



कुलीपुजा कुमलनाडु TAMILNADU  
UPDATER SERVICES  
PRIVATE LIMITED.  
2015  
13.1.2017

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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE INVESTMENT AGREEMENT DATED 19 JANUARY 2017 BETWEEN INDIA BUSINESS EXCELLENCE FUND - II (ACTING THROUGH ITS INVESTMENT MANAGER, MOPE INVESTMENT ADVISORS PRIVATE LIMITED), INDIA BUSINESS EXCELLENCE FUND - IIA, MR. RAGHUNANDANA TANGIRALA, MRS. SHANTHI TANGIRALA, TANGI FACILITY SOLUTIONS PRIVATE LIMITED AND UPDATER SERVICES PRIVATE LIMITED

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**INVESTMENT AGREEMENT**  
**BETWEEN**  
**INDIA BUSINESS EXCELLENCE FUND – II**  
**AND**  
**INDIA BUSINESS EXCELLENCE FUND – IIA**  
**AND**  
**MR. RAGHUNANDANA TANGIRALA**  
**AND**  
**MRS. SHANTHI TANGIRALA**  
**AND**  
**TANGI FACILITY SOLUTIONS PRIVATE LIMITED**  
**AND**  
**UPDATER SERVICES PRIVATE LIMITED**

Dated: 19 January 2017



*TS LR*

Shardul Amarchand Mangaldas & Co.  
Advocates & Solicitors

Amarchand Towers, 216, Okhla Industrial Estate, Phase – III, New Delhi – 110020

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## INVESTMENT AGREEMENT

This **INVESTMENT AGREEMENT** is entered into at Chennai, India on this 19<sup>th</sup> day of January 2017 between:

**INDIA BUSINESS EXCELLENCE FUND – II**, a unit scheme of Business Excellence Trust II, a trust created under the Indian Trust Act, 1882, whose trustee is Vistra ITCL (India) Limited (formerly known as **IL&FS TRUST COMPANY LIMITED**), a public company incorporated under the provisions of the 1956 Act and having its registered office at the IL&FS Financial Centre, C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, India, acting through its investment manager, **MOPE INVESTMENT ADVISORS PRIVATE LIMITED**, a company registered in India under the 1956 Act having its registered office at Motilal Oswal Tower, Junction of Gokhale & Sayani Road, Prabhadevi, Mumbai – 400 025 (hereinafter referred to as “**Investor I**”, which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include its successors, successors-in-interest, liquidators, administrators and assigns);

**INDIA BUSINESS EXCELLENCE FUND – IIA**, a public limited company incorporated under the laws of Mauritius and having its office at Suite 304, Third Floor, NG Tower, Cyber City, Ebene, Mauritius (hereinafter referred to as “**Investor II**”, which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include its successors, successors-in-interest, liquidators, administrators and assigns);

**MR. RAGHUNANDANA TANGIRALA** aged 56 years, s/o Mr. T.V. Subbiah Sarma, citizen of India having PAN AAPDPT0426C and permanent residence at No.7 D'Silva Road, Mylapore, Chennai- 600 004 (hereinafter referred to as “**Promoter I**”, which expression shall unless it is repugnant to the context or meaning thereof be deemed to include his legal heirs, administrators, executors, successors and permitted assigns);

**MRS. SHANTHI TANGIRALA** aged 48 years, d/o Mr. Karunakaran Chathukutty Nair, citizen of India having PAN AAVPS5245C and permanent residence at No.7 D'Silva Road, Mylapore, Chennai- 600 004 (hereinafter referred to as “**Promoter II**”, which expression shall unless it is repugnant to the context or meaning thereof be deemed to include her legal heirs, administrators, executors, successors and permitted assigns);

**TANGI FACILITY SOLUTIONS PRIVATE LIMITED**, a private limited company with CIN – U74900TN2014PTC097603, established under the laws of India, having its registered office at Old No.42, New No. 2, Luz Avenue Mylapore, Chennai – 600 004 (hereinafter referred to as “**Promoter III**”, which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include its successors, liquidators and permitted assigns); and

**UPDATER SERVICES PRIVATE LIMITED**, a private limited company with CIN – U74140TN2003PTC051955, established under the laws of India, having its registered office at No.2/302-A, UDS Salai, Off Old Mahabalipuram Road, Thoraipakkam, Chennai – 600 097 (hereinafter referred to as “**Company**”, which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include its successors, successors-in-interest, liquidators, administrators and permitted assigns).

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*(Investor I and Investor II may hereinafter be individually referred to as “Investor” and collectively as “Investors”)*

*(Promoter I, Promoter II and Promoter III may hereinafter be individually referred to as “Promoter” and collectively as “Promoters”)*

*(Each Investor, Promoter and the Company may hereinafter be individually referred to as “Party” and collectively as “Parties”)*

**WHEREAS:**

- A. The Company is engaged in the Business (defined below). A brief description of the Company is provided in **Schedule 1**.
- B. The Promoters together own and hold, legally and beneficially, the entire Share Capital (defined below) of the Company.
- C. The Promoters and Company have requested Investor I and Investor II to subscribe / acquire the Investor I Shares (defined below) and Investor II Shares (defined below) respectively, and the Investors have, based on the Promoter & Company Warranties, agreed to subscribe to / acquire the relevant Investor Shares in the Company for the Investment Amount (defined below) in accordance with the terms and subject to the conditions stipulated in this Agreement (defined below).
- D. The Parties are entering into this Agreement to record: (i) the terms and conditions on which each Investor has agreed to subscribe to / acquire the relevant Investor Shares, and the Company has agreed to issue and allot, and the Promoters have agreed to transfer, as the case may be, the Investor Shares, and other terms and conditions relating thereto; and (ii) the rights and obligations of the Shareholders (defined below) in regard to the management and control of the affairs of the Company and their *inter se* rights and obligations, and to amend and re-state the Constitutional Documents (defined below) to reflect the aforesaid understanding.

**NOW THEREFORE**, in consideration of the representations, warranties, covenants and agreements set forth herein, the Parties hereto agree as follows:

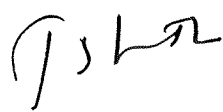
**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions.**

In this Agreement, unless repugnant to the meaning or context thereof, the following expressions have the meanings assigned to them hereunder:

- 1.1.1 “**1956 Act**” means the Companies Act, 1956 and the rules and regulations made thereunder, and includes any alterations, modifications and amendments made thereto;
- 1.1.2 “**2013 Act**” means the Companies Act, 2013 and the rules and regulations made thereunder, and includes any alterations, modifications and amendments made thereto and, or, any re-enactment thereof;
- 1.1.3 “**Acceptance Notice**” has the meaning assigned to such term in Clause 16.3.1(i);





- 1.1.4 “**Accounting Standards**” means the applicable accounting standards in force in India from time to time, consistently applied during the relevant period, including the generally accepted accounting principles and standards, Indian Accounting Standard (Ind AS), and all pronouncements including the guidance notes and other authoritative statements of the Institute of Chartered Accountants of India;
- 1.1.5 “**Acquisition Transaction**” means (i) any merger, liquidation, recapitalisation, consolidation or other business combination or similar transactions involving the Company or its Assets; (ii) acquisition of any of the Assets of the Company or its business by any Person; (iii) subscription or acquisition (from any Shareholder or Person) of any Securities of the Company by any Person, including a Shareholder of the Company; (iv) undertaking any of the actions mentioned in sub-clauses (i) to (iii) in regard to any of the Subsidiaries of the Company; or (v) any transaction requiring the Company and, or, any of the Promoters to abandon (either partly or fully), terminate and, or, fail to consummate any of the transactions contemplated in this Agreement or any transaction adversely impacting the transactions contemplated in this Agreement; in each case, irrespective of whether the same is encapsulated in a formal agreement, arrangement or understanding;
- 1.1.6 “**Additional Funding Requirement**” means: (i) additional funding requirements as per the Business Plan; and, or, (ii) the Board determining that such additional funding is required from time to time in terms of this Agreement, in compliance with Clause 10;
- 1.1.7 “**Additional Securities**” has the meaning assigned to such term in Clause 7.2.1;
- 1.1.8 “**Affiliates**”, with respect to a Person, means (i) in the case of a Person other than a natural person, any other Person that either directly or indirectly through one or more Persons, Controls, is controlled by or is under common Control with such Person and any investment funds managed or advised by such specified Person, and (ii) in relation to a natural person, any Relative of such a natural person and any other Person, either directly or indirectly, controlled by such a natural person. In case of the Investors, the term ‘Affiliate’ shall be deemed to include any pooled investment fund(s) and, or, juristic entity managed by the same manager, managing member, limited partner / investor of pooled investment fund(s) of Investor I and, or, Investor II, general partner or management company or by an entity Controlling, Controlled by, or under common Control with such manager, managing member, general partner or management company, or any other pooled investment fund(s);
- 1.1.9 “**Affirmative Vote Matters**” has the meaning assigned to it in Clause 10.1 read with **Schedule 12**;
- 1.1.10 “**Agreed Form**” means, in relation to any document, the form of that document which has been approved each of the Investors and Promoter I and initialled by them for the purpose of identification as being the form in which the document in question shall be executed in accordance with the provisions of this Agreement;
- 1.1.11 “**Agreement**” means this Investment Agreement;
- 1.1.12 “**Alternate Director**” has the meaning assigned to such term in Clause 8.5.1;

