shall be adjourned to the same day of the next week at the same time and place as the original meeting. If the valid quorum (as per Clause 5.1) is not present at such adjourned Shareholders' Meeting within 30 (Thirty) minutes of the time specified for the adjourned Shareholders' Meeting, then notwithstanding anything contained in Clause 5.1, the Shareholders present at the adjourned Shareholders' Meeting shall constitute valid quorum provided, however, no discussion or decision on any AVM Items shall take place unless Investors' Consent has been obtained prior to including the relevant AVM Item in the agenda of the Shareholders Meeting and at least 1 (One) authorized representative of the Existing Investors and 1 (One) authorized representative of the New Investor are present at the commencement of such meeting and throughout such adjourned Shareholders' Meeting.

5.2.3 Subject to applicable Law, the Company shall be entitled to hold meetings of the Shareholders and any Shareholder shall be entitled to participate in meetings of the Shareholders by any audio-visual means or video conferencing facility permitted under applicable Law.

### **5.3 Decisions of the Shareholders**

5.3.1 Without prejudice to Clause 6 below, the Shareholders shall vote on the basis of Securities held by them at all meetings of the Shareholders in such a manner so as to give effect to the terms of this Agreement.

- 5.3.2 All voting at any Shareholders' meeting shall be by way of a show of hands, unless poll is demanded as per the provisions of the Act.
- 5.3.3 Subject to applicable Law, all decisions of the Shareholders shall be made by ordinary or special resolutions, as required under the Act and the rules and regulations framed thereunder, and AVM Items will require prior Investors' Consent in accordance with Clause 6.
- 5.3.4 Unless otherwise decided by the Shareholders present and voting, the Chairman of the Board shall also be the chairman of the Shareholders' Meeting. The chairman shall not have a casting vote.
- 5.3.5 Any Shareholder of the Company may appoint (in writing) another Person as its proxy (and in case of a corporate shareholder, an authorized representative may appoint (in writing) another Person as its proxy) to attend a meeting and vote in the meeting on such Shareholder's behalf.
- 5.3.6 Subject to applicable Law, in the event each of the Investors and their respective Affiliates or the Promoters and their respective Affiliates (as the case may be) hold any convertible Securities (excluding warrants, stock options, or any other unfunded or partially funded or unpaid or partly paid Securities), each of the Investors and their respective Affiliates, or the Promoters and their Affiliates (as the case may be) shall be entitled to vote on any matter placed before any meeting of the Shareholders, on a Fully Diluted Basis on such convertible Securities (excluding warrants, stock options, or any other unfunded or partially funded or unpaid or partly paid Securities).

## **6. AFFIRMATIVE VOTING RIGHTS**

- 6.1 The Company, its Shareholders and Directors or any of their respective delegates shall not directly or indirectly, take any action or decision in respect of any of the matters set out in of **Schedule 4** ("Affirmative Vote Matters" or "AVM Items") including at a Board Meeting, meeting of Board committees, and / or Shareholders' Meeting without first obtaining Investors' Consent.
- 6.2 In furtherance to Clause 6.1 above, the Parties hereby agree that AVM Items shall only form a part of the Board Meeting Agenda or agenda at the Shareholders' Meeting and be discussed, approved or transacted upon by the Company, whether at the Board of the Company, a committee of the Board of the Company or at meetings of Shareholders of the Company, if the same has been approved by way of Investors' Consent prior to the inclusion of such AVM Items in the agenda of the Board Meeting, meeting of the committee of the Board or Shareholders Meeting (as may be applicable). Upon receipt of a request from the Company to include an AVM Item in the agenda of any Board Meeting or Shareholders' Meeting, the Investors shall be required to respond within 7 (Seven) days from receipt of such request with respect to their respective consent or rejection of such AVM Item. In the event, the Existing Investors or the New Investor do not respond to such request within the time period specified above, the Existing Investors or the New Investor (as the case may be) shall be deemed to have rejected such AVM Item and the Company cannot include/take up such rejected AVM Item as part of the Board Meeting Agenda or agenda at the Shareholders' Meeting or discuss or decide such matters at the said meetings.
- 6.3 The provisions governing AVM Items under this Agreement (including this Clause 6) shall *mutatis mutandis* apply to decision making of the board of directors of the Group Companies and shareholders' meetings of all Group Companies.

## **7. ACCESS AND INFORMATION RIGHTS**

- 7.1 Subject to Clause 26.12 below, the Company and the Promoters shall, concurrently furnish the information provided below pertaining to the Group Companies, to the Investors:
- 7.1.1 Annual financial statements of the Group Companies (on a standalone and consolidated basis, if applicable) for any Financial Year by September 30th of the following Financial Year.
  - 7.1.2 Un-audited and provisional financial statements including cash-flow statements, profit and loss statements and balance sheet for the Group Companies shall be provided on a quarterly basis within 30 (Thirty) days from the end of each Financial Quarter.
  - 7.1.3 Monthly management information system for the Group Companies (in a form agreed with the Investors) within 15 (Fifteen) days of the end of each calendar month, in a format mutually agreed between the Promoters and Investors.
  - 7.1.4 Details of any litigations that the Company and/or its Group Companies are a party: (i) which has a potential exposure of INR 50,00,000 (Indian Rupees Fifty Lakh) or more individually, other than in the Ordinary Course of Business; (ii) a Governmental Authority is a counterparty in such litigation; or (iii) litigation pertains to a criminal matter; shall be intimated within 7 (Seven) Business Days from any material development occurring in such litigation.
  - 7.1.5 Corporate social responsibility report (in a form prescribed by the Board) in relation to the Company and/or the Subsidiaries (if applicable under the Act) for each Financial Year by September 30th of the following Financial Year.
  - 7.1.6 Promptly provide details of: (i) any notice of default or complaint received from any Governmental Authority (whether Indian or foreign) which may: (a) result in any criminal liability for the Company, Group Companies or the Board; or (b) cause disruption to the Business; (ii) any default under the Transaction Documents, material contracts or agreements entered into with the lenders; execution or termination of any material contract or material business arrangement; (iii) fire, accidents, labour strikes, lockouts or interruption in operations (which interruptions continue for more than 3 (Three) days); and (iv) any event which may result in a breach by the Company or the Subsidiaries of any environmental, social, health or safety policies of the respective Investors.
  - 7.1.7 Signed copy of minutes of meetings of the Shareholders or Board or a committee thereof; within 7 (Seven) days from finalization of the same, and in any case, within 21 (Twenty-one) days of such meetings.
  - 7.1.8 Such other information and documents as may be reasonably requested by any of the Investors, within 7 (Seven) Business Days of the receipt of a request from such Investor.
- 7.2 Upon the fall away of rights threshold being triggered under Clause 26.12 below, the following information rights shall be available to the Investors:
- 7.2.1 Annual financial statements of the Group Companies (on a standalone and consolidated basis, if applicable) for any Financial Year by September 30th of the following Financial Year.
  - 7.2.2 Monthly management information system of the Group Companies (in a form agreed with the Investors) within 15 (fifteen) days of the end of each calendar month.
  - 7.2.3 The right to receive information which is publicly available or otherwise needed by the Investors in order to comply with applicable Law.

7.3 Subject to Clause 26.12 below, the Investors shall be entitled (through themselves and also through their respective appointed advisors) to visit and inspect the Group Companies and its premises including the plants and manufacturing sites, corporate and financial records, and to discuss their business and finances with the officers of the Group Companies, provided however:

7.3.1 Such inspection rights shall be exercised in a manner that does not unduly interfere with the day-to-day operations of the Group Companies; and

7.3.2 Prior notice of 7 (Seven) days shall have to be provided by the concerned Investors to the relevant Group Company.

## **8. NON-COMPETE AND NON-SOLICITATION**

8.1 For the purposes of this Agreement, the following terms shall mean as follows:

8.1.1 “**Immediate Relatives**” means, with respect to each Promoter, their respective spouse, children, spouses of children, and grandchildren of such Promoter;

8.1.2 “**Restricted Party**” means the Promoters, their Immediate Relatives, and entities Controlled by the Promoters and/or their Immediate Relatives; and

8.1.3 “**Restricted Period**” means the period from the Closing Date till such date that any Investor holds any Securities in the Company and a period of 1 (One) year thereafter.

### **8.2 Non-competition**

8.2.1 The Promoters and the Company covenant to the Investors that, during the Restricted Period, the Promoters shall not, and the Promoters and the Company shall procure that no other Restricted Party shall, whether alone or jointly with another Person, whether under an agency, employment, consulting or similar arrangement, contract manufacturing arrangement or any other form of business association, directly or indirectly, engage in, carry on in any manner, or have an interest in any Person engaged in a Competing Business.

8.2.2 Nothing contained in this Agreement shall prevent the Restricted Parties from owning or acquiring, for financial investment purposes, any interest (whether by way of holding any securities, stake, units, convertibles or otherwise) in any Competing Business cumulatively not exceeding 2% (Two Percent) of the voting or economic interest on a Fully Diluted Basis.

8.2.3 Nothing under Clause 8 shall apply to Epavo Electricals Private Limited in relation to its business of manufacturing, assembly, sourcing, trading, import and export of motors, components of motors and anything required in connection with manufacturing, assembly, sourcing, trading, import and export of motors or its components.

8.2.4 Nothing under Clause 8.2 shall apply to East India Technologies Private Limited with regard to job-work of printed circuit board assemblies on behalf of Shenzhen Megmeet Electrical Co., China or its subsidiaries and affiliate companies either in India or outside.

### **8.3 Non-Solicitation**

The Promoters and the Company covenant to the Investors that, except with the Investors’ Consent, during the Restricted Period, the Promoters shall not, and the Promoters and the Company shall procure that no Restricted Party shall, directly or indirectly, solicit, canvass, entice for employment, employ, or engage (“**Solicitation**”) any employee, customers,

consultants, or vendors of the Company and/or its Subsidiaries. Nothing under this Clause 8.3 shall apply to professional service firms that provide consultancy services to several customers on a non-exclusive basis including the Company.

- 8.4 The Parties acknowledge and agree that the restrictions under Clause 8 above are considered reasonable for the legitimate protection of the business and goodwill of the Company, its Subsidiary and/or Business. If such restrictions are found to be void but would be valid if some parts thereof were deleted or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in Clause 8 valid and effective. Notwithstanding the limitation of this provision by any applicable Law, the Promoters and the Company undertake to observe and be bound by the spirit of Clause 8. It is clarified that, on the revocation, removal or diminution of the applicable Law or provisions by virtue of which the restrictions contained in Clause 8 were limited as provided hereinabove, the original restrictions would stand renewed and be effective to their original extent, as if they had not been limited by applicable Law or provisions revoked.

## **9. SUBSIDIARIES**

### **9.1 Governance of Subsidiaries**

Unless otherwise set out under this Clause 9 or agreed to by the Investors and the Promoters in writing, all governance related provisions of this Agreement including those listed in Clause 4 (other than Clause 4.6 to the extent specified thereunder, whereby only the Company shall maintain the D&O Insurance for the Group Companies) and Clause 5, pertaining to the Board, committees and Shareholders (including quorum, composition, meetings, appointment, voting and decisions), AVM Items under Clause 6, information rights under Clause 7, restrictions under Clause 8 and covenants under Clause 10, shall apply *mutatis mutandis* to the Subsidiaries.

- 9.2 Without prejudice to the generality of Clause 9.1 above and subject to any additional requirements specified by any provisions of applicable Law, the Board of the Subsidiaries shall be constituted in the same manner as the Board of the Company (and the right of Investor 1, the New Investor and the Promoters to nominate Directors to the Board of the Company shall *mutatis mutandis* apply to the Board of Directors of the Subsidiaries). The Investors and the Promoters may at any time mutually agree to reduce the size of the Board of Directors of the Subsidiary, provided that the Investor 1 and the New Investor shall, at all times have the right to nominate 1 (One) respective Investor Director each to the Board of the Subsidiary.

- 9.3 No Director on the Board of the Subsidiary shall be replaced or removed unless such removal or replacement has been Consented to by the Party nominating such Director. The Party nominating a Director in the relevant Subsidiary under this Agreement shall be permitted to remove or replace, at any time and for any reason whatsoever, the Directors nominated by such Party.

- 9.4 Each Shareholder shall exercise all rights and powers available with them, including exercise voting rights at Board Meetings and Shareholders' Meetings, to ensure that the Company as a shareholder of the Subsidiary shall give effect to the nominations made by a Shareholder for appointment of a Director in the relevant Subsidiary under Clause 9 above and removal or replacement of a Director from the Board of the relevant Subsidiary, as notified by the nominating Shareholder under Clause 9.4 is given effect to.

## **10. SPECIFIC COVENANTS**

The Promoters and the Company shall and shall procure that the Group Companies comply with the provisions set out in Clause 10 below:

### **10.1 Books and Records**

Group Companies shall keep proper, complete, and accurate books of account in INR in accordance with Applicable Accounting Principles.

## 10.2 **Corporate Opportunities:**

10.2.1 Each of the Promoters hereby agree and undertake that each of them shall refer all corporate or business opportunities that arise in relation to the Business to the Group Companies.

10.2.2 Each of the Promoters undertake that they shall ensure that the efforts of the Promoters in the Business will only be on behalf of and for the Group Companies.

## 10.3 **Compliance with applicable Law**

10.3.1 The Group Companies shall comply with applicable Law (including all foreign investment regulations) at all times and in all material respects and comply with the obligations set out in **Schedule 8** at all times.

10.3.2 Without prejudice to the foregoing, the Group Companies shall not engage in any activity which is not permitted under applicable Law or any activity which is ineligible to raise 100% (One Hundred Percent) foreign direct investment under the automatic route under the extant (Indian) foreign exchange laws.

10.3.3 The Group Companies shall:

- (i) preserve, protect, and maintain its corporate existence, and makes all efforts to preserve, protect and maintain its rights, franchises, and privileges and all properties necessary or useful to the proper conduct of the Business;
- (ii) prepare all its Financial Statements in accordance with Applicable Accounting Principles; and
- (iii) at all points of time, obtain and be in possession of all material Approvals, licenses, franchises, permits, and other authorizations necessary under applicable Law to entitle it to own or lease, operate and use its Assets and to carry on and conduct its Business as currently conducted and shall comply in all material respects with the conditions imposed by any Governmental Authority for the continuation of any such license, franchise, permit, approval and authorization, issued to the Company.

## 10.4 **Insurance**

Each Group Company shall, at all times, keep insured with a reputable insurer: (i) all its Assets against such risks and in such manner and to such extent as accords with good commercial practice with regard to Assets of the same kind in comparable circumstances; and (ii) itself in respect of any accident, damage, injury, third party loss, business continuity and other risks and to such an extent as accords with good commercial practice with regard to a business of the same kind as that of the Company.

10.5 The Company represents and undertakes that it shall not, and shall not permit any of its Subsidiaries or Affiliates or any of its or their respective Directors, officers, managers, employees, representatives or agents to offer, directly or indirectly, any payment or promise to pay, or gift or promise to give, or authorized such a promise or gift, of any money or anything of value, directly or indirectly to any Person for the purpose of influencing any such Person or inducing him or her to use his or her influence to affect any act or decision of any third party in

order to assist the company to obtain or retain business for, or direct business to, the Company in violation of Anti-Corruption Laws. The Company further represents and undertakes that it shall and shall cause each of its Subsidiaries and Affiliates to cease all of its or their respective activities, as well as remediate any actions taken by the Company, its Subsidiaries or Affiliates, or any of their respective directors, officers, managers, employees, representatives or agents in violation of the Anti-Corruption Laws, Anti-Money Laundering Laws and/or Global Trade Laws and Regulations. The Company further represents and undertakes that it shall and shall cause each of its Subsidiaries and Affiliates to maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the Anti-Corruption Laws, Anti-Money Laundering Laws and/or Global Trade Laws and Regulations. Upon request, the Company agrees to provide responsive information and/or certifications concerning its compliance with applicable Anti-Corruption Laws.

## 10.6 **Ethics, Standards and Sanctioned Persons**

10.6.1 Within 100 (One Hundred) days from the Closing Date, the Company shall, and the Promoters shall procure that the Company shall, formulate and implement appropriate and adequate policies to deal with all matters relating to the prevention of corrupt practices and procedures to ensure compliance with the Anti-Corruption Laws and Anti-Money Laundering Laws (the “**Anti-Corruption Policies**”) and for the purposes of this Clause, each Group Company shall be deemed to be required to comply with such Anti-Corruption Policies. The policy shall include matters including, without limitation:

- (i) Bribery and corruption risk assessment;
- (ii) Gatekeeper functions and networks for compliance (internal audit, legal, human resources, finance, etc.);
- (iii) Timely monitoring internal audits and reporting including redressal mechanism/ sanctions against erring employees;
- (iv) Appropriate internal controls and training of management and employees in laws and practices relating to anti-corruption;
- (v) Whistleblowers policy (including whistleblower protection);
- (vi) Investigation of any alleged or suspected actions taken by employees which may not be in compliance with the Anti-Corruption Policies and compliance review or report to management; and
- (vii) Providing appropriate template clauses/ covenants to be included by the issuer in third party contracts obliging a contractor/ service provider/ consultant of a Group Company to not indulge in any actions contrary to the Anti-Corruption Policies for and on behalf of the Group Companies or related to the business of the Group Companies.

10.6.2 The Company shall form a committee of senior level management to monitor the compliance with the Anti-Corruption Policies on an ongoing basis. The committee shall periodically report its actions to the Board.

10.6.3 The Company shall review the Anti-Corruption Policies from time to time and take cognizance of the Investors’ suggestions to improve and implement the policy and also take cognizance of any changes in Applicable Law.

10.6.4 None of the Group Companies, the Promoters, any of their Affiliates shall and shall not permit any director, officer, contractor or employee of any Group Company, to: (i) pay,

offer or promise to pay, or authorize the payment, directly or indirectly through any other Person or firm, of any monies or anything of value to (A) any Person or firm employed by or acting for on behalf of any Person, whether private or governmental, or (B) any government official or employee or any political party or candidate for political office, for the purpose of illegally inducing or rewarding any action by any official favourable to such Group Company or any other Person in connection with the business of the Group Companies; or (ii) taken any other action that, would violate the Anti-Corruption Laws and/or Anti-Money Laundering Laws (any such action, a “**Prohibited Payment**”). A Prohibited Payment will not include the payment of reasonable and bona fide expenditures, such as travel and lodging expenses, which are directly related to the promotion, demonstration or explanation of products or services, or the execution or performance of a contract with a foreign government or agency thereof, provided such payments are permissible under requirements of Law and guidelines applicable to the recipient of such payments.

10.6.5 No Affiliate of a Group Company shall bribe another Person (within the meaning given in section 7(3) of the United Kingdom Bribery Act 2010 and the corresponding provisions of the U. S. Foreign Corrupt Practices Act, 1977 and the Indian Prevention of Corruption Act, 1988) intending to obtain or retain business or an advantage in the conduct of business for the Group Companies, and the Group Companies shall have in place adequate procedures designed to prevent their Affiliates from undertaking any such conduct.

10.6.6 The Group Companies shall: have in place anti-money laundering practices as required by applicable Laws.

10.6.7 **Sanctioned Persons:**

The Group Companies shall, and the Promoters shall procure that the Group Companies shall:

- (i) the Group Companies do not conduct any business or any business arrangements with or involving any Sanctioned Persons, or enter into any transaction knowing or intending that a Sanctioned Person be involved;
- (ii) no Group Company shall establish a business or trading presence or activity in or with any Sanctioned Person (including any form of representative or marketing office);
- (iii) none of the Group Companies shall conduct any business or have any dealings whatsoever, with Persons engaged in business in the Iranian oil, gas or petrochemical sector; and
- (iv) no Group Company shall conduct any business or have any dealings whatsoever with a party sanctioned by the United States of America, the United Kingdom, the European Union or the United Nations, and no such company shall enter into any transaction knowing or intending that such a party be involved.

**11. PRE-EMPTION RIGHTS**

11.1 If the Company proposes to issue any Securities, excluding any Protected Issuance (each issue being a “**Further Issue**”), each of the Existing Investors, the New Investor and the Promoters shall, subject to applicable Law (including Section 62(1)(a) of the Act), have an inter-se pro rata right (but not the obligation) to subscribe to such number of Securities which entitles the Existing Investors, the New Investor and the Promoters to maintain (in a manner provided in this Clause



- 11) their respective shareholding in the Company (“**Pre-emptive Right**”). Such subscription shall be on the same terms and conditions as the Further Issue. The Existing Investors, the New Investor and the Promoters may, at their option, agree to exercise their Pre-emptive Right, in whole or in part, either by themselves or in the case of: (a) the Investors, through their respective Affiliates; and (b) the Promoters, through their Immediate Relatives, family trusts where the trustees and the beneficiaries of the trusts are solely the Promoters and their Immediate Relatives, Hindu Undivided Families whose sole karta is a Promoter, or any Affiliates which are 100% Controlled by the Promoters, provided that the Promoters shall maintain their *inter-se* shareholding percentage in the Company as provided in Clause 14.2 below.
- 11.2 If the Company proposes to undertake a Further Issue, the Board shall provide a written notice to the Investors and the Promoters (“**Eligible Pre-Emption Shareholders**”) setting out the terms of the Further Issue (“**Pre-Emption Issue Notice**”). Upon receipt of the Pre-Emption Issue Notice, the Eligible Pre-Emption Shareholders shall be entitled to exercise their Pre-emptive Right to subscribe to such number of Securities calculated in the ratio of their *inter-se* shareholding percentage in the Company (calculated on a Fully Diluted Basis) which entitles the Eligible Pre-Emption Shareholders to maintain their respective shareholding in the Company (“**Eligible Pre-Emption Securities**”).
- 11.3 Upon such offer being made, the Eligible Pre-Emption Shareholders shall have the right to accept their respective Eligible Pre-Emption Securities, in whole or in part by notifying the Company (“**Accepted Pre-Emption Securities**”), within a period of 15 (Fifteen) Business Days from the date of the Pre-Emption Issue Notice (“**Pre-Emption Issue Offer Period**”).
- 11.4 If any of the Eligible Pre-Emption Shareholders agree to subscribe to their respective Accepted Pre-Emption Securities or any part thereof within the time period specified in Clause 11.3 above, the Company shall complete the issue and allotment of such Accepted Pre-Emption Securities within a period of 15 (Fifteen) Business Days from the date of such Eligible Pre-Emption Shareholder signifying its willingness to subscribe to the Accepted Pre-Emption Securities. If some but not all of the Securities in the Eligible Pre-Emption Securities have been subscribed to by the Eligible Pre-Emption Shareholders, then subject to the rights of the Parties under this Clause 11, the Board shall offer such remaining Securities of the Eligible Pre-Emption Securities on the same terms as contained in the Pre-Emption Issue Notice, to the other Eligible Pre-Emption Shareholders that have agreed to subscribe to their entire portion of the Eligible Pre-Emption Securities in proportion to their *inter-se* shareholding in the Company (calculated on a Fully Diluted Basis) immediately following the completion of the Pre-Emption Issue Offer Period, and such offer shall remain open to such other Eligible Pre-Emption Shareholders for a further period of 15 (Fifteen) days from the date of completion of the Pre-Emption Issue Offer Period (“**Extended Pre-Emption Issue Offer Period**”).
- 11.5 If no Eligible Pre-Emption Shareholder responds to the Pre-Emption Issue Notice within the Pre-Emption Issue Offer Period or the Extended Pre-Emption Issue Offer Period, as the case may be, or any Eligible Pre-Emption Shareholder declines to subscribe to any portion of its entitlement to the Eligible Pre-Emption Securities and such Securities are not subscribed to by the other Eligible Pre-Emption Shareholders, then the Board may, subject to provisions of Clause 6, issue and allot the unsubscribed portion of the Eligible Pre-Emption to a Third Party Purchaser, on terms and conditions, as the Board may determine.

