



తెలంగాణ తేలంగానా TELANGANA

Tran Id: 230912124804087974
Date: 12 SEP 2023, 12:52 PM
Purchased By:
FUL KUMAR GAUTAM
S/o CHATRAPATI SINGH
R/o HYDERABAD
For Whom
AZAD ENGINEERING LIMITED

AX 229173
K SRIKANTH
LICENSED STAMP VENDOR
Lic. No. 15-21-021/2011
Ren.No. 15-21-053/2023
H.NO 5-303, SURARAM
COLONY,SURARAM(V),QUTHBULLAPUR
(M),MEDCHAL-MALKAJGIRI
DISTRICT.
Ph 9700530030

THIS STAMP PAPER FORMS INTEGRAL PART OF SHAREHOLDERS' AGREEMENT DATED 07 DECEMBER 2023



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AX 229169
S. Srikanth

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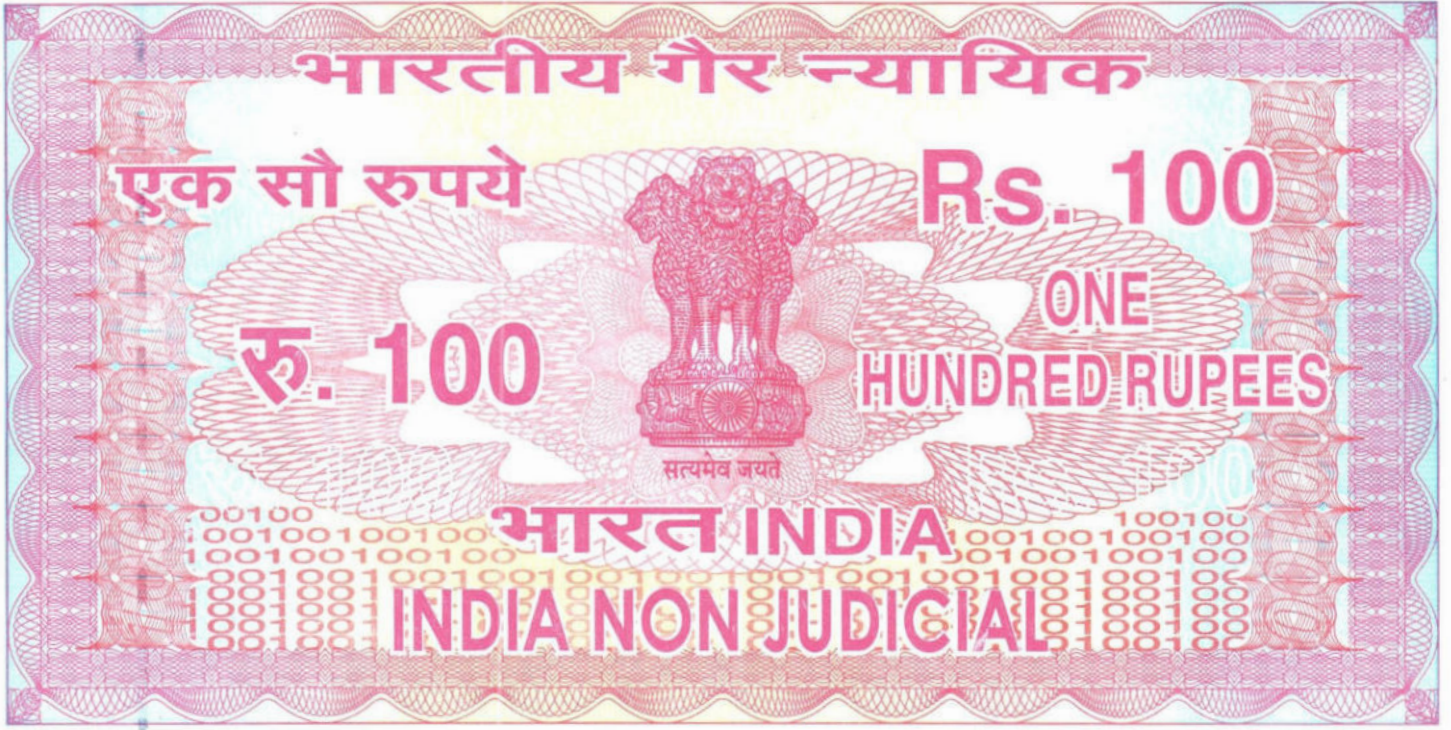
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SHAREHOLDERS' AGREEMENT

DATED 07 DECEMBER 2023

AMONG

**PIRAMAL STRUCTURED CREDIT OPPORTUNITIES FUND
(MANAGED AND REPRESENTED BY PIRAMAL ALTERNATIVES PRIVATE LIMITED)**

AND

RAKESH CHOPDAR

AND

AZAD ENGINEERING LIMITED

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SHAREHOLDERS' AGREEMENT

This shareholders' agreement ("**Agreement**") is made on this 07th day of December, 2023 ("**Execution Date**") at Hyderabad.

AMONG:

- (1) **PIRAMAL STRUCTURED CREDIT OPPORTUNITIES FUND**, an irrevocable and determinate trust set up under the Indian Trusts Act, 1882 and registered with the Securities and Exchange Board of India as a Category II Alternative Investment Fund] under the SEBI (Alternative Investment Funds) Regulations, 2012 bearing registration number IN/AIF2/19-20/0771 and having its principal office at 4th Floor, Piramal Tower, Peninsula Corporate Park, G. K Marg, Lower Parel, Mumbai - 400 013, for investment by its scheme, Piramal Structured Credit Opportunities Fund. Piramal Structured Credit Opportunities Fund is managed and represented by Piramal Alternatives Private Limited, a company incorporated under the law of India and having its registered office at 4th Floor, Piramal Tower, Peninsula Corporate Park, G. K Marg, Lower Parel, Mumbai - 400 013 (hereinafter referred to as the "**Investor**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns);
- (2) **RAKESH CHOPDAR**, aged about 43 (forty-three) years, son of S/o Late Bajranglal Chopdar, residing at 5A/800, Benecia, Lodha, Bellezza, Phase 4 Kukatpally, Tirumalagiri, Hyderabad 500 072, Telangana, bearing passport number Z1927993, (hereinafter referred to as the "**Promoter**"), which expression shall, unless repugnant to the context, be deemed to include his successors and permitted assigns); and
- (3) **AZAD ENGINEERING LIMITED**, a public limited company incorporated under the provisions of Companies Act, 1956, bearing corporate identity number U74210TG1983PLC004132 and having its registered office at 90/C,90/D, Phase-1, I.D.A. Jeedimetla, Hyderabad 500055, Telangana, 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).

The Investor, Promoter and Company are hereinafter collectively referred to as "**Parties**" and individually as a "**Party**".

RECITALS:

- A. The Company is *inter alia* engaged in the business of manufacturing and supply of high precision engineering components required in meeting the needs of power, aerospace, oil & gas, automobile industry, defence, clean energy and any other sector that requires precision manufacturing.
- B. Pursuant to debenture trust deed dated 12 August 2022 by and amongst the Company, Piramal Trusteeship Services Private Limited and Promoter ("**Debenture Trust Deed**"), Investor had subscribed to 1600 (One Thousand and Six Hundred) unlisted and secured compulsorily convertible debentures, each having a face value of INR 10,00,000 (Indian Rupees Ten Lakhs Only), up to an aggregate amount of INR 160,00,00,000 (Indian Rupees One Hundred and Sixty Crores Only) ("**Debentures**").
- C. Pursuant to the resolutions passed by the Board of Directors and Shareholders of the Company

at their meetings held on September 14, 2023 and September 15, 2023, respectively, and subject to receipt of necessary approvals and the market conditions, the Company intends to undertake an initial public offer of equity shares of face value of ₹2 each of the Company, comprising a fresh issue of equity shares by the Company and an offer for sale by the selling shareholders in accordance with the provisions of Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**") and other Applicable Law (such initial public offer, the "**IPO**") and has filed a draft red herring prospectus dated September 29, 2023 with the Securities and Exchange Board of India ("**SEBI**"), the BSE Limited ("**BSE**") and the National Stock Exchange of India Limited ("**NSE**") which together with BSE shall collectively be referred to as the "**Stock Exchanges**").

- D. The Investor had granted its consent for the conversion of the Debentures into Shares on the condition that: (i) the Company shall not have any securities other than Shares outstanding at the time of conversion of the Debentures into Shares; (ii) the number of Shares to be issued to the Investor upon conversion shall be disclosed in the updated draft red herring prospectus ("**UDRHP**") filed by the Company with SEBI; and (iii) the Parties shall enter into a shareholders agreement that shall become effective immediately upon the expiry of 30 (thirty) days from the date on which the Investor Shares are credited to the demat account of the Investor which shall be communicated by the Investor to the Company and the Promoter in writing, if the Company has failed to successfully conclude the IPO and/or the Investor has not received the Investor Exit Consideration pursuant to the IPO within such time period ("**Effective Date**"); provided however, the Company and the Promoter shall share a confirmation to the Investor on the date of conversion of Debentures into Investor Shares in the format set out in Schedule 7.
- E. The Promoter and the Company confirmed that the UDRHP will be filed by the Company and accordingly 49,78,062 Shares representing 9.13% of the share capital of the Company on a fully diluted basis will be issued and allotted to the Investor ("**Investor Shares**") upon receipt of the SEBI approval in connection with the UDRHP to be filed by the Company with SEBI.
- F. The Parties have accordingly agreed to enter into this agreement on the terms and conditions specified herein and shall be effective on and from the Effective Date.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, except where the context otherwise requires, capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed and the following words and expressions shall have the following meanings:

"**Act**" means the Companies Act 2013 as amended from time to time and shall include any statutory replacement or re-enactment thereof as well as all notifications, regulations, rules, circulars framed thereunder;

"**Affiliates**" means,

- (a) with respect to any Person other than a natural Person, (i) any other Person that is directly or indirectly, through one or more intermediate Persons, Controlling, Controlled by, or under common Control of such Person, and (ii) any shareholders,

directors, officers, key management employees of such Person and any of the Persons set out in paragraph (b) below with respect to such shareholders, directors, officers, key management employees; and

- (b) with respect to any natural Person, (i) any other Person that is a Relative of such Person and (ii) any Person that is directly or indirectly, through 1 (one) or more intermediate Persons, Controlled by, or under common Control of or otherwise affiliated with such Person or the Relative of such Person.

"Agreement" means this Agreement along with the Schedules and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms.

"Applicable Law" means any relevant statute, law, regulation, sub-ordinate legislation, ordinance, rule, judgement, rule of law, order (interim or final), decree, approvals, clearances, directive, circular, policy, requirement, code of practice or guidance note, or other governmental, regulatory, statutory, administrative restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing, by any Governmental Authority whether in effect as of the Execution Date or thereafter and in each case as amended.

"Associated Person" means in relation to a company, a person (including an employee, agent or subsidiary) who performs services for or on behalf of that company.

"Board" means the duly constituted board of Directors in office at the applicable time.

"Business" means business of manufacture and supply high precision engineering components required in meeting the needs of power, aerospace, oil & gas, automobile industry, defence, clean energy and any other sector that requires precision manufacturing.

"Business Day" means a day (other than a Saturday, Sunday and public holidays as defined under Section 25 of the Negotiable Instruments Act 1881 (26 of 1881)) on which banks generally are open for business in Mumbai and Telangana.

"Business Plan" means the business plan, as may be updated annually by the Board including for any expansion of the Business with prior approval of the Investor, setting out, inter alia, the business strategy, details of the Business and expansions, if any including but not limited to the projected financial statements (including profit and loss account, balance sheets and cash flow statements) for the ongoing financial year.

"Control" means

- (a) the ability to be the single largest shareholder of any Person and holding at least 51% (fifty one per cent) voting rights or equity shares in such Person; or
- (b) the power to direct the management or policies; or
- (c) power to appoint majority directors on the Board or similar governing body of such Person, through contractual arrangements or otherwise, and "Controlling" and "Controlled" have corresponding meanings.

"**Constituent Documents**" means the memorandum and articles of association of the Company, as may be amended, modified or supplemented from time to time in accordance with this Agreement.

"**Default Date**" means, with respect to an Event of Default, the date on which the Non-Defaulting Party becomes aware of such Event of Default.

"**Defaulting Party**" has the meaning given in **Clause 9.1**.

"**Director**" means a director of the Company appointed from time to time (including any duly appointed alternate director).

"**EBITDA**" means earnings before interest, taxes, depreciation, amortisation compliance with employee related regulations as may be applicable to the Company under the Applicable Law / regulations and accrual for gratuity / leave encashment on the basis of actual valuation excluding onetime adjustments or non-core / non-recurring business or any profit, loss, revenue or income or any profit, loss, revenue or income pertaining to the period other than for which the EBITDA is being calculated;

"**Encumbrance**" means any form of legal, equitable, or security interests, including but not limited to any mortgage, assignment, debenture, lien, charge, pledge, title retention, right to acquire, hypothecation, option, right of first refusal, pre-emption right (other than those which appear in a company's articles of association or constitutive document), any preference arrangement (including title transfers and retention arrangements or otherwise) or any other encumbrance or condition whatsoever or any other arrangements having similar effect.