- 1.1.13 “**Applicable Laws**” means relevant and applicable central, state and local laws of India, including all statutes, enactments, acts of legislature, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, administration, directions, directives, decisions, orders, executive orders, decrees, judicial decisions, orders of any Governmental Authority or other similar directives made pursuant to such laws, whether in effect on the date of this Agreement or at any time thereafter;
- 1.1.14 “**Approvals**” means approvals, permissions, consents, validations, confirmations, waivers, permits, notices, filings, grants, concessions, certificates, registrations, exemption orders, licenses and, or, other authorisations required to be obtained from any Person, including Governmental Authorities, under Applicable Laws, contracts or equity;
- 1.1.15 “**Articles**” or “**Articles of Association**” means the articles of association of the Company, as amended from time to time; It is clarified that on and from the Tranche A Closing Date, the “Articles” or “Articles of Association” means the Restated Articles;
- 1.1.16 “**Assets**”, in regard to the Company, means all properties and assets of such the Company, including movable, immovable, tangible or intangible assets belonging to the Company or used or held for use in connection with, necessary for the conduct of, or otherwise material to the business and, or, operations of the Company, including the Intellectual Property Rights;
- 1.1.17 “**Assignee**” has the meaning assigned to such term in Clause 20.9.2;
- 1.1.18 “**Associate**”, in regard to a Person, means another Person in which such a Person and, or, its Affiliates have Significant Influence and includes partnerships and private trusts where such Person and its Affiliates is a partner, beneficiary and, or, trustee;
- 1.1.19 “**Board**” means the board of directors of the Company as constituted from time to time in accordance with the provisions of the Constitutional Documents and Applicable Laws;
- 1.1.20 “**Board Meeting**” means a meeting of the Board duly convened in accordance with the Companies Act, the Constitutional Documents and this Agreement;
- 1.1.21 “**Bonus Issue**” has the meaning assigned to such term in paragraph (v) of **Schedule 6**;
- 1.1.22 “**Big Four Firm**” shall mean KPMG, PricewaterhouseCoopers, Ernst & Young or Deloitte Touche Tohmatsu or such firm of Chartered Accountants associated with any of them and their respective successors;
- 1.1.23 “**Business**” means the business of providing facilities management, production support services, staffing services, staffing solutions and other business support services, as carried on by the Company on the Execution Date and as supplemented / expanded from time to time;
- 1.1.24 “**Business Day**” means any day other than Saturday, Sunday or any day on which banks in Chennai (India) or Mumbai (India) or Ebene (Mauritius) are closed for regular banking business;

- 1.1.25 “**Business Plan**” means, in relation to any Financial Year, the annual business plan of the Company as approved by the Board, including the budget for the relevant Financial Year in relation to the sales budget, revenue and operating expenditure, cash flow, capital expenditure and key financial ratios;
- 1.1.26 “**Chairman**” has the meaning assigned to such term in Clause 8.6;
- 1.1.27 “**Chartered Accountants**” means chartered accountant(s) as defined in clause (b) of sub-section (1) of Section 2 of the Chartered Accountants Act, 1949 and who have obtained certificates of practice under sub-section (1) of Section 6 of the Chartered Accountants Act, 1949;
- 1.1.28 “**Claim Notice**” has the meaning assigned to such term in Clause 16.2;
- 1.1.29 “**Claims**” means all direct or indirect losses, damages, costs, expenses, liabilities of whatever nature or kind including all legal and professional fees and costs except for any lost profits;
- 1.1.30 “**Closing**” means either the Tranche A Closing or the Tranche B Closing, as the case may be;
- 1.1.31 “**Closing Date**” means either the Tranche A Closing Date or the Tranche B Closing Date, as the case may be;
- 1.1.32 “**Committees**” has the meaning assigned to such terms in Clause 8.9;
- 1.1.33 “**Companies Act**” means, as applicable, the 1956 Act and, or, the 2013 Act;
- 1.1.34 “**Company**” has the meaning assigned to such term in the description of parties;
- 1.1.35 “**Company Bank Account**” means the following bank account of the Company:

Bank Name	HDCF Bank
Bank Address	759, ITC Centre, Anna Salai, Chennai 600 002
Beneficiary Name	Updater Services Private Limited
Account Number	00040330019889
SWIFT Code	HDFCINBBCHE
IFSC Code	HDFC0000004

- 1.1.36 “**Company Representative**” has the meaning assigned to such term in Clause 14.2.2(i);
- 1.1.37 “**Conflicting Business**” has the meaning assigned to such term in Clause 14.1.1(i);
- 1.1.38 “**Constitutional Documents**” means the Memorandum of Association of the Company and Articles from time to time;
- 1.1.39 “**Control**”, in relation to any Person, means (i) the beneficial ownership, directly or indirectly, of more than 50% (fifty per cent.) of the voting rights or paid-up share capital of such a Person, (ii) the right to nominate a majority of the directors or members on the board of directors or other such governing body of that Person, and, or, (iii) the possession of power to cause direction of the management or policies of such a Person;

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Correlative terms such as “controlling” and “controlled” shall be construed in accordance with this definition;

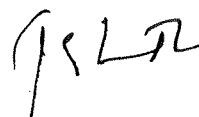
- 1.1.40 “**Controlling Party**” has the meaning assigned to such term in Clause 16.4.3;
- 1.1.41 “**CP Fulfilment Notice**” has the meaning assigned to such term in Clause 4.3.1;
- 1.1.42 “**De Minimis Threshold**” has the meaning assigned to such term in Clause 16.6.1;
- 1.1.43 “**Debt**” means and includes any form of Indebtedness;
- 1.1.44 “**Deed of Adherence**” means a deed in the form set out in **Schedule 13**;
- 1.1.45 “**Diligence Exercise**” means: (i) financial, accounting and tax due diligence exercise undertaken by M/s PricewaterhouseCoopers Pvt Ltd; (ii) legal due diligence exercise undertaken by M/s Shardul Amarchand Mangaldas & Co., Advocates & Solicitors; (iii) environmental and social due diligence undertaken by M/s AECOM India Private Limited; and (iv) follow-up confirmations and checks, if any, that may be undertaken by the Investors and their consultants; in each case, in regard to the Company;
- 1.1.46 “**Dilution Instruments**”, in regard to a company, means and includes preference shares, debentures, bonds, warrants, options or other securities or instruments which are convertible into or exercisable or exchangeable for or which carry a right to subscribe to or purchase equity shares or equity capital of such a company or any instrument or certificate or right representing a legal or beneficial ownership interest in equity shares or equity capital of such a company;
- 1.1.47 “**Dilutive Issuance**” has the meaning assigned to such term in Clause 7.3.2;
- 1.1.48 “**Dilution Price**” has the meaning assigned to such term in Clause 7.3.2;
- 1.1.49 “**Director**” means a director on the Board, as constituted from time to time;
- 1.1.50 “**Disclosure Letter**” means a disclosure letter, in Agreed Form, that is to be furnished in regard to the Promoter & Company Warranties by the Company and the Promoters to the Investors on the Execution Date, as supplemented or amended on account of circumstances arising after the Execution Date, and as a Promoter & Company Condition Precedent in terms of paragraphs (iv) of **Schedule 3A, Schedule 3B and Schedule 3C**;
- 1.1.51 “**Dispute**” has the meaning assigned to such term in Clause 19.2.1;
- 1.1.52 “**Dividend Policy**” means a policy formulated determining the distribution of dividends of the Company to the Shareholders in accordance with Applicable Law which is acceptable to the Investors;
- 1.1.53 “**Encumbrances**” means all kinds of charges and encumbrances, including mortgage, pledge, lien, hypothecation, title defect, attachment in the decree of any court, court injunction, assignment by way of security, restriction or limitation of any nature whatsoever, including restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, or any other agreement or arrangement which has the effect of conferring security of any kind whatsoever; For the avoidance of doubt, it is

hereby clarified that, insofar as any shares or securities are concerned, the term “encumbrances” includes any voting agreement, interest, option, right of pre-emption or transfer restriction in favour of any Person;

- 1.1.54 “**Equity Shares**”, means the equity shares of the Company having a face value of INR 10 (Indian Rupees ten) each per share;
- 1.1.55 “**ESOP**” means the Employee Stock Option Plan;
- 1.1.56 “**ESOP Trust**” means the trust to which stock options may be allotted pursuant to the ESOP formulated by the Company;
- 1.1.57 “**Execution Date**” means the date of execution of this Agreement;
- 1.1.58 “**Exit Trade Sale**” means any transaction apart from an IPO that provides each of the Investors a complete exit from the Company and includes the following: (i) a strategic sale to any Person (including a Person engaged in a Conflicting Business) through either a sale of more than 51% (fifty one per cent.) of the Share Capital of the Company or less than 51% (fifty one per cent.) of the Share Capital of the Company that results in a change in Control; or (ii) a secondary sale of the Investor Shares to any Person;
- 1.1.59 “**Exit Trigger Event**” has the meaning assigned to such term in Clause 12.3.1;
- 1.1.60 “**Event of Default**” has the meaning assigned to such term in Clause 18.1;
- 1.1.61 “**FCPA**” has the meaning assigned to such term in Clause 14.2.1(iii);
- 1.1.62 “**Financial Statements**”, in regard to the Company, means the audited financial statements comprising an audited balance sheet as of the end of the relevant Financial Year and the related audited statement of income and statement of cash flows for such a Financial Year, together with the auditor’s report thereon and notes thereto prepared in accordance with Applicable Laws and Accounting Standards;
- 1.1.63 “**Financial Year**” means the period commencing from the 1<sup>st</sup> day of April of every calendar year and ending on the 31<sup>st</sup> day of March of the next calendar year;
- 1.1.64 “**FMV**” means the fair market value of the Securities held by the Investors computed in accordance with Applicable Laws by a Big Four Firm to be appointed by the Company with the consent of the Investor;
- 1.1.65 “**Fully Diluted Basis**”, in regard to the Company, means that the calculation is to be made assuming that all outstanding Dilution Instruments (whether or not by their terms currently convertible, exercisable or exchangeable), options, warrants, outstanding commitments to issue Equity Shares or Dilution Instruments at a future date, whether or not due to the occurrence of an event or otherwise, have been so converted, exercised or exchanged in accordance with their respective terms;
- 1.1.66 “**Government Official**” has the meaning assigned to such term in Clause 14.2.1(iv);
- 1.1.67 “**Governmental Authority**” means any competent governmental, regulatory, statutory or administrative authority, agency, department, commission or instrumentality (whether local, municipal, national or otherwise), court, board or tribunal of competent

jurisdiction or other law, rule or regulation making entity having jurisdiction on any of the Parties or the transactions contemplated by this Agreement;