## 12. ANTI DILUTION

- 12.1 Notwithstanding anything contained herein, at any time after the Closing Date, in the event the Company issues to any Person any Securities, excluding any Protected Issuances, that is lower than the price per Equity Share on a Fully Diluted Basis, as applicable to the CCPS or the Series A CCPS issued to the Existing Investors and the New Investor respectively (a “**Dilutive Issuance**”), then if the CCPS and/or the Series A CCPS (as the case maybe) have not been converted into Equity Shares, the holders of such CCPS and/or the Series A CCPS (as the case

maybe) shall be entitled to a broad-based weighted average anti-dilution protection in accordance with the illustrations set out in **Schedule 6** and the conversion ratio of the CCPS and/or the Series A CCPS (as the case maybe) shall be amended/adjusted accordingly. In the event that the CCPS and/or the Series A CCPS (as the case maybe) or any part thereof have already been converted into Equity Shares or if the conversion of the CCPS and/or the Series A CCPS (as the case maybe) does not provide the respective Investor of all the Securities that it is entitled to per the illustrations set out in **Schedule 6**, then the Company shall be under an obligation to issue to such Investor(s) such additional number of Equity Shares, at the lowest price permissible under applicable Law so as to give full effect to the broad based weighted average anti-dilution protection right set out herein, such that the broad-based weighted average price per Equity Share paid by the applicable Investor(s) is equal to the price per Equity Share on a Fully Diluted Basis applicable to the CCPS and/or the Series A CCPS (as the case maybe) in accordance with **Schedule 6**. The Company agrees and undertakes that it shall not issue any new Securities in contravention of the provisions of this Clause 12.1.

12.2 Subject to applicable Law, the holders of CCPS and the Series A CCPS shall be entitled to: (i) require that any Dilutive Issuance is completed simultaneously with the completion of the adjustments, issuances or other actions set out in Clause 12.1 above; and (ii) exercise their rights under Clause 12.1 above either by itself or through respective Affiliates subject to Clause 13.3 below; and the Parties shall make best efforts to ensure that such holders of the CCPS and the Series A CCPS are able to exercise their rights under Clause 12.1 above in such manner as is required by such holders of the CCPS and the Series A CCPS. The Company shall pay all Taxes due and payable by the Company relating to the issue of additional Securities pursuant to Clause 12.1 above.

12.3 For the purposes of this Clause 12, the price per Equity Share on a Fully Diluted Basis paid by the Existing Investors and/or the New Investor shall be determined as follows:

12.3.1 If Equity Shares have been issued, the price per Equity Share on a Fully Diluted Basis shall be obtained by dividing the aggregate amount paid by the applicable Investor towards subscription to all the Equity Shares by the total number of Equity Shares issued to such Investor; and

12.3.2 If the CCPS and/or the Series A CCPS (as the case maybe) are still held by the respective Investors, by dividing the aggregate price paid for subscription of all such CCPS and/or the Series A CCPS (as the case maybe) by the number of Equity Shares that such CCPS and/or Series A CCPS is entitled to convert into, on their respective terms.

### **13. TRANSFER OF SECURITIES BY THE INVESTORS**

13.1 The Investors (and/or their respective Affiliates) shall be entitled to Transfer any or all of their Securities freely, along with the rights attached thereto, to any Person not being a Sanctioned Person in accordance with applicable Law, at any time, subject only to: (i) the restrictions specified in Clauses 13.2 (Transfer to Competitor) and 13.4 (Right of First Offer); and (ii) such transferee executing a Deed of Adherence thereby agreeing to be bound by the terms of this Agreement.

#### **13.2 Transfer to Competitor**

Unless otherwise consented to by the Promoters in writing, no Investor shall be permitted to Transfer its respective Investor Shares to a Competitor, until the earlier of: (i) 24 (Twenty Four) months from the Cut-off Date; or (ii) occurrence of an Event of Default. Post the expiry of the aforesaid time period, the Investors shall be entitled to Transfer their respective Investor Shares to any Person including a Competitor without being subject to any restrictions including under this Clause 13.

### 13.3 Transfer to Affiliates

Notwithstanding anything to the contrary contained herein, the Investors (and/or their respective Affiliates) shall be entitled to Transfer any of the Securities held by them to their respective Affiliates, and in case of an Existing Investor, to the other Existing Investor, or an Existing Investor's Affiliates at all points in time and no restrictions on such Transfers shall apply including under the provisions of Clause 13.4 of this Agreement. Such transferee under this Clause 13.3 (unless already a Shareholder) shall execute a Deed of Adherence thereby agreeing to be bound by the terms of this Agreement.

### 13.4 Promoters' Right of First Offer

13.4.1 Subject to the terms of this Agreement, if an Investor ("**Transferring Investor**") intends to Transfer any or all of the Investor Shares held by the Transferring Investor to any Person (not being a Transfer proposed under Clause 13.3 above) at any time prior to the Cut-off Date, then, the Transferring Investor shall offer to the Promoters, a prior right to purchase all of the ROFO Shares ("**Right of First Offer**"). Provided that the Right of First Offer shall not apply where the Transferring Investor is exercising its Tag Along Right under Clause 14.4 or if the Transferring Investor is selling its Investor Shares after an Event of Default under Clause 18 has occurred. The Promoters shall jointly exercise the Right of First Offer under this Clause through the Promoter Representative and the Transferring Investor shall have duly served all notices and documents required to be served upon the Promoters if provided to the Promoter Representative under this Clause 13.4.

13.4.2 The Transferring Investor shall give a written notice (the "**ROFO Notice**") to the Promoters with a copy to the Company. The ROFO Notice shall state: (i) the number and class of Investor Shares that the Transferring Investor then owns (on a Fully Diluted Basis); and (ii) the number and class of Investor Shares proposed to be Transferred by the Transferring Investor ("**ROFO Shares**").

13.4.3 With a period of 15 (Fifteen) days of receipt of the ROFO Notice from the Transferring Investor ("**ROFO Exercise Period**"), the Promoters acting jointly shall have the right (but not an obligation) to make an offer to purchase all (and not less than all) of the ROFO Shares in proportion to their inter-se shareholding in the Company. The Promoters shall jointly give a written notice to the Transferring Investor of their intent to purchase the ROFO Shares ("**ROFO Exercise Notice**") within the ROFO Exercise Period. The ROFO Exercise Notice shall specify the price per ROFO Share at which the Promoters are offering to purchase the ROFO Shares (cumulatively, "**ROFO Price**"), the payment mechanism and all other terms at which the Promoters are willing to purchase the ROFO Shares ("**ROFO Terms**"). The ROFO Terms shall specify that the ROFO Shares shall be purchased by the Promoters within the ROFO Transfer Period (as defined below), in a single tranche (and not in multiple tranches) and the ROFO Price shall be paid by the Promoters in cash simultaneously at the time of Transfer of the ROFO Shares. If within the ROFO Exercise Period, the Promoters do not deliver a ROFO Exercise Notice, or decline to purchase the ROFO Shares, the Promoters shall cease to have the Right of First Offer to purchase the ROFO Shares under this Clause 13.4.

13.4.4 Upon receipt of the ROFO Exercise Notice in accordance with Clause 13.4.3 above, the Transferring Investor shall have the right, but not the obligation, to either (i) accept such offer by written notice to the Promoters ("**ROFO Acceptance Notice**") at any time within 15 (Fifteen) days from the receipt of such ROFO Exercise Notice ("**ROFO Acceptance Period**"); or (ii) to reject the offer (either expressly, or by failing to deliver the ROFO Acceptance Notice within the ROFO Acceptance Period).

- 13.4.5 Upon receipt of the ROFO Acceptance Notice from the Transferring Investor, the Promoters shall pay the entire consideration in immediately available funds into a specified bank account of the Transferring Investor, and the Transferring Investor shall be bound to sell, the ROFO Shares, free and clear of all Encumbrances and shall deliver to the Promoters a duly stamped and executed share transfer form and the share certificates representing the ROFO Shares, or if such ROFO Shares are in dematerialized form, issue irrevocable instructions to its depository to Transfer the ROFO Shares to the securities account(s) designated by the Promoters. Any stamp duty payable upon such Transfer shall be payable by the Promoters. The Company shall, together with the Transferring Investor, take all steps as may be necessary to complete the Transfer of the ROFO Shares to the Promoters. The sale shall be completed within a period of 30 (Thirty) days from the date of ROFO Acceptance Notice (“**ROFO Transfer Period**”).
- 13.4.6 In the event (i) no ROFO Exercise Notice is issued by the Promoters within the ROFO Exercise Period in accordance with Clause 13.4.3 above; (ii) the Transferring Investor accepts the ROFO Price, but the Promoters fail to transfer the ROFO Price cumulatively payable in respect of all the ROFO Shares prior to the expiry of the ROFO Transfer Period; or (iii) the Promoters decline the ROFO Notice by a notice in writing to the Transferring Investor; then, the Transferring Investor shall be entitled to sell the ROFO Shares to any Person.
- 13.4.7 If the Transferring Investor does not accept the offer(s) pursuant to Clause 13.4.4, then the Transferring Investor shall be free to sell the ROFO Shares to any Person, at a price which is higher than the ROFO Price offered by the Promoters and on terms which are no less favourable to the Transferring Investor than the ROFO Terms offered by the Promoters in the ROFO Exercise Notice.
- 13.4.8 If completion of the Transfer by the Transferring Investor pursuant to Clause 13.4.6 does not take place within 180 (One Hundred and Eighty) days from the date of expiry of the ROFO Notice, then the right of the Transferring Investor to sell the ROFO Shares shall lapse and the provisions of this Clause 13.4 (commencing from the requirement of delivery of a fresh ROFO Notice) shall once again apply to any proposed Transfer.
- 13.4.9 If the Promoters are desirous of raising debt for funding the ROFO Price in accordance with this Clause 13.4, then, the Promoters may pledge or Encumber the Securities held by the Promoters and/or the ROFO Shares being acquired by the Promoters, for the purpose of raising such debt, only with the Investors’ Consent and upon the Investors receiving the ROFO Price. It being clarified that the Investors’ Consent shall not be unreasonably withheld, provided that the debt so raised is only utilized for the purposes of funding the ROFO Price.

### 13.5 **Co-operation**

- 13.5.1 The Parties agree and acknowledge that the Investors shall not be required to give any representation, warranty, guarantee or indemnity whatsoever in connection with the Transfer of any Securities, other than: (i) warranty, that it has clear title to the respective Securities held by it; and (ii) that such Securities shall be Transferred free of all Encumbrances including with respect to applicable Taxes.
- 13.5.2 In relation to the Company and the Subsidiaries, the Company and the Promoters shall extend to the transferee: (i) business and Tax related representations and warranties; (ii) corresponding indemnities and covenants to be provided only by the Company, subject to customary limitations; and (iii) such other terms and conditions as may be agreed by the Promoters / Company with the transferee. It is hereby clarified that the Company shall not be required to provide indemnities relating to incidence of Taxes on the capital

gains/profits made by the Investors in connection with the sale of Securities by the Investors.

13.5.3 The Company and the Promoters shall (upon intimation by the relevant Investor(s)) also provide to a proposed transferee under this Clause 13, to conduct diligence, access to information, records and sites of the Company and the Subsidiaries as is reasonably requested to enable the proposed transferee to conduct its due diligence on the Company and the Subsidiaries, for the purposes of this Clause 13. The Promoters shall do all reasonable acts and deeds necessary, including obtaining approvals from Governmental Authorities, to give effect to the provisions of this Clause 13.

## **14. TRANSFER OF SECURITIES BY PROMOTERS**

### **14.1 Restricted Transfers**

During the Lock In Period, except for the Permitted Transfer defined under Clause 14.2 below, the Promoters shall not Transfer or deal with any Securities held by them in the Company, directly or indirectly, except with the relevant Investors' Consent (which Investors' Consent shall be granted by the respective Investors at their sole discretion). Provided however, if a Promoter is desirous of undertaking any Transfer to an Immediate Relative or a body corporate 100% (One Hundred Percent) owned and controlled by such Promoter and/or his Immediate Relatives, solely for estate planning purposes, such Investors' Consent will not be unreasonably withheld or delayed, provided that, (i) the *inter-se* percentage holding as between the Promoters remains as per the table provided in Clause 14.2.3 below; and (ii) does not in any manner affect the operations of the Company.

### **14.2 Permitted Transfer**

14.2.1 Prior to the expiry of the Lock In Period, the following Transfers shall constitute as "**Permitted Transfers**" and shall not require any Investors' Consent in accordance with Clause 14.1 above:

- (i) Promoters shall be cumulatively permitted to Transfer Equity Shares representing 4.25% (Four point Two Five Percent) of the total shareholding of the Company as on the Execution Date on a Fully Diluted Basis to any Person (including to another Promoter), subject to the following restrictions:
  - (a) The transferee cannot be a Competitor or a Sanctioned Person;
  - (b) The Promoter shall not be capable of assigning any rights with respect to any Investor under the Transaction Documents, to the transferee. Without prejudice to the above, the Promoters may provide rights to the transferee which do not: (i) breach the terms of the Transaction Documents; and (ii) adversely impact any of the Investors. Provided further, no such rights shall be provided by the Company or the Promoters to the transferees without prior consultation with the Investors (in good faith) disclosing the name of the potential buyer and the detailed rights to be shared with such buyer;
  - (c) The transferee (other than a Promoter or an Investor) shall execute a Deed of Adherence prior to the purchase of Securities from the Promoters; and

- (d) The transfer by a Promoter of any Equity Shares held by it, to any Person other than to another Promoter, shall not be undertaken at a value which is less than:
- (i) an equity valuation of INR 15,00,00,00,000 (Indian Rupees One Thousand Five Hundred Crore) of the Company, prior to the date of determination of the Conversion Ratio and Post Money Equity Valuation with respect to Series A CCPS in accordance with **Part B** of **Schedule 10**;
  - (ii) an equity valuation of the Company equivalent to the New Investor Post Money Equity Valuation, once such New Investor Post Money Equity Valuation has been determined with respect to Series A CCPS in accordance with **Part B** of **Schedule 10**.

14.2.2 Other that pursuant to a Permitted Transfer pursuant to Clauses 14.1 above, the inter-se shareholding percentage amongst the Promoters set out below shall continue to remain as follows:

<b>Name of the Promoter</b>	<b>Inter-se shareholding amongst the Promoters (in percentage)</b>
Mr. Bajrang Bothra and Immediate Relatives (subject to Transfer to the Immediate Relative complying with restrictions under Clause 14.1 above)	25% (presently held by Mr. Bajrang Bothra and his son, Mr. Rajjat Kumar Bothra).
Mr. Laxmi Pat Bothra and Immediate Relatives (subject to Transfer to the Immediate Relative complying with restrictions under Clause 14.1 above)	25% (presently held by Mr. Lakshmi Pat Bothra and his sons, Mr. Nikhil Bothra and Mr. Nitin Bothra).
Mr. Ajay DD Singhania and Immediate Relatives (subject to Transfer to the Immediate Relative complying with restrictions under Clause 14.1 above)	25% (presently held by Mr. Ajay DD Singhania and his wife, Mrs. Pinky Ajay Singhania).
Mr. Sanjay Singhania and Immediate Relatives (subject to Transfer to the Immediate Relative complying with restrictions under Clause 14.1 above)	25% (presently held by Mr. Sanjay Singhania and his wife, Mrs. Preity Singhania).

### 14.3 Investors' Right of First Offer

- 14.3.1 Subject to the terms of this Agreement (including Clause 14.1 and Clause 26.12), if a Promoter (“**Transferring Promoter**”) intends to Transfer any or all of the Securities held by the Transferring Promoter (excluding a Permitted Transfer) (“**Investor ROFO Transferee**”), then, the Transferring Promoter hereby grants to the Investors, a prior right to purchase all and not less than all of the Investor ROFO Shares (“**Investor Right of First Offer**”).
- 14.3.2 The Transferring Promoter shall give a written notice (the “**Investor ROFO Notice**”) to the Investors with a copy to the Company. The Investor ROFO Notice shall state: (i) the number and class of Securities the Transferring Promoter then owns (on a Fully Diluted Basis); and (ii) the number and class of Securities proposed to be Transferred by the Transferring Promoter (“**Investor ROFO Shares**”).

- 14.3.3 Within a period of 15 (Fifteen) days of receipt of the Investor ROFO Notice from the Transferring Promoter (“**Investor ROFO Exercise Period**”), each of the Investors shall have the right (but not an obligation) to make an offer to purchase all (and not less than all) of the Investor ROFO Shares. The Investors shall give a written notice to the Transferring Promoter of its offer to purchase the Investor ROFO Shares (“**Investor ROFO Exercise Notice**”) within the Investor ROFO Exercise Period. The Investor ROFO Exercise Notice shall specify the price per Investor ROFO Share at which the respective Investor is offering to purchase the Investor ROFO Shares (“**Investor ROFO Price**”), the payment mechanism and all other terms at which such Investor is willing to purchase the Investor ROFO Shares (“**Investor ROFO Terms**”). The Investor ROFO Terms shall specify that the Investor ROFO Shares shall be purchased by the relevant Investors within 30 (Thirty) days from the expiry of the Investor ROFO Acceptance Period (*as defined below*), in a single tranche (and not in multiple tranches) and the Investor ROFO Price shall be paid by the respective Investors in cash simultaneously at the time of Transfer of the Investor ROFO Shares. If within the Investor ROFO Exercise Period, an Investor does not deliver an Investor ROFO Exercise Notice, or declines to purchase the Investor ROFO Shares, such Investor(s) shall cease to have the Investor Right of First Offer to purchase the Investor ROFO Shares forming a part of the relevant Investor ROFO Notice under this Clause 14.3.
- 14.3.4 Upon receipt of the Investor ROFO Exercise Notice in accordance with Clause 14.3.3 above, the Transferring Promoter shall have the right, but not the obligation, to either: (i) accept such offer by written notice to the relevant Investor (“**Investor ROFO Acceptance Notice**”) at any time within 15 (Fifteen) days from the receipt of such Investor ROFO Exercise Notice (“**Investor ROFO Acceptance Period**”); or (ii) to reject the offer (either expressly, or by failing to deliver the Investor ROFO Acceptance Notice within the Investor ROFO Acceptance Period).
- 14.3.5 If the Existing Investor(s) on the one hand and the New Investor on the other hand, both exercise their Investor Right of First Offer at the same price and on the same terms (each a “**ROFO Exercising Party**”), the entitlement of each ROFO Exercising Party to purchase the Investor ROFO Shares shall be limited up to a maximum of its *pro rata* share with respect to such Investor ROFO Shares (calculated based on the number of Investor Shares held by a ROFO Exercising Party, on a Fully Diluted Basis, as a percentage of the aggregate number of all the Investor Shares held by the ROFO Exercising Parties, on a Fully Diluted Basis). If the Transferring Promoter agrees to Transfer the Investor ROFO Shares to a ROFO Exercising Party, it shall intimate the relevant ROFO Exercising Party of the same in writing, within the Investor ROFO Acceptance Period.
- 14.3.6 Upon receipt of the Investor ROFO Acceptance Notice from the Transferring Promoter, the relevant ROFO Exercising Party shall pay the entire consideration in immediately available funds into a specified bank account of the Transferring Promoter, and the Transferring Promoter shall be bound to sell, the Investor ROFO Shares, free and clear of all Encumbrances and shall deliver to such ROFO Exercising Party duly stamped and executed share transfer forms and the share certificates representing the Investor ROFO Shares, or if such Investor ROFO Shares are in dematerialized form, issue irrevocable instructions to its depository to Transfer the Investor ROFO Shares to the securities account(s) designated by the relevant ROFO Exercising Party. Any stamp duty payable upon such Transfer shall be payable by the applicable ROFO Exercising Party. The Company shall, together with the Transferring Promoter, take all steps as may be necessary to complete the Transfer of the Investor ROFO Shares to the applicable ROFO Exercising Party. The sale shall be completed within a period of 30 (Thirty) days from the Investor ROFO Acceptance Period (“**Investor ROFO Transfer Period**”).
- 14.3.7 **In the event:**

- (i) all the Investors decline the Investor ROFO Notice by a notice in writing to the Transferring Promoter; or
- (ii) no Investor ROFO Exercise Notice is issued by any Investor within the Investor ROFO Exercise Period in accordance with Clause 14.3.3 above; or
- (iii) the Transferring Promoter accepts the Investor ROFO Price provided by any ROFO Exercising Party, but such ROFO Exercising Party fails to transfer the Investor ROFO Price in respect of the Investor ROFO Shares prior to the expiry of the Investor ROFO Transfer Period, then,

the Transferring Promoter shall be entitled to sell the Investor ROFO Shares to any third party, subject to Clause 14.1.

14.3.8 If the Transferring Promoter does not accept the offer(s) pursuant to Clause 14.3.4 or Clause 14.3.5, then the Transferring Promoter shall be free to sell the Investor ROFO Shares to any Person (subject to Clause 14.1), at a price which is higher than the Investor ROFO Price offered by the ROFO Exercising Party and on terms which are no less favourable to the Transferring Promoter than the Investor ROFO Terms offered by the ROFO Exercising Party in the Investor ROFO Exercise Notice.

14.3.9 If completion of the Transfer to the Investor ROFO Transferee pursuant to Clause 14.3.6 above, does not take place within 180 (One Hundred and Eighty) days from the date of expiry of the Investor ROFO Notice or the Investor ROFO Exercise Notice, whichever is later, then the right of the Transferring Promoter to sell the Investor ROFO Shares shall lapse and the provisions of this Clause 14.3 (commencing from the requirement of delivery of a fresh Investor ROFO Notice) shall once again apply to any proposed Transfer by a Promoter.