"**Escrow Account**" has the meaning given in **Clause 7.5.1 (c) (ii)**.

"**Escrow Account Opening Date**" has the meaning given in **Clause 7.4.1 (c) (i)**.

"**Escrow Bank**" has the meaning given in **Clause 7.4.1 (c) (ii)**.

"**Event of Default**" has the meaning given in **Clause 9.1**.

"**Exit Value**" shall mean Maximum Number of Shares multiplied by the Price Per Share.

"**Governmental Authority**" means the GOI or the government of any other state of India or RBI, or any local, national or supranational agency, authority, department, inspectorate, board, statutory, regulatory or administrative authority, ministry, collector, gram panchayat, municipal committee, corporation, official, court, tribunal, stock exchange, judicial body, agency, arbitrators, statutory person (whether autonomous or not), corporation (to the extent acting in a legislative, judicial or administrative capacity) or stock exchange or commission or any of their subdivisions of India or of any other jurisdiction, including which has jurisdiction over the Parties.

"**Indemnified Person**" has the meaning given in **Clause 11.1**.

"**INR**" means Indian national rupees.

"**IRR**" shall mean an annually compounded percentage return on the total investments made by the Investor, in the Company, calculated from time to time, in INR, using the 'XIRR' function

of Microsoft Excel, the principles of computation of which for the purpose of this Agreement, are detailed in Schedule 3.

"Investor Nominee Director" has the meaning given in **Clause 4.2**.

"Investor Nominee Director Appointment Date" shall mean the date falling after expiry of 30 (thirty) days from the Effective Date.

"Investor Exit Consideration" shall mean the higher of Exit Value or Minimum Guaranteed Return.

"Investor Shares" has the meaning given in Recital E.

"Material Adverse Effect" means an event or circumstance which has or could in the sole opinion of the Investor, be expected to have any material adverse effect on:

- (a) the financial condition of the Company and/or the Promoter (till their obligations under this Agreement is discharged); or
- (b) the business, assets, operations or property of the Company and/ or the Promoter, which has an effect on the ability of the Investor to exercise or enforce any right, benefit, privilege or remedy under this Agreement; or
- (c) the validity or enforceability of this Agreement or the rights or remedies of the Investor under this Agreement; or
- (d) ability of the Company and/or the Promoter to perform and comply with its obligations under this Agreement.

"Mandatory Directors" has the meaning given in **Clause 4.2**.

"Maximum Number of Shares" shall mean 64,76,310 Shares;

"Minimum Guaranteed Return" shall mean an amount equivalent to or more than IRR of at least 18% (eighteen per cent) (computed from 12 August 2022 including the coupons received till date as set out in Schedule 3) or at least a multiple of invested capital (MOIC) of 1.35x of the INR 160,00,00,000 (Indian Rupees One Hundred and Sixty Crores), *calculated based on the lower end of the indicative price band in the IPO*, whichever is higher.

"Permit" means (a) a permit, license, consent, approval, certificate, qualification, specification, registration or other authorization from or given by; or (b) a filing of a notification, report or assessment to, in each case of (a) and (b), any Governmental Authority.

"Price Per Share" means the price offered for each of the Investor Shares by the Company, Promoter and / or a Third Party, as the case may be, at the time of the exit as confirmed and approved by the Investor.

"Related Party" shall have the meaning specified in the Act.

"Related Party Transaction" means any agreement, contract or arrangement (whether or not reduced in writing) between the Company and any Related Party.

"**Relative**" shall have the meaning specified in the Act.

"**Reserved Matters**" means the list of matters set forth in Schedule 1.

"**Sanctionable Practice**" shall mean the following with respect to a person, any of such person's subsidiaries and any of its respective officers, employees or any other person acting on behalf of such first person:

- (a) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (b) the act or omission, including a misrepresentation, that knowingly or recklessly misleads a party to obtain a financial or other benefit or to avoid an obligation as required under Applicable Law;
- (c) impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; or
- (d) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making of false statements to investigators, in order to materially impede an investigation into allegations of a corrupt or fraudulent, practice.

"**Share(s)**" means fully paid up equity shares of the face value of INR 2 (Indian Rupees Two Only) each of the Company.

"**Shareholder(s)**" means shareholders of the Company.

"**Taxes**" and "**Taxation**" means any and all present and future taxes, including, service, gross receipts, sales, turn-over, value added, use consumption, property, income, franchise, capital, occupational, license, excise and documentary stamps taxes, and customs and other duties, assessments, levies, dues, payments or fees, however imposed, withheld, levied, or assessed by any country or government subdivision thereof or any Governmental Authority or any other taxing authority.

"**Third Party**" means any Person that is not a signatory to this Agreement.

"**Transfer**" (including with correlative meaning, the term "**Transferred**") shall mean to directly or indirectly, sell, gift, give, assign, transfer, transfer of any interest in trust, mortgage, alienate, hypothecate, pledge, encumber, grant a security interest in, amalgamate, merge or suffer to exist (whether by operation of law or otherwise) any Encumbrance on, any Securities or any right, title or interest therein or otherwise dispose of in any manner whatsoever voluntarily or involuntarily including, without limitation, any attachment, assignment for the benefit of creditors against the Company or appointment of a custodian, liquidator or receiver of any of its properties, business or undertaking and "**Transferee**" shall mean the Person to whom a Transfer is made; .

1.2. Interpretation

In this Agreement:

- 1.2.1. the headings to the Clauses, parts, paragraphs and Schedules are included for convenience only and shall not affect the construction of this Agreement;

- 1.2.2. words denoting the singular shall include the plural and *vice versa*;
- 1.2.3. words denoting one gender shall include each gender and all genders;
- 1.2.4. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 1.2.5. references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 1.2.6. references to the Preamble, Recitals, Clauses and Schedules are reference to the preamble, recitals, clauses and schedules to or of this Agreement;
- 1.2.7. references to paragraphs are, unless otherwise expressly provided, references to paragraphs of the Schedule in which the references appear;
- 1.2.8. any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- 1.2.9. references to "person" shall any individual, corporation, partnership, (including association), joint stock company, trust, unincorporated organization or Governmental Authority or political subdivision thereof or two or more of the foregoing and shall include their respective successors, transferees and assigns and in case of an individual shall include his/ her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;
- 1.2.10. references to a "fully diluted basis" mean that the calculation of share numbers should be made assuming that all outstanding options, warrants and other securities convertible into or exercisable or exchangeable for shares (whether or not by their term then currently convertible, exercisable or exchangeable), have been so converted, exercised or exchanged;
- 1.2.11. any reference to any statute or statutory provision shall include:
 - (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
 - (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

1.2.12. this Agreement is a joint product of the Parties, and any rule of interpretation interpreting this Agreement against a Party primarily responsible for drafting this Agreement will not be applicable to this Agreement; and

1.2.13. references to "Investor" shall also mean their respective related transferees, if applicable.

2. PURPOSE AND SCOPE OF THE COMPANY

2.1. Business. The business of Company shall be to conduct the Business in accordance with the Business Plan and this Agreement.

2.2. Other Business. Company shall not undertake any business other than the Business and activities related and incidental to the Business without the prior written consent of all the Shareholders.

3. PROMOTER UNDERTAKINGS

3.1. Compliance with Agreements. The Promoter agrees to use its rights and powers as shareholder to procure that the Company complies with its undertakings and obligations in this Agreement.

3.2. Amendment to Constituent Documents. The Promoter agrees that it shall ensure that the Company shall amend and adopt its Constituent Documents and file Form MGT-14 within 30 days from the Effective Date or such other time as may be mutually agreed between the Parties to incorporate the rights available to the Investor and the obligations undertaken by the other Parties under this Agreement, in a form and manner acceptable to the Investor.

3.3. Anti-bribery/anti-corruption. Promoter undertakes to the Investor that:

3.3.1. it will not, and will procure that Company will not, in the course of operation of the Business, engage in any activity, practice or conduct which would constitute a breach of any Applicable Law relating to anti-bribery and/or anti-corruption;

3.3.2. for the purpose of the Business, none of its Affiliates or its or their respective Associated Persons will offer, pay or agree to pay, directly or indirectly, any consideration of any nature whatsoever to any official, agent, employee of any government or any department, agency or instrumentality of any government, to any political party or any official thereof, to any candidate for political office in any country or to any person in any private sector to influence the act, decision, or omission of any such official, agent, employee, political party, candidate or person in his/her or its official capacity in connection with the performance of any agreement or the directing of business to any person, including but not limited to directing of business to the Company, which is contrary to, prohibited by, or penalised under any treaty (including OECD Convention on Combating Bribery of Foreign Public in International Business Transactions) or any Applicable Law;

3.3.3. it has and will maintain in place and will procure that the Company has and will maintain in place, adequate policies and procedures designed to prevent any

Associated Person from undertaking any conduct that would give rise to an offence under any Applicable Law relating to anti-bribery and/or anti-corruption.

3.4. Sanctionable Practice. At any time during the term of this Agreement, the Company and the Promoter shall not enter into any Sanctionable Practice.

3.5. Financial Covenant.

3.5.1. Liabilities/ EBITDA shall be less than 4.3x for financial year 2023; 3.75x for financial year 2024 and 3.0x for financial year 2025 which shall be inclusive of Minimum Guaranteed Return, Debt and consideration paid by the Investor for the Debentures i.e., INR 160,00,00,000 (Indian Rupees One Hundred and Sixty Crores).

3.5.2. DSCR should not be less than 1.2x

DSCR = Numerator / Denominator

Numerator: EBITDA – Net working Capital + Net working Capital Funded by Debt – CAPEX + CAPEX Funded by Debt – Tax + an debt taken to discharge the put option exercised in accordance with the terms of this Agreement

Denominator: All obligations to service existing lenders

It is hereby clarified that at the time of calculation of DSCR for the year ended on financial year 2027, the Denominator shall exclude put option obligation in accordance with the terms of this Agreement.

3.5.3. Minimum unencumbered cash balance of INR 10,00,00,000 (Indian Rupees Ten Crores Only).

4. **BOARD COMPOSITION & BOARD MEETINGS**

4.1. Authority of the Board and Management. Subject to the provisions of this Agreement and the Act, the Board shall be responsible for the overall management, supervision, direction and control of the Company. The Board shall be entitled to delegate powers to such persons and such committees that the Board may designate/create to assist it in its business strategy and objectives. The Board may, subject to the provisions of the Act, and **Clause 4.1**, constitute committees and delegate authority to such committees, provided that the Investor Nominee Director (if appointed as per this Agreement) shall be a member of each committee so constituted. Provisions set out in **Clauses 4.4, 4.5, 4.7, 4.8, 4.9, 4.10 and 4.11** of this Agreement shall apply *vis a vis* committee of the Board.

4.2. Composition of the Board. Directors shall be appointed in accordance with this Agreement and the Constituent Documents. The maximum number of Directors constituting the entire Board (including Directors that mandatorily need to be appointed under the Act (“**Mandatory Directors**”)) shall be 15 (fifteen), or as otherwise resolved by the Shareholders in accordance with Applicable Law. Unless otherwise specified under the Act or Applicable Law, the number of Mandatory Directors shall be 2 (two), and if the Act requires appointment of woman director(s) on the Board, such woman director(s) shall be appointed from among the Mandatory Directors, unless otherwise agreed by the Shareholders. The appointment of the Mandatory Directors shall be jointly approved by the Shareholders and such approval not to be unreasonably withheld. The Investor shall have the right to nominate a maximum of 1 (one)

Director (such Director, the "Investor Nominee Director") on the Investor Nominee Director Appointment Date. Notwithstanding what has been stated herein, the Parties agree that the Directors shall not be required to hold any qualification shares.

4.3. Liability of Investor Nominee Directors.

4.4.1 The Parties further acknowledge and agree that the Investor Nominee Director (if appointed as per this Agreement) shall be deemed to be non-executive director and subject to Applicable Law, shall not in any manner whatsoever be responsible for the day-to-day management of the Company and / or be liable (to the extent permitted by Applicable Law) for any failure by the Company to comply with any Applicable Law.

4.4.2 The Investor Nominee Director (if appointed as per this Agreement) shall not, to the extent permitted under Applicable Law, be named in any correspondence, applications, licenses, approvals, compliance reports or otherwise as the person in charge of or responsible for the operations of the Company (including without limitation as "officer who is in default" and "occupiers" or "employers") or compliance by the Company of any Applicable Law or licenses or as an "occupier" or an "officer who is in default". Provided however that, if the Applicable Law requires only one Director to be responsible for the activities mentioned above (including being named in any correspondence, being designated as "officer who is in default" and "occupiers" or "employers") then one of the other Directors shall undertake such responsibility. The Company shall assert such position in any notice, reply, litigation or other proceedings in which any liability is sought to be attached to the Investor Nominee Director (if appointed as per this Agreement).