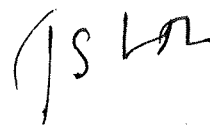
- 1.1.68 “**Indebtedness**” as applied to any Person, means any indebtedness of any kind (other than current trade accounts incurred or payable in the Ordinary Course), whether secured or unsecured, including any liability or financial obligation pertaining to borrowed money, any liability or financial obligation evidenced by a note, bond, debenture, letter of credit, draft or similar instrument, any obligation owed for all or any part of the deferred purchase price of property or services, any guarantee, warranty or indemnity extended by such Person to any other Person;
- 1.1.69 “**Indemnified Parties**” has the meaning assigned to such term in Clause 16.1.1;
- 1.1.70 “**Indemnifying Party**” has the meaning assigned to such term in Clause 16.1.1;
- 1.1.71 “**Independent Director**” has the meaning assigned to such term in the 2013 Act;
- 1.1.72 “**Indian Rupees**” or “**INR**” means Indian Rupees, the lawful currency of the Republic of India;
- 1.1.73 “**Indication of Interest**” has the meaning assigned to such term in Clause 11.3.3(i);
- 1.1.74 “**Indication of Non Acceptance**” has the meaning assigned to such term in Clause 11.3.3(ii);
- 1.1.75 “**Integrity Requirements**” means the integrity-related obligations including but not limited to obligations related to anti money laundering/countering of financing of terrorism, “know-your-customer” and fraud, corruption and Sanctionable Practices of the Company under (i) Applicable Laws and relevant codes of conduct and similar requirements, rules and codes conduct issued by industry self-regulatory organizations and similar trade associations, (ii) Clause 14.2, and (iii) **Schedule 10**;
- 1.1.76 “**Intellectual Property Rights**” means all intellectual property rights, including inventions, invention registrations, patents and patent applications, trademarks, service marks, trade dress, logos, domain names, trade names and corporate names, copyrights, computer software, trade secrets and business information (including pricing and cost information, business and marketing plans, customer lists and supplier lists) and know-how (including manufacturing and production processes and techniques and research and development information), industrial designs, engineering drawings, design drawings, manufacturing drawings, castings and moulding, technical documents, test data, databases and data collections, whether registered or registerable in any territory or jurisdiction;
- 1.1.77 “**Interested Entities**” has the meaning assigned to such term in Clause 14.1.2;
- 1.1.78 “**Investment Amount**” means the Investor I Tranche A Subscription Consideration, Investor I Tranche B Consideration, Investor II Tranche A Subscription Consideration and Investor II Tranche B Consideration collectively to the extent actually invested by the Investors;
- 1.1.79 “**Investor Demat Accounts**” means the depository accounts of the Investors, details of which shall be intimated by the Investors to the Company in writing;



- 1.1.80 “**Investor Directors**” has the meaning assigned to such term in Clause 8.2.1;
- 1.1.81 “**Investor Excess**” has the meaning assigned to such term in Clause 12.4.1;
- 1.1.82 “**Investor Shares**” means the Investor I Shares and Investor II Shares together;
- 1.1.83 “**Investor**” or “**Investors**” has the meaning assigned to such terms in the paragraph following the description of the Parties;
- 1.1.84 “**Investor I**” has the meaning assigned to such term in the description of parties;
- 1.1.85 “**Investor I Shares**” means the Investor I Tranche A Shares and Investor I Tranche B Shares together;
- 1.1.86 “**Investor II Shares**” means the Investor II Tranche A Shares and Investor II Tranche B Shares together;
- 1.1.87 “**Investor I Tranche A Shares**” means 2,62,651 (two lakhs sixty two thousand six hundred and fifty one) Equity Shares to be issued to Investor I on the Tranche A Closing Date in terms of this Agreement; The Investor I Tranche A Shares shall immediately upon their issuance on the Tranche A Closing Date represent 2.99% (two point nine nine per cent.) of the Share Capital on Fully Diluted Basis;
- 1.1.88 “**Investor I Tranche A Subscription Consideration**” means INR 16,00,00,000 (Indian Rupees sixteen crores) to be paid by Investor I as consideration for the issue and allotment of Investor I Shares by the Company on the Tranche A Closing Date;
- 1.1.89 “**Investor I Tranche B Consideration**” means the Investor I Tranche B Sale Consideration or the Investor I Tranche B Subscription Consideration, as the case may be;
- 1.1.90 “**Investor I Tranche B Sale Consideration**” means INR 16,00,00,000 (Indian Rupees sixteen crores) to be paid by Investor I as consideration for the purchase of the Investor I Tranche B Sale Shares from Promoter II and, or, Promoter III in equal proportion on the Tranche B Closing Date;
- 1.1.91 “**Investor I Tranche B Sale Shares**” means, in terms of Clause 3.1.2 (ii) of this Agreement and in the event of the Secondary Transaction, 14,44,580 (fourteen lakhs forty four thousand five hundred and eighty) Equity Shares purchased by Investor I from Promoter II and Promoter III in equal proportion, representing in aggregate 2.99% (two point nine nine per cent.) of the Share Capital on Fully Diluted Basis, on the Tranche B Closing Date;
- 1.1.92 “**Investor I Tranche B Shares**” means, the Investor I Tranche B Sale Shares, or the Investor I Tranche B Subscription Shares, as the case may be;
- 1.1.93 “**Investor I Tranche B Subscription Consideration**” means INR 16,00,00,000 (Indian Rupees sixteen crores) to be paid by Investor I as consideration for the subscription to the Investor I Tranche B Subscription Shares on the Tranche B Closing Date;



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- 1.1.94 “**Investor I Tranche B Subscription Shares**” means, in terms of Clause 3.1.2(i) of this Agreement and in the event of the Primary Transaction, 14,44,580 (fourteen lakhs forty four thousand five hundred and eighty) Equity Shares to be issued by the Company to the Investor I representing 2.74% (two point seven four per cent.) of the Share Capital on Fully Diluted Basis, on the Tranche B Closing Date;
- 1.1.95 “**Investor II**” has the meaning assigned to such term in the description of parties;
- 1.1.96 “**Investor II Tranche A Shares**” means 5,58,133 (five lakhs fifty eight thousand one hundred and thirty three) Equity Shares to be issued to Investor II in terms of this Agreement; The Investor II Shares shall immediately upon their issuance on the Tranche A Closing Date represent 6.36% (six point three six per cent.) of the Share Capital on Fully Diluted Basis;
- 1.1.97 “**Investor II Tranche A Subscription Consideration**” means INR 34,00,00,000 (Indian Rupees thirty four crores) to be paid by Investor II as consideration for the issue and allotment of Investor II Shares by the Company on the Tranche A Closing Date;
- 1.1.98 “**Investor II Tranche B Consideration**” means the Investor II Tranche B Sale Consideration or the Investor II Tranche B Subscription Consideration, as the case may be;
- 1.1.99 “**Investor II Tranche B Sale Consideration**” means INR 34,00,00,000 (Indian Rupees thirty four crores) to be paid by Investor II as consideration for the purchase of the Investor II Tranche B Sale Shares from Promoter II and, or, Promoter III in equal proportion on the Tranche B Closing Date;
- 1.1.100 “**Investor II Tranche B Sale Shares**” means, in terms of Clause 3.1.2(ii) of this Agreement and in the event of the Secondary Transaction, 30,69,734 (thirty lakhs sixty nine thousand seven hundred and thirty four) Equity Shares purchased by Investor II from Promoter II and Promoter III in equal proportion, representing in aggregate 6.36% (six point three six per cent.) of the Share Capital on Fully Diluted Basis, on the Tranche B Closing Date;
- 1.1.101 “**Investor II Tranche B Shares**” means the Investor II Tranche B Sale Shares or the Investor II Tranche B Subscription Shares, as the case may be;
- 1.1.102 “**Investor II Tranche B Subscription Consideration**” means INR 34,00,00,000 (Indian Rupees thirty four crores) to be paid by Investor II as consideration for the subscription to the Investor II Tranche B Subscription Shares on the Tranche B Closing Date;
- 1.1.103 “**Investor II Tranche B Subscription Shares**” means, in terms of Clause 3.1.2(ii) of this Agreement and in the event of the Primary Transaction, 30,69,734 (thirty lakhs sixty nine thousand seven hundred and thirty four) Equity Shares to be issued by the Company to the Investor II representing 5.81% (five point eight one per cent.) of the Share Capital on Fully Diluted Basis, on the Tranche B Closing Date;
- 1.1.104 “**Investors**” has the meaning assigned to such term in the paragraph following the description of parties;
- 1.1.105 “**IPO**” has the meaning assigned to such term in Clause 12.1.1;