#### 14.4 **Investor's Tag Along**

14.4.1 Subject to Clause 14.1, in the event of a proposed Transfer or series of *bonafide* connected proposed Transfers of Securities ("**Offered Shares**") by any Promoter ("**Selling Promoter**") (not being a Permitted Transfer) to any Person (not being a Competitor or a Sanctioned Person) ("**Purchaser**"), each Investor (each a "**Tagging Shareholder**") shall have the right (but not the obligation) to Transfer all or less than all of the Tag Shares (*as defined below*) as may be determined by such Tagging Shareholder at its sole discretion, on the same terms and conditions specified in the Tag Notice, together with the Securities of the Selling Promoter (the "**Tag Right**"). "**Tag Shares**" with respect to each Tagging Shareholder shall mean such number of Investor Shares held by such Tagging Shareholder as are in the same proportion as the Offered Shares being sold by the Selling Promoter. By way of illustration, in such case, if a Selling Promoter proposes to sell X% of the Securities being held by it, each Tagging Shareholder shall be entitled to sell up to X% of its own shareholding.

14.4.2 The Tag Right of each Investor under this Clause 14.4 shall be available to such Investor only in the event: (i) such Investor has not exercised its right to first offer under Clause 14.3 above; or (ii) the Promoters have rejected the Investor ROFO Exercise Notice of such Investor under Clause 14.3 above.

14.4.3 The Tagging Shareholders shall be provided with a notice ("**Tag Notice**") no later than 45 (forty-five) days prior to the Selling Promoter consummating, or agreeing to consummate, a transaction with the Purchaser. The Tag Notice shall set out the terms and conditions (including the price per Offered Share) at which the Offered Shares are proposed to be Transferred to the Purchaser. The Purchaser shall have an obligation to



purchase from such Tagging Shareholders, up to such number of Securities as may be decided by each Tagging Shareholder in its sole discretion but not exceeding the Tag Shares (“**Tagged Shares**”).

- 14.4.4 In the event that a Tagging Shareholder elects to exercise its Tag Right, it shall deliver a written notice (“**Acceptance Notice**”) of such election to the Selling Promoter within 45 (Forty Five) days from the receipt of the Tag Notice (“**Acceptance Period**”), and upon giving such notice, the Tagging Shareholder shall be deemed to have exercised its Tag Right.
- 14.4.5 The sale and purchase of the Tagged Shares pursuant to the exercise of the Tag Right shall be completed within 45 (Forty Five) days of the delivery of the Acceptance Notice on the terms set out in the Tag Notice, simultaneously with the sale of Offered Shares by the Selling Promoter under Clause 14.4.6 below.
- 14.4.6 If any Purchaser refuses to purchase the Tagged Shares along with the Offered Shares, the Tagging Shareholder(s) that have served an Acceptance Notice and the Selling Promoter, in that event, shall have the right to Transfer the Tagged Shares and the Offered Shares on a pro-rata basis (computed on a Fully Diluted Basis) to the Purchaser. Provided that, in the event the sale of the Offered Shares by the Selling Promoter(s) on a pro-rata basis would result in the shareholding of all the Promoters (taken together) reducing below 50% (Fifty Percent) of the Share Capital, in such case the Tagging Shareholders shall be entitled to sell the entirety of their respective Tagged Shares, and the Selling Promoter(s) will accordingly be required to reduce the number of Offered Shares. The exercise or election not to exercise any right by a Tagging Shareholder hereunder with respect to a particular proposed Transfer shall not adversely affect its right under this Clause 14.4 with respect to any other Transfers of the same or other Selling Promoter's Securities.
- 14.4.7 In the event that a Tagging Shareholder exercises its Tag Right within the Acceptance Period, the Selling Promoter and such Tagging Shareholder shall complete the sale of the Offered Shares and the Tagged Shares simultaneously to the Purchaser within 60 (Sixty) days of the expiry of the Acceptance Period (excluding any time required to obtain necessary Approvals from a Governmental Authority for such Transfer) on the same terms and at the same price as specified in the Tag Notice, failing which the procedure set out in this Clause 14.4 shall be repeated.

## **15. LIQUIDATION PREFERENCE**

- 15.1 Notwithstanding the terms and conditions of this Agreement and the Articles but subject to applicable Law, in the event of the occurrence of any Liquidation Event, the total proceeds from such Liquidation Event (whether in cash, or consideration other than cash to the extent such consideration other than cash has been approved by the Investors’ Consent) (“**Distributable Proceeds**”), shall be distributed in the manner set out in this Clause 15.
- 15.2 In priority to all other Shareholders, the Investors shall, on a *pari passu* basis, be entitled to an amount equal to the higher of the following: (i) consideration paid by the Investors towards the purchase of their respective Investor Shares plus any accrued, accumulated or declared but unpaid dividends on such Investor Shares; and (ii) an amount which is proportionate to the Investors’ respective shareholding percentage in the Company (computed on a Fully Diluted Basis) (such amount being the “**Liquidation Amount**”).
- 15.3 The Parties agree that if Distributable Proceeds are less than the Liquidation Amount (“**Shortfall**”) payable to all the Investors in accordance with this Clause 15, then notwithstanding anything contained in Clause 15.2 above, in preference to the holders of all other Securities of the Company, the Investors shall be entitled to have all of the Distributable Proceeds distributed

to them in proportion to their shareholding in the Company (computed on a Fully Diluted Basis) in order for the Investors to realize the Liquidation Amount. For the avoidance of doubt, it is clarified that the Promoters and other Shareholders shall not be entitled to receive any Distributable Proceeds in the event of a Shortfall. If the Distributable Proceeds are higher than the Liquidation Amount, then the balance amount after distributing the Liquidation Amount to the Investors, shall be distributed among the Shareholders (other than the Investors) of the Company in ratio of their inter-se Shareholding.

- 15.4 In respect of the Investors' right to receive payments under this Clause 15, each of the other Shareholders expressly waive any right that they may have under applicable Law, whether preferential, *pari passu* or otherwise. The Company and/or the Promoters shall not undertake any Liquidation Event unless the terms of this Clause 15 have been complied with in full.
- 15.5 The Parties agree and acknowledge that for any Liquidation Event where the Distributable Proceeds are not solely received by the Company and received directly or indirectly by one or more Shareholders, the Promoters and the Company shall do all such acts/take all such necessary actions including holding in trust such Distributable Proceeds received by them from such Liquidation Event, on behalf of and for the benefit of the Investors, as may be required to give effect to this Clause 15.
- 15.6 Each of the Promoters and the Company agree and undertake that it shall honour the Investors' rights provided under this Clause 15, in distributing the Distributable Proceeds out of a Liquidation Event in any manner legally permissible including, exercising their rights, so as to ensure that the intent of this Clause 15 is achieved.
- 15.7 Notwithstanding anything else contained herein, the Promoters and the Company agree, acknowledge and undertake that (i) the rights and entitlements of the Investors as set out in this Clause 15 shall stand in preference and be given priority over any other rights and entitlements given to any other Shareholders; and (ii) the rights and entitlements of the Investors as set out in this Clause 15 shall also apply in the event (and notwithstanding) that CCPS and/or the Series A CCPS may have been converted into Equity Shares.
- 15.8 The Parties shall, on or prior to the approval of the Liquidation Event in accordance with Clause 6 read with **Schedule 4** of this Agreement (if applicable), agree, in good faith, to the manner in which the Securities will be Transferred, bought back or otherwise extinguished in lieu of payment of the Liquidation Amount, if necessary.

## **16. EXIT RIGHTS**

- 16.1 It is hereby agreed that the Company and the Promoters shall make best efforts to provide an exit to the Investors ("**Exit**"), through an IPO (in accordance with this Clause 16.1 and Clause 16.3), on or prior to the Cut-Off Date on terms and conditions acceptable to the Investors, at or, above the QIPO Valuation. It is hereby clarified that the inability of the Company and the Promoters to provide Exit at QIPO Valuation shall not be deemed to breach of this Agreement, in any manner whatsoever.
- 16.2 If the Company and the Promoters do not complete an IPO (as specified in Clause 16.1 above), by the Cut-Off Date, then the Investors (jointly or severally), shall be entitled to require the Company and the Promoters to provide such Investors with an Exit in the manner set out below (each exit option being hereinafter referred to as an "**Exit Transaction**"):
  - 16.2.1 With effect from the Cut-Off Date and till the expiry of 15 (Fifteen) months from the Cut-Off Date, the Investors (jointly or severally) shall have the right to require the Company and the Promoters to undertake an IPO in accordance with Clause 16.3 below;

- 16.2.2 Without prejudice to the above, with effect from the Cut-Off Date and till the expiry of 15 (Fifteen) months from the Cut-Off Date, the Investors (jointly or severally) shall have the right to also require the Company and the Promoters to cause a Third Party Sale in accordance with Clause 16.4 below;
- 16.2.3 If an Investor has not Exited the Company at the expiry of 15 (Fifteen) months from the Cut-Off Date pursuant to the Exit Transaction set out in Clauses 16.2.1 or 16.2.2 above, then such Investor(s) shall have the right to require the Company and/or the Promoters to buyback the Investor Shares held by such Investors or exercise the Put Option, in accordance with Clause 16.5 below;
- 16.2.4 If upon the expiry of 27 (Twenty Seven) months from the Cut-Off Date, an Investor has not Exited the Company, then such Investor(s) (the Existing Investors on the one hand and the New Investor on the other hand acting severally) shall be entitled to exercise the Drag Along Right in accordance with Clause 16.6 below.
- 16.2.5 It is clarified that, for a period of 15 (Fifteen) months after the expiry of the Cut-off Date, the Investors may exercise the Exit Transaction listed in Clause 16.2.1 (IPO) and 16.2.2 (Third Party Sale) simultaneously. After the expiry of 15 (Fifteen) months from the Cut-Off Date, the Parties shall discuss in good faith, if IPO and Third Party Sale should be evaluated as potential Exit Transactions. It is hereby further clarified that if an Investor has initiated an Exit Transaction under Clause 16.5 below, as per the timelines set out under this Clause 16, then notwithstanding any timelines stated under this Clause 16, the said Exit Transaction shall be implemented until consummation, provided however subject to Clause 16.2.4, the Investors shall have the right to drag the Promoters upon expiry of 120 (One Hundred Twenty) days from the date of Put Option Notice.
- 16.2.6 The co-operation provisions under Clause 13.5 of this Agreement shall apply mutatis mutandis to any Exit Transaction under this Clause 16 (including where such Exit is pursuant to an Event of Default).

### 16.3 IPO

- 16.3.1 All terms and conditions of the IPO including the size of the issue, price of the Securities and related matters shall be determined by the Company with Investors' Consent. It is clarified that an IPO shall be deemed to be completed only upon the actual listing and trading of the Equity Shares on recognized stock exchanges.
- 16.3.2 The Company shall take all such steps to do all such reasonable acts, deeds, matters and things as may be required, and each Party shall extend all cooperation to each other, and other Persons as may be reasonably required for the purpose of expeditiously making and completing any IPO. The Company shall ensure that the IPO complies with all applicable Law including listing requirements of the Recognised Stock Exchanges.
- 16.3.3 Without prejudice to the generality of the foregoing, the IPO shall satisfy each of the following conditions:
- (i) The IPO shall be managed by a reputable merchant banker approved with Investors' Consent;
  - (ii) In any such IPO, subject to Clause 16.3.3(iii) below, the Company and the Promoters shall ensure that each Investor (along with its respective Affiliates) shall be entitled to (but not obliged to) tender 100% (One Hundred Percent) of the Securities held by such Investor (along with its respective Affiliates), in the IPO (subject to the maximum of the overall size of the IPO, as may be advised by the merchant banker (appointed as per Clause 16.3.3.(i)), ahead of all other

Shareholders, on a pro rata basis, based on their respective shareholding in the Company. Provided that in the event of a shortfall, the Promoters shall be bound to tender the residual number of Equity Shares required to meet the minimum listing criteria as well as to make the IPO a commercial success as may be advised by the merchant banker (appointed as per Clause 16.3.3.(i));

(iii) Provided that if, as per the advice of the merchant banker (appointed as per Clause 16.3.3(i)), the IPO is required to compulsorily comprise of an offer of a certain number of Equity Shares in an offer for sale; **and**

(a) (I) if, the IPO is being undertaken at a pre-money equity valuation of the Company which is less than 2 (two) times the New Investor Post Money Equity Valuation, then all the Investors may (and shall not be obligated to) tender their Securities towards such offer for sale in proportion to their respective *inter-se* shareholding percentage in the Company, and the Promoters shall be bound to tender the residual Equity Shares.

(II) It is hereby agreed that if the New Investor does not tender its pro-rata Securities in the offer for sale, then the Existing Investors shall be under an obligation to tender such number of their Securities which all the Investors would have otherwise tendered in the offer for sale in proportion to their respective *inter-se* shareholding percentage in the Company as per Clause 16.3.3(iii)(a)(I) and the Promoters shall be bound to tender the residual Equity Shares;

(b) if, the IPO is being undertaken at a pre-money equity valuation of the Company which is greater than or equal to 2 (two) times the New Investor Post Money Equity Valuation, then all the Investors shall be under an obligation to tender their Securities towards such offer for sale in proportion to their respective *inter-se* shareholding percentage in the Company, and the Promoters shall be bound to tender the residual Equity Shares.

In order to meet the applicable minimum listing criteria for the purposes of the IPO, the Company and the Promoters shall ensure that the requisite number of Equity Shares if not available with the Promoters to tender, are made available to the public by way of issuance of new Equity Shares.

(iv) The Company shall bear all costs of the IPO. In the event the Investors are participating in the offer for sale, then the fees for the merchant banker (pertaining to such offer for sale) will be borne by such Investors *pro-rata*, if required under applicable Law.

16.3.4 The Company and the Promoters agree and undertake that, under applicable Law, (a) they shall do all such acts and things as may be necessary to ensure that the Investors are not treated or named as a “founder” or “promoter” or part of the “promoter group” or “controlling shareholder” in connection with the Group Companies including in any prospectus, offering document, underwriting or other agreements, Memorandum, public announcement and/or other document or agreement and the Investors shall have the right to review, approve and seek appropriate amendments to all documents or public disclosures related to the IPO to ensure compliance with the provisions of this Clause 16.3.3; and (b) the Investor Shares held by the Investors shall not be subject to any restrictions on Transfer as applicable to the Promoters’ shareholding under any applicable Law. If any Securities are to be made subject to any lock-in in connection

with any IPO, then the Promoters shall first offer their Securities towards such lock-in. The Company shall cause the Promoters to enter into a separate market stand-off agreement, if required at the relevant time. The Company and the Promoters hereby agree that, to the extent permitted by applicable Law, the Investors shall not, in connection with the IPO, or upon listing of the Equity Shares held by the Investors pursuant to the IPO, be required to give any representations, warranties or indemnities to any underwriter, broker, recognized stock exchange or any other Person other than in relation to clear title to their respective Equity Shares if the Investors are participating in any offer for sale.

16.3.5 In the event of the Company undertaking an IPO, the Investors/Promoters shall, if required by merchant banker under applicable Law, enter into an agreement for dilution of their rights in this Agreement for the purposes of listing of the Securities in accordance with this Agreement.

#### 16.4 **Third Party Sale**

16.4.1 The Company and Promoters shall cause sale of Investor Shares to one or more financial investors (“**Third Party Sale**”), on such terms including valuation, as are acceptable to the Investors.

16.4.2 The Company and the Promoters shall be required to initiate the Third Party Sale immediately upon the receipt of a notice from the Existing Investors and/or the New Investor. For the avoidance of doubt, it is clarified that a Third Party Sale shall be deemed to occur in respect of the Investors only when the Investors have been provided an Exit in relation to all (and not less than all) of their respective Investor Shares in the Company on such terms and conditions as are acceptable to the Investors and such Exit has been evidenced by a successful completion of the Transfer of all (and not less than all) the Investor Shares held by the Investors in favour of the financial investors.

16.4.3 In the event of a Third Party Sale, the Company and the Promoters shall appoint financial or technical advisors, bankers, lawyers, and accountants and/or other intermediaries as acceptable to the Investors, to facilitate such Third Party Sale.

16.4.4 Notwithstanding anything contrary contained herein but subject to Clause 13.4 above, an Investor shall at all times have the right to sell any or all the Investor Shares held by it to a buyer identified on its own, or at its option, to a buyer identified during the process specified under Clause 13 (*Transfer by the Investor*) in accordance with such terms and conditions as may be agreed between the relevant Investor and such buyer (including the valuation).

#### 16.5 **Buyback by the Company or Put Option on the Promoters**

The Existing Investors on the one hand and the New Investor on the other hand, shall, jointly or severally, have one or both of the following rights under Clause 16.5.1 and Clause 16.5.2, at their sole respective option.

##### 16.5.1 **Buyback by the Company**

(i) The Company shall and the Promoters shall cause the Company, to buyback/purchase, some, or all of the Investor Shares (“**Buyback Shares**”) (in the manner prescribed by applicable Law), upon the Investor(s) issuing a written notice to the Company and the Promoters (“**Buyback Request Notice**”), stipulating the same.

- (ii) The Investor delivering the Buyback Request Notice to the Company and the Promoters, shall simultaneously deliver a copy of such notice to the other Investors. Each of the Investors shall be entitled to deliver a Buyback Request Notice more than once at its sole discretion. The Company shall initiate the buyback process no later than 30 (Thirty) days of receipt of a Buyback Request Notice from any of the Investors. If within 15 (Fifteen) days of receipt of a Buyback Request Notice by the Company and the Promoters from any of the Investors, the Company and the Promoters receive another Buyback Request Notice from any other Investor, the Company shall be required to effect the buyback of the Investor Shares indicated in all such Buyback Request Notices simultaneously.
- (iii) Upon a receipt of the Buyback Request Notice(s) issued to the Company, the Company shall, subject to applicable Laws, issue a notice of buyback for buyback of all the Buyback Shares, to the Investors (“**Buyback Notice**”). The Buyback Notice shall stipulate the time period within which the Buyback must be completed (which time period must be acceptable to the Investor(s)). The Investor(s) that have issued a Buyback Request Notice shall have the right to participate in such Buyback up to the extent of all and not less than all their respective Investor Shares. In order to enable the Buyback by the Company, the Shareholders other than such Investors shall waive their respective right to participate in the Buyback process initiated by the Company.
- (iv) The price at which each Buyback Share shall be bought back shall be the Fair Market Value of the Securities plus any accrued, accumulated or declared but unpaid dividends until the date of issuance of the Buyback Notice and acceptable to the Investors.
- (v) In no event shall the number of Buyback Shares to be bought back under this Clause 16.5 be less than the lower of (i) the maximum number of Securities that the Company is eligible to buy back in accordance with applicable Law; and (ii) all the Buyback Shares.
- (vi) It is clarified that the Investors, whether or not they have participated in the Buyback shall also be entitled to exercise their rights in accordance with Clauses 16.6 (*Drag Along Right*), in accordance with the provisions thereof and such non-participation in the Buyback shall not, in any manner, prejudice or affect the rights and entitlements of the Investors.
- (vi) The Company and the Promoters agree and acknowledge that they shall cooperate with each other and take necessary steps to cause the Company to buy back the Investor Shares held by the Investors as specified in the Buyback Notice within 120 (One Hundred and Twenty) days of delivery of the Notice for Buyback in compliance with applicable Law. Such Buyback can be exercised through one or more buyback offers in accordance with applicable Law.
- (vii) The Investors that have issued the Buyback Request Notice shall be entitled to sell their Investor Shares in a Buyback, in priority over any other Shareholders. The Promoters and all other Shareholders (including the other Investors) hereby irrevocably and unconditionally waive any and all rights that they have in respect of offering their Securities in such Buyback until the Investor Shares held by the Investors are bought back in full.
- (viii) Upon issue of the Buyback Notice, the Company and the Promoters agree and undertake that, subject to applicable Law, they shall, without any recourse to the Investors, take all steps necessary to allow the Company to satisfy the

requirements under this Clause 16.5.1, including obtaining all necessary Approvals or Consents (statutory or otherwise), undertaking the Buyback in one or more tranches, maintaining sufficient reserves and cash flows, and otherwise extending all such cooperation as may be required to facilitate the Exit of the Investors. It is agreed by the Parties, that any and all costs in relation to the Buyback, including legal fees, accounting fees, investment/merchant banker expenses, etc., shall be borne solely by the Company.

#### 16.5.2 **Put Option of the Investors**

- (i) The Promoters shall acquire up to all the Investor Shares (“**Put Option**”) at a price equal to Fair Market Value plus any accrued, accumulated or declared but unpaid dividends until the date of issuance of the Put Option Notice (“**Put Price**”), in the manner provided in this Clause 16.5.2.
- (ii) The Existing Investors on the one hand and the New Investor on the other hand, may, jointly or severally, exercise their rights in respect of the Put Option by a written notice to the Promoters (represented by Promoter Representative) (“**Put Option Notice**”), stating that they wish to exercise their right under this Clause 16.5, specifying the (i) the number of Investor Shares to be sold to Promoters, and (ii) the Put Price. Prior to the expiry of 30 (Thirty) days from the Put Option Notice issued by an Investor, the Promoters will send across a written notice (the “**Put Response Notice**”) to the relevant Investor(s) notifying their acceptance of the Put Option Notice and specifying the date on which the Put Option will be completed, being a date no later than 90 (Ninety) days after the date of the Put Response Notice for payment of the Put Price (“**Put Option Date**”); and the place or places where certificates for the Investor Shares are to be transferred for payment of the Put Price.
- (iii) The Investors shall, after the receipt of the Put Response Notice to elect in writing (the “**Put Acceptance Notice**”), require the Promoters to purchase the Investor Shares held by the Investors on or prior to the Put Option Date. Upon receipt of the Put Acceptance Notice, the Promoters will prior to the Put Option Date, deposit the Put Price in respect of the relevant Investor Shares to be bought by the Promoters on the Put Option Date to a bank account designated by the relevant Investors as per the requirements of the Act.
- (iv) The Parties shall take all necessary steps, including passing of all necessary resolutions, to effectuate the Put Option.
- (v) The Promoters shall have the right to undertake the Put Option in the manner set out in this Clause 16.5.2, through acquisition financing, *inter alia*, raised by way of pledge of / Encumbrance on the Securities held by the Promoters and the Securities proposed to be acquired by the Promoters, under this Clause 16.5.2, without the Investors’ Consent and upon the Investors receiving the Put Price, provided that, the proceeds raised pursuant to such acquisition financing under this Clause 16.5.2, shall be utilized by the Promoters solely for the purposes of acquiring Securities from the Investors, in the manner specified herein.