4.4.3 Indemnification. Subject to the provisions of Applicable Law, the Company shall indemnify, defend and hold harmless the Investor Nominee Director (if appointed as per this Agreement) promptly upon demand at any time and from time to time, from and against any and all losses to which the Investor Nominee Director (if appointed as per this Agreement) may become subject, including losses pursuant to any claim against the Investor Nominee Director (if appointed as per this Agreement) or to which they are made a party, insofar as such losses arise out of, or in any way relate to, or result from the Investor Nominee Director (if appointed as per this Agreement) holding a position on the Board of the Company and / or committees and / or otherwise from their current or past association with the Company or any breach or alleged breach of their fiduciary duties in such capacity, without requiring the Investor to indemnify the Investor Nominee Director (if appointed as per this Agreement). For the avoidance of doubt, the Parties agree that the obligations of the Company with respect to the indemnification of the indemnified Nominee Director(s) (if appointed as per this Agreement), pursuant to this Clause shall survive until the relevant Investor Nominee Director ceases to be a director on the Board of the Company except for any liability pertaining to the period prior to the relevant nominee director ceasing to be a director on the Board of the Company.

4.4.4 Expenses. Subject to Applicable Law, the Company shall pay to the Investor Nominee Director (if appointed as per this Agreement) all out-of-pocket expenses (including all reasonable travel and boarding expenses) incurred in order to attend meetings of the Board or any committees.

4.4. Alternate Director.

Each Director shall be entitled to nominate any person who is not disqualified for appointment as a director under the Act to act as his alternate and to terminate the appointment of such person and in that connection the provisions of the Constituent Documents shall be complied with. Such alternate director shall be entitled while holding office as such to receive notices of meetings of the Board and shall only be entitled to attend and vote as a Director at any such meetings at which the Director appointing him is not present and generally to exercise all the powers, rights, duties and authorities and to perform all functions of his appointee as the Director appointing him at any such meetings.

- 4.5. Chairman of the Board. The chairman of the Board shall be appointed by the Board from one of the Directors. The chairman shall not have any casting vote or extra vote.
- 4.6. Appointment / Removal / Replacement / Resignation of Directors. Any Shareholder who is entitled to nominate a Director may remove or replace any of its nominated Directors from time to time at its sole discretion. Parties agree and affirm that once a Party has intimated the other Parties of its intention to appoint or remove/replace its nominee Director, the other Party shall exercise its voting rights or shall procure that its nominee Directors vote (at Shareholders' meeting or Board meeting, as the case may be) in a manner that such appointment or removal/replacement takes place.
- 4.7. Venue, Frequency & Notice Requirements for Board Meetings. All meetings of the Board shall be convened and conducted in accordance with the provisions of the Act and the Constituent Documents. The Board shall meet, at minimum, at such intervals, that the gap between 2 (two) consecutive Board meetings does not exceed 120 (one hundred twenty) days, at Hyderabad or at such locations as may be decided by the Board in writing by a majority of the Directors (including Investor Nominee Director (if appointed as per this Agreement)). A meeting of the Board shall be convened pursuant to a written notice of at least 15 (fifteen) Business Days to each of the Directors and their alternate directors, if any. Notice may be waived or a Board meeting may be called by giving shorter notice with the consent of the majority of the Directors (including Investor Nominee Director (if appointed as per this Agreement)). The notice of each Board meeting shall include a written agenda setting out the business proposed to be transacted at such meeting, and copies of all relevant papers connected therewith and/or proposed to be placed before or tabled before the Board. In the event a notice is required to be sent outside India, notwithstanding anything stated elsewhere in this Agreement, such notice shall be sent by international courier or via email, at the address of such directors registered with the Company.
- 4.8. Quorum.
 - 4.8.1. The quorum for a meeting of the Board shall be (a) not less than 1/3rd of the total number of Directors; and (b) Investor Nominee Director (if appointed as per this Agreement) are, present in person or through an alternate Director, at the beginning of the meeting and throughout the meeting.
 - 4.8.2. The quorum for a meeting of a committee of the Board shall be (a) not less than 1/3rd of the total number of members of a committee (as the case may be); and (b) at least 1 (one) Investor Nominee Director (if appointed as per this Agreement), present in person or through an alternate Director, at the beginning of the meeting and throughout the meeting.

- 4.8.3. If the quorum is not present within 30 (thirty) minutes from the time when the meeting should have begun or if during the meeting there is no longer a quorum, the meeting shall be adjourned and reconvened at the same place and time 7 (seven) days later, or at such time as may be agreed to by the majority of the Directors (including Investor Nominee Director (if appointed as per this Agreement)) or by the majority of members of a committee (including Investor Nominee Director (if appointed as per this Agreement)), as the case may be, with the same agenda. It is clarified that in case the Investor Nominee Director or his alternate is not present at a meeting of the Board/its committee then the meeting shall be adjourned and reconvened at a later date as per Applicable Law provided that presence of Investor Nominee Director (if appointed as per this Agreement) shall be mandatorily required to conduct a meeting of the Board / its committee. It is further clarified that matters not included in the agenda circulated for a Board meeting shall not be deliberated upon at a Board meeting, unless all the Directors present unanimously agree for inclusion of such matter.
- 4.9. Voting. Each Director is entitled to cast 1 (one) vote at any Board meeting. Subject to **Clause 4**, the adoption of any resolution of the Board shall require the affirmative votes of a majority of the Directors present and voting at a duly constituted meeting of the Board.
- 4.10. Resolutions in Writing/ by Circulation. Subject to **Clause 4** and provisions of the Act, a resolution in writing of the Board shall be as valid and effectual as if it had been a resolution passed at a meeting of the Board duly convened and held if the resolution is signed in support thereof by all of the Directors for the time being. Any such resolution may consist of several documents in the like form each signed by one or more of the Directors and any resolution bearing the signature of any Director dispatched by facsimile transmission or electronic mail shall constitute a document for this purpose.
- 4.11. Declaration of Interests. Subject to **Clause 4**, a Director shall not be prohibited from voting or being counted in a quorum at any meeting of the Board in respect of any contract or arrangement in which he is or may be interested, provided he has disclosed the nature of his interest to the Board.
- 4.12. Telephonic / Video Participation. Subject to Applicable Law, Directors may participate in meetings of the Board by teleconference or by way of audio/video conferencing facility which enables all persons participating in the meeting to communicate concurrently with each other without an intermediary. All resolutions agreed by the Directors in such meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Board duly convened and held. A Director participating in a meeting in the manner aforesaid shall be taken into account in ascertaining the presence of a quorum at the meeting.
- 4.13. Director Expenses. Unless unanimously agreed by the Shareholders, no Director shall be entitled to any remuneration, reimbursement or fee in connection with their appointment as Director or the discharge of their duties as Directors.
- 4.14. Directors' Access. Any Director shall be entitled to examine the books, accounts and records of the Company and shall have access, during normal business hours of the Company and with prior reasonable written notice, the right to reasonably inspect the properties and facilities of the Company. The Company shall provide such information relating to its business affairs and financial position as any Director may reasonably require. Subject to Applicable Law, any Director may provide such information to the Shareholder who has nominated such Director.

5. SHAREHOLDERS' MEETINGS

- 5.1. Venue, Frequency & Notice Requirements for General Meetings. All meetings of Shareholders shall be held at the principal place of business of the Company or at such other place as the Board may determine from time to time. The Board may convene a meeting of Shareholders whenever it may deem fit. In addition to the other general meetings, one annual general meeting shall be convened every calendar year (“AGM”) within 6 (six) months following the end of financial year and such that not more than 15 (fifteen) months shall elapse between the dates of two consecutive AGMs. Subject to the Act, at least 21 (twenty one) days’ prior written notice of every general meeting shall be given to the Shareholders. Notice may be waived or a general meeting may be called by giving shorter notice with the unanimous written consent of the Shareholders. The notice of each general meeting shall include an agenda setting out the business proposed to be transacted at the meeting, together with copies of all relevant papers connected therewith and/or proposed to be placed before or tabled at the general meeting. It is clarified that matters not included in the agenda circulated for a general meeting shall not be deliberated upon at a general meeting, unless all the Shareholders present unanimously agree for inclusion of such matter.
- 5.2. Quorum. Subject to **Clause 5** and the provisions of the Act, the quorum for any general meeting shall be at least 5 (five) Shareholders present in person or by proxy or attorney, one of which shall be the Investor at the beginning of the meeting and throughout the meeting. If the quorum is not present within 30 (thirty) minutes from the time when the meeting should have begun or if during the meeting there is no longer a quorum, the meeting shall be adjourned and reconvened at the same place and time 7 (seven) days later, or at such time as may be agreed to by the majority of the Directors (including Investor Nominee Director (if appointed as per this Agreement)), with the same agenda.
- 5.3. Voting. Subject to **Clause 5** and the provisions of the Act, all questions arising at a general meeting shall, unless otherwise required by Applicable Law, be decided by ordinary resolution of the Shareholders present at the meeting. A Shareholder may be present at and may vote at any general meeting in person, by proxy or attorney or by a duly authorised representative, and any such proxy, attorney or representative shall be counted for the purposes of constituting a quorum. Voting on all matters to be considered at a general meeting of the shareholders shall be by way of a poll unless otherwise unanimously agreed upon in writing by the Shareholders.
- 5.4. Resolutions in Writing. Subject to **Clause 5** and the provisions of the Act, a resolution in writing of the Shareholders shall be as valid and effectual as if it had been a resolution passed at a meeting of the Shareholders duly convened and held if the resolution is signed in support thereof by all of the Shareholders for the time being. Any such resolution may consist of several documents in the like form each signed by one or more of the Shareholders and any resolution bearing the signature of any Shareholder dispatched by facsimile transmission or electronic mail shall constitute a document for this purpose.
- 5.5. Telephonic / Video Participation. Subject to the provisions of the Act, Shareholders may participate in general meetings by teleconference or by way of audio/video conferencing facility which enables all persons participating in the meeting to communicate concurrently with each other without an intermediary. All resolutions agreed by the Shareholders in such meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Shareholders duly convened and held. A Shareholder participating in a meeting in the

manner aforesaid shall be taken into account in ascertaining the presence of a quorum at the meeting.

6. RESERVED MATTERS

Notwithstanding anything to the contrary in this Agreement, each Party agrees that no action shall be taken or resolution passed by (a) the Board /committee of the Board of the Company; or (b) Shareholders of the Company, in respect of any Reserved Matter except with the mutual consent of the respective authorised representatives of the Investor and Promoter.

7. EXIT RIGHTS

7.1. Exit.

Subject to **Clause 7.2**, on or prior to 30 April 2024, the Promoter shall endeavour on a good faith basis to provide an exit to the Investor by way of third party transfer or by its own or by raising debt from any financial institutions such that the Investor receives the Investor Exit Consideration, provided however, that after 30 April 2024, the rights provided to the Promoter under this **Clause 7.1** shall fall away, unless agreed by the Investor. If the Investor has issued the Exit Put Option Exercise Notice as per **Clause 7.4.2 (a)** or the Trigger Notice as per **Clause 7.5.2 (a)**, then the Promoter and / or the Company shall provide the exit to the Investor within the timeframe stipulated under **Clause 7.4** or **Clause 7.5**, as the case may be, whether or not the Promoter has initiated and / or entered into and / or is in the process of entering into any discussions or negotiations or binding / non-binding documents for any exit to the Investor as envisaged under this **Clause 7.1**. It being clarified that the Promoter shall ensure that in case of any exit pursuant to this **Clause 7**, the Investor shall be informed of the price offered for the Investor Shares and the Investor shall be entitled to participate in any discussions with third party(ies) relating to the exit of the Investor.

7.2. Tag Along Right

7.2.1. In case the Promoter and/ or its Affiliates ("**Tag Initiator**") proposes to Transfer any Shares held by it in the Company to any third-party or multiple third parties (such Person(s) shall hereinafter be called the ("**Tag Transferee**")) ("**Tag Along Event**"), the Promoter and/ or its Affiliates may Transfer its Shares to Tag Transferee only upon compliance with the following:

- (a) Upon the occurrence of a Tag Along Event, the Tag Initiator shall send a written notice ("**Tag-Along Notice**") to the Investor, which notice shall state:
 - (i) the name and address and identity of the Tag Transferee;
 - (ii) the maximum number of shares that are proposed to be Transferred to the Tag Transferee (the "**Sale Shares**");
 - (iii) the amount and form of the proposed consideration for the Transfer of the Sale Shares; and
 - (iv) any other material terms and conditions of the proposed Transfer. The total value of the consideration for the proposed Transfer is referred to herein as the "**Tag-Along Consideration**".