- 1.1.106 “**IRR**” or “**Internal Rate of Return**”, in regard to each Investor, means the specified rate of return to be received by each Investor and pursuant to the investment amount (whether through subscription to Securities and, or, through purchase of such Securities), sufficient to cause such an Investor to have received, as of the date of determination, an aggregate internal rate of return or such specified rate per annum on the aggregate of the amounts invested by the Investor. For such purposes, the IRR shall be calculated using the “xIRR” function in Microsoft Excel and using the investment amount and any other amounts invested by the relevant Investor as the investment “out-flows”, with dividends, redemption value, interest, all receipts in cash including any secondary or sale consideration (other than any payments related to indemnity), monetary value (which monetary value shall be determined by the Investors and Promoter I through mutual agreement) of all non-cash consideration, and liquidation proceeds of the Company distributed to such an Investor as “in-flows”; The Parties agree that the IRR calculated shall be net of any expenses directly incurred by the relevant Investor in course of exercise or ensuring an exit including but not limited to any such direct expenses incurred towards appointment of any merchant banker(s), manager(s), arranger(s), banker(s), legal or tax advisor(s) and, or, obtaining indemnity insurance. Further, the IRR shall be calculated from: (i) the Tranche A Closing Date for Investor I Tranche A Subscription Consideration and Investor II Tranche A Subscription Consideration; and (ii) 31 July 2017 for Investor I Tranche B Consideration and Investor II Tranche B Consideration;
- 1.1.107 “**Key Managerial Personnel**” has the meaning assigned to such term in subsection (51) of section 2 of the 2013 Act;
- 1.1.108 “**Lenders**” means the banks / financial institutions / non-banking financial companies or other Persons from whom the Company has availed or shall avail loans or other forms of Indebtedness;
- 1.1.109 “**Litigation**” includes any action, claim, demand, suit, proceeding, citation, summons, subpoena, inquiry or investigation of any nature, civil, criminal, regulatory or otherwise, pending or threatened, by or before any court, tribunal, arbitrator or other Governmental Authority;
- 1.1.110 “**Long Stop Date**” means 25 February 2017 for the Tranche A Closing and 25 March 2017 for the Tranche B Closing, as the case may be, or such other date(s) as may be mutually agreed by each of the Investors and the Promoters in writing;
- 1.1.111 “**Management Certified Financial Statements**” means an unaudited consolidated financial statements of the Company for the period from 1 April 2016 until 30 September, 2016 comprising a balance sheet and the related statement of income and statement of cash flows for the relevant period, in each case, prepared in accordance with Applicable Laws and Accounting Standards;
- 1.1.112 “**Management**” has the meaning assigned to such term in Clause 14.5.1;
- 1.1.113 “**Material Adverse Effect**” means any event, occurrence, fact, condition, change, development or effect that, individually or in the aggregate, has had or may reasonably be expected to have a material and adverse effect on: (i) the ability of the Company and, or, the Promoters to perform its obligations hereunder; and, or, (ii) the condition



(financial or otherwise and including any material increase in provisions), operations, results of operations, prospects, Assets, liabilities or Business of the Company;

- 1.1.114 “**Non-Controlling Party**” has the meaning assigned to such term in Clause 16.4.3;
- 1.1.115 “**Non-Subscribing Shareholder**” has the meaning assigned to such term in Clause 7.2.4;
- 1.1.116 “**Objection Notice**” has the meaning assigned to such term in Clause 16.3.1(ii);
- 1.1.117 “**Observer**” has the meaning assigned to such term in Clause 8.3;
- 1.1.118 “**OFAC**” has the meaning assigned to such term in Clause 14.2.1(vi);
- 1.1.119 “**Offer of Existing Securities**” has the meaning assigned to such term in Clause 12.1.1(ii);
- 1.1.120 “**Offer Price**” has the meaning assigned to such term in Clause 11.3.3(i);
- 1.1.121 “**Ordinary Course**” as applied to any Person, means an action taken by or on behalf of such a Person that is consistent with past customs of such a Person and prudent business practices as per best industry standards, including with respect to quantity and frequency;
- 1.1.122 “**Original Director**” has the meaning assigned to such term in Clause 8.5.1;
- 1.1.123 “**Party**” or “**Parties**” has the meaning assigned to such terms in the paragraph following the description of the parties;
- 1.1.124 “**Permitted Investor Transferee**” has the meaning assigned to such term in Clause 11.2.1;
- 1.1.125 “**Permitted Recipients**” means the following: (i) funds under the management / advised / sub-advised by the respective managers of the Investors and their respective Affiliates and their respective directors, officers, employees, agents and advisors; and, or, (ii) valuation agencies undertaking the valuation of the Investors’ portfolio, etc.;
- 1.1.126 “**Person**” means and includes any natural person, limited or unlimited liability company, corporation, limited or unlimited liability partnership firm, proprietorship firm, Hindu undivided family, trust, union, association or any other entity that may be treated as a person under Applicable Laws;
- 1.1.127 “**PMLA**” has the meaning assigned to such term in Clause 14.2.1(iii);
- 1.1.128 “**Primary Transaction**” has the meaning assigned to such term under Clause 3.1.2(i);
- 1.1.129 “**Promoter & Company Conditions Precedent**” has the meaning assigned to such term in Clause 4.1(i);
- 1.1.130 “**Promoter & Company Warranties**” has the meaning assigned to such term in Clause 15.2;

- 1.1.131 “**Promoter I**” has the meaning assigned to such term in the description of parties;
- 1.1.132 “**Promoter II**” has the meaning assigned to such term in the description of parties;
- 1.1.133 “**Promoter II Bank Account**” means the following bank account of Promoter II:

Bank Name	Axis Bank
Bank Address	225, Anna Salai, Chennai-600 002
Beneficiary Name	T. Shanthi
Account Number	168010100002608
SWIFT Code	AXISINBB168
IFSC Code	UTIB0000168

- 1.1.134 “**Promoter III**” has the meaning assigned to such term in the description of parties;
- 1.1.135 “**Promoter III Bank Account**” means the following bank account of Promoter III:

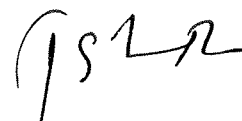
Bank Name	Axis Bank
Bank Address	225, Anna Salai, Chennai-600 002
Beneficiary Name	Tangi Facility Solutions Private Limited
Account Number	914020048125684
SWIFT Code	AXISINBB168
IFSC Code	UTIB0000168

- 1.1.136 “**Promoters**” has the meaning assigned to such term in the paragraph following the description of parties;
- 1.1.137 “**Promoter Director**” has the meaning assigned to such term in Clause 8.2.1;
- 1.1.138 “**Promoter Indemnity Item**” has the meaning assigned to such term under Clause 16.9;
- 1.1.139 “**Protective Covenants**” has the meaning assigned to such term in Clause 14.1.6;
- 1.1.140 “**Related Party**” has the meaning assigned to such term in sub-section (76) of section 2 of the 2013 Act and, or, as per applicable Accounting Standards;
- 1.1.141 “**Relative**” in connection with (i) Promoter I or Promoter II, means the children of Promoter I and Promoter II, and (ii) any other natural person, has the meaning assigned to such a term in the 2013 Act;
- 1.1.142 “**Restated Articles**” means the amended and restated Articles of Association of the Company in Agreed Form;
- 1.1.143 “**RoC**” means the Registrar of Companies having jurisdiction over the relevant entity;
- 1.1.144 “**ROFO Acceptance Notice**” has the meaning assigned to such term in Clause 11.3.4;
- 1.1.145 “**ROFO Eligible Shareholders**” has the meaning assigned to such term in Clause 11.3.2;
- 1.1.146 “**ROFO Notice**” has the meaning assigned to such term in Clause 11.3.2;

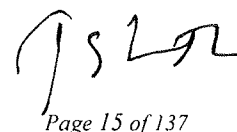
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- 1.1.147 “**ROFO Period**” has the meaning assigned to such term in Clause 11.3.3;
- 1.1.148 “**ROFO Response Period**” has the meaning assigned to such term in Clause 11.3.4;
- 1.1.149 “**ROFO Transfer Period**” has the meaning assigned to such term in Clause 11.3.5;
- 1.1.150 “**Role**” means any investment / arrangement whereby the Promoters, either directly or indirectly, have or attain: (i) any shareholding /economic interest / investment in any business or any Person, (ii) a right to nominate management positions, (iii) a right to appoint / select persons on the board / governing body of such business or Person, or (iv) a role as an employee, director, lender, observer, consultant or advisor;
- 1.1.151 “**Sanctionable Practice**” means any Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, or Obstructive Practice, as those terms are interpreted in accordance with the Anti-Corruption Legislation and Anti-Corruption Guidelines provided at **Schedule 10**;
- 1.1.152 “**Secondary Transaction**” has the meaning assigned to such term in Clause 3.1.2(ii);
- 1.1.153 “**Securities**”, in regard to the Company, means any form of securities and shares of the Company, including the Equity Shares and Dilution Instruments;
- 1.1.154 “**Share Capital**”, in regard to the Company, means the total issued, subscribed and paid up share capital of such the Company determined on a Fully Diluted Basis;
- 1.1.155 “**Shareholders**” means the shareholders of the Company from time to time;
- 1.1.156 “**Shareholders Meeting**” has the meaning assigned to such term in Clause 9.1.1;
- 1.1.157 “**Shareholding Percentage**” means the respective percentage proportions in which the Share Capital is held by the Shareholders from time to time on Fully Diluted Basis. It is clarified that for the purposes of Clause 7, any calculation of the Shareholding Percentage for determining the entitlement of a Shareholder in any proposed issuance shall be undertaken based on the Share Capital held by such a Shareholder immediately prior to such proposed issuance on Fully Diluted Basis;
- 1.1.158 “**SIAC**” has the meaning assigned to such term in Clause 19.2.2;
- 1.1.159 “**SIAC Rules**” has the meaning assigned to such term in Clause 19.2.2;
- 1.1.160 “**Significant Influence**” means the possession of power to cause or prevent any actions pertaining to the management or policies of a Person, through the ownership or control or benefit of at least 20% (twenty percent) of total share capital or voting interest or economic interest of such a Person or the ability to nominate or have elected 1 (one) or more members of a governing body of such person or the ability to direct, restrict or otherwise influence any management decision of such Person, whether through debt arrangements, contract, voting interest, membership to governing bodies such as a board of director, or otherwise;
- 1.1.161 “**Statutory Auditor**” means the statutory auditor of the Company from time to time;