16.5.3 It is clarified that the Company and the Promoters shall be obligated to do all such acts and deeds as may be necessary to provide a complete Exit to the Investors, including providing all necessary and relevant information, obtaining all necessary Consents and Approvals, if any, and ensuring compliance with applicable Law, in a timely manner, and provide all assistance to the Investors to cause the consummation of the transactions specified in this Clause 16. The Investors agree that they shall vote their Securities and provide such reasonable information that is required to consummate the transactions

contemplated under this Clause 16, including obtaining any Investor specific Approvals, if applicable.

## 16.6 Drag Along Right

- 16.6.1 In addition and without prejudice to, any other rights that the Investors may have under this Agreement and under applicable Law, if the Company and the Promoters fail to provide an Exit to the Investors, in accordance with the foregoing provisions of this Clause 16, then such Investor (where the Existing Investors shall act jointly) (“**Dragging Investor**”) shall have the right (but not the obligation) to cause the Transfer of any or all of the Securities (“**Dragged Shares**”) held by the other Shareholders (other than those held by the other Investor(s)) (“**Dragged Shareholders**”), along with the transfer of the Investor Shares held by the Investor exercising the rights contained herein or any part thereof (“**Drag Sale**”), to any purchaser or a group of purchasers identified by it (including a Competitor) (“**Drag Purchaser**”). If a Dragging Investor proposes to exercise its rights above relating to a Drag Sale (“**Drag Along Right**”), then the Dragging Investor shall give a written notice of the same (“**Drag Notice**”) to all the other Shareholders and the Company. In such case, the other Investor(s) (“**Exit Tagging Investor**”) shall have the right (but not the obligation) (“**Exit Tag Right**”) to Transfer all of the Exit Tag Shares (as defined below), on the same terms and conditions specified in the Drag Notice, together with the Securities held by the Dragging Investor, and the Dragged Shareholders (as applicable).
- 16.6.2 It is clarified that the Dragged Shareholders and the Exit Tagging Investor, shall sell their respective Securities to the Drag Purchaser on the same terms and conditions as those offered to the Dragging Investor. “**Exit Tag Shares**” with respect to each Exit Tagging Investor shall mean, all or a part of the Investor Shares held by such Exit Tagging Investor, as may be determined by such Exit Tagging Investor at its sole discretion. Notwithstanding anything stated under this Clause 16.6, if the Drag Sale is in favour of a Competitor, the Dragging Investor shall procure that, the Dragged Shares shall be equal to: (i) such number of Securities that shall not result in the Shareholding of the Promoters cumulatively falling below 51% (fifty one percent) of the Share Capital; or (ii) all the Securities held by the Promoters. The manner in which the procurement obligation is complied with between sub-clauses (i) and (ii) in the immediately preceding sentence shall be determined by the Dragging Investor.
- 16.6.3 The Drag Notice shall specify the: (a) name of the Drag Purchaser; (b) consideration payable per Dragged Share; (c) number of Dragged Shares to be sold by the relevant Dragged Shareholder; and (d) summary of the material terms on which the Drag Purchaser is willing to purchase the Dragged Shares. Upon receipt of a Drag Notice, in the event that an Exit Tagging Investor elects to exercise its Exit Tag Right, it shall deliver a written notice (“**Exit Tag Acceptance Notice**”) of such election to the Dragging Investor within 15 (Fifteen) days from the receipt of the Drag Notice (“**Exit Tag Acceptance Period**”), and upon giving such Exit Tag Acceptance Notice, the Exit Tagging Investor shall be deemed to have exercised its Exit Tag Right. In such case, the Dragging Investor shall ensure that the Drag Purchaser purchases from the Exit Tagging Investor, all of the Exit Tag Shares as part of the Drag Sale.
- 16.6.4 A Drag Notice shall be revocable by the Dragging Investor by a written notice to all the Shareholders and the Company at any time before the closing of the Drag Sale of the Dragged Shares and the Exit Tag Shares, and any such revocation shall not prohibit the exercise of a Drag Along Right at any time in future. In case of revocation of a Drag Notice, the Exit Tagging Investor shall cease to have an Exit Tag Right with respect to such Drag Sale (without prejudice to its rights exercisable in the event of a future exercise of a Drag Along right by a Dragging Investor).



- 16.6.5 Upon receipt of a Drag Notice, the Company, the Promoters and the Exit Tagging Investor shall do all acts, deeds, and things necessary in a timely manner and in any event within such time periods as may be specified in the Drag Notice, in order to successfully complete a Drag Sale. In an event a Drag Sale is being exercised in the manner set out in this Agreement, the obligations of the Company and the Promoters under this Clause 16.6 shall include, without limitation, voting in favour of or procuring the approval of the Board (and any relevant committee thereof) for the Drag Sale and expressly waiving any dissenter's rights or rights of appraisal or similar rights. The Company, the Promoters, and as applicable, the other Shareholders, shall also ensure, delivery of share certificates, and execution and delivery of share transfer forms (in relation to the Dragged Shares and the Exit Tag Shares, as applicable).
- 16.6.6 The closing of any purchase of the Dragged Shares and the Exit Tag Shares (if applicable) shall take place simultaneously with the closing of the purchase of the Investor Shares held by the Dragging Investor(s). At such closing, the Dragged Shareholders and the Exit Tagging Investor shall do all such acts or things as may be required to Transfer the Dragged Shares and the Exit Tag Shares to a securities account designated by the Drag Purchaser. The Dragged Shareholders and the Exit Tagging Investor shall ensure that their respective Securities to be sold to the Drag Purchaser are free and clear of any Encumbrance. At such closing, all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to give effect to the sale of the Securities to the Drag Purchaser.
- 16.6.7 If a Dragged Shareholder fails, refuses or is otherwise unable to comply with its obligations under this Clause 16.6, then the Company shall have the authority and be obliged to designate a Person to execute and perform the necessary sale on such Dragged Shareholder's behalf. The Company may receive and hold the purchase consideration in trust for such Dragged Shareholder and cause the Drag Purchaser to be registered as the holder of the Dragged Shares being sold by the relevant Dragged Shareholder. The receipt by the Company of the purchase consideration shall be a good discharge to the Drag Purchaser (who shall not be bound to see to the application of this amount).
- 16.6.8 Notwithstanding anything to the contrary contained in this Agreement, it is agreed and clarified that any breach by the Dragged Shareholders and/or the Company of their obligations under this Clause 16.6 shall not relieve the Company and/or the Dragged Shareholders of any of their obligations under this Clause 16.6 and it is hereby agreed and clarified that the Investors shall continue to be entitled to exercise its rights under this Clause 16, until a complete Exit is provided to the Investors.
- 16.6.9 It is hereby further clarified that upon exercise of the Drag Along Right, if any Investor Shares (convertible into Equity Shares) issued by the Company to the Investors have not been converted into Equity Shares as on the date of the Drag Notice set out above, then, the Investor, may (at its option) require the Company, and the Company shall, forthwith and in any event within 15 (Fifteen) Business Days from receipt of such request, undertake such steps as are necessary for converting such Investor Shares held by the Investors into Equity Shares in accordance with the provisions of this Agreement.
- 16.6.10 If any Drag Purchaser refuses to purchase the Exit Tag Shares along with the Dragged Shares, then the Exit Tagging Investor shall be entitled to sell the entirety of the Exit Tag Shares, and the number of Securities to be sold by the Dragged Shareholders shall accordingly be reduced.
- 16.6.11 Notwithstanding anything to the contrary, the restrictions on Transfer of Securities set out in Clauses 13 (*Transfer of Securities by the Investor*) and 14 (*Transfer of Securities by the Promoter*) above shall not apply to any Transfer of Securities to a Third Party Purchaser in accordance with this Clause 16.6.

## 17. REPRESENTATIONS AND WARRANTIES

Each Party severally represents, to the other Parties hereto in relation to itself, that:

- 17.1 such Party has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and, if such Party is not a natural Person, such Party is duly incorporated or organized and existing under the laws of the jurisdiction of its incorporation or organization;
- 17.2 the execution and delivery by such Party of this Agreement and the Transaction Documents (other than the Existing Investors SSA, in case of the New Investor and other than the New Investor SSA, in case of the Existing Investors) and the performance by such Party of such Transaction Documents (other than the Existing Investors SSA, in case of the New Investor and other than the New Investor SSA, in case of the Existing Investors) has been duly authorised by all necessary corporate or other action of such Party;
- 17.3 subject to the due authorization, execution, and delivery hereof by the other Parties, this Agreement and the other Transaction Documents (other than the Existing Investors SSA, in case of the New Investor and other than the New Investor SSA, in case of the Existing Investors) constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms; and
- 17.4 the execution, delivery and performance of this Agreement and the Transaction Documents (other than the Existing Investors SSA, in case of the New Investor and other than the New Investor SSA, in case of the Existing Investors) by such Party and the consummation of the transactions contemplated thereby will not: (i) breach any provision of the organizational or governance documents of such Party; (ii) require such Party to obtain any Consent, Approval or action of, or make any filing with or give any notice to, any Governmental Authority, other than any such Consent, Approval, action or filing that has already duly obtained or made or required to be made under the Transaction Documents; (iii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any material instrument, contract or other agreement to which such Party is a party or by which such Party is bound; or (iv) violate any order, judgment or decree against, or binding upon, such Party or upon its respective Securities, properties or businesses.

## 18. EVENT OF DEFAULT

- 18.1 Each of the following events is hereinafter referred to as “**Event of Default**”:
  - 18.1.1 If the Group Companies or the Promoters are in breach of provisions of the Clauses 4.2 (*Appointment of Investor Director or Observer*), 6 (*Affirmative Vote Matters*), 8 (*Non-compete and Non-solicitation*), 14 (*Transfer Of Securities By Promoters*) and 15 (*Liquidation Preference*) and such breach or failure is either: (a) not capable of being remedied to the satisfaction of the Investors; or (b) is not remedied by the Company or the Promoters to the satisfaction of the Investors, within 30 (thirty) days of the date of a notice issued by any of the Investors to the Company or the Promoters requiring them to remedy that breach or failure (as the case may be) (“**Cure Period**”).
  - 18.1.2 If the Promoters are found to have committed an act of fraud in relation to the Business of the Group Companies upon conviction by a court of competent jurisdiction.
  - 18.1.3 If a petition of insolvency, liquidation or winding up is admitted by the adjudicating authority against the Group Companies or the Promoters or if the Group Companies or the Promoters are declared bankrupt or insolvent or an acknowledgement is provided by

the Company or the Promoters of its / their inability to pay off debts (other than debts owed to trade creditors) as defined under the Insolvency and Bankruptcy Code, 2016.

18.2 In the event that either the Group Companies or any of the Promoters commit an Event of Default, which is not cured within the Cure Period, then, in addition and without prejudice to the rights available with the Investors under applicable Law, equity or otherwise, the following shall apply upon either the Existing Investors (acting jointly) or the New Investor electing to apply the same by way of an Event of Default notice:

18.2.1 all obligations of the relevant Investor that has issued a notice of Event of Default, and all restrictions imposed on such Investor(s) under the Transaction Documents, except for their obligations under Clause 22 (*Confidentiality*), shall automatically lapse without requirement of any further act, deed, or thing. Without prejudice to the generality of the foregoing, this will include any obligation to comply with any of the Transfer restrictions under any Transaction Documents;

18.2.2 all restrictions on the Promoters and the Company and all rights available to the Investors against the Promoters and the Company under the Transaction Documents shall continue in full force and effect in accordance with the provisions of the Transaction Documents;

18.2.3 the right to appoint any Directors on the Board by the Promoters shall fall away and cease to exist;

18.2.4 the Investor(s) that have issued the notice of Event of Default shall be entitled to direct the Company to terminate the defaulting Promoter's employment; and

18.2.5 the Investors shall have the right to immediately exercise any of their rights, unanimously (solely or in combination) under Clause 16 (*Exit Rights*), without reference to any time limits stated therein.

### 18.3 **Consequences of an Event of Default**

18.3.1 In the event of an Event of a Default (which has not been cured in accordance with Clause 18.1), in addition to any other rights available to the Investors under this Agreement, the Existing Investors on the one hand and the New Investor on the other hand, shall jointly or severally at their respective option, by a notice delivered to the Company and the Promoters, have the right but not the obligation to consummate / require the Company and the Promoters to consummate a sale of Securities held by such Investors pursuant to the Exit Transactions ("**Accelerated Sale**"). Till such Accelerated Sale is provided, the Investors have a right to have injunctive relief and restraining order to ensure discontinuation of the Event of Default.

18.3.2 If the Existing Investors (acting jointly) and/or the New Investor exercise the Accelerated Sale right in the manner specified in Clause 18.3.1 above, the Promoters agree and undertake that they shall Transfer up to all the Securities held by such Investor(s) to a Third Party Purchaser and shall undertake all necessary actions and omissions, including voting rights to enable the Accelerated Sale, as required by the relevant Investor(s). The Parties agree that the proceeds of the Accelerated Sale shall be distributed in the manner the Distributable Proceeds are to be distributed as per Clause 15 (*Liquidation Preference*). It is further agreed that the mechanics of the Accelerated Sale, shall be as decided by the relevant Investors exercising the Accelerated Sale right.

18.3.3 In the event the Company and the Promoters are unable to give effect to the rights exercised by an Investor, under Clause 18.3 within a period of 90 (Ninety) days from the occurrence of the Event of Default, such Investor(s) shall, jointly or severally, at their

sole discretion, have the right to cause a change in management of the Company, in any manner they deem fit.

## **19. TERM AND TERMINATION**

### **19.1 Term**

Subject to Clause 2, this Agreement shall be effective from the date hereof and shall be in force and effect as per the terms hereof, unless terminated earlier in accordance with Clause 19.2 or Clause 19.3 below.

### **19.2 Termination prior to Closing**

If the New Investor SSA is terminated prior to the Closing Date in accordance with the terms thereof, then this Agreement shall automatically stand terminated.

### **19.3 Termination Post Closing:**

#### **19.3.1 Upon Closing:**

- (i) this Agreement shall continue in full force and effect in respect of each Shareholder unless such Shareholder and its Affiliates cease to hold any Securities at all, in accordance with the terms of this Agreement, in which case this Agreement shall stand terminated with respect to such Shareholder and its Affiliates.
- (ii) Upon listing of the Equity Shares of the Company on any Recognised Stock Exchange in India or any exchange outside India, as may be required by the applicable Law; Provided that if this Amended and Restated Shareholders' Agreement or any part thereof, is required to be terminated or suspended as per applicable Law for the purpose of initiating/ completion of IPO, the Parties will agree to terminate the same on the condition that such termination or suspension will be reversed in the event the Securities of the Company are not listed on the stock exchange pursuant to such process. Accordingly, this Amended and Restated Shareholders' Agreement shall come into full force and effect on the earlier of the date on which the offer documents for the listing are withdrawn by the Company or the Parties agree to shelve the IPO, without requiring any further action on the part of any of the Parties.

19.4 Provided however, termination of this Agreement shall not affect any rights or obligations which have accrued or become due under this Agreement or any other Transaction Document prior to the date of termination and the continued existence and validity of the rights and obligations of the Parties under Clause 20 below or survival provisions under any other Transaction Document (together with those clauses necessary for their interpretation).

## **20. SURVIVAL**

The provisions of Clauses 1 (*Definitions and Interpretation*), 8 (*Non-Compete and Non-Solicitation*), 20 (*Survival*), 21 (*Notices*), 22 (*Confidentiality*), 23 (*Announcements*), 24 (*Governing Law*), 25 (*Dispute Resolution*) and 26 (*Miscellaneous*) shall survive the termination of this Agreement and nothing herein shall relieve any Party from its obligations under such provisions or from any liability or obligations arising out of or accruing pursuant to this Agreement prior to its termination. Provided however if the Agreement is terminated prior to Closing, the Agreement shall terminate in toto barring any accrued rights and liabilities under Clause 2 of this Agreement.

## **21. NOTICES**

- 21.1 Unless otherwise stated, all notices, approvals, instructions, and other communications for the purposes of this Agreement shall be given in writing by a Party by personal delivery or by sending the same by prepaid registered mail or by electronic mail addressed to the Party concerned at its address stated at **Schedule 7** and/or any other address subsequently notified to the other Parties for the purposes of this Clause 21.1.
- 21.2 Any such notice, unless the contrary is proved, shall be deemed to be effective: (a) in the case of registered mail, 10 (Ten) calendar days after posting, with certified mail receipt requested, postage prepaid; or (b) in the case of personal delivery, at the time of delivery, if delivered to the other Party during the Business Day or at the start of the next Business Day, if delivered at any other time; or (c) when delivered by courier, on the 2nd (Second) Business Day after deposit with an international overnight delivery service, postage prepaid, with next Business Day delivery guaranteed, provided that the sending Party receives a confirmation of delivery from the delivery service provider; or (d) in case of delivery by email, at the time when the sending of the email is recorded on the sender's computer, unless the sender receives a message from its internet service provider or the recipient's mail server indicating unsuccessful transmission.
- 21.3 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.
- 21.4 In Clause 21.2 above, "during a Business Day" means any time between 9.30 am and 5.30 pm on a Business Day based on the local time where the recipient of the notice is located.
- 21.5 In the event of change in address and contact details of a Party, that Party shall, by notice to the other Parties, intimate such change in its address and contact details and such change shall become effective on the 5th (Fifth) Business Day from the receipt of the notice by the addressee. Any failure to intimate the change in contact details and address of a Party in the manner set out in this Clause 21.5 shall be interpreted against that Party and any notice sent to the address and contact details that have been last notified to the other Parties in accordance with this Clause 21, prior to such change, shall be deemed to be proper notice to that Party.

## **22. CONFIDENTIALITY**

- 22.1 Each Party undertakes that it shall hold in strictest confidence, and shall not use, reveal, exploit or disclose and shall cause its respective representatives or officers not to use, reveal, exploit or disclose to any third party, any Confidential Information acquired by it or them, from, or on behalf of the Company, Promoters or any other Party, in connection with this Agreement or any other ancillary agreement or transactions contemplated therein, in each case concerning the organization, business, finance, transactions or affairs of the Company, Promoters, or any other Party without the prior consent of the Company, Promoters or the concerned Parties as the case may be. Each Party shall take all necessary precautions to secure all Confidential Information. The term "Confidential Information" as used in this Agreement shall mean the following information which a Party may, from time to time receive or obtain or in writing or in disk or electronic form) from any other Party as a result of negotiating, entering into or performing its obligations pursuant to this Agreement or, in relation to information relating to the Subsidiaries, which the Company otherwise has in its possession:
- 22.1.1 the existence of this Agreement and the Transaction Documents and the terms and status hereof and thereof (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date of execution hereof);
- 22.1.2 in case of the Investors and/or the New Investor, any information concerning the organization, business, Intellectual Property, know-how, finance, transactions, or affairs of the Company and their Affiliates (whether such information is furnished before, on or

after the date hereof) including any information or materials prepared by the Investors and/or the New Investor or their respective representatives that contain or otherwise reflect, or are generated from, such Confidential Information;

- 22.1.3 in the case of the Company, all information of whatever nature concerning the organization, business, Intellectual Property, finances, assets, liabilities, dealings, transactions, know how, customers, suppliers, processes or affairs of the Investors or any of their respective Affiliates (including information provided by the Investors relating to the Affiliates of the Company (e.g., potential business plans or strategies), regardless of when such information was obtained), or any of their group undertakings from time to time, including any information or materials prepared by or for the Company or its representatives that contain or otherwise reflect, or are generated from, such Confidential Information;
- 22.1.4 in case of any Party, any information whatsoever concerning or relating to: (a) any Dispute or claim arising out of or in connection with this Agreement; or (b) the resolution of such claim or Dispute; and
- 22.1.5 any information which is indicated to be confidential in relation to the Party disclosing it or is otherwise non-public information for which the disclosing Party treats as such (or in relation to any of its group undertakings from time to time).

22.2 The restrictions and obligations of Clause 22.1 shall not apply to:

- 22.2.1 information or materials that were, are or become available to the public other than as a result of disclosure by or at the direction of the Parties or any of their respective representatives in violation of this Agreement;
- 22.2.2 a disclosure to the representatives or advisors of any Party, as may be contemplated by this Agreement or to the extent required to enable such Party to carry out its rights and obligations under this Agreement and subject to such Person being bound by confidentiality obligations;
- 22.2.3 a disclosure that is required for the purpose of obtaining any Consents required under this Agreement, provided that only such portion of the Confidential Information as is required for the purpose of obtaining such Consent is disclosed and the Person to whom such Confidential Information is disclosed is informed of the confidential nature of such Confidential Information;
- 22.2.4 information which such disclosing Party lawfully possessed prior to obtaining it from another Person;
- 22.2.5 a disclosure, after giving prior notice to the other Parties to the extent practicable under the circumstances and subject to any practicable arrangements to protect confidentiality, to the extent required by any Laws or by the regulations of any stock exchange or regulatory authority to which any Party (or any of its Affiliates) is or may become subject or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement; and
- 22.2.6 a disclosure by an Investor to its Affiliates, existing and potential limited partners, general partners, service providers, fund providers and advisors, direct or indirect line of credit providers and prospective buyers, each of whom shall be bound by confidentiality obligations, which shall not be less stringent than the obligations contained under this Clause 22 of this Agreement.

## 23. ANNOUNCEMENTS

The Parties will consult with each other before issuing and provide each other with the opportunity to review and comment upon, any press release or other public statement with respect to the transactions contemplated by this Agreement and shall not issue any such press release or make any such public statement without the advance written consent of the other Party following such consultation, except as may be required by applicable Law or court process.

## 24. GOVERNING LAW

This Agreement shall, in all respects, be governed and interpreted by, and construed in accordance with the laws of India and subject to Clause 25 below, the courts in New Delhi shall have exclusive jurisdiction, without giving effect to conflict of law principles (“**Governing Law**”).