7.2.2. Investor shall have the right (the "**Tag-Along Right**") but not the obligation to require the Tag Initiator to cause the Tag Transferee to purchase from the Investor, all but not less than all of the Shares held by Investor on the same price per share as is to be paid and given to the Tag Initiator. The Investor shall not be required to make any representation or warranty to the Tag Transferee, other than with respect to due authorization and title to their respective Shares and all other representations,

warranties and indemnities shall be provided by the Promoter and/ or its Affiliates on behalf of the Investor.

- 7.2.3. Within 30 (thirty) Business Days following the receipt of the Tag-Along Notice, in the event Investor elects to exercise the Tag-Along Right, Investor shall deliver a written notice of such election to the Promoter and/ or its Affiliates along with an acceptance to Transfer all the Shares held by Investor to the Tag Transferee ("**Tag-Along Shares**"). Such notice shall be irrevocable and shall constitute a binding agreement by Investor to sell the Tag-Along Shares to the Tag Transferee.
- 7.2.4. The closing of any purchase of Tag-Along Shares by the Tag Transferee from Investor shall take place simultaneously with the closing of the purchase of Sale Shares by the Tag Transferee from the Tag Initiator provided that the Sale Shares cannot be purchased by the Tag Transferee without purchasing the Tag-Along Shares from Investor. Any Tag Transferee purchasing the Tag-Along Shares shall, simultaneously, deliver at such closing the payment in full of the Tag-Along Consideration in accordance with the terms set forth in the Tag-Along Notice.
- 7.2.5. In the event the price received by the Investor for the transfer of Investor Shares to the Tag Transferee is less than the Investor Exit Consideration, the Promoter and/ or its Affiliates agrees and undertakes that it shall transfer to the Investor the difference between the Investor Exit Consideration and the price received by the Investor from the receipt of the sale proceeds of the Shares of the Investor that have been transferred to the Tag Transferee and it shall instruct the Tag Transferee (in writing and keeping the Investor copied) of the amount that the Tag Transferee shall be required to transfer to the Investor from the portion due to be paid to the Tag Initiator such that the Investor realises an amount being equal to the Investor Exit Consideration.

7.3. Drag Along Right

- 7.3.1. After 30 April 2024, if the Investor sells its Shares to any third party and upon the Investor receiving a proposal from any Third Party for purchase of Shares held by the Investor, which the Investor intends to accept ("**Purchase Offer**"), the Investor shall immediately notify the Promoter and the Company of such Purchase Offer. The Investor ("**Dragging Party**") shall have the right ("**Drag Along Right**") but not the obligation to require the Promoter ("**Drag Along Party**") to sell, up to all the Shares held by the Promoter and/ or its Affiliates on such date ("**Drag Along Shares**") and on such terms, including the price ("**Drag Along Price**"), that the Dragging Party may have agreed with such Third Party ("**Drag Along Buyer**"). In such event, the Drag Along Party shall be unconditionally obliged to sell such Drag Along Shares to the Drag Along Buyer at the Drag Along Price and on the same terms offered to the Dragging Party (including the price for the relevant Shares held by the Investor).
- 7.3.2. For the purpose of this **Clause 7.3** (Drag Along Right), the Dragging Party shall deliver a written notice ("**Drag-Along Notice**") to the Drag Along Party, stating that the Dragging Party wishes to exercise its rights under this **Clause 7.3** (Drag Along Right), and setting forth the name and address of the Drag Along Buyer, the number of Drag Along Shares of the Drag Along Party proposed to be Transferred to the Drag Along

Buyer, the Drag Along Price and all material terms and conditions offered by the Drag Along Buyer.

- 7.3.3. Upon delivery of a Drag-Along Notice, the Drag Along Party shall be required to Transfer such number of its Shares, as may be required to enable the Investor to sell all of its Shares, as specified in the Drag-Along Notice, including executing the share transfer forms in favour of the Drag Along Buyer and handing over the same along with the original share certificates in respect of their respective Shares to the Drag Along Buyer, on the same terms and conditions (including, without limitation, the Drag Along Price) as agreed by the Dragging Party and the Drag Along Buyer, and shall make to the Drag Along Buyer representations, warranties, covenants, indemnities and agreements comparable to those made by the Dragging Party in connection with the Transfer and shall agree to the same conditions to the Transfer as the Dragging Party agrees.
- 7.3.4. It is hereby agreed and understood that the Investor shall not be required to make any representation or warranty to the Drag Along Buyer, other than with respect to due authorization and title to their respective Shares and all other representations, warranties and indemnities shall be provided by the Promoter on behalf of the Investor.
- 7.3.5. Pursuant to the exercise of the Drag Along Right by the Investor, the Company and the Promoter and/or other shareholders of the Company, as the case may be, if any, undertake to cooperate and to do all such acts as may be required to be done for consummation of the sale of Shares held by the Promoter and Investor to the Drag Along Buyer.
- 7.3.6. In the event the price received by the Investor for the transfer of Investor Shares to the Drag Along Buyer is less than the Investor Exit Consideration, the Promoter agrees and undertakes that it shall transfer to the Investor the difference between the Investor Exit Consideration and the price received by the Investor from the receipt of the sale proceeds of the Shares of the Investor that have been transferred to the Drag Along Buyer and it shall instruct the Drag Along Buyer (in writing and keeping the Investor copied) of the amount that the Drag Along Buyer shall be required to transfer to the Investor from the portion due to be paid to the Drag Along Party such that the Investor realises an amount being equal to the Investor Exit Consideration.

7.4. Investor Put Option.

- 7.4.1. On or after 15 March 2024, the Investor shall have the right to exercise put option as stipulated in **Clause 7.4** below.
- (a) Upon the occurrence of event set out in **Clause 7.4.1** above, Investor shall have the right (but not the obligation) to sell the Shares held by it in the Company to Promoter and Promoter shall have an obligation to buy from Investor all the Shares held by Investor, as on such date, on a Fully Diluted Basis, at a price equivalent to the Investor Exit Consideration.
- (b) The option set out in **Clause 7.4.1** above is referred to as the “**Exit Put Option**” and the Shares with respect to which such Exit Put Option is exercised shall be referred to as the “**Exit Put Option Shares**”. The process for exercising the

Exit Put Option by Investor is set out as follows in **Clause 7.4.2** of this Agreement.

- (c) In the event that the Exit Put Option has been exercised, the transfer of the Investor Shares shall be completed in the manner set out below subject to Applicable Law and obtaining requisite approvals (if any):
- (i) Investor and/or the Promoter, as applicable, shall open an escrow account with an authorised dealer bank in India ("**Escrow Account**"), within a period of 2 (two) Business Days from the date of the Exit Put Option Exercise Notice or any other such date as mutually acceptable ("**Escrow Account Opening Date**");
 - (ii) The Escrow Account shall be maintained as long as the Investor holds any Investor Shares in the Company or any other such date as mutually acceptable or the date on which the entire Investor Exit Consideration is transferred by such authorised dealer bank ("**Escrow Bank**") to the designated account of Investor in accordance with this **Clause 7.5.2 (c)**, whichever is earlier;
 - (iii) Investor shall deposit irrevocable delivery instruction slips instructing such Investor's depository participant to transfer the Investor Shares to the demat account of the Promoter with the Escrow Bank on or around the Escrow Account Opening Date;
 - (iv) The Promoter shall deposit the entire Investor Exit Consideration which shall be the aggregate consideration towards purchase by the Promoter of the Investor Shares, in the Escrow Account prior to 31 March 2024 or any other such date as mutually acceptable to the Investor and the Promoter;
 - (v) Within 1 (one) Business Day of the date on which the Promoter deposits the amount as specified:
 - (A) The Escrow Bank shall: (I) transfer the entire Investor Exit Consideration into such bank account specified by Investor (the details of which shall be provided by Investor to the Escrow Bank); and (II) deliver the delivery instruction slips to Investor's depository participant to transfer the Investor Shares to the Promoter; and
 - (B) Investor shall cause the Investor Nominee Director (if applicable) to resign from the Board; and
 - (vi) The Escrow Account shall be operated and maintained in accordance with the terms and conditions specified in the escrow agreement to be executed by the relevant parties in this regard.

7.4.2. Exercise of Exit Put Option

- (a) Exit Put Option can be exercised by Investor by issuing a written notice ("**Exit Put Option Exercise Notice**") to the Promoter any time on or after 15 March

2024 requiring the Promoter to complete the sale and purchase of the Exit Put Option Shares such that the Promoter makes the payment of the Investor Exit Consideration no later than 31 March 2024.

- (b) The Exit Put Option Exercise Notice shall specify the relevant price, derived as per **Clause 7.4.1** above, at which the Exit Put Option is sought to be exercised.
- (c) At completion of such sale and purchase of the Exit Put Option Shares which shall be completed on or prior to 31 March 2024:
 - (i) Promoter shall remit the applicable consideration as specified under Exit Put Option Exercise Notice, for the purchase of the Exit Put Option Shares, to the bank account of Investor as per the details notified by Promoter to Investor prior to such completion; and
 - (ii) Promoter shall, simultaneous to the remittance instructions issued by Investor for the transfer of the consideration amount as aforesaid (as evidenced by receipt by Promoter of a copy of the bank transfer instructions issued by Investor), transfer the legal and beneficial interest in the Exit Put Option Shares free from all Encumbrances to Promoter by issuing unconditional, irrevocable and duly executed delivery instruction slips to its depository participant in connection thereto; and
- (d) The closing of any purchase of the Exit Put Option Shares shall be held at the registered office of the Company or at such other place as Shareholders may mutually agree. Promoter agrees to do all such further and other things, execute and deliver all such additional documents, to give full effect to the terms of this provision (including passing necessary resolutions, if applicable).

7.5. Buyback of Investor Shares.

7.5.1. On or after 15 March 2024, the Investor shall be entitled, at its sole discretion, to require the Company to, subject to Applicable Law, buyback all its Shares at a price that is equivalent to the Investor Exit Consideration, in one or more instalments at the sole discretion of the Investor.

7.5.2. Procedure in case of Company buyback

- (a) To exercise the buy-back by the Company as mentioned in **Clause 7.5.1**, the Investor may send a prior written notice to the Company ("**Trigger Notice**") any time on or after 15 March 2024 requiring the Company to buy-back and any or all of the Shares held by it;
- (b) Within 3 (three) days of receipt of the Trigger Notice, the Company shall provide a written notice to the Investor, setting forth the date of such buyback which shall not be later than 31 March 2024, to be undertaken by the Company in accordance with Applicable Law ("**Purchase Date**"); and
- (c) The Company, Promoter and the other Shareholders (if applicable) shall do all such acts and deeds as may be necessary under Applicable Laws or otherwise

(including voting at the meetings of the Board and general meetings to cause the Company to undertake the buy-back of the Shares of the Investor by the Company and obtain all consents and approvals to undertake the buy-back by the Company of the Shares held by the Investor prior to the Purchase Date.

- 7.5.3. The Company and the Promoter shall ensure that the Company shall record the put option liability as envisaged in this **Clause 7.5** in its financial statements in line with the IND AS requirements.
- 7.6. The Parties hereby agree that, as long as the Investor holds any Shares in the Company, all the rights of the Investor set out in **Clause 7.3**, **Clause 7.4**, **Clause 7.5** and **Clause 12** shall be available to the Investor in accordance with the timelines stipulated in this Agreement, and exercise of any right under **Clause 7.3**, **Clause 7.4**, **Clause 7.5** and **Clause 12** will not result in a fall away of any other right available to the Investor under the said Clauses.
- 7.7. Cooperation among Parties.

For the purposes of any sale of Shares in terms of this Agreement, the Promoter and the Company shall provide full co-operation, information and support to the Investor and take all necessary actions (including but not limited to procuring the transfer of the Investor Shares such that the Investor realizes an amount equivalent to or more than the Investor Exit Consideration) to cause such sale and the Promoter shall procure that the Company also provides full support and takes necessary actions. Additionally, the Promoter and the Company agree and confirm that all representations and warranties and indemnities required to be provided to any third party for transfer of the Shares (including transfer of Investor Shares, other than with respect to due authorization and title to the Investor Shares) in terms of this **Clause 7** shall be provided solely by the Promoter.

- 7.8. The Promoter hereby unconditionally and irrevocably guarantees to the Investor that it shall and shall procure that the Company shall provide an exit to the Investor in accordance with this **Clause 7** including granting an exit to the Investor consequent to the exercise of the Exit Put Option by the Investor in accordance with the terms hereof and take all actions and call the Company to take all necessary actions and obtain relevant authorizations for such exit.
- 7.9. Notwithstanding anything contained in this Agreement, the Company and the Promoter's obligation to provide an exit to the Investor in accordance with this **Clause 7** of this Agreement shall not be linked to any component of deferred consideration or any component of the consideration being linked to occurrence of any future contingent events or any structured consideration or any fees.