- 1.1.162 “**Straddle Period**” has the meaning assigned to such term in paragraph (ii) of Schedule 8;
- 1.1.163 “**Strategic Sale Closing Date**” has the meaning assigned to such term in Clause 12.3.3;
- 1.1.164 “**Strategic Sale Exercise Notice**” has the meaning assigned to such term in Clause 12.3.2;
- 1.1.165 “**Strategic Sale Right**” has the meaning assigned to such term in Clause 12.3.1;
- 1.1.166 “**Strategic Sale Securities**” has the meaning assigned to such term in Clause 12.3.2;
- 1.1.167 “**Strategic Transferee**” has the meaning assigned to such term in Clause 12.3.1;
- 1.1.168 “**Subscribing Shareholder(s)**” has the meaning assigned to such term in Clause 7.2.4;
- 1.1.169 “**Subscription Cut-Off Period**” has the meaning assigned to such term in Clause 7.2.2;
- 1.1.170 “**Subsidiary**” has the meaning assigned to such term in sub-section (87) of section 2 of the 2013 Act;
- 1.1.171 “**Tag Exercise Notice**” has the meaning assigned to such term in Clause 11.4.3;
- 1.1.172 “**Tag Request Notice**” has the meaning assigned to such term in Clause 11.4.2;
- 1.1.173 “**Tag Response Period**” has the meaning assigned to such term in Clause 11.4.3;
- 1.1.174 “**Tag Right**” has the meaning assigned to such term in Clause 11.4.2;
- 1.1.175 “**Tag Securities**” has the meaning assigned to such term in Clause 11.4.3;
- 1.1.176 “**Taxes**” means any and all forms of taxation, imposts, duties, and levies, whether direct or indirect, deductible at source or otherwise, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction. It is clarified that the term “Taxes” shall include any interest, surcharges, penalties or additional taxes payable in connection therewith; Correlative terms such as “tax” and “taxation” shall be construed in accordance with this definition;
- 1.1.177 “**Third Party Claims**” has the meaning assigned to such term in Clause 16.4.1;
- 1.1.178 “**Third Party**” means any Person other than the Parties to this Agreement;
- 1.1.179 “**Tranche A Closing**” means completion of all the actions contemplated under Clause 5.2;
- 1.1.180 “**Tranche A Closing Date**” has the meaning assigned to such term in Clause 5.1(i);
- 1.1.181 “**Tranche B Closing**” means completion of all the actions contemplated under Clause 5.3;
- 1.1.182 “**Tranche B Closing Date**” has the meaning assigned to such term in Clause 5.1(ii);



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- 1.1.183 **“Transaction Documents”** means this Agreement and all other agreements and documents executed or furnished or exchanged between the Parties and, or, their respective Affiliates to give effect to the transactions contemplated under this Agreement or any other document that may be designated as a Transaction Document by the Parties;
- 1.1.184 **“Transfer”** means, whether directly or indirectly, any transfer, including any sale, assignment, pledge, hypothecation, creation of security interest in or lien or Encumbrance on, placing in trust (voting or otherwise), exchange, gift or transfer by operation of law or in any other way, whether or not voluntarily. Correlative terms such as “transferred”, “transferring” and “transferability” shall be construed in accordance with this definition.
- 1.1.185 **“Transfer Securities”** has the meaning assigned to such term in Clause 11.3.2;
- 1.1.186 **“Transferring Promoter”** has the meaning assigned to such term in Clause 11.4.2; and
- 1.1.187 **“Transferring Shareholder”** has the meaning assigned to such term in Clause 11.3.2.

## 1.2 Table of Contents; Headings.

The table of contents and headings and sub-headings in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.

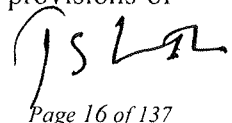
## 1.3 Recitals and Schedules.

The recitals and schedules to this Agreement are an integral part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.

## 1.4 Interpretation.

Unless this Agreement provides otherwise or the context requires otherwise, any references made in it to:

- (i) one gender includes all genders and references to the singular include the plural and vice versa;
- (ii) the preamble, a recital, Clause or Schedule, shall be a reference to the preamble, a recital, or clause of this Agreement, or a schedule to this Agreement;
- (iii) a paragraph in a Schedule shall be a reference to a paragraph of that Schedule;
- (iv) any Person includes that Person’s legal heirs, successors, liquidators, executors, administrators and permitted assigns, as the case may be;
- (v) “with a copy to” means the issuance of a copy simultaneous with the issuance of the original notice;
- (vi) any document or agreement (including this Agreement) includes a reference to that document or agreement as varied, amended, supplemented, substituted, novated or assigned, from time to time, in accordance with the provisions of



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such a document or agreement;

- (vii) the words “including”, “include” or “includes” shall be interpreted in a manner as though the words “without limitation” immediately followed the same;
- (viii) the words “directly or indirectly” mean directly or indirectly through one or more Affiliates, Associates, Relatives or other intermediary Persons and “direct or indirect” shall have the correlative meanings;
- (ix) references to this Agreement shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- (x) the words “other”, “or otherwise” and “whatsoever” shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to; and
- (xi) any consent, approval, determination, waiver or finding to be given or made by any Party shall be made or given by such Party acting in its sole discretion.

#### 1.5 **Changes in Applicable Laws.**

References in this Agreement to any law or statute includes a reference to that law or statute as amended, replaced, supplemented or re-enacted, both before and at any time after the execution of this Agreement.

#### 1.6 **Writings.**

Any reference to “writing” or “written” includes facsimiles, e-mails and any copies in a permanent and tangible form, but shall not include text messages (short message service) or other contemporary forms of distance communications using electronic means. Further, any reference to any “consent” or “approval” or “agreement” or “concurrence” or “waiver” of a Party (or other such correlative terms) means such consent, approval, agreement or concurrence or waiver given by such Party in writing.

#### 1.7 **Obligation to Procure or Cause.**

An obligation for a Party to “procure” or “cause” or “ensure” or “endeavor” that something shall be done shall be construed as an obligation on the part of each such Party to take all steps within its control to do or cause that thing to be done, including by exercising all rights and powers vested in or available to it, and all correlative terms shall be construed as above.

#### 1.8 **Cooperation.**

Subject to the terms, conditions and limitations herein provided, the Parties agree to use their respective good faith endeavours to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under all Applicable Laws to carry out and make effective the provisions of this Agreement. Each Shareholder agrees and undertakes that it shall show utmost good faith to the other Shareholders at all times by exercising good faith, due diligence, skill and care.

1.9 **Drafting of this Agreement.**

This Agreement is the result of negotiations between, and has been reviewed by the Parties and the Parties have sought adequate legal advice. Accordingly, this Agreement shall be deemed to be the product of the Parties, and there shall be no presumption that an ambiguity should be construed in favour of or against any Party solely as a result of such Party's actual or purported role in the drafting of this Agreement.

2. **TERM & EFFECTIVENESS**

2.1 This Agreement, except Clauses 6 to 14, 16 and 18, shall take effect from the Execution Date and shall remain valid and in effect unless terminated in accordance with Clauses 4.4 or 17.1. Clauses 6 to 14, 16 and 18 shall take effect, upon the successful consummation of the Tranche A Closing in terms of this Agreement, on and with effect from the Tranche A Closing Date.

2.2 Upon effectiveness of Clauses 6 to 14, 16 and 18 in terms of Clause 2.1, any and all other shareholders agreements, investment agreements and other such agreements, arrangements and, or, understandings, written or otherwise, whether pertaining to the management or control of the affairs of the Company, and, or, the rights and obligations of the Shareholders in regard to the Company and, or, its Securities, shall cease to have effect. On the Tranche A Closing Date, the Constitutional Documents of the Company shall be amended, to the satisfaction of the Investors, to capture and reflect the provisions of this Agreement.

3. **AGREEMENT TO ACQUIRE THE INVESTOR SHARES**

3.1 **Agreement to acquire the Investor Shares.**

3.1.1 Tranche A Closing

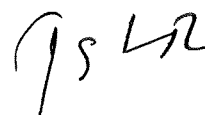
In consideration of the receipt of the Investor I Tranche A Subscription Consideration from Investor I and Investor II Tranche A Subscription Consideration from Investor II, the Company shall, on the Tranche A Closing Date, issue and allot the Investor I Tranche A Shares to Investor I and Investor II Tranche A Shares to Investor II, free and clear of any and all Encumbrances, and the Investors shall, relying on the Promoter & Company Warranties, and on:

(i) completion of all the Promoter & Company Conditions Precedent in **Schedule 3A**; and

(ii) the Promoters and the Company fulfilling the conditions set forth in Clause 5.2, subscribe to, the Investor I Tranche A Shares and the Investor II Tranche A Shares on the Tranche A Closing Date in accordance with the terms of this Agreement.

3.1.2 Tranche B Closing

The Investor I shall acquire the Investor I Tranche B Shares and Investor II shall acquire the Investor II Tranche B Shares in the following manner:



- (i) Primary Transaction - In the event that the Company on or before 1 March 2017 intimates each Investor in Agreed Form of the requirement of funds by the Company, the Investor I Tranche B Subscription Consideration from Investor I and Investor II Tranche B Subscription Consideration from Investor II shall be infused in the Company on the Tranche B Closing Date and the Company shall issue and allot the Investor I Tranche B Subscription Shares to Investor I and Investor II Tranche B Subscription Shares to Investor II, free and clear of any and all Encumbrances. The obligation of Investor I to subscribe to the Investor I Tranche B Subscription Shares and Investor II to subscribe to the Investor II Tranche B Subscription Shares shall be subject to completion of all the Promoter & Company Conditions Precedent in **Schedule 3B** and the Promoters and the Company fulfilling the conditions set forth in Clause 5.3.1 ("**Primary Transaction**").
- (ii) Secondary Transaction - In the event that the Company on or before 1 March 2017 does not intimate the Investors of requirement of funds by the Company in Agreed Form, the Investor I Tranche B Sale Consideration from Investor I and Investor II Tranche B Sale Consideration from Investor II shall be furnished to the Promoters on the Tranche B Closing Date and Promoter II and Promoter III shall sell and Transfer the Investor I Tranche B Sale Shares to Investor I and Investor II Tranche B Sale Shares to Investor II, free and clear of any and all Encumbrances. The obligation of Investor I to purchase the Investor I Tranche B Sale Shares and Investor II to purchase the Investor II Tranche B Sale Shares shall be subject to completion of all the Promoter & Company Conditions Precedent in **Schedule 3C** and the Promoters and the Company fulfilling the conditions set forth in Clause 5.3.2 ("**Secondary Transaction**"). While this Agreement currently contemplates transfer of Investor I Tranche B Sale Shares and Investor II Tranche B Sale Shares from Promoter II and Promoter III in equal proportion, the Parties may mutually agree to change the *inter se* proportion between Promoter II and Promoter III or agree that all such shares shall be sold and transferred only by Promoter II or Promoter III, as the case may be. In such a scenario, **Schedule 2E** and other relevant provisions of this Agreement shall be amended by the Parties through an amendment agreement.