## 25. DISPUTE RESOLUTION

- 25.1 Any and all disputes, differences, claims, or controversies between or among the Parties, arising out of, relating to, or in connection with, this Agreement including any question regarding its existence, validity or termination thereof (hereinafter referred to as a “**Dispute**”), a Party may give the other Parties notice that a Dispute has arisen (a “**Dispute Notice**”) and the Parties shall negotiate to amicably resolve the Dispute within 30 (Thirty) days of service of the Dispute Notice (or such longer period as the Parties may mutually agree) (the “**Resolution Period**”).
- 25.2 If the Dispute is not resolved within the Resolution Period, the Dispute shall be referred to arbitration. The arbitration shall be conducted and finally settled in accordance with the rules of the Singapore International Arbitration Centre (“**SIAC**”) (which rules shall hereinafter be referred to as the “**SIAC Rules**”) in effect at the time of the arbitration, provisions whereof shall be deemed to have been incorporated under this Clause 25.2 by reference. Each Party to the Dispute shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced under this Agreement.
- 25.3 Subject only to Clause 25.4, the seat, or legal place, of the arbitration, and the venue of the arbitration shall at all times be Singapore.
- 25.4 Notwithstanding anything contained in Clause 25.3, if both the Existing Investors on the one hand and the New Investor on the other hand, are both parties to a Dispute or one of the disputing Parties are the Existing Investors, then the venue of arbitration in such case shall be New Delhi, with the seat or legal place of arbitration continuing to remain Singapore.
- 25.5 The language to be used in the arbitral proceedings, including language of any documents used in those proceedings, will be English.
- 25.6 The arbitration tribunal shall consist of 3 (Three) arbitrators out of which each Party to the Dispute shall appoint 1 (One) arbitrator each, and the third arbitrator shall be appointed jointly by the 2 (Two) arbitrators so appointed, who shall act as the chairman or presiding arbitrator of the arbitral tribunal. In the event of failure of the 2 (Two) arbitrators appointed by the Parties to the Dispute, to mutually consent on the name of the third arbitrator, the third arbitrator shall be appointed by SIAC in accordance with the SIAC Rules. If either Party to the Dispute fails to nominate an arbitrator within 30 (Thirty) days of receiving a written notice of the nomination of an arbitrator by the other Party, SIAC shall appoint an arbitrator for and on behalf of such Party in accordance with the SIAC Rules.
- 25.7 The law governing this Agreement shall be the Governing Law. The arbitrators shall state the reasons for their decisions in writing.

- 25.8 The arbitration award rendered by the arbitration tribunal will be final and binding on the Parties and none of the Parties shall be entitled to commence or maintain any action in a court of law upon any matter in Dispute arising from or in relation to this Agreement, except for the enforcement of an arbitral award granted pursuant to this Clause 25.8 or to the extent permitted under Law. The costs and expenses of arbitration, including, without limitation, the fees of the arbitration, shall be borne as may be determined by the arbitrator (at its discretion).
- 25.9 The arbitration tribunal appointed in accordance with Clause 25.6 above may consolidate the arbitration proceeding with any other arbitration proceeding arising out of or in connection with the Agreement, if it is determined that (i) there are issues of fact or Law common to the proceedings such that a consolidated proceeding would be more efficient than multiple separate proceedings, and (ii) no Party would be prejudiced as a result of such consolidation through undue delay or otherwise.
- 25.10 Notwithstanding the foregoing, either Party to the arbitration shall be entitled to apply, pending arbitration to any court of competent jurisdiction for injunctive relief/protective order, to restrain any actual or threatened conduct in relation to this Agreement or the subject matter of the Dispute.
- 25.11 Notwithstanding the existence of any Dispute or commencement of any arbitration proceedings in accordance with the provisions of this Clause 25, the rights and obligations of the Parties under this Agreement shall remain in full force and effect pending the award in such arbitration proceeding, which award, if appropriate, shall determine whether and when any termination shall become effective. The Parties shall continue to perform their respective obligations under this Agreement to the extent reasonably possible and such proceedings shall be conducted so as to cause minimum inconvenience to the performance by the Parties of such obligations.
- 25.12 No Party or Person involved in any way in the initiation, coordination, or operation of the arbitration of any Dispute may disclose the existence, content or results of the Dispute or any arbitration conducted under this Agreement in relation to that Dispute, in each case subject to those disclosures permitted by Clause 22 (Confidentiality).

## **26. MISCELLANEOUS**

### **26.1 Completion of Sale and Purchase of Securities**

26.1.1 Any Transfer or attempt to Transfer any Securities in contravention of the provisions of this Agreement, shall be null and void, and the Company and the Board shall not approve or register any such Transfer or acknowledge the same in any manner.

26.1.2 At completion of Transfer of Securities in accordance with the terms of this Agreement, the buyer (unless already a Shareholder) shall execute and deliver to the Company and the Investor, a Deed of Adherence under which it covenants to observe and be bound by the terms of this Agreement.

### **26.2 No Partnership**

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, nor shall the execution, completion and implementation of this Agreement confer on any Party any power to bind or impose any obligations to any third parties on any other Party or pledge the credit of any other Party and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.

### **26.3 Entire Agreement**

26.3.1 Each of the Parties to this Agreement confirms on behalf of itself that the Transaction Documents (including all exhibits and schedules hereto) together represent the entire



understanding and constitutes the entire agreement, and supersedes any and all prior agreements (including without limitation the Existing SHA, subject to Closing having occurred in the manner set out in the New Investors SSA), term sheets (including the term sheet dated 13 April 2022 entered into between the Company, the Promoters and the New Investor), understandings, representations and warranties, both written and oral, among the Parties with respect to the subject matter of this Agreement.

- 26.3.2 The Parties acknowledge that none of the Parties nor any of their respective Affiliates nor any officer, director, employee, representative, agent or advisor of any of them makes or has made any representation or warranty, express or implied, or any other inducement or promise to the other Parties except as specifically made in the Transaction Documents.

#### 26.4 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or in portable document format (.pdf) sent by electronic mail shall be effective as the signing of a manually executed counterpart of this Agreement until such time as such manually executed counterpart is delivered to the remaining Parties.

#### 26.5 Assignment

- 26.5.1 Except as set out under Clause 14.2 (*Permitted Transfer*), the Promoters shall not be entitled to assign this Agreement or any of its rights and obligations hereunder to any Person, without prior written Investors' Consent.
- 26.5.2 Subject to the terms of this Agreement, the Existing Investors shall be entitled to freely assign their respective rights and obligations under this Agreement, along with Transfer of Investor Shares held by the Existing Investors. Provided however that in case of a part Transfer of Shares by an Existing Investor, the rights of such Existing Investor and the transferee shall be exercised as a block and communicated to the Company and Promoters by Investor 1. It is clarified that the rights so transferred by an Existing Investor under this Clause 26.5 shall not, in the aggregate, exceed the rights originally available to the Existing Investor under this Agreement.
- 26.5.3 Subject to the terms of this Agreement, the New Investor shall be entitled to freely assign its rights and obligations under this Agreement, along with Transfer of Investor Shares held by the New Investor. Provided however that in case of a part Transfer of Shares by the New Investor, the rights of the New Investor and the transferee shall be exercised as a block and communicated to the Company and Promoters by the New Investor. It is clarified that the rights so transferred by the New Investor under this Clause 26.5 shall not, in the aggregate, exceed the rights originally available to the New Investor under this Agreement.

#### 26.6 Independent Rights

Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

#### 26.7 Amendments

No amendment or modification to this Agreement of any of the terms and conditions hereof shall be valid or binding unless set forth in writing and duly executed by each of the Parties to this Agreement.

#### 26.8 **Waivers**

26.8.1 No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give effect to the same and unless otherwise provided in the written waiver, shall be limited to the specific breach that has been waived.

26.8.2 The rights and remedies of the Parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any other Party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the Parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

#### 26.9 **Rights of Third Parties**

Other than as provided for in this Agreement, nothing in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.

#### 26.10 **Additional Rights**

The Company shall not and/or Promoters shall ensure that the Company does not, grant or agree to grant any other current/potential investor any rights which are more favourable than those granted to the holders of Investor Shares. If the rights granted to any other investor are at variance with rights of the Investor Shares, the holders of Investor Shares shall be entitled to such favourable terms as are offered by the Company to the current/potential investor.

#### 26.11 **Investors not to be considered a “Promoter”**

The Parties agree that the Investors are mere financial investors in the Company and are not responsible for the day-to-day affairs of the Company. Subject to the provisions of applicable Law, the Company shall make best endeavours and take all reasonable actions to ensure that the Investors shall not be considered/classified to be a “promoter” of the Company or any person acting in concert of the “promoter” of the Company for any reason whatsoever and any Securities acquired by the Investors are not subject to any restriction (including that of lock-in or other restriction) which are applicable to promoters under any applicable Law. Subject to applicable Law, the Company undertakes that it shall not name any of the Investors as a promoter in any prospectus or other document relating to the issuance or listing of Securities.

#### 26.12 **Fall away of Rights**

Subject to Clause 26.5 above, the obligations of an Investor under this Agreement (other than the obligation to procure a Transferee to execute a Deed of Adherence upon Transfer of Securities by such Investor and obligations set out under Clauses 13.4 (*Promoters’ Right of First Offer*), 17 (*Representations and Warranties*), 19.3 and 19.4 (*Termination Post-Closing*), 20 (*Survival*), 22 (*Confidentiality*) and 26.15 (*Further Assurances*) of this Agreement) and the rights of the Investors under Clause 4 (*the Company Board*), Clause 5 (*Shareholders’ Meetings*), Clause 6 (*Affirmative Voting Rights*), Clauses 7.1 and 7.3 (*Access and Information Rights to the extent stated therein*), Clause 11 (*Pre-emption Rights*), Clause 13.2 (*Transfer to Competitors*), Clause 14 (*Transfer of Securities by Promoters*) (other than Clause 14.4 (*Tag*

*Along Right*)), Clause 16 (*Exit Rights*) and Clause 18 (*Event of Default*) of the Agreement shall cease to apply with respect to:

- (i) the Existing Investors, if the shareholding of the Existing Investors and their respective Affiliates cumulatively reduces below 5% (Five percent) of the Share Capital (“**Fallaway Threshold**”), only pursuant to any sale of the Investor Shares held by the Existing Investors (or their respective Affiliates) in the manner provided in this Agreement; and
- (ii) the New Investor, if the shareholding of the New Investor and its Affiliates cumulatively reduces below the Fallaway Threshold, only pursuant to any sale of the Investor Shares held by the New Investor (or its Affiliates) in the manner provided in this Agreement.

Provided however, upon the Existing Investors or the New Investor, as the case may be, falling below the Fallaway Threshold, such Investor shall have a right to participate (and not a right to trigger) in an initial public offer, third party sale or a buy-back being provided by the Company.

#### 26.13 Severability

If any provision of this Agreement is, or becomes invalid, illegal, or unenforceable under applicable Laws, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed to not be included in this Agreement but without invalidating any of the remaining provisions of this Agreement which shall not in any way be affected or impaired. The Parties hereto shall use all reasonable endeavours to replace the invalid or unenforceable provisions with a valid and enforceable and mutually satisfactory substitute provision, achieving as nearly as possible the intended commercial effect of the invalid, illegal or unenforceable provision.

#### 26.14 Specific Performance

The Parties agree that damages may not be an adequate remedy and the Parties may be entitled to an injunction, restraining order, right for recovery, specific performance, or other equitable relief to restrain any breach or enforce the performance of this Agreement.

#### 26.15 Further Assurances

26.15.1 The Parties hereto undertake with each other that (so far as they are legally able and permitted to do so) they will promptly, or will procure that a relevant Person will promptly, perform any and all such further acts, execute and deliver any and all such additional documentation, exercise any and all voting rights and powers, whether direct or indirect, available to them in relation to any Person, render any and all such assistance and do all such further things as may be necessary, expedient or desirable to ensure the complete and prompt fulfilment, observance and performance of the provisions of the Agreement so that full effect is given to the provisions of the Agreement.

26.15.2 Without prejudice to the foregoing, each of the Parties agree to cooperate with each other, and do all such acts, deeds, and things, as may be required to give full force and effect to each of the transactions contemplated in this Agreement, including in relation to any approvals required from Third Parties.

#### 26.16 Electronic Signatures

Except as otherwise required by applicable Law, execution and delivery of this Agreement or any other documents, certificates or instruments to be delivered pursuant to this Agreement may be executed and/or delivered by facsimile, email or other electronic means and upon receipt

shall be deemed to be, and shall have the same legal effect as, execution by an original signature and delivery in person, regardless of whether originals are delivered thereafter (it being agreed that original signature pages shall be delivered as soon as reasonably practicable thereafter).

**26.17 Conflict with Articles**

In the event of any conflict between the terms of this Agreement and those of the Articles of the Group Companies, as amongst the Parties hereto, then to the extent permitted by Law, the terms of this Agreement shall prevail over the Articles.

**26.18 Compliance with Anti-Corruption Laws**

26.18.1 Each Party shall, and shall cause: (a) all directors or officers, employees, and authorised agents of such Party, and (b) any other Persons acting for or on behalf of such Party at the direction of such Party, to:

- (i) comply with all Anti-Corruption Laws; and
- (ii) refrain from taking any action that would result in a violation of any Anti-Corruption Laws by the Party and all directors, officers, employees and authorized agents of such Party and any other persons acting for or on behalf of such Party at the direction of such Party.

*<<Signature pages follow>>*

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

For and on behalf of  
EPACK DURABLE PRIVATE LIMITED

Ajay DD Singhanian



\_\_\_\_\_  
Name: Ajay DD Singhanian  
Designation: MD & CEO



IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

By  
AJAY DD SINGHANIA

Ajay DD Singhanian



**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

By  
**BAJRANG BOTHRA**

*Bjr Bothra*

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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

By  
LAXMI PAT BOTHRA



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*SIGNATURE PAGE TO THE AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT ENTERED INTO BETWEEN EPACK DURABLE PRIVATE LIMITED, AUGUSTA INVESTMENTS ZERO PTE. LTD., INDIA ADVANTAGE FUND S4 I, DYNAMIC INDIA FUND S4 US I, LAXMI PAT BOTHRA, BAJRANG BOTHRA, SANJAY SINGHANIA, AJAY DD SINGHANIA, NIKHIL BOTHRA, NITIN BOTHRA, RAJAT KUMAR BOTHRA, PINKY AJAY SINGHANIA AND PREITY SINGHANIA*



IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

By  
SANJAY SINGHANIA

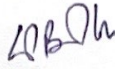
*Sanjay Singhania*

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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

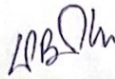
By **LAXMI PAT BOTHRA** on behalf of **NIKHIL BOTHRA**  
through a power of attorney dated 5<sup>th</sup> August, 2022



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**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

By **LAXMI PAT BOTHRA** on behalf of **NITIN BOTHRA**  
through a power of attorney dated 5<sup>th</sup> August, 2022



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**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

By **AJAY DD SINGHANIA** on behalf of **PINKY AJAY SINGHANIA**  
through a power of attorney dated 5<sup>th</sup> August, 2022

Ajay DD Singhania



IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

By **SANJAY SINGHANIA** on behalf of **PREITY SINGHANIA**  
through a power of attorney dated 5<sup>th</sup> August, 2022

Sanjay Singhania



IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.


By **BAJRANG BOTHRA** on behalf of **RAJJAT KUMAR BOTHRA**  
through a power of attorney dated 5<sup>th</sup> August, 2022

B 77 Both

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**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

For and on behalf of  
**AUGUSTA INVESTMENTS ZERO PTE. LTD.,**



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Name: Ivo Philipps  
Designation: Director

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

For and on behalf of  
**INDIA ADVANTAGE FUND S4 I**



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**Name: Nikhil Mohta**  
**Designation: Director- Private Equity**



**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

For and on behalf of  
**DYNAMIC INDIA FUND S4 US I**

  
\_\_\_\_\_  
Name: **Fareed Soreefan**  
Designation: Director

**SCHEDULE 1 | PART A****DETAILS OF PROMOTERS**

<b>No.</b>	<b>Name of the Promoter</b>	<b>PAN</b>	<b>Residence</b>
1.	Mr. Bajrang Bothra	AADPB1189J	B-114, Sector - 40, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201301
2.	Mr. Laxmi Pat Bothra	AAGPB5838F	B-116, Near Sai Mandir, Sector - 40, Gautam Buddha Nagar, Noida, Uttar Pradesh-201301
3.	Ajay DD Singhania	ATNPS6678N	D-145, Sector – 47, Near Jagran Public School, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301
4.	Sanjay Singhania	ATEPS4866M	D-144, Sector – 47, Near Jagran Public School, Noida, Gautam Buddha Nagar,
5.	Rajjat Kumar Bothra	AFLPB4031Q	B-114, Sector-40, Noida, Gautam Buddha Nagar, Uttar Pradesh- 201301
6.	Nitin Bothra	APRPB1295E	H No. B-116, Near Sai Mandir, Sector-40, Gautam Buddha Nagar, Uttar Pradesh - 201301
7.	Nikhil Bothra	APRPB1291A	H No. B-116, Near Sai Mandir, Sector-40, Gautam Buddha Nagar, Uttar Pradesh – 201301
8.	Pinky Ajay Singhania	ACBPA7433N	D-145, Sector – 47, Near Jagran Public School, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301
9.	Preity Singhania	AJCPS2918L	D-144, Sector – 47, Near Jagran Public School, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301

## **SCHEDULE 1 | PART B**

### **LIST OF PROMOTER AFFILIATES**

1. Epack Components Private Limited
2. East India Technologies Private Limited
3. Epack Petrochem Solutions Private Limited
4. Ennov Techno Tools Private Limited
5. EPack Polymers Private Limited
6. EPack Prefab Solutions Private Limited
7. Epavo Electrical Private Limited

**SCHEDULE 2 | PART A**

**SHARE CAPITAL OF THE COMPANY ON EXECUTION DATE**

<b>Equity Shareholding</b>			
<b>No.</b>	<b>Name of Shareholder</b>	<b>No. of Equity Shares</b>	<b>% Equity Shareholding</b>
1.	Mr. Bajrang Bothra	97,66,690	18.75
2.	Mr. Rajjat Kumar Bothra	31,25,341	6.00
3.	Mr. Laxmi Pat Bothra	55,99,569	10.75
4.	Mr. Nikhil Bothra	36,46,231	7.00
5.	Mr. Nitin Bothra	36,46,231	7.00
6.	Mr. Ajay DD Singhania	92,45,800	17.75
7.	Mr. Sanjay Singhania	92,45,800	17.75
8.	Mrs. Pinky Ajay Singhania	36,46,231	7.00
9.	Mrs. Preity Singhania	36,46,231	7.00
10.	Mr. Mahender Chand	50,000	0.10
11.	Mr. Gautam Chand Jain	50,000	0.10
12.	Mr. Nemi Chand Jain	50,000	0.10
13.	Mr. Prakash Chand Jain	50,000	0.10
14.	Mrs. Chanchal Bai	50,000	0.10
15.	Mrs. Kamal Jain	50,000	0.10
16.	Mr. Harsh Chordia	1,00,000	0.18
17.	Mrs. Hridaya Chordia	1,20,888	0.22
	<b>Total</b>	<b>5,20,89,012</b>	<b>100.00</b>
<b>Preference Shareholding</b>			
<b>No.</b>	<b>Name of Shareholder</b>	<b>No. of CCPS•</b>	<b>% Existing Investors CCPS Shareholding</b>
1.	India Advantage Fund S4 I	1,73,17,647	92.00
2.	Dynamic India Fund S4 US I	15,05,882	8.00
	<b>Total</b>	<b>1,88,23,529</b>	<b>100.00</b>

•Conversion as per the terms of schedule 11 of the Existing Investors SSA. Pending conversion, the Shareholding of the Existing Investors on a Fully Diluted Basis shall be computed based on the Conversion Ratio (as defined in the Existing Investors SSA).

**SCHEDULE 2 | PART B**

**SHARE CAPITAL OF THE COMPANY ON CLOSING DATE**

<b>Equity Shareholding</b>			
<b>No.</b>	<b>Name of Shareholder</b>	<b>No. of Equity Shares</b>	<b>% Equity Shareholding</b>
1.	Mr. Bajrang Bothra	97,66,690	18.75
2.	Mr. Rajjat Kumar Bothra	31,25,341	6.00
3.	Mr. Laxmi Pat Bothra	55,99,569	10.75
4.	Mr. Nikhil Bothra	36,46,231	7.00
5.	Mr. Nitin Bothra	36,46,231	7.00
6.	Mr. Ajay DD Singhania	92,45,800	17.75
7.	Mr. Sanjay Singhania	92,45,800	17.75
8.	Mrs. Pinky Ajay Singhania	36,46,231	7.00
9.	Mrs. Preity Singhania	36,46,231	7.00
10.	Mr. Mahender Chand	50,000	0.10
11.	Mr. Gautam Chand Jain	50,000	0.10
12.	Mr. Nemi Chand Jain	50,000	0.10
13.	Mr. Prakash Chand Jain	50,000	0.10
14.	Mrs. Chanchal Bai	50,000	0.10
15.	Mrs. Kamal Jain	50,000	0.10
16.	Mr. Harsh Chordia	1,00,000	0.18
17.	Mrs. Hridaya Chordia	1,20,888	0.22
	<b>Total</b>	<b>5,20,89,012</b>	<b>100.00</b>
<b>CCPS Shareholding</b>			
<b>No.</b>	<b>Name of Shareholder</b>	<b>No. of CCPS*</b>	<b>% CCPS Shareholding</b>
1.	India Advantage Fund S4 I	1,73,17,647	92.00
2.	Dynamic India Fund S4 US I	15,05,882	8.00
	<b>Total</b>	<b>1,88,23,529</b>	<b>100.00</b>
<b>Series A CCPS Shareholding</b>			
<b>No.</b>	<b>Name of Shareholder</b>	<b>No. of Series A CCPS#</b>	<b>% Series A CCPS Shareholding</b>
1.	<b>Augusta Investments Zero Pte. Ltd</b>	1,10,34,484	100.00
	<b>Total</b>	<b>1,10,34,484</b>	<b>100.00</b>

\* Conversion as per the terms of schedule 11 of the Existing Investors SSA. Pending conversion, the Shareholding of the Existing Investors on a Fully Diluted Basis shall be computed based on the Conversion Ratio (as defined in the Existing Investors SSA).

#Conversion as per the terms of the Series A CCPS as set out in **Part B** of **Schedule 10**. For the purpose of computing the convertibility of the Series A CCPS prior to the date of determination of the New Investor Post Money Equity Valuation in accordance with **Part B** of **Schedule 10** of this Agreement, the New Investor Post Money Equity Valuation shall be deemed to be INR 11,91,00,00,000 (Indian Rupees One Thousand One Hundred and Ninety One Crore).