8. SHAREHOLDER RIGHTS

- 8.1. Investor Information Rights. Investor shall have the right to receive and the Company shall procure and provide to the Investor the following:
- 8.1.1. annual audited consolidated financial statements (including at least an audited balance sheet, a consolidated statement of profit or loss/income and a consolidated statement of cash flow) in respect of each financial year, prepared in accordance with the applicable accounting standards and in compliance with all Applicable Laws in respect of each accounting reference period, not later than the expiration of 120 (one hundred and twenty) days from the end of each such financial year;

- 8.1.2. monthly management accounts (on a consolidated basis) at the end of each calendar month, prepared in accordance with the applicable accounting standards and in compliance with all Applicable Laws and on a basis consistent with the annual audited consolidated financial statements; and
- 8.1.3. the profit and loss statement, within 15 (fifteen) days of each calendar quarter.
- 8.2. Investor Inspection Rights. Investor shall have such inspection rights, including without limitation, the right to inspect the facilities, records and books (accounting, financial or otherwise) of the Company and any of its subsidiaries, and to discuss the business, operations and conditions of the Company and/or any of its subsidiaries with their respective directors, officers, employees, accounts, legal counsel and investment bankers (subject to any obligations of confidentiality on the Company in respect of information belonging to a third party and save for any privileged information that may have been received by the Company which relates to any dispute between the Company and such Shareholder).
- 8.3. Information Covenants
- 8.3.1. The Company shall within 15 (fifteen) days from each calendar quarter furnish quarterly report to the Investor containing the following particulars:
- (a) The employee count (both operational, new and those resigned), to keep a check on the attrition levels;
 - (b) Any change in 2nd level management of the Company;
 - (c) Customer-wise order pipeline to be delivered in next month / next quarter;
 - (d) Customer-wise product-wise qualification status which are in process / received; and
 - (e) The Promoter shall provide intimation to the Investor on incorporation of any new subsidiaries (started or business incorporated) other than the Company.
- 8.3.2. The Company shall deliver such documents, do such acts and deeds and execute all such other documents as are customary or as may be necessary or as may be otherwise required by the Investor to effectively carry out the full intent and meaning of this Agreement and/or to complete the transaction contemplated hereunder for the due performance of this Agreement.
- 8.3.3. The Company shall, immediately after the occurrence of any event, development or occurrence reasonably likely to have a Material Adverse Effect (including without limitation any claims from any Person(s)), notify the Investor setting forth details of such event, development or occurrence reasonably likely to have a Material Adverse Effect (including without limitation any claims from any Person(s)), containing an explanation with reasons for the same and the action that the Company and/or Promoter have taken and/or propose to take with respect thereto. Without prejudice to the generality of the foregoing, the Company and the Promoter shall promptly inform Investor of any loss or damage which the Company and/or the Promoter may

suffer due to any force majeure circumstances or acts of God (whether or not the Company is covered by insurance against such event).

8.3.4. The Company shall deliver to the Investor the following:

- (a) within 30 (thirty) days after the end of each quarter, un-audited statements of income and cash flows of the Company for such quarter and for the period from the beginning of the relevant financial year to the end of such quarter, and an unaudited balance sheet as of the end of such quarter;
- (b) minutes of the meetings of the Board, committees of the Board, and general meetings of the Company and minutes of meetings of the board, committees of the board and general meetings 7 (seven) days after such meetings;
- (c) immediately, a report on and details of any significant adverse event(s) impacting the Company, and/or its assets;
- (d) forthwith details of any legal proceedings (including any winding up proceedings or notices under any enactment or regulation), disputes or adverse changes or any event (including force majeure) that results in a Material Adverse Effect or an Event of Default;
- (e) any relevant information related to the assets of the Company;
- (f) immediately provide to the Investor, copies of all Tax correspondence and Tax notices and details of any litigation initiated against the Company including any insolvency event or litigations relating to securities laws i.e. the Securities and Exchange Board of India Act, 1992 and any rules and regulations framed thereunder;
- (g) notwithstanding anything contained in this Agreement, it is agreed that the Company shall provide the Investor with such information/reports as required by the Investor and at such intervals as may be required by Investor;
- (h) Monthly information statement/ monthly management reports at the end of each month in the format set out in Schedule 4 of this Agreement;
- (i) Bank account statements of all accounts of the Company within 7 (seven) Business Days from the end of each month;
- (j) The Company shall on annual basis provide an inventory audit to the Investor;
- (k) monthly bank statements of all accounts of the Company to be provided to the Investor;
- (l) The Company shall on monthly basis, update the Investor on the new factory land allotted by Telangana State Industrial Infrastructure Corporation Limited;
- (m) The Company shall inform the Investor within 30 (thirty) days from the end of half year for financial year 2024 and at each quarter thereafter, if it believes

that there will be a deviation of more than 10% (ten per cent) on the EBITDA or debt or capital expenditure in the Business Plan submitted to the Investor for current financial year. It is hereby clarified that this Clause shall be applicable from the financial year 2024; and

- (n) The Investor and the Company shall mutually agree on a 100 (one hundred) days' plan and 365 (three hundred and sixty five) days' plan which shall be approved in the first board meeting of the Company.

9. DEFAULT

- 9.1. **Events of Default.** An event of default ("**Event of Default**") occurs in relation to the Promoter and the Company (the "**Defaulting Party**") if the Promoter and / or the Company breaches any obligations, covenants, undertaking and/or any provision of this Agreement.
- 9.2. Upon the occurrence of an Event of Default, the Company reserves the right to serve a notice of default on the Company and the Promoter.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. The Company represents and warrants to Investor, that as of the date of this Agreement:
 - 10.1.1. such Party has been duly incorporated and established and is a validly existing legal entity under the laws of its jurisdiction of incorporation and establishment;
 - 10.1.2. such Party has the legal right and full power and has obtained all corporate authorisations required to enter into this Agreement and perform its obligations set forth herein, as well as the transactions contemplated hereunder, without requiring the decision, authorization or approval of any Governmental Authority or other third party or any Permit other than such consents, approvals or Permits required under this Agreement;
 - 10.1.3. the capital structure of the Company is as set out in Schedule 6;
 - 10.1.4. this Agreement, when executed by such Party, will constitute the valid and legally binding obligations on such Party, enforceable against such Party on its terms;
 - 10.1.5. the execution and delivery of, and the performance by such Party of its obligations under this Agreement will not:
 - (a) amount to a violation or breach of: (i) its constituent documents; (ii) any instrument, contract, document or agreement to which it or its assets are bound; or (iii) any term or condition of any of its Permits; and
 - (b) amount to a violation or breach of any Applicable Law with respect to such Party.
 - 10.1.6. this Agreement is not void or voidable against such Party.
- 10.2. The Promoter represents and warrants to Investor, that as of the date of this Agreement:

- 10.2.1. Such Party has full legal right, capacity and authority to enter into this Agreement and fulfill their obligations and the transaction contemplated in this Agreement;
- 10.2.2. This Agreement, when executed by such Party, will constitute the valid and legally binding obligations on such Party, enforceable against such Party on its terms;
- 10.2.3. The execution, delivery and performance by the Promoters of this Agreement and the compliance with the terms and provisions hereof do not and will not:
- (a) contravene any provision of any Law, statute, rule or regulation or any order, writ, injunction or decree of any court or Governmental Authority to which they are subject; or
 - (b) conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, any agreement, contract or instrument to which they are a party.
- 10.2.4. this Agreement is not void or voidable against such Party.
- 10.3. Additionally, the Company hereby represents, warrants and undertakes to the Investor in the terms set forth in Schedule 2 on the dates as set out in **Clause 10.4**.
- 10.4. The Parties agree that the (i) representations and warranties set out in **Clause 10.1** and **Clause 10.2** shall be deemed to be repeated on Execution Date, date of conversion of Debentures into Shares or any other date on which Investor exercises its rights under **Clause 7** of this Agreement, as the case maybe each date as long as the Investor holds any Investor Shares in the Company; and (ii) representations and warranties set out in Schedule 2 shall be deemed to be repeated on the Effective Date of this Agreement or any other date on which Investor exercises its rights under **Clause 7** of this Agreement, as the case maybe.

11. INDEMNITY

- 11.1. Each of the Promoter and the Company hereby, jointly and severally, unconditionally and irrevocably undertakes to the Investor ("**Indemnified Person**") that it will, in accordance with Applicable Law and subject to obtaining necessary approvals, if any, on demand, indemnify and keep such Indemnified Person harmless from and against all and any actions, proceedings, claims, liabilities, losses, costs and expenses (including, without limitation, all costs and expenses incurred in disputing or defending any of the foregoing on a full indemnity basis) incurred by such Indemnified Person or which such Indemnified Person may suffer or incur as a result of or in relation to any breach of any term of this Agreement by the Promoter or the Company.
- 11.2. Each of the indemnities in this Agreement constitutes a separate and independent obligation from the other obligations in this Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Indemnified Person and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Agreement or any other judgment or order.
- 11.3. Promoter shall indemnify the Investor in case the Investor hasn't realised an amount being at least equal to the Investor Exit Consideration from the sale of Investor Shares.

- 11.4. Notwithstanding anything to the contrary contained in any agreement between the Parties, the liability of the Company and the Promoter under this Agreement shall be limited to the Investor Exit Consideration and any costs incurred by the Investor in enforcing any indemnity claim under this Agreement.

12. CONVERSION TO DEBT INSTRUMENT

In the event the Investor continues to hold the Investor Shares even after the expiry of 30 (thirty) days from the Effective Date, the Promoter and the Company, shall undertake all necessary actions to issue to the Investor, non-convertible debentures on terms no more beneficial than those offered to the Investor, Promoter and the Company under the Debenture Trust Deed. Provided that this Clause 12 shall only be effective in the event of failure to consummate the IPO as per Applicable Laws.

13. TERM AND TERMINATION

- 13.1. This Agreement shall be effective as of the Effective Date, and continue in full force and effect without limit in point of time until the earlier of the following events:

- 13.1.1. the Parties agree in writing to terminate this Agreement;
- 13.1.2. such date that the Company is dissolved; or
- 13.1.3. with respect to a Party, at such time when such Party ceases to hold any Share;

The termination of this Agreement shall not in any way prejudice or affect the operation of any of the provisions of this Agreement which contemplate or are capable of operation after termination and accordingly all such provisions shall continue in full force and effect after termination.

- 13.2. Notwithstanding the terms of this Agreement, this Agreement shall automatically terminate on the receipt of final listing and trading approvals from the Stock Exchanges in connection with the IPO.
- 13.3. In the event the Agreement is terminated pursuant to **Clause 13.1**, the following provisions of this Agreement shall remain in full force after termination: **Clauses 1, 13.2, 14 to 19** and this **Clause 13.3**.
- 13.4. In the event the agreement is terminated pursuant to **Clause 13.2**, the following clauses shall survive after termination: **Clauses 1, 13.3, 14, 15, 17, 18, 19** and this **Clause 13.4**.

14. CONFIDENTIALITY

- 14.1. Subject to **Clause 14.2**, each Party shall treat as confidential and not disclose or use:
- 14.1.1. any information which relates to the existence of this Agreement and the provisions of this Agreement and any agreement entered into under or pursuant to this Agreement;
 - 14.1.2. any information which relates to the negotiations relating to this Agreement (and such other agreements); or

- 14.1.3. any confidential or proprietary information which relates to the business, financial or other affairs of any of the other Parties or their Affiliates.
- 14.2. **Clause 14.1** shall not prohibit disclosure or use of any information if and to the extent:
- 14.2.1. the disclosure is required by Applicable Law, or for obtaining any approvals or by any Governmental Authority having jurisdiction over the disclosing Party or the rules and regulations of any recognized stock exchange on which the securities of the disclosing Party or any of its Affiliates are listed, provided that the disclosing Party shall (to the extent permitted by Applicable Law) consult the other Party and to take into account any reasonable requests such other Party may have in relation to such disclosure before making it;
- 14.2.2. the disclosure or use is required for the purpose of any judicial proceedings arising out of this Agreement or any other relevant agreement entered into under or pursuant to this Agreement or the disclosure is reasonably required to be made to a Governmental Authority in connection with the Taxation affairs of the disclosing Party, provided that the disclosing Party shall (to the extent permitted by Applicable Law and practicable) consult the other Party and to take into account any reasonable requests such other Party may have in relation to such disclosure before making it;
- 14.2.3. the disclosure is made to professional advisers of the disclosing Party on terms that such professional advisers accept such information under a duty of confidentiality; or
- 14.2.4. the information becomes publicly available (other than by a breach of **Clause 14.1**).
- 14.3. The Parties shall take all reasonable steps to minimise the risk of disclosure of any confidential information by ensuring that only those of their directors, employees, servants and agents whose duties will require them to possess any of such information shall have access thereto, and that they shall be instructed to treat the same as confidential.
- 14.4. Announcements.
- 14.4.1. No disclosure or announcement relating to the existence, terms or subject matter of this Agreement or any of the transactions contemplated hereunder, shall be made or issued by or on behalf of any Party or any of their Affiliates without the prior approval of the other Party (which approval may be subject to reasonable conditions but shall otherwise not be unreasonably withheld or delayed).
- 14.4.2. Each Party shall take all necessary action and provide all information reasonably required by the other Party to prepare any announcement made under **Clause 14.4.1**.
- 14.5. Notwithstanding anything contained in this Agreement, the Parties hereby consent to the disclosure of the contents of this Agreement and such other details as may be required to be disclosed in relation to the IPO, in the UDRHP, red herring prospectus and prospectus or any other documents as required under Applicable Law. The Parties hereby consent to place a copy of the Agreement as material contracts and documents for inspection from the date of

the red herring prospectus until the date of closing of the IPO in order to comply with the provisions of the Applicable Laws applicable to the IPO.