3.1.3 The Company and Promoters hereby acknowledge and agree that the Investors, in entering into the Transaction Documents and in investing in the Company, are solely relying on the Promoter & Company Warranties. The Company and Promoters hereby agree and undertake to take all actions necessary in respect of the acquisition by the Investor of the Investor Shares pursuant to the Tranche A Closing Date and Tranche B Closing Date.

3.1.4 The Investor Shares shall rank *pari passu* with the ordinary equity shares of the Company, and shall be issued free of all and any Encumbrances to the Investors. The rights and obligations attached to the Investor Shares shall be solely governed by the provisions of this Agreement, the Constitutional Documents and Applicable Laws.

### 3.2 Consideration for Investor Shares.

On the terms and subject to the conditions set forth in this Agreement, each Investor hereby agrees to remit the relevant portion of the Investment Amount into the Company

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Bank Account or the Promoter II Bank Account and the Promoter III Bank Account, as the case may be, as consideration for acquisition of the Investor Shares by the Company.

### 3.3 Per Share Price & Valuation Report.

3.3.1 The Investment Amount being consideration for acquisition of the Investor Shares has been calculated on the basis of:

- (i) per share price of INR 609.20 (Indian Rupees six hundred and nine and paise twenty), being par value of INR 10 (Indian Rupees ten) and premium of INR 599.20 (Indian Rupees five hundred and ninety nine and paise twenty) per Equity Share for Tranche A Closing; and
- (ii) per share price of INR 110.76 (Indian Rupees one hundred and ten and paise seventy six), being par value of INR 10 (Indian Rupees ten) and premium of INR 100.76 (Indian Rupees one hundred and paise seventy six) per Equity Share for Tranche B Closing.

3.3.2 The relevant per share price mentioned above shall be supported by a valuation report. The Company and Promoters shall procure the aforesaid valuation reports and provide two originals to the Investors, as a Condition Precedent, in terms of paragraphs (v) of **Schedule 3A** or **Schedule 3B** or **Schedule 3C**, as the case may be.

### 3.4 Shareholding Pattern.

3.4.1 The capital structure and shareholding pattern of the Company, on Fully Diluted Basis, as of the Execution Date is as described in **Schedule 2A** of this Agreement.

3.4.2 The capital structure and shareholding pattern of the Company, on Fully Diluted Basis, after the Tranche A Closing Date shall be as described in **Schedule 2B** of this Agreement.

3.4.3 The capital structure and shareholding pattern of the Company, on Fully Diluted Basis, after the Bonus Issue contemplated in paragraph (v) of **Schedule 6** shall be as described in **Schedule 2C** of this Agreement.

3.4.4 The capital structure and shareholding pattern of the Company, on Fully Diluted Basis, after the Tranche B Closing in the case of the Primary Transaction shall be as described in **Schedule 2D** of this Agreement and in case of the Secondary Transaction shall be as described in **Schedule 2E** of this Agreement. While this Agreement currently contemplates transfer of Investor I Tranche B Sale Shares and Investor II Tranche B Sale Shares from Promoter II and Promoter III in equal proportion, the Parties may mutually agree to change the *inter se* proportion between Promoter II and Promoter III or agree that all such shares shall be sold and transferred only by Promoter II or Promoter III, as the case may be. In such a scenario, **Schedule 2E** and other relevant provisions of this Agreement shall be amended by the Parties through an amendment agreement.

### 3.5 Utilisation of Proceeds.

3.5.1 Tranche A Closing



- (i) The Company shall, and the Promoters shall procure the Company to, utilise the Investor I Tranche A Subscription Consideration and Investor II Tranche A Subscription Consideration, infused into the Company, solely and exclusively, for the purposes set out below, in the following order of priority:
  - (a) repayment of loan and investment in joint ventures and, or acquisitions, in each case subject to the approval of each of the Investors; and
  - (b) working capital, technology investments and other purposes, in each case subject to the approval of each of the Investors.
- (ii) From the relevant Closing Date till such time as the Investor I Tranche A Subscription Consideration and Investor II Tranche A Subscription Consideration, has been utilized in accordance with this Clause 3.5.1, the Company shall at each meeting of the Board, table a statement setting out the extent of utilization of the Investor I Tranche A Subscription Consideration and Investor II Tranche A Subscription Consideration.

### 3.5.2 Tranche B Closing

- (i) In the event that the Tranche B Closing is a Primary Transaction, the Company shall, and the Promoters shall procure the Company to, utilise the Investor I Tranche B Subscription Consideration and Investor II Tranche B Subscription Consideration, infused into the Company, solely and exclusively, for the purposes of investment in joint ventures and, or acquisitions as contemplated in the Business Plan.
- (ii) From the relevant Closing Date till such time as the entire Investor I Tranche B Subscription Consideration and Investor II Tranche B Subscription Consideration, has been utilized in accordance with this Clause 3.5.2, the Company shall at each meeting of the Board, table a statement setting out the extent of utilization of the Investor I Tranche B Subscription Consideration and Investor II Tranche B Subscription Consideration.

## 4. **CONDITIONS PRECEDENT TO CLOSING**

### 4.1 **Conditions to the obligations of Investors.**

The obligation of the Investors to subscribe to or purchase (as the case may be) the relevant Investor Shares and fulfil their other obligations, if any, under this Agreement is subject to, in each case, on or prior to the relevant Long Stop Date:

- (i) the fulfilment and satisfaction of the conditions set forth in:
  - (a) **Schedule 3A** by the Company and Promoters for the Tranche A Closing; and
  - (b) **Schedule 3B** by the Company and Promoters for the Tranche B Closing in case of a Primary Transaction or **Schedule 3C** for the Tranche B Closing in case of a Secondary Transaction, as the case may be,

collectively referred to as the “**Promoter & Company Conditions Precedent**”.

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- (ii) the Company and Promoters issuing a CP Fulfilment Notice in terms of Clause 4.3.1 to each of the Investors; and
- (iii) receipt of all necessary external and internal approvals by the Investors, including the approval of their respective investment committees and, or, board of directors.

#### 4.2 Responsibility for satisfaction of Conditions Precedent.

4.2.1 The Company and Promoters shall be, jointly and severally, responsible for and shall ensure satisfaction of the Promoter & Company Conditions Precedent as soon as possible but in no event later than the relevant Long Stop Date. The Parties shall cooperate with each other and provide all necessary information and assistance required for the satisfaction of the Promoters & Company Conditions Precedent upon being requested to do so by any other Party.

4.2.2 The Company and, or, Promoters shall immediately give a written intimation to the Investors if they become aware of any circumstances that shall or are likely to give rise to the non-fulfilment of any one or more of their respective Promoter & Company Conditions Precedent, and thereafter the Parties shall co-operate with each other to find a mutually agreeable solution.

#### 4.3 Proof of compliance with, and waiver of, Conditions Precedent.

4.3.1 The Company and Promoters shall, immediately on fulfilment of all the Promoter & Company Conditions Precedent (or waiver thereof in accordance with this Clause 4.3), furnish a certificate in the form set out in **Schedule 4** to each of the Investors, indicating compliance with such Promoters & Company Conditions Precedent (the aforesaid certificate / notice that is to be issued is hereinafter referred to as “**CP Fulfilment Notice**”). The CP Fulfilment Notice shall be accompanied by documentary proof evidencing compliance with the Promoter & Company Conditions Precedent, and shall be signed by (i) in case of the Company, one of its whole time directors (ii) in case of Promoter III, one of its directors, and (iii) in case of Promoter I and Promoter II, such Persons acting on behalf of themselves.

4.3.2 Notwithstanding anything to the contrary contained in this Agreement, any one or more of the Promoter & Company Conditions Precedent, save and except those relating to compliance under the Applicable Laws, may, in whole or in part, be waived by the Investors in writing.

#### 4.4 Conduct between the Execution Date and the Tranche A Closing Date

4.4.1 The Company and the Promoters shall, during the period between the Execution Date and the Tranche A Closing Date:

- (i) provide the Investors with monthly information statements in Agreed Form in relation to the Company and each Subsidiary, details of any debt incurred and dividend declared or paid, if any, by the Company and any other circumstances that may result in a significant change in the nature of the Business;

- (ii) procure that the Company and its Subsidiaries continue to carry on their Business in the Ordinary Course and as contemplated in this Agreement and materially in compliance with all Applicable Laws;
- (iii) take all actions necessary (including exercising their voting rights) to give effect to the transactions contemplated under this Agreement;
- (iv) not directly or indirectly speak with or discuss, enter into any agreement or understanding (whether or not such agreement or understanding is absolute, revocable, contingent, conditional, oral, written, binding or otherwise) or solicit any Third Party, for a potential acquisition of (a) any Securities or other rights in the Company; (b) the Business or any part thereof; (c) any Securities or other rights in any of the Subsidiaries; or (d) all or part of the business of any Subsidiary, or in connection with the sale / disposal of Securities by the Promoters or issuance of any Securities by the Company or any other Acquisition Transaction which has not been approved by each of the Investors; and, or,
- (v) not (i) grant their approval for any change in the capital structure and shareholding pattern of the Company; and, or, (ii) issuance or transfer any Securities to any Person.