### **SCHEDULE 3 | COMPUTATION OF FAIR MARKET VALUE**

- (1) Fair Market Value shall be determined by a valuer which is an internationally reputed investment banking firm, to be jointly appointed by the Promoters and the Investors.
- (2) If the Promoters and Investors are unable to agree on the valuer within 15 (Fifteen) Business days from the receiving a written notice from the other, then the Promoters, the Existing Investors (both Existing Investors acting jointly) and the New Investor, shall each appoint one valuer, within 10 (Ten) Business Days of expiry of such aforementioned time period. Each valuer shall separately determine the fair market value and provide the valuation report to the Promoters and Investors within 15 (Fifteen) Business Days of their appointment. The Fair Market Value shall be determined as per applicable Law.
- (3) If:
  - (i) The difference between the fair market values arrived at by the valuers of each of the New Investor, the Existing Investors and the Promoters' valuers is less than 10% (Ten Percent) of one another, then the Fair Market Value shall be the arithmetic average of all the fair market values; and
  - (ii) The difference in the fair market value arrived at by the New Investor, Existing Investors and the Promoters' valuer is greater than 10%, then the three valuers so appointed shall jointly appoint 1 (one) additional valuer for determination of the fair market value within 5 (Five) Business Days, and the arithmetic average of the fair market values determined by each of the 4 (four) valuers (i.e., the New Investor fair market value, Existing Investors fair market value, the Promoters' valuer's fair market value, and the fair market valuer arrived at by the valuer jointly appointed by the 3 (Three) valuers) shall be the Fair Market Value.
- (4) Company and Promoters will co-operate to provide all relevant information etc. that may be sought by the valuers to determine the Fair Market Value.

## SCHEDULE 4 | AVM ITEMS

1. Any change in the capital structure, bonus issuance, rights issuance, and issuance of any new Securities by the Company including by way of an IPO or any other means.
2. Alteration or change in the rights, preferences or privileges of any of the Securities of the Company.
3. Approval of the Annual Budget and any deviation of more than 15% (Fifteen Percent) from the operating expenditure and capital expenditure as set out in an approved Annual Budget.
4. Undertaking any Indebtedness that would result in more than 15% (Fifteen Percent) deviation, in aggregate, from the amount of Indebtedness that has been approved in the Annual Budget.
5. Purchasing any security, private or public.
6. Any corporate action such as mergers, amalgamation, de-merger, joint venture, liquidation and acquisition.
7. Sale of ownership interest in the Group Companies.
8. Sale of fixed assets of Group Companies in excess of INR 1,00,00,000 (Indian Rupees One Crore) in a Financial Year.
9. Any Sale Event, other than a transaction proposed to be undertaken pursuant to an Investor exercising its rights under Clause 16.5 and/or Clause 16.6.
10. Re-classification, spin-off or bankruptcy of the Company, taking steps to wind-up or dissolve or the making of an administration order in respect of the Company.
11. Declaration or payment of any dividend.
12. Approval for adoption and amendment of an employee stock option plan.
13. Undertaking of an IPO at a valuation less than the QIPO Valuation.
14. Any change in Articles or Memorandum of the Company.
15. Any change in the size and composition of the Board.
16. Any reduction in the Investor 1's right or the New Investor's right to appoint its respective Investor Director to the Board in the manner set out in Clause 4. It is clarified that this would be an AVM Item only for: (i) the Existing Investors (and not the New Investor) with respect to the right of appointment of the Existing Investor Director; and (ii) the New Investor (and not the Existing Investors) with respect to the right of appointment of the New Investor Director.
17. Change in scope of Business (including entry, cessation, suspension, or transfer of existing business) or engaging in any business materially different from that described in the current business plan/budget.
18. Any change in the name or registered office of the Company.
19. Any change in the statutory auditors of the Company.
20. Approval of any material changes in accounting methods or policies.

21. Settlement of litigation or arbitration of a value of INR 1,00,00,000 (Indian Rupees One Crore) or above, except for the collection of debts arising in the Ordinary Course of Business.
22. Granting of any loan, credit, guarantee, or indemnity by the Company to any Person, other than in the Ordinary Course of Business.
23. Appointment, or determination of compensation of the CEO, CFO or Managing Director of the Company.
24. Termination of the CEO, CFO or Managing Director of the Company.
25. Any Related Party transaction other than those in the Ordinary Course of Business, except the purchase orders of: (a) INR 20,00,00,000 (Indian Rupees Twenty Crore) plus taxes in relation to the work at Bhiwadi; and (b) INR 60,00,00,000 (Indian Rupees Sixty Crore) plus taxes in relation to the work at Sri City.
26. For avoidance of doubt, it is clarified that the:
  - (a) AVM Items above will be applicable to the Company and its Subsidiaries from time to time, and in such case, all references in this Schedule to: (a) the 'Company' will be read and construed as references to such company, and (b) any capitalized terms which are defined in the New Investor SSA will be to such capitalized terms assuming that the word 'Company', if used in such definition, is construed with reference to such company.
  - (b) The financial thresholds imposed in connection with the AVM Items shall be applied on a consolidated basis to the Company and its Subsidiaries and should not be considered as severally applicable to each company.



## SCHEDULE 5 | DEED OF ADHERENCE

### Form of Deed of Adherence

THIS DEED OF ADHERENCE is made on [insert date of execution] by:

- (1) [Insert name of Transferee/ Subscriber] (the “**Transferee/ Subscriber**”), [a company incorporated in [insert state country of incorporation] with its registered office at [insert address of registered office]]/ [a citizen of [insert country] having his permanent place of residence at [insert address]];
- (2) [Insert name of Transferor] (the “**Transferor**”/ “**Company**”), [a company incorporated in [insert state country of incorporation] with its registered office at [insert address of registered office]]/ [a citizen of [insert country] having his permanent place of residence at [insert address]];
- (3) [Insert names and descriptions of other parties to the Agreement, including Persons who have previously executed the Deed of Adherence] (together, the “**Beneficiaries**”);

in favour of and for the benefit of each and all of the parties to the Amended and Restated Shareholders’ Agreement dated August 8, 2022, (the “**Agreement**”) made between the Beneficiaries.

WHEREAS:

- (A) The Transferee/Subscriber proposes to purchase/ subscribe to [all]/ [specify number] Securities of the Company from [name of the Transferor] [(the “**Sale Securities**”)/ (the “**Subscription Shares**”)] in accordance with Clause [insert] of the Agreement.
- (B) Under the terms of Clause [insert] of the Agreement, the Transferee/Subscriber has to execute this Deed.

NOW THIS DEED WITNESSES as follows:

1. In this Deed, capitalized words and expressions have the meanings given in the Agreement unless otherwise provided herein.
2. The Transferee/ Subscriber confirms that it has been supplied with a copy of the Agreement and has fully understood the terms thereof.
3. The Transferee/Subscriber hereby covenants and agrees with each of the Beneficiaries that as from the date of completion of the [purchase/subscription of the Sale Securities/Subscription Securities] by the Transferee/Subscriber, it shall hold the Sale Securities/Subscription Securities in accordance with the Agreement, the Memorandum, and the Articles of the Company. The Transferee/Subscriber will observe and discharge and be bound by all the obligations provided in the Agreement which are applicable to it as a party to the Agreement, including all undertakings, limitations and restrictions contained therein and as an owner of the Sale Securities/Subscription Securities in all respects as if it had been originally named as a Party to the Agreement in respect of the aforesaid provisions.
4. The Beneficiaries undertake to the Transferee/ Subscriber that they will observe and discharge and be bound by all the obligations provided in the Agreement which are applicable to them as a party to the Agreement and acknowledge that the Transferee/Subscriber will be entitled to the rights and benefits of the Agreement in accordance with the terms of the Agreement.
5. This Deed shall be governed by, and construed in accordance with, the Laws of India.

6. The provisions of Clauses 25 (*Dispute Resolution*), 24 (*Governing Law*) and 21 (*Notices*) of the Agreement shall be deemed to have been incorporated herein by reference, provided that references therein to the Agreement shall be deemed to be references to this Deed.
7. The address of the Transferee/Subscriber for the purpose of notice under Clause 21 (*Notices*) is [insert].

IN WITNESS WHEREOF this Deed has been entered into on the date stated first above.

\_\_\_\_\_  
[Transferee/ Subscriber]

Authorized Signatory

\_\_\_\_\_  
[name of the Transferor/ Company]

Authorized Signatory

\_\_\_\_\_  
[each of the Beneficiaries]  
Authorized Signatory

## SCHEDULE 6 | ANTI-DULUTION ILLUSTRATIONS

NMR = New Money Raised  
PMV = Post Money Valuation

	<b>Particulars</b>	<b>Unit</b>	
<b>A</b>	Number of Equity Shares outstanding on Closing Date	# of Shares	68,757,496
<b>New Investor Round Fundraise</b>			
<b>B</b>	Subscription Consideration	INR in million	1,600.00
	Subscription Shares	# of Shares	11,034,484
<b><u>Conversion Terms</u></b>			
	Conversion Ratio		0.9670
<b>B1</b>	Number of Equity Shares after Conversion Event		10,670,417
	Price per Equity Share	INR per Equity Share	149.95
<b>C1</b>	Other Dilutive Instruments (ESOPS, Options, Warrants Etc.)		-
<b>X1 = A + B1 + C1</b>	Share Capital (Fully Diluted Basis) Post New Investor Round		79,427,913
<b>PMV1</b>	Post Money Equity Valuation of the Company Post New Investor Round	INR in million	11,910.00
<b><u>Shareholding of the Company after Conversion Event</u></b>			
	Existing Equity Shareholders	52,089,012	65.58%
	Existing Investors	16,668,484	20.99%
	New Investor	10,670,417	13.43%
	<b>Total</b>	<b>79,427,913</b>	<b>100.00%</b>
<b>Round 2A: Fund Raise (Down Round - Below New Investor Entry Valuation But Above Existing Investors Entry Valuation)</b>			
<b>NMR</b>	Subscription Consideration from Dilutive Investor	INR in million	1,000.00
	Price per Equity Share	INR per Equity Share	125.00
<b>B2</b>	Total number of Equity Shares issued to Dilutive Investor (New Shares)	# of Shares	8,000,000
<b><u>Calculation of adjusted price per equity share for New Investor</u></b>			
<b>PMV 1</b>	Post Money Equity Valuation of the Company Post New Investor Round	INR in million	11,910.00
<b>NMR</b>	Subscription Consideration from Dilutive Investor	INR in million	1,000.00
<b>PMV 2</b>	Post Money Equity Valuation of the Company Post Round 2	INR in million	12,910.00
<b>X1</b>	Share Capital (Fully Diluted Basis) Post New Investor Round	# of Shares	79,427,913
<b>B2</b>	Total number of Equity Shares issued to Dilutive	# of Shares	8,000,000

	Investor (New Shares)		0
$NP = (PMV1 + NMR) / (X1+B2)$	Adjusted Price per Equity Share	INR per Equity Share	147.66
B / NP	Total number of Equity Shares to be issued to New Investor at adjusted price per Equity Share		10,835,373
	<b><u>Effective Shareholding of the Company after Round 2 Fund Raise</u></b>	# of Shares	%
	Existing Equity Shareholders	52,089,012	59.47%
	Existing Investors	16,668,484	19.03%
	New Investor	10,835,373	12.37%
	Dilutive Investor	8,000,000	9.13%
	<b>Fully Diluted Shares Post Round 2</b>	<b>87,592,869</b>	<b>100.00%</b>
<b>Round 2B: Fund Raise (Down Round - Below Existing Investors Entry Valuation)</b>			
NMR	Subscription Consideration from Dilutive Investor	INR in million	1,000.00
	Price per Equity Share	INR per Equity Share	85.00
B2	Total number of Equity Shares issued to Dilutive Investor (New Shares)	# of Shares	11,764,706
	<b><u>Calculation of adjusted price per equity share for Existing Investor</u></b>		
PMV 1	Post Money Equity Valuation of the Company Post Existing Investors Round	INR in million	6,600.00
NMR	Subscription Consideration from Dilutive Investor	INR in million	1,000.00
PMV 2	Post Money Equity Valuation of the Company Post Round 2	INR in million	7,600.00
X1	Share Capital (Fully Diluted Basis) Post Existing Investors Round	# of Shares	68,757,496
B2	Total number of Equity Shares issued to Dilutive Investor (New Shares)	# of Shares	11,764,706
$NP = (PMV1 + NMR) / (X1+B2)$	Adjusted Price per Equity Share	INR per Equity Share	94.38
B / NP	Total number of Equity Shares to be issued to Existing Investors at adjusted price per Equity Share		16,952,043
	<b><u>Calculation of adjusted price per equity share for New Investor</u></b>		
PMV 1	Post Money Equity Valuation of the Company Post New Investor Round	INR in million	11,910.00
NMR	Subscription Consideration from Dilutive Investor	INR in million	1,000.00
PMV 2	Post Money Equity Valuation of the Company Post Round 2	INR in million	12,910.00
X1	Share Capital (Fully Diluted Basis) Post New Investor Round	# of Shares	79,427,913
B2	Total number of Equity Shares issued to Dilutive Investor (New Shares)	# of Shares	11,764,706
$NP = (PMV1 + NMR) / (X1+B2)$	Adjusted Price per Equity Share	INR per Equity Share	141.57
B / NP	Total number of Equity Shares to be issued to New Investor at adjusted price per Equity Share		11,301,952
	<b><u>Effective Shareholding of the Company after</u></b>	# of Shares	%

	<b>Round 2 Fund Raise</b>		
	Existing Equity Shareholders	52,089,012	56.55%
	Existing Investors	16,952,043	18.40%
	New Investor	11,301,952	12.27%
	Dilutive Investor	11,764,706	12.77%
	<b>Fully Diluted Shares Post Round 2</b>	<b>92,107,713</b>	<b>100.00%</b>

## SCHEDULE 7 | NOTICE DETAILS

### To Investor 1:

Attention	Legal Department
Address	Ground Floor, ICICI Venture House, Appasaheb Marathe Marg, Prabhadevi Mumbai 400025
Email	<a href="mailto:ivenlegal@iciciventure.com">ivenlegal@iciciventure.com</a>
Fax No	+91 22 6655 5055

### To Investor 2:

Attention	Medha Haheeram
Address	Sanne House, Twenty-Eight, Cybercity, Ebene, Mauritius 72201
Email	<a href="mailto:dynamic.s4@sannegroup.com">dynamic.s4@sannegroup.com</a>
Fax No	+230 467 4000

### To New Investor:

Attention	Augusta Investments Zero Pte. Ltd.
Address	6 Battery Road #17-06 Singapore 049909
Email	<a href="mailto:Central.Team@affirmacapital.com">Central.Team@affirmacapital.com</a>

### To Company:

Attention	Mr. Bajranglal Bothra
Address	B-114, Sector 40, Gautam Buddha Nagar, Noida, Uttar Pradesh - 201301
Email	<a href="mailto:blbothra@eitpl.com">blbothra@eitpl.com</a>

### To Mr. Bajrang Bothra:

Address	B-114, Sector 40, Gautam Buddha Nagar, Noida, Uttar Pradesh - 201301
Email	<a href="mailto:blbothra@eitpl.com">blbothra@eitpl.com</a>

### To Mr. Laxmi Pat Bothra:

Address	B-116, Near Sai Mandir, Sector 40, Gautam Buddha Nagar, Noida, Uttar Pradesh - 201301
Email	<a href="mailto:lpbothra@eitpl.com">lpbothra@eitpl.com</a>

### To Mr. Ajay DD Singhania:

Address	D-145, Sector – 47, Near Jagran Public School, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201 301
Email	ajay@epack.in

**To Mr. Sanjay Singhania:**

Address	D-144, Sector – 47, Near Jagran Public School, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201 301
Email	sanjay@epack.in

**To Mr. Rajjat Kumar Bothra:**

Address	B-114, Sector-40, Noida, Gautam Buddha Nagar, Uttar Pradesh- 201301
Email	rajat@eitpl.com

**To Mr. Nitin Bothra:**

Address	H No. B-116, Near Sai Mandir, Sector-40, Gautam Buddha Nagar, Uttar Pradesh - 201301
Email	nitin@eitpl.com

**To Mr. Nikhil Bothra:**

Address	H No. B-116, Near Sai Mandir, Sector-40, Gautam Buddha Nagar, Uttar Pradesh - 201301
Email	nikhil@eitpl.com

**To Mrs. Pinky Ajay Singhania:**

Address	D-145, Sector – 47, Near Jagran Public School, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201 301
Email	<a href="mailto:pinkysinghania78@gmail.com">pinkysinghania78@gmail.com</a>

**To Mrs. Preity Singhania:**

Address	D-144, Sector – 47, Near Jagran Public School, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201 301
Email	<a href="mailto:preeti.epack@gmail.com">preeti.epack@gmail.com</a>

## SCHEDULE 8 | COMPLIANCE WITH ESG CODE

The Company and its Subsidiaries, if any, shall on receipt of the ESG findings mutually agree with the Investors on the ESG Code. Subject to the foregoing, the Companies shall, and the Promoters shall cause the Company and its Subsidiaries, if any, to adhere to the ESG Code (as detailed below) and any modifications thereto as they may then mutually agree and shall establish reasonable systems and facilities with the facilities with assistance from the Investors as may be required for the purposes of compliance with the ESG Code. The Investors and/or their respective nominees shall have the right to visit on reasonable notice in business hours, any of the premises where the Business of the Company and its Subsidiaries is conducted and to have access to books of account and records of the Company and its Subsidiaries, in each case without hindrance to the business and operations of the Company, to ensure compliance.

The Company and its Subsidiaries if any shall, subject to mutual agreement with the Investors:

1. Implement an environmental & social management system, appropriate to the size, scale and nature of its business that ensures a systematic approach towards identifying, managing, monitoring, and reporting on environmental and social issues;
2. Provide an appropriate grievance mechanism that is available to all its workers and where appropriate, to other stakeholders, and will regularly engage with relevant stakeholder groups;
3. Meet the following requirements on labour rights and working conditions:
  - i. Not employ or make use of forced labour.
  - ii. Not employ or make use of child labour.
  - iii. Pay wages which meet or exceed industry or legal minimum wage requirements;
  - iv. Not discriminate in terms of recruitment, progression, terms and conditions of work and representation, on the basis of personal characteristics unrelated to inherent job requirements, including gender, race, colour, caste, disability, political opinion, sexual orientation, age, religion, social or ethnic origin, marital status, membership of workers' organizations, legal migrants, or HIV status.
  - v. Respect the right of all workers to join or form workers' associations to raise reasonable workplace concerns; and
  - vi. Provide reasonable working conditions including a safe and healthy work environment, working hours that are not excessive and clearly documented terms of employment as defined / required under applicable labour laws and guidelines.
4. Uphold high standards of business integrity and honesty;
5. Prevent extortion, bribery, corruption, fraud, and financial crime in accordance with applicable Law and best practices; and
6. The Company will build environmental and social management system which will enable higher standards of governance.



**SCHEDULE 9 | BUSINESS PLAN FOR THE PERIOD ENDING  
ON MARCH 31, 2028**

*[attached separately]*

## Income Statement

INR in million	FY23E	FY24E	FY25E	FY26E	FY27E	FY28E
<b>Operating revenue</b>	17,493.0	28,694.1	37,199.1	47,557.5	58,843.7	72,909.5
<b>Other operating revenue(directly linked to business)</b>	75.0	150.0	187.5	281.3	300.0	-
Budgetary support under GST regime/Ozone	-	-	-	-	-	-
Production linked incentive - Only for A/C	75.0	150.0	187.5	281.3	300.0	-
Export incentive/ Others	-	-	-	-	-	-
<b>Total operating revenue</b>	<b>17,568.0</b>	<b>28,844.1</b>	<b>37,386.6</b>	<b>47,838.8</b>	<b>59,143.7</b>	<b>72,909.5</b>
Other income	-	-	-	-	-	-
<b>Total Revenue</b>	<b>17,568.0</b>	<b>28,844.1</b>	<b>37,386.6</b>	<b>47,838.8</b>	<b>59,143.7</b>	<b>72,909.5</b>
COGS	14,748.5	24,108.2	31,209.8	39,899.1	49,317.4	61,021.1
<b>Gross profit</b>	<b>2,820</b>	<b>4,736</b>	<b>6,177</b>	<b>7,940</b>	<b>9,826</b>	<b>11,888</b>
<b>% margin</b>	<b>16.0%</b>	<b>16.4%</b>	<b>16.5%</b>	<b>16.6%</b>	<b>16.6%</b>	<b>16.3%</b>
Employee benefit expenses	450.5	698.9	876.1	1,085.2	1,175.2	1,365.2
Other expenses	1,052.3	1,700.4	2,247.7	2,877.0	3,597.3	4,388.9
<b>Total Expenses</b>	<b>1,502.7</b>	<b>2,399.2</b>	<b>3,123.8</b>	<b>3,962.3</b>	<b>4,772.5</b>	<b>5,754.2</b>
<b>% sales</b>	<b>8.6%</b>	<b>8.3%</b>	<b>8.4%</b>	<b>8.3%</b>	<b>8.1%</b>	<b>7.9%</b>
<b>EBITDA</b>	<b>1,316.8</b>	<b>2,336.6</b>	<b>3,053.0</b>	<b>3,977.4</b>	<b>5,053.8</b>	<b>6,134.2</b>
<b>% margin</b>	<b>7.5%</b>	<b>8.1%</b>	<b>8.2%</b>	<b>8.3%</b>	<b>8.5%</b>	<b>8.4%</b>
Depreciation & Amortization	212.2	286.3	341.2	423.4	559.6	680.7
<b>EBIT</b>	<b>1,104.6</b>	<b>2,050.3</b>	<b>2,711.7</b>	<b>3,554.0</b>	<b>4,494.2</b>	<b>5,453.5</b>
<b>% margin</b>	<b>6.3%</b>	<b>7.1%</b>	<b>7.3%</b>	<b>7.4%</b>	<b>7.6%</b>	<b>7.5%</b>
Finance costs	287.8	459.5	510.9	431.5	433.2	434.5
<b>PBT</b>	<b>816.8</b>	<b>1,590.8</b>	<b>2,200.8</b>	<b>3,122.5</b>	<b>4,061.0</b>	<b>5,019.0</b>
<b>% margin</b>	<b>4.6%</b>	<b>5.5%</b>	<b>5.9%</b>	<b>6.5%</b>	<b>6.9%</b>	<b>6.9%</b>
Tax expense						
Current Tax	205.6	400.4	553.9	785.9	1,022.1	1,263.3
Deferred Tax	-	-	-	-	-	-
DT previous periods	-	-	-	-	-	-
DT current year	-	-	-	-	-	-
<b>PAT</b>	<b>611.2</b>	<b>1,190.4</b>	<b>1,646.9</b>	<b>2,336.6</b>	<b>3,038.8</b>	<b>3,755.7</b>
<b>% margin</b>	<b>3.5%</b>	<b>4.1%</b>	<b>4.4%</b>	<b>4.9%</b>	<b>5.1%</b>	<b>5.2%</b>