15. NOTICES

15.1. All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered by hand, by courier or prepaid registered post with recorded delivery, or by facsimile transmission addressed to the intended recipient thereof at its address or at its facsimile number, and marked for the attention of such person (if any), designated by it to the other Party for the purposes of this Agreement or to such other address or facsimile number, and marked for the attention of such person, as a Party may from time to time duly notify the other in writing. The initial address, fax number and person (if any) so designated by the Parties are set out below:

A. In the case of notices to Investor (Piramal Alternatives Private Limited acting as the Investment Manager for the Investor):

Address : 1st Floor Piramal Ananta, Agastya Corporate Park, LBS
Marg 400070
Tel : +91-9987768170
Email : Abhishek.Jain2@piramal.com
Attn. : Abhishek Jain

B. In the case of notices to Company:

Address : 90C,90D Phase-1 IDA Jeedimetla, Hyderabad 500 055,
Telangana
Tel : 040-23097007
Email : cs@azad.in
Attn. : Ful Kumar Gautam

C. In the case of notices to Promoter:

Address: 90C,90D Phase-1 IDA JEEDIMETLA
Tel : 040-23097007
Email : cs@azad.in
Attn. : Mr Rakesh Chopdar

15.2. All notices and communications shall be effective (a) if sent by hand delivery, when delivered; (b) if sent by courier, 1 (one) Business Day after deposit with a courier; (c) if sent by e-mail, at the time of confirmation of transmission recorded on the sender's computer and receipt of a delivery confirmation for the dispatch; and (d) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered or not. Provided however that any notice or communication to Investor shall be effective only on actual receipt by Investor for whose attention the notice or communication has been expressly marked. An original of each notice and communication sent by email shall be dispatched by hand delivery, or courier and,

if such person or courier service is not available, by registered post with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with this **Clause 15**, as the case may be, without regard to the dispatch of such original.

- 15.3. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Parties not less than 10 (ten) Business Days' prior written notice.

16. SUPREMACY OF THIS AGREEMENT

- 16.1. If there is any discrepancy between any provision of this Agreement and any provision of the Constituent Documents, the provisions of this Agreement shall prevail, and the Parties shall ensure that the Constituent Documents are promptly amended, to the extent permitted by Applicable Law, in order to conform with this Agreement.
- 16.2. Subject to **Clause 3.2**, each Party agrees that after 30 (thirty) days from the Effective Date, the Company shall amend and adopt the Constituent Documents and file Form MGT-14 to ensure that the Constituent Documents are consistent with the provisions of this Agreement.

17. GOVERNING LAW

The construction, validity and performance of this Agreement shall be governed by the laws of India and subject to **Clause 18** below, the courts in Mumbai, India shall have exclusive jurisdiction over any dispute between the Parties.

18. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be, subject to **Clause 18** of this Agreement, referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act 1996 ("**Arbitration Act**"), for the time being in force, and as may be amended from time to time. The language of the arbitration shall be English. The arbitral tribunal shall consist of 3 (three) arbitrators, 1 (one) of whom shall be nominated by the Investor, 1 (one) of whom shall be nominated by the Company and the Promoter, and the 3rd (third) arbitrator, who shall be the presiding arbitrator, shall be jointly appointed by the 2 (two) aforesaid arbitrators. The third arbitrator shall be appointed within 7 (seven) days of the last of their appointment, failing which the third arbitrator shall be appointed in accordance with the Arbitration Act. The seat of arbitration shall be Mumbai, India.

19. MISCELLANEOUS

- 19.1. Time. Any time, date or period mentioned in any provision of this Agreement may be extended by mutual agreement between the Parties in accordance with this Agreement or by agreement in writing but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid time shall be of the essence.
- 19.2. Entire Agreement. This Agreement embodies all the terms and conditions agreed upon between the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements and undertakings, if any, between the Parties with respect to the subject matter hereof, whether such be written or oral.

- 19.3. Waiver. No waiver shall be valid unless given in writing by the Party or Parties from whom such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 19.4. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision (which shall apply with such deletions, restrictions or limitations, as the case may be, so as to be adjudged legal, valid and enforceable in such jurisdiction); and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.
- 19.5. Relationship. The Parties are not in partnership with each other and there is no relationship of principal and agent in existence between them.
- 19.6. No Assignment. This Agreement shall not be assigned by any Party without the mutual consent of Investor and Promoter.
- 19.7. Counterparts. This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart (which may include counterparts delivered by facsimile and/or electronic transmission) and each counterpart shall be as valid and effectual as if executed as an original.
- 19.8. Amendment. This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.
- 19.9. Release. Any liability to any Party under this Agreement may in whole or in part be released, compounded or compromised, or time or indulgence given, by it in its absolute discretion as regards the other Party under such liability without in any way prejudicing or affecting its rights against such other Party.
- 19.10. Further Assurance. At any time after the Effective Date, each Party shall, and shall use its best endeavours to procure that any necessary third party shall, execute such documents and do such acts and things as the other Parties may reasonably require for the purpose of giving to such other Parties the full benefit of all the provisions of this Agreement.
- 19.11. It is agreed that no benefits, liabilities or obligations shall accrue or attach to any party under this Agreement prior to the Effective Date.
- 19.12. Costs and Expenses and Taxes.
- 19.12.1. Each Party shall bear its own legal, professional and other costs and expenses incurred by it in connection with the negotiation, preparation or completion of this Agreement.
- 19.12.2. Stamp duty payable on this Agreement shall be borne by the Company.

SCHEDULE 1

RESERVED MATTERS

1. Any change in the authorised share capital or the capital structure of the Company or make any change of Control of the Company;
2. Make or implement or take any action towards reduction, return, purchase, repayment, cancellation or buy back any of any securities of the Company or issuance of any convertible instruments by the Company;
3. Remove any Directors nominated by the Promoter on the Board, or appoint any committee of the Board or delegate any powers of the Board or take any action, which would have the impact of the Directors nominated by the Promoter on the Board ceasing to have management control;
4. Appoint a Person as a director on its Board who appears in the list of wilful defaulters issued by the RBI or CIBIL and in the event that the name of any of the Directors on the Board appears on such list;
5. Offer, issue, sell, make any inter-se transfer of equity shares, equity like capital, share equivalents or other securities or instruments;
6. Issue any debentures or contract, create, incur, assume or suffer any indebtedness including third party indebtedness otherwise than as permitted under this Agreement;
7. Change the rights attached to Shares (directly or indirectly) or issuance of shares with differential rights;
8. Compound or release or cause to be compounded and released any of the receivables or utilize the receivables towards making any payments other than as expressly permitted hereunder or in the case of a trade discounting / bill discounting;
9. Whether by way of payment of dividend, interest or otherwise nor do anything whereby the recovery thereof may be impeded, delayed or prevented and will;
10. Incur any capital expenditure other than as may be agreed in the Business Plan;
11. Take any decisions in relation to any additional funding requirements of the Company except as expressly permitted in this Agreement;
12. Declare or pay any dividends, interest or distributions of any nature to any of the Shareholders or any of its Related Parties;
13. Allow change of the name of the Company;
14. make any political or charitable contributions. It is hereby clarified that the Company shall not require a prior approval of the Investor for its corporate social responsibility obligations other than to the political or charitable contributions as mentioned above;
15. Commit any act or action that shall result in a breach of the Act, or any provisions specified

therein and / or any other Applicable Law;

16. Make any payment towards any loan (secured or otherwise) to or borrowings to or any investment in any of their Affiliates and / or group companies;
17. Execute any agreements or instruments, which have the effect of amending or modifying this Agreement;
18. Make any payments, deposits or advances towards unsecured loans or borrowings except as permitted under this Agreement;
19. Create or record any encumbrance on or with respect to the assets;
20. Roll over, extend, renew any existing or future liability or debt facility or contingent liability or guarantee except in the ordinary course of business;
21. take any decision with respect to the sale, transfer and / or disposition in any manner whatsoever (either by way of assignment or otherwise) of the rights acquired or to be acquired by the Company, or the Promoter in respect of the assets;
22. Enter into:
 - a) any transaction with any Affiliate / Relative of the Promoter; and / or
 - b) any transaction involving the advance of any loans to any Director or his / her Relative / Affiliate;
 - c) any Related Party Transaction including without limitation any payments, repayments or deposits with any party which could be construed as a Related Party of the Company and the Promoter;
23. amend or change the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of the Investor or any amendment or waiver of this Agreement;
24. amend the Constituent Documents of the Company;
25. apply to a court to wind-up the Company or wind up the Company voluntarily, any insolvency event of the Company and/or the Promoter or any other Shareholder or their debt restructuring or the closure under an existing business or initiate any steps in that regard;
26. change the accounting policies or accounting reference date of the Company unless required by Applicable Law;
27. change its financial year or methodology for preparing financial statements unless required by Applicable Law;
28. acquire shares of any Person, including the formation or creation of any subsidiary or permitting any entity to become its subsidiary or own any equity interest in or lend money or credit or make deposits or advances to any Person for purchase or acquisition of equity interests or make capital contribution to or acquire all or substantially all of the assets of any other Person;

29. assign / surrender existing approvals, licences, permits or registrations or jeopardize any license, permits or registrations which would have an adverse effect on the ability of the Company and/or the Promoter to purchase the Shares or make payment of the Investor Exit Consideration or impact the business of the Company and / or the Promoter;
30. transfer any monies from the Company and / or its Affiliates whether by way of return of capital, distribution of profits or otherwise except as expressly provided herein;
31. commence, terminate, settle or take any decisions with respect to legal proceedings including settlement thereof;
32. enter into any joint ventures or strategic alliance or partnership or modify the terms of any joint venture or strategic alliances or partnership;
33. appoint, remove and change the auditors of the Company;
34. undertake any business restructuring, merger, consolidation or re-organisation or entering into a scheme of arrangement or compromise with the creditors or shareholders, or effecting any scheme of amalgamation or reconstruction, divestment, sale, transfer of the Company;
35. effect a change in the legal status of Company i.e., from public to private company;
36. transfer or otherwise encumber in any manner any of the equity shares and other securities held by the Promoter or its Affiliates in the Company except as contemplated in this Agreement;
37. create or allow to be created, directly or indirectly, any mortgage, charge, lien or any other encumbrances assets;
38. acquire, dispose, transfer, license or sub-license any intellectual property rights belonging to the Company or which the Company has a right to use;
39. register, approve or take on record any transfer of shares in the Company, except as provided in this Agreement;
40. permit any change to any class rights associated with the equity and / or preference shares and / or any other instrument issued by the Company;
41. make any amendments or modifications to, or termination of this Agreement which qualifies as a restructuring of and/ or (ii) the material contracts which results in a Material Adverse Effect;
42. approval of the Business Plan or any deviation to the Business Plan;
43. use, maintain, operate, occupy or grant any rights in respect of the use, maintenance, operation or occupancy of any portion of the assets;

- (a) are dangerous, unless safeguarded as required by Applicable Law;
 - (b) violates any Applicable Law in any respect which may constitute a nuisance, or which could be expected to have Material Adverse Effect;
 - (c) contravenes the provisions of any license or approvals;
 - (d) make voidable or cancellable, any insurance contract then in force with respect to any part of the assets;
44. any item that requires approval of the shareholders to be obtained by way of special resolution in terms of the Act.

SCHEDULE 2
REPRESENTATIONS AND WARRANTIES

1. Interpretation

The principles of interpretation provided in **Clause 1.2** of this Agreement shall apply to this Schedule.

2. Corporate Status

2.1. The Company has no investment in, and holds no, shares, partnership interests or equity interests (or warrants, options or other rights to acquire the same) in any other person.

2.2. The Company is not a non-banking financial company or a CIC.

3. Constituent Documents

The Constituent Documents are in full force and effect. All legal and procedural requirements and other formalities concerning the Constituent Documents have been duly complied with in all respects.

4. Corporate Records

4.1. The books of account, minute books, register of members, and all other registers and books of the Company, required to be maintained under any Applicable Law have been properly and accurately maintained in all respects, as required under any of the Applicable Laws, and contain, as applicable, accurate records of all resolutions passed by the Board and the Shareholders and all issuances and transfers of all of the Shares and other securities of the Company.

4.2. All corporate and secretarial filings required to be made by the Company, with any Governmental Authority under Applicable Law have been made within the time prescribed therefor. The Company has complied with the Act and other Applicable Laws in all respects in relation to meetings of its Board and its Shareholders and the conduct of the business thereof.