4.4.2 From the Execution Date through to the Tranche A Closing Date, the Company shall not, without the prior written consent of the Investors, make any decisions or take any other steps in relation to any matter, that would have required the prior consent of the Investors and, or, the Investor Directors, had such decisions or steps been taken post the Tranche A Closing Date.

4.4.3 For the avoidance of doubt, it is hereby clarified all actions taken by the Company and, or the Promoters post the Tranche A Closing shall be subject to the prior written consent of the Investors in accordance with Clause 10.

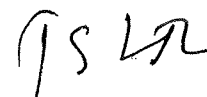
4.4.4 If during the period between the Execution Date and the Tranche A Closing Date, either the Company, or the Promoters becomes aware that:

- (i) there has been a Material Adverse Effect or an event has occurred that will or is likely to result in such Material Adverse Effect;
- (ii) the Company and, or, the Promoters are involved in or have been threatened in writing with any litigation or proceedings against the Company or the Subsidiaries, as the case may be, which may result in a Material Adverse Effect or impact the transactions contemplated in this Agreements;
- (iii) any fact, matter, issue or circumstances that ought to have been disclosed to the Investors prior to the signing of this Agreement has not been disclosed and such non-disclosure would have, in a reasonable man's opinion, an impact on the decision to consummate the transactions contemplated in this Agreements;
- (iv) any material provisions of this Agreement have been breached,









the Company and, or, the Promoters shall immediately notify the Investors of that fact in writing and shall provide all information in their possession in relation to the event to the Investors.

- 4.4.5 If any of the events mentioned in Clause 4.4.4 above are notified to the Investors by the Company and, or, the Promoters or come to the knowledge of the Investors through any other means and in the event that the Company and, or, the Promoters fail to cure the same within 10 (ten) Business Days of notification to/by the Investors, each of the Investors shall have the right to terminate this Agreement by giving a written notice to the other Parties without such Investor incurring any liabilities whatsoever. In case a termination notice is issued by an Investor in terms of this Clause 4.4.5, then immediately upon the issuance of such a notice this Agreement shall and without any further action on the part of any of the Parties, stand terminated with immediate effect. Upon such termination, none of the Parties shall have any liabilities or obligations to the other Parties except as specifically provided under this Agreement.

#### 4.5 **Long Stop Date.**

If all the Promoter & Company Conditions Precedent are not satisfied (unless waived in writing by the Investors in terms of Clause 4.3.2) or a CP Fulfilment Notice is not issued by the Company and the Promoters confirming the fulfilment of the Promoter & Company Conditions Precedent on or prior to the Long Stop Date, then, notwithstanding anything to the contrary contained in this Agreement, this Agreement shall terminate automatically without the Parties incurring any liabilities whatsoever. Upon such termination, none of the Parties shall have any liabilities or obligations to the other Parties except as specifically provided under this Agreement.

### 5. **CLOSING**

#### 5.1 **Determination of Closing Date.**

Upon the fulfilment or waiver (as the case may be) of all the Promoter & Company Conditions Precedent, the Parties shall mutually agree on the date and time when the Closing shall take place. Unless otherwise agreed to by the Investors in writing, the relevant Closing Date shall be a Business Day which is:

- (i) later of 30 (thirty) days from the Execution Date or 5 (five) Business Days from the date of issuance of the relevant CP Fulfilment Notice ("**Tranche A Closing Date**"), or
- (ii) earlier of 15 March 2017 or 5 (five) Business Days from the date of issuance of the relevant CP Fulfilment Notice ("**Tranche B Closing Date**"),

and the Closing shall take place at the registered office of the Company.

#### 5.2 **Tranche A Closing.**

- 5.2.1 On the Tranche A Closing Date, subject to the Promoter & Company Warranties continuing to be true, correct and not misleading, the actions as stipulated in **Schedule 5A** shall be undertaken by the Parties. Each such action shall be given effect to in the form and order necessary under the Applicable Laws and in the sequence and manner set forth in **Schedule 5A** and the Closing shall be deemed to have occurred

when all the actions stipulated in **Schedule 5A** have been completed to the satisfaction of the Investors.

5.2.2 Upon all actions stipulated in **Schedule 5A** being completed to the satisfaction of the Investors, all actions undertaken in this regard and all documents executed and delivered by the Parties in this regard shall be deemed to have been taken and executed simultaneously on the Tranche A Closing Date itself.

### 5.3 **Tranche B Closing.**

5.3.1 In case of a Primary Transaction on the Tranche B Closing Date, subject to the Promoter & Company Warranties continuing to be true, correct and not misleading, the actions as stipulated in **Schedule 5B** shall be undertaken by the Parties. Each such action shall be given effect to in the form and order necessary under the Applicable Laws and in the sequence and manner set forth in **Schedule 5B** and the Tranche B Closing shall be deemed to have occurred when all the actions stipulated in **Schedule 5B** have been completed to the satisfaction of the Investors.

5.3.2 In case of a Secondary Transaction on the Tranche B Closing Date, subject to the Promoter & Company Warranties continuing to be true, correct and not misleading, the actions as stipulated in **Schedule 5C** shall be undertaken by the Parties. Each such action shall be given effect to in the form and order necessary under the Applicable Laws and in the sequence and manner set forth in **Schedule 5C** and the Tranche B Closing shall be deemed to have occurred when all the actions stipulated in **Schedule 5C** have been completed to the satisfaction of the Investors.

5.3.3 Upon all actions stipulated in **Schedule 5B** or **Schedule 5C**, as the case may be, being completed to the satisfaction of the Investors, all actions undertaken in this regard and all documents executed and delivered by the Parties in this regard shall be deemed to have been taken and executed simultaneously on the Tranche A Closing Date itself.

## 6. **POST-CLOSING ACTIONS**

### 6.1 **Tranche A Closing.**

The Company and the Promoters covenant with the Investors that upon consummation of Tranche A Closing on the Tranche A Closing Date, the actions set forth in **Schedule 6** shall be undertaken by them within the timelines prescribed therein and that they shall furnish documentary evidence to the satisfaction of the Investors establishing the fulfilment of each such action.

### 6.2 **Tranche B Closing.**

The Company and the Promoters covenant with the Investors that within 15 (fifteen) days from the Tranche B Closing Date, the Company shall deliver to the Investors, certified true copies of all forms and filings that are to be made by the Company with the RoC, the Reserve Bank of India or Authorised Dealer Bank, as applicable, in relation to actions contemplated in this Agreement.

## 7. **FURTHER FUNDING REQUIREMENTS**

### 7.1 **Furnishing of guarantees and securities to meet Additional Funding**

## Requirements.

- 7.1.1 Upon occurrence of an Additional Funding Requirement, additional funds shall be raised on terms approved, and from sources identified, by the Board. For the avoidance of doubt, it is hereby clarified that the Investors shall not be obligated to provide any such guarantees or securities, whether directly or indirectly, to any banks or other financial institutions for any reason whatsoever.
- 7.1.2 The Parties agree that the Investors do not have any obligation to provide additional funding in terms of this Clause 7 to the Company and they shall be entitled to provide such additional funding at their sole discretion.

## 7.2 Fresh issue of Securities.

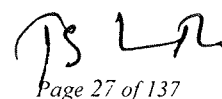
- 7.2.1 If the Business Plan contemplates the issuance of fresh Securities to Shareholders or if the Board determines, subject to the provisions of Clause 10, that that an Additional Funding Requirement is to be met through issuance of fresh Securities to the Shareholders of the Company, then the Company shall issue fresh Securities to the Shareholders ("**Additional Securities**"), proportionate to their respective Shareholding Percentage in the Company. Such Additional Securities to be issued to the Shareholders shall be fully paid-up by the respective Shareholder in cash. Notwithstanding anything to the contrary contained in this Agreement, any issuance of Additional Securities shall be on such terms and conditions as the Board may, subject to the provisions of Clause 10, determine at its sole discretion.
- 7.2.2 Not less than 30 (thirty) days before the date of proposed issuance of the Additional Securities, the Company shall deliver to each Shareholder notice / letter of offer for the proposed issuance setting forth: (i) the aggregate number of Additional Securities proposed to be issued and the Shareholding Percentage of the relevant Shareholder; (ii) the price at which such Additional Securities are proposed to be issued and other terms of issuance, if any; and (iii) such other relevant details as the Board may deem fit or as may be required as per Applicable Laws. Within 15 (fifteen) days following delivery of the notice referred to in this Clause 7.2.2 ("**Subscription Cut-Off Period**"), each Shareholder electing to exercise its rights to subscribe to its Shareholding Percentage entitlement in the Additional Securities shall give a notice to the Company specifying the number of Additional Securities basis its Shareholding Percentage that it is willing to subscribe to and if such a subscription is being undertaken, in case of the Investors through any other Person (except a Person engaged in a Conflicting Business) and in case of the Promoters through an Affiliate, then all documents that are required to be furnished in terms of Clause 11.2.1 or Clause 11.1.3 as the case may be, such as a duly executed Deed of Adherence and copies of all Approvals and consents required to be obtained under Applicable Laws, shall be furnished to the Board by the Investors and, or, the Promoters, as the case may be.
- 7.2.3 The Investors may indicate their willingness to subscribe to any unsubscribed portion of the Additional Securities offered, either directly or through any Person (except a Person engaged in a Conflicting Business) including their Affiliates. The Shareholders electing to exercise their rights shall, within a period of 15 (fifteen) days from the Subscription Cut-Off Period, remit the requisite funds towards the Additional Securities, which they have agreed to subscribe to, and the Company shall allot such Additional Securities to the Shareholders on the issuance date specified in the notice /

letter of offer in regard to such Additional Securities. Failure by any Shareholder to give such a notice within the Subscription Cut-Off Period or remit the fund in the manner set forth above shall be deemed to be a waiver by such Shareholder of its rights under this Clause 7.2.1 with respect to the proposed issuance in question. The Promoters will be entitled to renounce the right to subscribe to Additional Securities in the Company in favour of any Affiliate, which comply with the provisions of this Agreement, including by executing a Deed of Adherence. Provided that the Shareholding Percentage of Promoter I shall not fall below 25% (twenty five per cent.) of the Share Capital for any reason whatsoever.