**Balance Sheet**

<b>INR in million</b>	<b>FY23E</b>	<b>FY24E</b>	<b>FY25E</b>	<b>FY26E</b>	<b>FY27E</b>	<b>FY28E</b>
<b>Equity &amp; Liabilities</b>						
Share Capital	2,209.1	2,209.1	6,209.1	6,209.1	6,209.1	6,209.1
Reserves and Surplus	2,787.5	3,977.9	5,624.8	7,961.4	11,000.2	14,755.9
<b>Net worth</b>	<b>4,996.7</b>	<b>6,187.0</b>	<b>11,833.9</b>	<b>14,170.5</b>	<b>17,209.3</b>	<b>20,965.1</b>
Long-Term Borrowings	1,287.1	2,187.7	1,493.0	781.3	468.8	156.3
Deferred Tax Liabilities	149.1	149.1	149.1	149.1	149.1	149.1
Long Term Provisions	17.9	17.9	17.9	17.9	17.9	17.9
<b>Non-Current Liabilities</b>	<b>1,454.0</b>	<b>2,354.6</b>	<b>1,660.0</b>	<b>948.2</b>	<b>635.7</b>	<b>323.2</b>
Short-Term Borrowings	995.0	1,195.0	0.0	0.0	500.0	0.0
Trade Payables	3,838.7	6,142.6	7,866.6	9,838.1	12,160.5	15,046.3
Other Current Liabilities	277.0	277.0	277.0	277.0	277.0	277.0
Short-Term Provisions	14.4	14.4	14.4	14.4	14.4	14.4
<b>Current Liabilities</b>	<b>5,125.1</b>	<b>7,629.1</b>	<b>8,158.0</b>	<b>10,129.6</b>	<b>12,951.9</b>	<b>15,337.7</b>
<b>Total equity and liabilities</b>	<b>11,575.8</b>	<b>16,170.7</b>	<b>21,651.9</b>	<b>25,248.3</b>	<b>30,796.9</b>	<b>36,626.0</b>
<b>Assets</b>						
Property Plant & Equipment						
Tangible assets	4,950.1	6,203.8	6,892.6	8,859.2	11,099.5	12,218.9
Intangible assets	-	-	-	-	-	-
Capital work in progress	-	-	-	-	-	-
Non-Current Investment	30.6	30.6	30.6	30.6	30.6	30.6
Long Term Loans & Advances	111.2	111.2	111.2	111.2	111.2	111.2
Other Non-Current Asset	12.2	12.2	12.2	12.2	12.2	12.2
<b>Non-Current Assets</b>	<b>5,104.0</b>	<b>6,357.7</b>	<b>7,046.5</b>	<b>9,013.1</b>	<b>11,253.5</b>	<b>12,372.8</b>
Inventories	3,030.5	4,953.7	6,413.0	8,198.4	10,133.7	12,538.6
Trade Receivable	2,779.7	4,323.8	5,605.3	7,166.2	8,866.9	10,986.4
Cash and Cash Equivalents	307.9	181.8	2,233.5	516.9	189.2	374.6
Short-Term Loans and Advances	323.4	323.4	323.4	323.4	323.4	323.4
Other Current Asset	30.2	30.2	30.2	30.2	30.2	30.2
<b>Current Assets</b>	<b>6,471.8</b>	<b>9,813.0</b>	<b>14,605.4</b>	<b>16,235.2</b>	<b>19,543.5</b>	<b>24,253.2</b>
<b>Total assets</b>	<b>11,575.8</b>	<b>16,170.7</b>	<b>21,651.9</b>	<b>25,248.3</b>	<b>30,796.9</b>	<b>36,626.0</b>

**Cash Flow Statement**

<b>INR in million</b>	<b>FY23E</b>	<b>FY24E</b>	<b>FY25E</b>	<b>FY26E</b>	<b>FY27E</b>	<b>FY28E</b>
<b>A. Cash Flow from Operations</b>						
Profit before tax	816.8	1,590.8	2,200.8	3,122.5	4,061.0	5,019.0
Depreciation and Amortisation	212.2	286.3	341.2	423.4	559.6	680.7
Finance Cost	287.8	459.5	510.9	431.5	433.2	434.5
Taxes	(205.6)	(400.4)	(553.9)	(785.9)	(1,022.1)	(1,263.3)
<b>Operating profit / (loss) before working capital changes</b>	<b>1,111.2</b>	<b>1,936.2</b>	<b>2,499.0</b>	<b>3,191.5</b>	<b>4,031.7</b>	<b>4,870.9</b>
<i>Changes in working capital:</i>						
Inventories	(255.3)	(1,923.2)	(1,459.2)	(1,785.5)	(1,935.3)	(2,404.9)
Debtors	(1,266.3)	(1,544.0)	(1,281.6)	(1,560.9)	(1,700.7)	(2,119.5)
Short term loans and advances	-	-	-	-	-	-
Other Current Assets	-	-	-	-	-	-
Long Term Loans & Advances	-	-	-	-	-	-
Other Non-Current Asset	-	-	-	-	-	-
Creditors	331.0	2,304.0	1,723.9	1,971.5	2,322.3	2,885.9
Short term provisions	-	-	-	-	-	-
Long Term Provisions	-	-	-	-	-	-
Other current liabilities	-	-	-	-	-	-
<b>Total change in working capital</b>	<b>(1,190.5)</b>	<b>(1,163.3)</b>	<b>(1,016.9)</b>	<b>(1,374.8)</b>	<b>(1,313.6)</b>	<b>(1,638.5)</b>
<b>Net cash flow from / (used in) operating activities (A)</b>	<b>(79.3)</b>	<b>773.0</b>	<b>1,482.1</b>	<b>1,816.7</b>	<b>2,718.1</b>	<b>3,232.4</b>
	1,111.2	1,936.2	2,499.0	3,191.5	4,031.7	4,870.9
<b>B. Cash flow from investing activities</b>						
Capital expenditure on fixed assets	(2,257.4)	(1,540.0)	(1,030.0)	(2,390.0)	(2,800.0)	(1,800.0)
Subsidy from MSIPS / Others	187.5	-	-	-	-	-
Investment	-	-	-	-	-	-
Interest received	-	-	-	-	-	-
Proceeds from sale of fixed assets	-	-	-	-	-	-
<b>Net cash flow from / (used in) investing activities (B)</b>	<b>(2,069.9)</b>	<b>(1,540.0)</b>	<b>(1,030.0)</b>	<b>(2,390.0)</b>	<b>(2,800.0)</b>	<b>(1,800.0)</b>
<b>C. Cash flow from financing activities</b>						
Proceeds from long-term borrowings	690.1	900.6	-	-	-	-
Repayment of long-term borrowings	-	-	(694.6)	(711.8)	(312.5)	(312.5)
Net increase / (decrease) in working capital borrowings	(15.9)	200.0	(1,195.0)	-	500.0	(500.0)
Finance Cost	(287.8)	(459.5)	(510.9)	(431.5)	(433.2)	(434.5)
Proceeds from equity raise	1,500.0	-	4,000.0	-	-	-
<b>Net cash flow from / (used in) financing activities (C)</b>	<b>1,886.4</b>	<b>641.0</b>	<b>1,599.5</b>	<b>(1,143.3)</b>	<b>(245.7)</b>	<b>(1,247.0)</b>
<b>Net increase / (decrease) in Cash and cash equivalents (A+B+C)</b>	<b>(262.8)</b>	<b>(126.0)</b>	<b>2,051.6</b>	<b>(1,716.6)</b>	<b>(327.7)</b>	<b>185.4</b>
Cash and cash equivalents at the beginning of the year	570.7	307.9	181.8	2,233.5	516.9	189.2
<b>Cash and cash equivalents at the end of the year</b>	<b>307.9</b>	<b>181.8</b>	<b>2,233.5</b>	<b>516.9</b>	<b>189.2</b>	<b>374.6</b>

## SCHEDULE 10 | PART A

### TERMS OF THE CCPS

All capitalized terms used in this **Part A** of **Schedule 10** but not defined in this Part A of Schedule 10, shall have the meaning ascribed to them under the Existing Investors SSA.

The rights attached to the CCPS allotted to the Existing Investors under the Existing Investors SSA are as follows and shall *mutatis mutandis* be reproduced in the Articles of the Company:

1. **Cumulative CCPS:** The CCPS shall be participating, compulsorily convertible and non-cumulative preference shares of the Company.
2. **Price Per CCPS:** The price per CCPS of face value INR 10 each (Indian Rupees Ten only) shall be INR 85 (Indian Rupees Eighty-Five only), including a premium of INR 75 (Indian Rupees Seventy-Five only).
3. **Coupon Interest:** The holders of the CCPS shall have the right to receive dividend in preference and priority to any other shareholder of the Company at a coupon/ interest equivalent to 0.0001% (point zero zero zero one per cent) of the aggregate face value of the CCPS in each Financial Year. Provided however, if any dividend is paid out on the Equity Shares of the Company, then the holders of the CCPS will be entitled to receive the higher of the coupon interest as per this Paragraph 3 or the dividend payable on the Equity Shares that would have been issued upon the conversion of the CCPS on an “As If Converted Basis” (*defined below*).
4. **Tenure:** Subject to applicable Law and the terms and conditions set out below, the tenure of each CCPS shall be 20 (Twenty) years from the date of issue and allotment by the Company.
5. **Other Rights:** Until converted in accordance with the provisions of this Schedule and applicable Law, the CCPS shall carry all rights and privileges in respect of a share split, bonus shares, consolidation of shares, re-capitalizations, dividends or any other distributions in cash or kind.
6. **Conversion Event:**
  - 6.1 Each CCPS may be converted into Equity Shares, at any time at the option of the holders of the CCPS. Provided, however, that each CCPS shall, subject to applicable Law, automatically be converted into Equity Shares upon the earlier of (i) 1 (One) day prior to the expiry of its Tenure (as set out under Paragraph 4 above); or (ii) in connection with an IPO, prior to the filing of a prospectus (or equivalent document, by whatever name called) by the Company with the competent authority or such later date as may be permitted under applicable Law.
  - 6.2 Subject to compliance with applicable Law and Anti-Dilution right provided in Paragraph 8 of this Schedule, each CCPS shall convert into Equity Shares calculated as per the Conversion Ratio. The Equity Shares issued upon conversion of the CCPS shall rank *pari passu* with all other Equity Shares. In the event the total number of Equity Shares to be issued on conversion is in decimals, the decimals shall be rounded off to the nearest whole number, upwards. Provided that in the event that applicable Law prevents the holders of the CCPS from receiving all Equity Shares to which it is entitled pursuant to this Schedule, the Company, the Promoters and the Investors shall discuss in good faith, and implement alternative arrangements, which are mutually agreeable, such that holders of the CCPS are able to achieve the shareholding in the Company that it would have achieved, and the economic benefits it would have received, had it received all Equity Shares it is entitled to upon conversion of CCPS pursuant to this Schedule.
  - 6.3 The Company and the Promoters shall not, by amendment of the Articles or through any reorganization, recapitalization, Transfer of assets, consolidation, merger, dissolution, issue or sale of Securities or any other voluntary action, avoid or seek to avoid the observance or performance

of any of the terms to be observed or performed in this Schedule by the Company, but shall at all times in good faith assist in the carrying out of all the provisions of this Schedule and in taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the CCPS against impairment.

**7. Process for Conversion:**

7.1 Conversion Notice: The holders of the CCPS shall, at their sole option, issue a written notice to the Company (“**Conversion Notice**”), to convert the CCPS and shall specify therein, the number of CCPS being offered for conversion and the proposed conversion date, which shall not be less than 21 (Twenty-One) days from the date of the Conversion Notice (“**Conversion Date**”).

7.2 Computation of Post Money Equity Valuation and Conversion Ratio: Within 30 (Thirty) days of the Company providing the audited accounts for FY 2022 to the holders of the CCPS, the holders of the CCPS will request the Statutory Auditors to compute the Post Money Equity Valuation and the consequent Conversion Ratio as per the terms of this Schedule. The Company shall procure that the Statutory Auditor provide, to the holders of the CCPS, their computation of the Post Money Equity Valuation and the Conversion Ratio within 30 (Thirty) days of the request being made in this respect, along with the workings in support of the said computation. Further, the Company shall and the Promoters shall procure that the Company provides to the Statutory Auditor, all required information and assistance, as may be requested by the Statutory Auditors, for computing the Post Money Equity Valuation and the Conversion Ratio within the said period of 30 (Thirty) days.

7.3 Issue of Equity Shares: As soon as practicable after the Conversion Date, and in any event within 7 (Seven) days thereafter, the Company at its costs and expenses shall cause to be issued in the name of, and delivered to, the holders of the CCPS, a certificate or certificates for the number of Equity Shares to which the holders of the CCPS shall be entitled upon such exercise (alternatively, if any shares are in book entry (dematerialized form), the Company shall provide necessary instructions for the dematerialization and credit of the Equity Shares to the demat account of the holders of the CCPS within such time period). The holders of the CCPS shall be deemed to be the holder of the Equity Shares on the Conversion Date. Any conversion shall be deemed to have been made immediately prior to the close of business on the Conversion Date, and holders of the CCPS entitled to receive the Equity Shares issuable upon such conversion shall be treated for all purposes as the holders of such Equity Shares as of such date.

7.4 Post-conversion obligations: Within 15 (Fifteen) days from the issuance of Equity Shares upon conversion of the CCPS or within such shorter period as may be required under applicable Law, the Company shall take necessary steps to record the conversion in its statutory books or provide the beneficial ownership statement, as may be applicable, and make all necessary filings with the Governmental Authorities.

7.5 The Equity Shares issued upon conversion of the CCPS shall be fully paid-up, have full title, be free from all Encumbrances and shall be transferable subject only to restrictions in the Amended and Restated Shareholders’ Agreement and the Restated Articles.

8. **Anti-Dilution**: Subject to the Amended and Restated Shareholders’ Agreement, in case of any Dilutive Issuance each CCPS shall be entitled to broad based weighted average anti-dilution price protection as detailed in Clause 12 (read with Schedule 6) of the Amended and Restated Shareholders’ Agreement and the Company shall cooperate with each holders of the CCPS to exercise such price protection.

9. **Buy-Back**: The CCPS shall be entitled to be bought back in accordance with the Amended and Restated Shareholders’ Agreement.

10. **Liquidation Preference**: In addition to any rights available under applicable Law, the CCPS shall

be entitled to the liquidation preference as set out in the Amended and Restated Shareholders' Agreement.

11. **Voting:** Until converted in accordance with the provisions of this Schedule and applicable Law, the CCPS shall carry voting rights with the Equity Shares, on an As If Converted Basis, and holders of the CCPS shall be entitled to vote in all meetings of the shareholders of the Company.
12. **Transferability:** The CCPS shall be transferable in accordance with the terms of the Amended and Restated Shareholders' Agreement and the Articles (amended in accordance with the terms of the Amended and Restated Shareholders' Agreement).
13. **Amendments:** The terms and conditions of the CCPS (including the rights) shall not be varied, modified or amended in any manner whatsoever, without the prior written Consent of the holders of the CCPS.
14. **Costs:** Subject to Clause 12.2 of the Amended and Restated Shareholders' Agreement, the Company shall pay any and all applicable fees and Taxes, including stamp duty arising on the conversion of any or all of the CCPS into Equity Shares.
15. **Reservation of Equity Shares Issuable Upon Conversion:** As on Closing Date, the Company shall ensure, solely for the purpose of effecting the conversion of the CCPS, availability out of its authorized but unissued Equity Shares such number of Equity Shares as shall from time to time be sufficient to effect the conversion of all CCPS. If the authorized but unissued Equity Shares are not sufficient to effect the conversion of all the CCPS, the Company shall take, all such actions, including corporate actions, as may be necessary to increase its authorized but unissued Equity Shares to such number of Equity Shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite approval of the shareholders for any necessary amendment to the Charter Documents.
16. For the purposes of this Schedule, the following capitalized terms shall have the meaning assigned to them below:
  - 16.1 **"As If Converted Basis"** - The percentage shareholding for the holders of the CCPS in the Company, on a Fully Diluted Basis, to be calculated using the Conversion Ratio as per the terms of this Schedule.

It being clarified that the Company shall and the Promoters shall ensure that the Company does all such acts and deeds as may be necessary to ensure that the CCPS are converted to provide the holders of the CCPS such percentage shareholding in the Company, on a Fully Diluted Basis, as is specified in this Paragraph 16.1.

- 16.2 **"Conversion Ratio"** means the number of Equity Shares to be issued for each CCPS and will be equal to 0.8855 (Zero Point Eight Eight Five Five) Equity Shares per CCPS.

Provided however that, in the event the Post Money Equity Valuation (*defined below*) is higher than INR 6,60,00,00,000 (Indian Rupees Six Hundred Sixty Crores), the Conversion Ratio will be calculated in the manner provided below—

Conversion Ratio ("R1") = S1 / P1 Where —

□ P1 is the number of Subscription Shares;

□ S1 (number of Equity Shares to be allotted upon conversion of CCPS) = ((D1 \* S0) / (1 - D1))

Where -

- Post Money Equity Valuation is V1;
- Shareholding of the CCPS holders in the Company, on an As if Converted Basis ("D1") = Subscription Consideration / V1;
- S0 = total number of outstanding Equity Shares of the Company, on a Fully Diluted Basis, as adjusted for any corporate actions such as split of shares etc.

16.3 “**FY 2022 EBITDA**” for the purpose of this Schedule refers to the actual earnings before interest, tax, depreciation and amortisation for FY 2022, based on the audited, consolidated accounts of the Company and its Subsidiaries, computed in accordance with Indian GAAP.

The EBITDA for FY 2022 will be adjusted as per the following:

- Any one-off incomes, non-operating and/or non-recurring incomes, any prior period incomes, reversal of provisions, writeback of bad debts, Government subsidies (exception of export incentives and duty drawback), income arising due to sale of any assets or business shall be deducted;
- Any one-off expenses (including all expenses related to the transaction to the extent accounted for in the profit and loss statement), non-operating and/or non-recurring expenses, any prior period expenses, losses arising due to sale of any assets or business shall be added back;
- Any incremental gains accruing out of any related party transactions that are not on arms’ length basis, shall be subject to adjustment as follows - incremental gains calculated as total gains from such related party transactions minus normalised level of gains if such transactions are on arms’ length basis.

All the key purchases from and sales to related parties to be validated by the Statutory Auditors to establish transaction on arm’s length basis;

- Any interest or charges paid for availing bill discounting facilities which do not have a recourse to the Company, shall be treated as an operating cost and hence deducted from the EBITDA;
- Any interest or charges paid for availing bill discounting facilities with recourse to the Company, in excess of INR 2,50,00,000 (Indian Rupees Two Crores Fifty Lakhs) shall be treated as an operating cost and shall be deducted from the EBITDA;
- Any expenses related to LC charges shall not be deducted in computation of EBITDA;
- Any forex income or losses (including mark-to-market impact on year-end balances) shall be deducted or added back, as the case may be; and
- Any inventory losses / shortages basis physical verification as on June 30, 2022 to be carried out by the Statutory Auditors, shall be deducted.

Further, any EBITDA from trading in key raw materials like Copper IGT, Copper LWC, Aluminum, Compressors, Steel, plastics, in excess of 5% (Five Per Cent) of the consolidated EBITDA computed after giving effect to above clauses shall be deducted from such consolidated EBITDA.

It is clarified that while calculating EBITDA, (a) all capitalization of expense and inventory valuation shall have to be consistent with historical accounting periods; (b) provisions for items such as bad and doubtful debts shall have to be in line with the historical accounting policies of the Company, and (c) no notional adjustments to EBITDA on account of any lockdown or disruptions including but not limited to Covid-19 pandemic will be considered.



- 16.4 “**Net Debt**” will be calculated based on audited financial statements for the relevant financial year. Net Debt for the purpose of this Transaction shall include but not be limited to debt and debt like items like unfunded / underfunded employee liabilities outstanding as on date and adjusted for any free cash and bank balance (free from any encumbrance) It is clarified that any amounts relating to receivables discounting program, so long as they are in line with prior accounting periods, shall not be considered as an adjustment to Net Debt.
- 16.5 “**Net Debt FY 2021**” is calculated as INR 1,56,28,00,000 (Indian Rupees One Hundred Fifty Six Crores Twenty Eight Lakh) based on the audited financial statements for FY 2021, as detailed in Schedule 12.
- 16.6 “**Post Money Equity Valuation**” means a valuation equivalent to 10.5 (Ten Point Five) times the FY 2022 EBITDA (computed in accordance with the terms of this Schedule), adjusted for Net Debt FY 2021 and Subscription Consideration, as specified below:

Post Money Equity Valuation = (10.5 X FY 2022 EBITDA) – Net Debt FY 2021 + Subscription Consideration

Provided that in the event the Post Money Equity Valuation is –

- less than INR 6,60,00,00,000 (Indian Rupees Six Hundred Sixty Crores), for the purpose of this Schedule, it shall be assumed to be INR 6,60,00,00,000 (Indian Rupees Six Hundred Sixty Crores);
- more than INR 10,50,00,00,000 (Indian Rupees One Thousand Fifty Crores), for the purposes of this schedule, it shall be assumed to be INR 10,50,00,00,000 (Indian Rupees One Thousand Fifty Crores).