5. Capitalisation

5.1. All of the equity share capital of the Company, including the equity interest of the Promoter and other Shareholders of the Company in the Company are duly and validly issued and fully paid up.

5.2. There are no outstanding equity shares of the Company having or carrying differential rights, whether as to dividend, voting or otherwise.

5.3. The Company and the Promoter have disclosed to the Investor, all facts relating to the borrowings and other liabilities of the Company.

5.4. The Company does not have any indebtedness other than indebtedness, the details of which are set out in Schedule 5.

5.5. All of the Shares of the Company are in dematerialised form.

6. Options, Warrants and Reserved Shares

There are no outstanding options, plans, warrants, calls, rights (including conversion, pre-emption rights, repurchase rights), agreements, arrangements, requirements or commitments (either oral or written, firm or conditional) or any combination of the foregoing for the subscription or purchase from the Company or the Promoter of any equity securities or other securities of the Company; or any securities convertible into or ultimately exchangeable or exercisable for any equity securities or other securities of the Company.

7. Ownership Interests

7.1. Schedule 6, with respect to the Company, represents each Person which directly or indirectly holds shares, partnership interests or other equity interests, or any warrants, options or other rights to acquire the same in the Company: (i) such Person's name and jurisdiction of incorporation or organization; (ii) such Person's date of incorporation or organization; (iii) such Person's authorized share capital or other equity interests (including such warrants, options and other rights); (iv) the number and type of such Person's issued and outstanding share capital, partnership interests or other equity interests (including such warrants, options and other rights); and (v) the current ownership of such share capital, partnership interests or other equity interests, and such warrants, options and other rights (including percentage of outstanding capital represented thereby on a fully diluted basis).

7.2. The Company is duly incorporated or organized, validly existing and, if applicable in its jurisdiction of incorporation or organization, in good standing under the laws of its jurisdiction of incorporation or organization and the Company and Promoter have full corporate power and authority to own, lease and operate the assets and properties it now owns, leases and operates and to carry on its business as now being conducted. Each of the Company and Promoter are duly qualified and licensed and, if applicable, is in good standing to do business in each jurisdiction in which the nature of the business conducted by it or the property owned, leased or operated by it makes such qualification or licensing necessary.

8. Assets

The Company owns, or otherwise has full, sufficient and legally enforceable rights to use, all of the assets that are used by the Company. The Company has free and clear of any encumbrances, good, valid and marketable title to all the assets that are owned, or in the case of assets that are leased or licensed property, the Company has good and valid leasehold and licence interests therein, except the encumbrances created for securing the existing facilities as on the date of this Agreement. The Company has maintained all tangible assets in good repair, working order and operating condition (subject only to ordinary wear and tear), and all such tangible assets are adequate and suitable, in all respects, for the purposes for which they are presently being used or are proposed to be used (as the case may be).

9. Authorisation and Validity of Transactions

9.1. The Company possesses or will possess valid right, title and interest over all the assets

and properties including the receivables, in each case free and clear of any encumbrance other than those permitted in terms of this Agreement and / or created for securing the existing facilities as on the date of this Agreement.

10. Insurance

The Company has duly insured all their respective properties / assets against all customary risks and all such insurance contracts are in full force and effect, all premiums thereon have been paid and no event of circumstance has occurred nor has there been any omission to disclose any fact which would entitle any insurer to avoid or otherwise reduce its liability towards the Company thereunder. The Company has complied with the terms and conditions of all such insurance policies in all respects.

11. No Contravention

11.1. This Agreement is valid, binding and enforceable and neither the execution, delivery and performance by the Company, the Promoter of this Agreement, nor the compliance with or performance of the terms and provisions of this Agreement:

11.1.1. conflicts with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitutes or results in Material Adverse Effect or the creation or imposition of (or the obligation to create or impose) any encumbrance (upon any of the property or assets of the Company, the Promoter pursuant to the terms of any indenture, deed of trust, credit loan agreement, or any other agreement, contract or instrument to which the Company and/or the Promoter are a party or by which it or any of its property or assets is bound or to which it may be subject;

11.1.2. violates any approvals including any provision thereof obtained by the Company in connection with any of the assets;

11.2. The due process of Applicable Law and all necessary administrative rules/procedures have been followed in relation entry into this Agreement;

11.3. No undue influence, unethical or corrupt practice has been employed or exercised to enable any Governmental Authority to facilitate the grant of any approvals in relation to its assets and / or this Agreement;

11.4. All loans and advances extended by the Company has been made in full compliance of Applicable Law, including without limitation Section 185 of the Act, there are no loans and advances made to the directors of any of the Company.

12. Taxation

12.1. In respect of the Company:

12.1.1. all Tax returns that were required to be filed on or before the date of this Agreement, have been duly and timely filed (including any extension of time properly filed, for following all due processes, and allowed by the relevant

taxing authority) and are correct and complete in all respects;

12.1.2. all Taxes shown as owing on such Tax returns have been paid;

12.1.3. the Company is not, as on the date of this Agreement, the beneficiary of any extension of time within which to file any Tax return;

12.1.4. there has been no claim (other than a claim that has been finally settled) concerning any liability for Taxes asserted, raised or threatened by any Taxing authority and no circumstances exist to form the basis for such a claim or issue which are not accounted for in the relevant books of accounts. No audits or investigations are pending or threatened with respect to any Tax returns or Taxes;

12.1.5. there has been no waiver of any statute of limitations, agreement to any extension of the period for assessment or collection or execution of filing of any power of attorney with respect to Taxes, which waiver, agreement or power of attorney is currently in force or effect in any manner whatsoever; and

12.1.6. applicable stamp duty has been paid or deposited on, or in respect of all material contracts subject to stamp duty in a proper and adequate manner.

13. Amendments to this Agreement; Events of Default; Legal Proceedings

13.1. There is no existing factor or circumstance that has or may have, a Material Adverse Effect.

13.2. There has not occurred any amendment or modification of this Agreement or material contracts to which the Company is party in a manner which is not permitted under this Agreement.

13.3. No legal proceedings have been initiated nor is there any pending legal proceedings against the Company which have not been notified to the Investor.

13.4. No Event of Default has occurred and is continuing under this Agreement.

14. Approvals

14.1. The Company has obtained or will obtain and is validly maintaining or will maintain all approvals required to be obtained by the Company at such date with respect to its assets and the approvals obtained are valid and subsisting and there has been no default in complying with such approvals.

14.2. All approvals under Applicable Laws that are necessary for the due execution and delivery of and performance by the Company and the Promoter of their obligations under this Agreement, the material contracts and for the exercise by them of any of their respective rights hereunder or thereunder have been duly obtained.

14.3. All information set forth in each application and any other written material submitted by the Company and the Promoter to the applicable Governmental Authority is true,

complete, and accurate in all respects.

- 14.4. The Company has obtained all necessary environmental approvals (all of which are valid and subsisting) and is in compliance with each applicable environmental laws including without limitation the Forest (Conservation) Act 1980 and with the terms and conditions of all environmental approvals and there exist no circumstances that may result in any manner or give rise to any modification, suspension or revocation of an environmental approval. Neither the Company has received any notice or other communication from which it appears that the Company is or may be in violation of, or subject to any liability or obligation thereunder, any environmental law or environmental approval, as applicable.

15. Material Contracts and Transactions

- 15.1. The Company is not party to or bound by any contracts which are material to its business or operations, true and complete copies of all of which have been made available to the Investor.
- 15.2. There has not been and there is not alleged to be, any Material Adverse Effect in relation to any material contract to which the Company is party. Each such material contract has been duly authorised, executed and delivered by Company and constitutes a valid and binding obligation of each party thereto, enforceable against each party thereto in accordance with its terms.
- 15.3. No party is in breach of any such material contract or has informed the Company of its intention to terminate any such material contract prior to the expiration of its term which results in a Material Adverse Effect.
- 15.4. There has been no default under any of the Company's financing documents including but not limited to the payment of any principal, interest, premium or other amount due (whether by scheduled maturity, required prepayment, acceleration or demand) thereunder.

16. Related Party Transactions

- 16.1. There are no contracts, understandings, transactions or proposed transactions between the Company on the one hand and any Related Party on the other hand except as disclosed to the Investor in writing as on the date of this Agreement or permitted under the terms of this Agreement for the period thereafter. No Related Party or employee of the Company or any member of his or her immediate family is indebted to the Company, nor is the Company indebted (or committed to make loans or extend or guarantee credit) to any of them except as disclosed to the Investor in writing as on the date of this Agreement or permitted under the terms of this Agreement for the period thereafter. No such Related Parties have any direct or indirect ownership or is interested (either directly or indirectly) in any other manner in any business entity with which the Company has a business relationship or proposed to have a business relationship in the ordinary course of its business. No such Related Party is, directly or indirectly, interested in any material contract except as disclosed to the Investor in writing as on the date of this Agreement or permitted under the terms of this Agreement for the period thereafter.

- 16.2. None of the Promoter nor any Related Party has any direct or indirect ownership in any business entity that competes with the business of the Company, nor do they have any existing right or option that would entitle them to acquire such stake.

17. Compliance with Applicable Law

- 17.1. The Company and the Promoter are each in material compliance with all Applicable Laws.
- 17.2. The Company and the Promoter are in material compliance with all Applicable Laws and are not in conflict with or in alleged violation or breach of or default under (and there exists no event that, with notice or passage of time or both, would constitute a conflict, violation, breach or default with, of or under) (i) any Applicable Law relating to each of them or their respective properties (including intellectual property), assets, operations or business, (ii) any provision of their charter documents, or (iii) any material contract to which the Company is a party or by which they or any of their properties or assets is bound or affected, the Company has not received any notice of any claim alleging any such conflict, violation, breach or default.
- 17.3. Neither the Company nor any of its officers, employees and agents, or any former direct or indirect shareholder or any former affiliate, officer, director, employee or agent of any of the foregoing is or has been in violation of any Applicable Law in relation to the business being undertaken by the Company (including, without limitation, any violation which may result in any liability or criminal or administrative sanction to the Company or otherwise have a Material Adverse Effect on their ability to conduct their respective business as currently conducted and proposed to be conducted).
- 17.4. The operations of the Company has been, are and are proposed to be conducted at all times in compliance with the Applicable Laws concerning or relating to money laundering, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority, including without limitation the Prevention of Money Laundering Act, 2002 and no action, suit or proceeding by or before any Governmental Authority or any arbitrator involving the Company with respect to any such money laundering laws is pending or threatened.

18. Claims and Proceedings

- 18.1. Neither the Company nor its officers, employees, directors or agents, or any former direct or indirect shareholder or any former affiliate, officer, director, employee or agent of any of the foregoing is engaged in or the subject of any suit, claim, action, litigation, arbitration or administrative, judicial, government or criminal proceedings (collectively, "**Litigation**"), whether as plaintiff, defendant or otherwise.
- 18.2. No Litigation is or has been initiated by the Company or against the Company. There are no facts or circumstances likely to give rise to any such Litigation against the Company or against any of their respective current or former direct or indirect shareholders or any current or former affiliate, officer, director, employee or agent of any of the foregoing.
- 18.3. No insolvency event has occurred in respect of the Company and the Promoter, and

no insolvency resolution process has been commenced against any of them under the Insolvency and Bankruptcy Code 2016.

- 18.4. The Company has not taken any corporate action nor have any other steps been taken or any legal proceedings been initiated or threatened against them for initiation of corporate insolvency resolution process against it or for its insolvency, winding-up, dissolution, liquidation, administration or re-organization or for the appointment of an interim resolution professional, resolution professional, receiver, administrator, administrative receiver, liquidator, trustee or similar officer for any or all of its assets or revenues, nor has any order been made in this regard.
- 18.5. The Company is not insolvent and has not admitted any inability to pay its debts as they fall due, nor is reasonably expected to become insolvent or be unable to pay its debts as and when they fall due in a timely manner.