<b>CCPS Conversion Scenario</b>			
<b>Particulars</b>	<b>Symbol</b>	<b>Rationale</b>	<b>Values</b>
Subscription Consideration (INR Mn)	A		1,600.00
Floor Post Money Equity Valuation (INR Mn)	PMV Floor		6,600.00
Ceiling Post Money Equity Valuation (INR Mn)	PMV Cap		10,500
Investor Stake at Floor Valuation	PMV Floor Stake	(A / PMV Floor)	24.24%
Investor Stake at Ceiling Valuation	PMV Cap Stake	(A / PMV Cap)	15.24%
FY22 EBITDA Multiple	M1		10.5
Net Debt FY21 (INR Mn)	ND21		1,562.8
Equity Shares Outstanding on Closing	S0		5,20,89,012
Price per Subscription Share (CCPS) (including Share Premium) (INR)			85.00
Number of Subscription Shares Issued (CCPS)	P1		1,88,23,529
<b>Scenario 2A: Implied Valuation is more than Cap Valuation</b>			

FY22 EBITDA (INR Mn)	EBITDA		1,000.0
Implied Post Money Equity Valuation (INR Mn)	IV	(EBIT DA * M1) - ND21 + A	10,537.2
Effective Post Money Equity Valuation	V1	(if IV ≤ PMV Floor, PMV Floor else (if IV ≤ PMV Cap, IV else PMV Cap))	10,500
Eventual Investors' Stake	D1	A / V1	15.2386 %
Equity Shares to be Issued	S1	(D1* S0) / (1 - D1)	93,64,6 51
Conversion Ratio (Equity Shares per Subscription Share)	R	(S1 / P1)	0.4975
Final Purchase Price per Equity Share (INR)	F1	(A / S1) * 10 <sup>6</sup>	170.86
<b>Scenario 2B: Implied Valuation is more than Floor Valuation but less than Cap Valuation</b>			
FY22 EBITDA (INR Mn)	EBITDA		808.0
Implied Post Money Equity Valuation (INR Mn)	IV	(EBIT DA * M1) - ND21 + A	8,521.2
Effective Post Money Equity Valuation	V2	(if IV ≤ PMV Floor, PMV Floor else (if IV ≤ PMV Cap, IV else PMV Cap))	8,521.2
Eventual Investors' Stake	D2	A / V2	18.7768 %
Equity Shares to be Issued	S2	(D2* S0) / (1 - D2)	1,20,41, 686
Conversion Ratio (Equity Shares per Subscription Share)	R	(S2 / P1)	0.6397
Final Purchase Price per Equity Share (INR)	F2	(A / S2) * 10 <sup>6</sup>	132.87
<b>Scenario 2C: Implied Valuation is less than Floor Valuation</b>			
FY22 EBITDA (INR Mn)	EBITDA		600.0
Implied Post Money Equity Valuation (INR Mn)	IV	(EBIT DA * M1) - ND21 + A	6,337.2
Effective Post Money Equity Valuation	V3	(if IV ≤ PMV Floor, PMV Floor else (if IV ≤ PMV Cap, IV else PMV Cap))	6,600.0

Eventual Investors' Stake	D3	$A / V3$	24.2424 %
Equity Shares to be Issued	S3	$(D3 * S0) / (1 - D3)$	1,66,68,484
Conversion Ratio (Equity Shares per Subscription Share)	R	$(S3 / P1)$	0.8855
Final Purchase Price per Equity Share (INR)	F3	$(A / S3) * 10^6$	95.99

## SCHEDULE 10 | PART B

### TERMS OF THE SERIES A CCPS

Solely for the purpose of this **Part B** of **Schedule 10**, any capitalized terms used but not defined in this **Part B** of **Schedule 10** of this Amended and Restated Shareholders' Agreement, shall have the meaning ascribed to the term under the New Investor SSA:

The rights attached to the Subscription Shares allotted under this Agreement are as follows and shall *mutatis mutandis* be reproduced in the Restated Articles, effective from the Closing Date:

1. **Non-Cumulative CCPS:** The Subscription Shares shall be participating, compulsorily convertible and non-cumulative preference shares of the Company.
2. **Price Per Subscription Share:** The price per Subscription Share of face value INR 10 each (Rupees Ten only) shall be INR 145 (Rupees One Hundred and Forty-Five only), including a premium of INR 135 (Rupees One Hundred and Thirty-Five only).
3. **Coupon Interest:** The holders of the Subscription Shares shall have the right to receive dividend in preference and priority to any other shareholder of the Company at a coupon/ interest equivalent to 0.0001% (point zero zero zero one per cent) of the aggregate face value of the Subscription Shares in each Financial Year. Provided however, if any dividend is paid out on the Equity Shares of the Company, then the holders of the Subscription Shares will be entitled to receive the higher of the coupon interest as per this Paragraph 3 or the dividend payable on the Equity Shares that would have been issued upon the conversion of the Subscription Shares on an "As If Converted Basis" (*defined below*).
4. **Tenure:** Subject to applicable Law and the terms and conditions set out below, the tenure of each Subscription Share shall be 20 (Twenty) years from the date of issue and allotment by the Company.
5. **Other Rights:** Until converted in accordance with the provisions of this **Part B** of **Schedule 10** and applicable Law, the Subscription Shares shall carry all rights and privileges in respect of a share split, bonus shares, consolidation of shares, re-capitalizations, dividends or any other distributions in cash or kind.
6. **Conversion Event:**
  - 6.1. Each Subscription Share may be converted into Equity Shares, at any time at the option of the holders of the Subscription Shares. Provided, however, that each Subscription Share shall, subject to applicable Law, automatically be converted into Equity Shares upon the earlier of: (i) 1 (One) day prior to the expiry of its Tenure (as set out under Paragraph 4 above); or (ii) in connection with an initial public offering, prior to the filing of a prospectus (or equivalent document, by whatever name called) by the Company with the competent authority or such later date as may be permitted under applicable Law.
  - 6.2. Subject to compliance with applicable Law and 'Anti-Dilution' right provided in Paragraph 8 of this **Part B** of **Schedule 10**, each Subscription Share shall convert into Equity Shares calculated as per the Conversion Ratio. The Equity Shares issued upon conversion of the Subscription Shares shall rank *pari passu* with all other Equity Shares. In the event the total number of Equity Shares to be issued on conversion is in decimals, the decimals shall be rounded off to the nearest whole number, upwards. Provided that in the event that applicable Law prevents the holders of the Subscription Shares from receiving all Equity Shares to which it is entitled pursuant to this **Part B** of **Schedule 10**, the Company, the Promoters and the New Investor shall discuss in good faith, and implement alternative arrangements, which are mutually agreeable, such that holders of the Subscription Shares are able to achieve the shareholding in the Company that it would have achieved, and the economic benefits it would have received,

had it received all Equity Shares it is entitled to upon conversion of the Subscription Shares pursuant to this **Part B of Schedule 10.**

- 6.3. The Company and the Promoters shall not, by amendment of the Articles of the Company or through any reorganization, recapitalization, Transfer of assets, consolidation, merger, dissolution, issue or sale of Securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed in this **Part B of Schedule 10** by the Company, but shall at all times in good faith assist in the carrying out of all the provisions of this **Part B of Schedule 10** and in taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Subscription Shares against impairment.

## **7. Process for Conversion:**

- 7.1. **Conversion Notice:** The holders of the Subscription Shares shall, at their sole option, issue a written notice to the Company (“**Conversion Notice**”), to convert the Subscription Shares and shall specify therein, the number of Subscription Shares being offered for conversion and the proposed conversion date, which shall not be less than 21 (Twenty-One) days from the date of the Conversion Notice (“**Conversion Date**”).
- 7.2. **Computation of Post Money Equity Valuation and Conversion Ratio:** Within 30 (Thirty) days of the Company providing the audited accounts for FY23 to the holders of the CCPS, the holders of the Subscription Shares will request the statutory auditor of the Company (“**Statutory Auditor**”) to compute the Post Money Equity Valuation and the consequent Conversion Ratio as per the terms of this **Part B of Schedule 10**. The Company shall procure that the Statutory Auditor provide, to the holders of the Subscription Shares, their computation of the Post Money Equity Valuation and the Conversion Ratio within 30 (Thirty) days of the request being made in this respect, along with the workings in support of the said computation. Further, the Company shall and the Promoters shall procure that the Company provides to the Statutory Auditor, all required information and assistance, as may be requested by the Statutory Auditor, for computing the Post Money Equity Valuation and the Conversion Ratio within the said period of 30 (Thirty) days.
- 7.3. **Issue of Equity Shares:** As soon as practicable after the Conversion Date, and in any event within 7 (Seven) days thereafter, the Company at its costs and expenses shall cause to be issued in the name of, and delivered to, the holders of the Subscription Shares, a certificate or certificates for the number of Equity Shares to which the holders of the Subscription Shares shall be entitled upon such exercise (alternatively, if any shares are in book entry (dematerialized form), the Company shall provide necessary instructions for the dematerialization and credit of the Equity Shares to the demat account of the holders of the Subscription Shares within such time period). The holders of the Subscription Shares shall be deemed to be the holder of the Equity Shares on the Conversion Date. Any conversion shall be deemed to have been made immediately prior to the close of business on the Conversion Date, and holders of the Subscription Shares entitled to receive the Equity Shares issuable upon such conversion shall be treated for all purposes as the holders of such Equity Shares as of such date.
- 7.4. **Post-conversion obligations:** Within 15 (Fifteen) days from the issuance of Equity Shares upon conversion of the Subscription Shares or within such shorter period as may be required under applicable Law, the Company shall take necessary steps to record the conversion in its statutory books or provide the beneficial ownership statement, as may be applicable, and make all necessary filings with the Governmental Authorities.
- 7.5. The Equity Shares issued upon conversion of the Subscription Shares shall be fully paid-up, have full title, be free from all Encumbrances and shall be transferable subject only to restrictions in the Amended and Restated Shareholders’ Agreement and the Restated Articles.

8. **Anti-Dilution:** Subject to the Amended and Restated Shareholders' Agreement, in case of any Dilutive Issuance (as defined in the Amended and Restated Shareholders' Agreement) each Subscription Share shall be entitled to broad based weighted average anti-dilution price protection as detailed in Clause 12 (read with **Schedule 6**) of the Amended and Restated Shareholders' Agreement and the Company shall cooperate with each holder of the Subscription Shares to exercise such price protection.
9. **Buy-Back:** The Subscription Shares shall be entitled to be bought back in accordance with the Amended and Restated Shareholders' Agreement.
10. **Liquidation Preference:** In addition to any rights available under applicable Law, the Subscription Shares shall be entitled to the liquidation preference as set out in the Amended and Restated Shareholders' Agreement.
11. **Voting:** Until converted in accordance with the provisions of this **Part B** of **Schedule 10** and applicable Law, the Subscription Shares shall carry voting rights with the Equity Shares, on an As If Converted Basis, and holders of the Subscription Shares shall be entitled to vote in all meetings of the shareholders of the Company.
12. **Transferability:** The Subscription Shares shall be transferable in accordance with the terms of the Amended and Restated Shareholders' Agreement and the Restated Articles.
13. **Amendments:** The terms and conditions of the Subscription Shares (including the rights) shall not be varied, modified or amended in any manner whatsoever, without the prior written Consent of the holders of the Subscription Shares.
14. **Costs:** Subject to Clause 12.2 of the Amended and Restated Shareholders' Agreement, the Company shall pay any and all applicable fees and Taxes, including stamp duty arising on the conversion of any or all of the Subscription Shares into Equity Shares.
15. **Reservation of Equity Shares Issuable Upon Conversion:** As on Closing Date, the Company shall ensure, solely for the purpose of effecting the conversion of the Subscription Shares, availability out of its authorized but unissued Equity Shares such number of Equity Shares as shall from time to time be sufficient to effect the conversion of all Subscription Shares. If the authorized but unissued Equity Shares are not sufficient to effect the conversion of all the Subscription Shares, the Company shall take, all such actions, including corporate actions, as may be necessary to increase its authorized but unissued Equity Shares to such number of Equity Shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite approval of the shareholders for any necessary amendment to the Charter Documents of the Company.
16. For the purposes of this **Part B** of **Schedule 10**, the following capitalized terms shall have the meaning assigned to them below:
  - 16.1. **"As If Converted Basis"** - The percentage shareholding for the holders of the Subscription Shares in the Company, on a Fully Diluted Basis, to be calculated using the Conversion Ratio as per the terms of this **Part B** of **Schedule 10**.

It being clarified that the Company shall and the Promoters shall ensure that the Company does all such acts and deeds as may be necessary to ensure that the Subscription Shares are converted to provide the holders of the Subscription Shares such percentage shareholding in the Company, on a Fully Diluted Basis, as is specified in this Paragraph 16.1.

- 16.2. **"Conversion Ratio"** means the number of Equity Shares to be issued for each Subscription Share and will be arrived at in accordance with the following formula:

$$\text{Conversion Ratio ("R1")} = S1 / P1$$

Where –

- P1 is the number of Subscription Shares;
- $S1$  (number of Equity Shares to be allotted upon conversion of Subscription Shares) =  $((D1 * S0) / (1 - D1))$

Where –

- Post Money Equity Valuation is V1 (please refer to the definition of ‘Post Money Equity Valuation’ below);
- Shareholding of the Subscription Shares holders in the Company, on an As if Converted Basis (“D1”) = Subscription Consideration / V1;
- S0 = total number of outstanding Equity Shares of the Company, on a Fully Diluted Basis, as adjusted for any corporate actions such as split of shares etc.

16.3. “FY 2023 EBITDA” for the purpose of this **Part B** of **Schedule 10** refers to the actual earnings before interest, tax, depreciation, and amortization for FY 2023, based on the audited, consolidated accounts of the Company and E Durable, computed in accordance with Indian GAAP, and adjusted as set out in the following paragraphs.

The FY 2023 EBITDA will be arrived at by taking into account the following adjustments:

- Any production-linked incentive under the PLI Scheme for White Goods (Air Conditioners and LED Lights) notified by Department for Promotion of Industry & Internal Trade, shall be deducted;
- Any one-off incomes, non-operating and/or non-recurring incomes, any prior period incomes, reversal of provisions, writeback of bad debts, Government subsidies (exception of export incentives and duty drawback), income arising due to sale of any assets or business shall be deducted;
- Any one-off expenses (including all expenses related to the transaction to the extent accounted for in the profit and loss statement), non-operating and/or nonrecurring expenses, any prior period expenses, losses arising due to sale of any assets or business shall be added back;
- Any incremental gains accruing out of any Related Party transactions that are not on arms’ length basis, shall be subject to adjustment as follows – incremental gains calculated as total gains from such Related Party transactions *minus* normalised level of gains if such transactions are on arms’ length basis; All the key purchases from and sales to related parties to be validated by the Statutory Auditor to establish transaction on arm’s length basis;
- Any interest or charges paid for availing bill discounting facilities which do not have a recourse to the Company, shall be treated as an operating cost and hence deducted from the EBITDA for FY23;
- Any interest or charges paid for availing bill discounting facilities with recourse to the Company, shall be treated as an operating cost and shall be deducted from the EBITDA for FY23;
- Any interest or finance charges paid for availing financing for trade/accounts payable (including but not limited to financing for MSME payables) shall be deducted from the EBITDA for FY23. It is clarified that deduction of interest or finance charges here is limited to interest or finance charges pertaining to trade/accounts payable financing facilities / arrangements which are not considered in Net Debt for FY 2022;
- Any expenses related to LC charges or discounting of LC charges (which for the avoidance of doubt shall not in any event mean or include a reference to bill discounting) shall not be deducted in computation of EBITDA. Similarly any charges on bank guarantee shall not be deducted from EBITDA;
- Any forex income or losses (including mark-to-market impact on year-end balances) shall be deducted or added back, as the case may be;
- Any inventory losses / shortages basis physical verification as on March 31, 2023 to be carried out by the Statutory Auditor, shall be deducted;

- Lease rentals on leased property shall be deducted from reported EBITDA for FY23. It is clarified that in case lease rentals are already deducted in arriving at the reported EBITDA, the same will not be considered again to avoid duplication of costs being considered in FY 23 EBITDA; and
- Period adjustments: Sales returns, credit debit notes from customers and vendors to be considered with period when such sales/purchase was recorded and the EBITDA for FY23 shall be accordingly deducted or increased.

To clarify, “**EBITDA**” for a Financial Year means the actual earnings before interest, tax, depreciation and amortization as of the end of such Financial Year.

Further, any EBITDA from trading in key raw materials like Copper IGT, Copper LWC, Aluminum, Compressors, Steel, plastics, motors, etc. in excess of 5% (Five Per Cent) of the consolidated EBITDA computed after giving effect to above clauses, shall be deducted from such consolidated EBITDA.

It is clarified that while calculating EBITDA: (a) all capitalization of expense and inventory valuation shall have to be consistent with historical accounting periods; (b) provisions for items such as bad and doubtful debts shall have to be in line with the historical accounting policies of the Company, and (c) no notional adjustments to EBITDA on account of any lockdown or disruptions including but not limited to Covid-19 pandemic will be considered.

It is clarified that the FY 2023 EBITDA shall exclude any consolidation adjustments for earnings of entities other than the Company and E Durable. This is being clarified for the purpose of excluding the impact of any merger or acquisition that may be taken by or involving the Company (including but not limited to acquisition of an interest in EPavo Electricals Private Limited by the Company). For the avoidance of doubt, this adjustment shall not exclude any adjustments for the merger of E Durable with the Company.

16.4. “**Net Debt**” will be calculated based on audited financial statements for the relevant financial year. Net Debt for the purpose of the transaction contemplated under this Agreement shall include but not be limited to debt and debt like items such as unfunded / underfunded employee liabilities outstanding as on date and adjusted for any free cash and bank balance (free from any Encumbrance). It is clarified that any amounts relating to sale invoices/ receivables discounting program, so long as they are in line with prior accounting periods, shall not be considered as an adjustment to Net Debt.

16.5. “**Net Debt FY 2022**” is the amount which is the higher of:

- (i) INR 137,90,00,000 (Indian Rupees One Hundred and Thirty Seven Crore and Ninety Lakh only) (which has been derived from the Deloitte VDD Report), which shall be updated based on the audited financial statements for FY 2022; or
- (ii) The Net Debt as on the Closing Date.

16.6. “**Post Money Equity Valuation**” means a valuation equivalent to 13.0 (Thirteen Point Zero) times the FY 2023 EBITDA (computed in accordance with the terms of this **Part B of Schedule 10**), adjusted for Net Debt FY 2022 and Subscription Consideration, in the manner specified below:

*Post Money Equity Valuation = (13.0 X FY 2023 EBITDA) – Net Debt FY 2022+ Subscription Consideration,*

Provided that in the event the Post Money Equity Valuation is –



- less than INR 11,91,00,00,000 (Indian Rupees One Thousand One Hundred and Ninety One Crore), for the purpose of this **Part B** of **Schedule 10**, it shall be assumed to be INR 11,91,00,00,000 (Indian Rupees One Thousand One Hundred and Ninety One Crore); and
- more than INR 16,10,00,00,000 (Indian Rupees One Thousand Six Hundred and Ten Crore), for the purposes of this **Part B** of **Schedule 10**, it shall be assumed to be INR 16,10,00,00,000 (Indian Rupees One Thousand Six Hundred and Ten Crore).

The numbers set out in the illustrations in the tables below are subject to revisions pursuant to determination of Net Debt FY 2022. For the purpose of understanding the illustrations, **Part C** of **Schedule 11** provides the Net Debt for FY22 as contained in the Deloitte VDD Report. For avoidance of doubt, it is hereby clarified that the actual Net Debt for FY22 would be determined only based on the actual audited financial statements of the Company for the financial year ended on March 31, 2022 (once available).

17. The “**Deloitte VDD Report**” means the Due Diligence Report on Project Glacier issued by Deloitte Touche Tohmatsu India LLP dated August 6, 2022.

**18. Subscription Shares Conversion Scenarios:**

Particulars	Symbol	Rationale	Values
Subscription Consideration (INR Mn)	A		1,600.00
Floor Post Money Equity Valuation (INR Mn)	PMV Floor		11,910.00
Ceiling Post Money Equity Valuation (INR Mn)	PMV Cap		16,100.00
Investor Stake at Floor Valuation	PMV Floor Stake	(A / PMV Floor)	13.43%
Investor Stake at Ceiling Valuation	PMV Cap Stake	(A / PMV Cap)	9.94%
FY 2023 EBITDA Multiple	M1		13.0x
Net Debt FY22 (INR Mn)	ND22		1,379.00
Equity Shares Outstanding on Closing	S0		6,87,57,496
Price per Subscription Share (including Share Premium) (INR)			145.00
Number of Subscription Shares Issued	P1		1,10,34,484
<b>Scenario 2A: Implied Valuation is more than Cap Valuation</b>			
FY 2023 EBITDA (INR Mn)	EBIT DA		1,400.00
Implied Post Money Equity Valuation (INR Mn)	IV	(EBIT DA * M1) - ND22 + A	18,421
Effective Post Money Equity Valuation	V1	(if IV <= PMV Floor, PMV Floor else (if IV <= PMV Cap, IV else PMV Cap))	16,100
Eventual Investors' Stake	D1	A / V1	9.94%
Equity Shares to be Issued	S1	(D1* S0) / (1 - D1)	75,87,035
Conversion Ratio (Equity Shares per Subscription Share)	R	(S1 / P1)	0.6876
Final Purchase Price per Equity Share	F1	(A /	210.89

(INR)		S1) * 10^6	
<b>Scenario 2B: Implied Valuation is more than Floor Valuation but less than Cap Valuation</b>			
FY 2023 EBITDA (INR Mn)	EBIT DA		1,189
Implied Post Money Equity Valuation (INR Mn)	IV	(EBIT DA * M1) - ND22 + A	15,679
Effective Post Money Equity Valuation	V2	(if IV <= PMV Floor, PMV Floor else (if IV <= PMV Cap, IV else PMV Cap))	15,679
Eventual Investors' Stake	D2	A / V2	10.20%
Equity Shares to be Issued	S2	(D2* S0) / (1 - D2)	78,13,660
Conversion Ratio (Equity Shares per Subscription Share)	R	(S2 / P1)	0.7081
Final Purchase Price per Equity Share (INR)	F2	(A / S2) * 10^6	204.77
<b>Scenario 2C: Implied Valuation is less than Floor Valuation</b>			
FY 2023 EBITDA (INR Mn)	EBIT DA		850
Implied Post Money Equity Valuation (INR Mn)	IV	(EBIT DA * M1) - ND22 + A	11,271
Effective Post Money Equity Valuation	V3	(if IV <= PMV Floor, PMV Floor else (if IV <= PMV Cap, IV else PMV Cap))	11,910
Eventual Investors' Stake	D3	A / V3	13.43%
Equity Shares to be Issued	S3	(D3* S0) / (1 - D3)	1,06,70,417
Conversion Ratio (Equity Shares per Subscription Share)	R	(S3 / P1)	0.9670
Final Purchase Price per Equity Share (INR)	F3	(A / S3) * 10^6	149.95

**SCHEDULE 10 | PART C**

**NET DEBT FY 2022 AS PER THE DELOITTE VDD REPORT**

<i>INR Mn</i>			
<b>Particulars</b>	<b>Company</b>	<b>E-Durables</b>	<b>Consolidated</b>
Long Term Debt	596	1	
Short Term Debt	725	29	
Current Maturities of Long Term Debt	243	15	
	<b>1,563</b>	<b>45</b>	1,608
Cash and Cash Equivalents (including FD of >12 months)	(537)	(46)	(583)
Net Debt (incl. restricted cash)	1,026	(1)	1,025
Add: Restricted Cash	N.A.	N.A.	331
<b>Net Debt</b>			<b>1,356</b>
Unfunded Provision for Employee benefits (gratuity and leave encashment)	17	6	23
<b>Total Net Debt (including employee benefits)</b>			<b>1,379</b>