19. Employees; Labour Matters and Benefit Plans

- 19.1. There are not currently and have not been since the incorporation of the Company, any labour disputes subject to any grievance procedure, arbitration or litigation, and there is no representation petition pending, with respect to any employee of the Company which results in a Material Adverse Effect.
- 19.2. There is no litigation pending, in relation to any employment contract, confidentiality agreement or non-compete agreement which would adversely affect the ability of such employee to be employed by the Company which results in a Material Adverse Effect.
- 19.3. Except for any mandatory scheme for bonus, pension, retirement and gratuity benefits payable under Applicable Law, there are no employee benefit plans or bonus, incentive or deferred compensation, severance, termination, retention, change of control, stock option, stock appreciation, stock purchase, phantom stock or other equity-based, performance or other employee or retiree benefit or compensation plans, programs, arrangements, agreements, policies or understandings, that provide or may provide benefits or compensation in respect of any employee or former employee of the Company, or the beneficiaries or dependents of any such employee or former employee or under which any employee is or may become eligible to participate or derive a benefit.
- 19.4. The Company, in relation to each of their employees and to each of their former employees:
 - 19.4.1. is in compliance in all respects with their obligations under law and all other statutes and regulations relevant to their relations with each employee or the conditions of service of the employee and has maintained adequate and suitable records regarding the service of the employee;
 - 19.4.2. has obtained and is in compliance with the terms and conditions of all the necessary consents, registrations, licences, permissions and approvals required by the applicable employment laws, including without limitation, the Factories Act, 1948, the Employees Provident Funds & Miscellaneous Provisions Act, 1952, Contract Labour (Regulation and Abolition) Act, 1970,

Payment of Gratuity Act, 1970 and the Employees State Insurance Act, 1948, and is in compliance with the terms and conditions of all Approvals relating to employees;

19.4.3. has discharged or adequately provided for in all respects its obligations to pay all applicable salaries, wages, commissions, gratuity payments, provident fund payments, bonuses, overtime pay, holiday pay, sick pay, leave encashments and other benefits of or connected with employment;

19.4.4. is in compliance in all respects with all their obligations concerning the health and safety at work of each of the employees and have not incurred any liability to any employee in respect of any accident or injury, which is not fully covered by insurance.

20. Representations and Warranties to the Lenders

The Company represents and warrants to the Investor that the representations and warranties made by the Company to its lenders in their respective financing documents are true, complete, accurate in all respects and not misleading in any manner.

21. No Immunity

21.1. The execution and entering into by the Company and the Promoter of this Agreement and exercise of rights and performance of obligations under this Agreement will constitute, private and commercial acts of each of the Company and the Promoter done and performed for private and commercial purposes.

21.2. None of the Company and the Promoter shall be entitled to and shall claim immunity for itself or any of its properties, assets, revenues or rights to receive income from any contract, suit, or from the jurisdiction of any court, from execution of a judgment suit, execution, attachment or any other legal process in any proceedings in relation to this Agreement.

22. True and Complete Disclosure

22.1. All information relating to facts and current state of affairs of the Company, provided to the Investor during the preparation and negotiation of this Agreement was provided by the Company and/or their representatives and advisors in good faith and is true and accurate in all respects.

22.2. None of this Agreement, the Constituent Documents, or certificates or schedules made and delivered to the Investor contains any information which is untrue, incomplete, inaccurate or misleading in any respect nor does it omit any information the omission of which makes the information contained in it untrue, incomplete, inaccurate or misleading in any respect.

22.3. All projections and budgets furnished or to be furnished to Investor by or on behalf of the Company and the summaries of significant assumptions related thereto (i) have been and will be prepared with due care, (ii) fairly present, and will fairly present, the Company's expectation as to the matters covered thereby as of such date, and (iii) are based on, and will be based on, reasonable assumptions as to all factual and legal

matters material to the estimates therein (including interest rates and costs).

23. Fees and Enforcement

- 23.1. The Company shall pay within their respective due dates all fees or Taxes required to be paid for the legality, validity or enforceability of the Agreement.
- 23.2. The Agreement executed and delivered, as of the date on which this representation is made are in proper legal form when executed and delivered, under (i) Applicable Law and (ii) for enforcement thereof without any further action on the part of Investor.

24. Transactions with Affiliates

- 24.1. All contracts or agreements entered into between the Company and any of its Affiliates are on arm's length terms and there are no outstanding obligations or liabilities.

25. No Other Powers of Attorney

- 25.1. The Company or the Promoter have not executed and delivered any powers of attorney or similar documents, instruments or agreements, except for:
 - 25.1.1. the powers authorising execution of this Agreement;
 - 25.1.2. in a manner otherwise permitted under this Agreement.

26. Advances, Investments and Loans

- 26.1. Other than the investments permitted in accordance with this Agreement, the Company has not acquired an equity interest in, loaned money, extended credit or made deposits with or advances to any Person or purchased or acquired any stock, obligations or securities of, or any other interest in, or made any capital contribution to, or acquired all or substantially all of the assets of, any other Person, or purchased or otherwise acquired (in one or a series or related transactions) any part of the property or assets of any Person.

27. Intellectual Property Rights

- 27.1. The Company holds rights to all the intangible and intellectual property that is presently used by them or is necessary for the conduct of their respective business free and clear of any encumbrances and the use of such intangible and intellectual property does not and will not infringe or violate the rights of any Person.
- 27.2. None of the intangible and intellectual property of the Company is subject to any outstanding order, ruling, decree, judgment or stipulation by or with any court, tribunal, arbitrator, or other Governmental Authority and no claim has been asserted or is likely to be asserted by any Person against the Company with respect to any intangible and intellectual property held or used by the Company.
- 27.3. The Company is not a party to any confidentiality or other agreement or subject to any duty which:

27.3.1. restricts their free use or disclosure, or requires disclosure, of business, technical or other information owned by the Company; or

27.3.2. obliges them to disclose any confidential information to any Person, other than its employees.

28. Accounts

28.1. The most recent audited consolidated and standalone accounts of the Promoter and the Company delivered to the Investor:

28.1.1. have been prepared in accordance with Indian Accounting Standards (**Ind AS**), consistently applied;

28.1.2. give a true and fair view of the assets, liabilities and state of affairs and financial position of the Promoter, the Company (respectively), and of their respective profits or losses, for the period concerned;

28.1.3. have been duly audited by the auditors;

28.1.4. for the period concerned:

(a) make adequate provision for actual liabilities;

(b) disclose all contingent liabilities as at the date of their preparation;

(c) make provision reasonably regarded as adequate for all bad and doubtful debts, investments and advances; and

(d) provide that the value of inventory is true and accurate as per the Ind AS;

28.1.5. The profits and losses as shown by the accounts respectively and by the audited accounts of the Promoter, the Company for previous periods delivered to the Investor have not been affected by changes or inconsistencies in accounting treatment, by any non-recurring items of income or expenditure, by transactions of an abnormal or unusual nature or entered into otherwise than on normal commercial terms.

29. The Company or Promoter are not a person which (a) is named on the list of specially designated nationals and blocked persons maintained by the OFAC, Department of the Treasury, and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation or other Applicable Laws, (b) has been convicted of or charged with a felony relating to money laundering or other similar illegal activity, or (c) is under investigation by any Governmental Authority for money laundering or any other similar illegal activity; or (d) has any office or significant presence in, or (e) generates any substantial revenues from, any country determined by the U.S. Secretary of State or similar official to have provided support for acts of international terrorism, which countries are currently designated pursuant to either (i) Section 6(j) of the Export Administration Act, (ii) Section 40 of the U.S. Arms Export Control Act, or (iii) Section 620A of the U.S. Foreign Assistance Act.

30. The Company or the Promoter has not engaged in any Sanctionable Practices.

**SCHEDULE 3
IRR CALCULATION**

Date of Repayment	Cash Payments
12-Aug-22	-1,60,00,00,000
30-Aug-22	87,67,123
29-Sep-22	1,31,50,685
29-Oct-22	1,35,89,041
29-Nov-22	1,31,50,685
30-Dec-22	1,35,89,041
31-Jan-23	1,35,89,041
28-Feb-23	1,22,73,973
29-Mar-23	1,35,89,041
29-Apr-23	1,31,14,754
30-May-23	1,35,51,913
30-Jun-23	1,31,14,754
31-Jul-23	1,35,51,913
30-Aug-23	1,35,51,913
29-Sep-23	1,31,14,754
31-Oct-23	1,35,51,913
30-Nov-23	1,31,14,754

Any cash distribution by the Company to the Investor after 30 November 2023, whether by way of dividend or otherwise shall be included in the IRR computation for the purposes of determining the Investor Exit Consideration.

**SCHEDULE 4
FORMAT OF MIS REPORT**

1. Monthly

INR Cr	Month
<u>Opening Cash</u>	
<u>Inflows</u>	
Cloud Business	
Colocation business	
Total inflows	
<u>Outflows</u>	
Raw material purchases	
Consumables	
Power and fuel	
Labour - wages	
Salaries	
Other operating expenses	
Operational outflow	
Outflow for CAPEX	
Capital Outflow	
Interest on PCF debt	
Interest on WC debt	
Other interest	
PCF debt repayment	
Other debt repayment	
Any other incremental Borrowing	
Financial outflow	
Total outflows	
Closing Cash	

Type of Machine	Vendor	Purchase Price	Advance given	Balance due date
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Revenue Cuts

Aerospace	Amount
Client 1	
Client 2	
Client 3	
Client 4	
Client 5	
Others	

Energy	Amount
Client 1	
Client 2	
Client 3	
Client 4	
Client 5	
Others	

Total Machining Hours	Details
Aerospace	
Energy	

Count of 5 Axis Machines	Count
Opening Machines	
Machines Added	
Machines shut/sold	
Closing Machines	

Fund/ Non Fund	Facility type	Lender	Sanction amount	Total o/s Month
Fund based	Working Capital	Lender 1		
	Working Capital	Lender 2		
	Term Loan	Lender 1		
	Term Loan	Lender 2		
Non Fund based	LC	Lender 1		
Non Fund based	BG	Lender 1		

2. Quarterly

Profit and Loss	Quarter
Revenue	
Manufacturing Costs	
Gross Margins	
<i>Gross Margin</i>	
Employee Costs	
Other Expenses	
EBITDA	
<i>EBITDA margin</i>	
Depreciation	
Other Income	
Transaction Expenses	
EBIT	
<i>EBIT margin</i>	
Finance costs	
PBT	
Tax Cost	
PAT	
<i>PAT margin</i>	

Revenue
Break up
Energy
Clients
Aerospace
Clients
Other
Clients
Sale of
Scrap
MEIS
Income

Balance Sheet	Quarter
Share capital	
Reserves and surplus	
Net worth	
Term loans incl. current mat.	
Other non current liabilities	
Non current liabilities	
Short term borrowings	
Trade payables	
Other current liabilities	
Current liabilities	
Equity and liabilities	
Net block	
Investments	
Loans and Advances	
Other non current assets	
Non current assets	
Inventories	
Trade receivables	
Other current assets	
Loans and Advances	
Cash & cash equivalents	
Current assets	
Total assets	

Cash flows	
PBT	
Non cash / non operational	
Working capital changes	
Change in inventories	
Change in receivables	
Change in payables	
Other WC changes	
WC changes	
Taxes Paid	
CFO	
Finance costs	
Adj. CFO	
Fixed asset addition	
Changes in other non-current assets	
Changes in capital creditors/Advances	
CFI	
Equity infusion	
Other Borrowings availed/(repaid)	
PCF Debt	
PCF Interest	
Interest expense	
CFF	
Net change in cash	
Cash BoY	
Cash EoY	

3. Annual

Sno	Remarks
1	Audited financials
2	Business plan for the next year
3	Annual networth statement of promoters

SCHEDULE 5
DETAILS OF INDEBTEDNESS

As set out in UDRHP that will be filed by the Company

SCHEDULE 6
OWNERSHIP INTEREST

As set out in UDRHP that will be filed by the Company

**SCHEDULE 7
FORMAT OF CONFIRMATION LETTER**

Date: [•]

To

**PIRAMAL STRUCTURED CREDIT OPPORTUNITIES FUND (MANAGED AND REPRESENTED BY
PIRAMAL ALTERNATIVES PRIVATE LIMITED)**

4th Floor, Piramal Tower,
Peninsula Corporate Park, G. K Marg,
Lower Parel, Mumbai - 400 013

Attn: [•]

Email: [•]

Sub: Confirmation Letter

We write in relation to the shareholders' agreement dated [•] executed between Piramal Structured Credit Opportunities Fund (managed and represented by Piramal Alternatives Private Limited), Mr Rakesh Chopdar and Azad Engineering Limited ("SHA").

We hereby confirm that the Debentures have been converted into Investor Shares as on the date of this letter and the SHA will be effective upon expiry of 30 (thirty) days from the date on which the Investor Shares are credited to the demat account of the Investor.

Capitalised terms used herein but not defined shall have the same meaning as ascribed to them in the SHA.

For and on behalf of
AZAD ENGINEERING LIMITED

.....

[•]

Designation: [•]

For and on behalf of
MR RAKESH CHOPDAR

.....

Designation: [•]

SIGNATURE PAGE

AS WITNESS WHEREOF this Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

SIGNED AND DELIVERED BY



Ronak Jajoo
as authorised representative on behalf of
Azad Engineering Limited



)
Authorised Signatory

SIGNATURE PAGE

AS WITNESS WHEREOF this Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

SIGNED AND DELIVERED BY

)



Rakesh Chopdar

)



Promoter

SIGNATURE PAGE

AS WITNESS WHEREOF this Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

SIGNED AND DELIVERED BY)



Piramal Structured Credit Opportunities Fund
Investment Manager: Piramal Alternatives Private Limited



Mr. Abhishek Jain

as authorised representative on behalf of)

For **Piramal Structured Credit Opportunities
Fund (Managed And Represented By Piramal
Alternatives Private Limited)**

Authorised Signatory