- 7.2.4 In the event that a Shareholder (“**Non-Subscribing Shareholder**”) does not subscribe or is not desirous of subscribing to its Shareholding Percentage of the Additional Securities entirely, then within a period of 3 (three) Business Days from the date of expiry of the Subscription Cut-Off Period; the Board shall send a written intimation to the other Shareholder(s) (for the purposes of this Clauses 7.2.4 and 7.2.5 “**Subscribing Shareholder(s)**”, which term specifically excludes every Non-Subscribing Shareholder), giving them an opportunity to subscribe to the unsubscribed portion of the Additional Securities offered to such Non-Subscribing Shareholder, either by themselves or, in case the Subscribing Shareholders are Investors, then through their Affiliates.
- 7.2.5 In the event that the Subscribing Shareholder(s) sends a notice to the Company, within a period of 7 (seven) days from the date of intimation by the Board as aforesaid, agreeing to subscribe to any or all of the unsubscribed Additional Securities and remits the requisite funds towards subscription to such unsubscribed Additional Securities within a period of 15 (fifteen) days from the Subscription Cut-Off Period, then the Board shall allot such unsubscribed Additional Securities to such willing Subscribing Shareholder(s). It is clarified that if more than 1 (one) Subscribing Shareholder notifies the Board of its intention to subscribe to unsubscribed Additional Securities as above, and the unsubscribed Additional Securities are less than the aggregate number of unsubscribed Additional Securities, then the unsubscribed Additional Securities shall be issued to such Subscribing Shareholders proportionate to their respective Shareholding Percentage in the Company.

### 7.3 **Anti-dilution.**

- 7.3.1 The Investors shall have a right, whether exercisable through itself or any other Person nominated in this regard (except a Person engaged in a Conflicting Business), to subscribe to any issuance by the Company of any Equity Shares or Dilution Instruments to any Third Party in proportion to their respective Shareholding Percentage in the Company.
- 7.3.2 Upon each issuance by the Company of any Equity Shares or Dilution Instruments at a price per Equity Share less than the price (“**Dilution Price**”) at which the Investors subscribed to the Investor Shares (“**Dilutive Issuance**”), the Investors shall be entitled to, and the Company shall provide and the Promoters shall procure the Company to provide to the Investors, dilution protection on weighted average basis.
- 7.3.3 The anti-dilution mechanism set forth in this Clause 7.3 shall be accomplished by issuance by the Company or transfer by the Promoters of such number of Equity Shares to the Investors and, or, any other Person nominated by the Investors for this purpose



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(except a Person engaged in a Conflicting Business) at the lowest price possible under Applicable Laws, so as to give full effect to the weighted average anti-dilution right of the Investors.

- 7.3.4 Upon each Dilutive Issuance, the Company and the Promoters shall take all necessary acts to put Investor I and Investor II in the position that they would have if the adjustment to the Dilution Price had been made, by issuance by the Company or transfer by the Promoters to Investor I and Investor II or any Person nominated by the Investors in this regard (except a Person engaged in a Conflicting Business) of such number of Equity Shares, whereby Investor I and Investor II or any Person nominated by the Investors in this regard (except a Person engaged in a Conflicting Business) are not required to pay any additional amounts for the issuance of such new Equity Shares or the transfer of Equity Shares. The above arrangement shall be implemented in accordance with Applicable Laws.
- 7.3.5 It is clarified that nothing in this Clause 7.3 shall apply to any issuance by the Company of any Equity Shares or Dilution Instruments as Additional Securities to the Shareholders pursuant to Clause 7.2 or an ESOP plan, in each case as approved by the Board in accordance with Clause 10 of this Agreement, or a Bonus Issue.

## 8. BOARD AND BOARD MEETINGS

### 8.1 Management of the Company.

The property, business and affairs of the Company shall be managed by and under the direction of the Board, and the Board shall be responsible for the overall management, supervision, direction and control of the Company. Subject to the provisions of this Agreement, the Board may exercise all such powers of the Company and do all such lawful acts and things as are permitted under the Constitutional Documents and Applicable Laws. The Board shall manage the Company in the overall, general, and strategic sense and shall ensure proper organization of the business of the Company and shall appoint / dismiss the members of the Management. The Board shall be entitled to delegate its powers to such persons and such Committees that the Board may create to assist it in developing and meeting its business strategy and objectives. The approval of the Shareholders shall be obtained on such matters as may be required under the provisions to this Agreement, the Constitutional Documents and, or, Applicable Laws.

### 8.2 Composition of the Board.

- 8.2.1 The Board shall not exceed 7 (seven) Directors that will be appointed in terms of Clause 8.2.2, or such other number of Directors as may be mutually agreed between the Parties in writing, from time to time. The Investors shall be entitled to nominate Directors in proportion to their respective Shareholding subject to a minimum of 2 (two) Directors (collectively, the “**Investor Directors**” and each, an “**Investor Director**”) and the Promoters shall be entitled to nominate Directors in proportion to their respective Shareholding subject to a minimum of 3 (three) Directors (collectively, the “**Promoter Directors**”, and each, a “**Promoter Director**”) in accordance with the terms and conditions set out in this Clause 8. Provided that Promoter I shall at all times during the subsistence of this Agreement be a Promoter Director.

8.2.2 Unless otherwise agreed between the Parties in writing and subject to Clause 10, the Board shall be constituted in the following manner:

- (i) on and from the Tranche A Closing Date, the Board shall be composed of 2 (two) Investor Directors and 3 (three) Promoter Directors;
- (ii) on and from 6 (six) months from the Tranche A Closing Date, the Board shall be composed of 2 (two) Investor Directors, 3 (three) Promoter Directors and 1 (one) Independent Director identified by Investor I and Investor II and acceptable to the Promoters on the Board; and
- (iii) on and from 12 (twelve) months from the Tranche A Closing Date, the Board shall be composed of 2 (two) Investor Directors, 3 (three) Promoter Directors and 2 (two) Independent Directors, out of such 2 (two) Independent Directors, 1 (one) will be identified by the Promoters and acceptable to Investor I and Investor II on the Board.

Provided that subject to the proviso to Clause 8.2.3 and Clauses 14.16 and 20.9, the number of Investor Directors on the Board shall not, at any time during the subsistence of this Agreement fall below 2 (two) Directors.

8.2.3 The Investors may at any time remove from office any Investor Director(s) and, if desired, appoint another in his / her place. The Promoters may at any time remove from office any Promoter Director(s) and, if desired, appoint another in his / her place. Provided that in the event the Tranche B Closing does not occur in terms of this Agreement due to any regulatory reasons, the Investors shall have the right to appoint only 1 (one) Investor Director.

8.2.4 Subject to Clause 8.2.2, the Board shall appoint such number of Independent Directors on the Board, as per the requirements of Applicable Laws. All such Independent Directors shall be acceptable to the Investors and Promoter I.

8.2.5 The Promoters and the Investors agree to exercise all powers and rights available to them so as to fix the number of Directors in accordance with this Clause 8 and to ensure that the persons nominated by the Investors and the Promoters are expeditiously appointed or removed (as the Investors and the Promoters may specify in accordance with this Clause 8) as a Director and the appointments and removals referred to in this Clause 8 result in the persons nominated / appointed or removed becoming or ceasing to be Directors, as applicable.

### 8.3 **Observer.**

On and from the Tranche A Closing Date, the Investors shall be entitled to appoint 1 (one) person as an observer to attend all Board Meetings in a non-voting capacity ("**Observer**"). The Observer shall have the right to receive all notices, documents and information provided to the Directors and be entitled to attend all meetings of the Board or Committees thereof, subject to the Observer being bound to confidentiality obligations as applicable to Directors. The Observer shall not be considered for quorum, and the Observer shall not be entitled to vote with respect to any resolution proposed to be passed at a Board meeting. The Company shall reimburse all out of pocket expenses

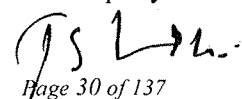


incurred by the Observer in attending Board Meetings or otherwise perform its duties and functions as Observer.

#### 8.4 **Appointment, removal and retirement of Directors.**

8.4.1 Any appointment or removal of Directors shall be implemented in the following manner:

- (i) Appointment of Directors: Subject to the provisions of Clause 8.2, each Shareholder shall have the right to, from time to time, issue a notice specifying their intention to nominate a Person as a Director on the Board. Such a notice shall be addressed to the Board and delivered to the Managing Director at the registered office of the Company or presented directly before the Board during a Board Meeting. The aforementioned notice should be accompanied by consent letter and such other documents which are required in terms of Applicable Laws from the prospective nominee. If any such notice along with the accompanying documents is delivered at a Board Meeting, the Board shall at the same meeting pass necessary resolutions in respect of appointment of such person as an additional director. If such a notice along with the accompanying documents is delivered to the Company, then the relevant officers of the Company shall, immediately and in any case within a period of 7 (seven) days from the date of receipt of such notice, either convene a meeting of the Board to pass necessary resolutions in respect of appointment of such Director(s) as additional director(s), or if it is not practicable to convene such Board Meeting, initiate, subject to Applicable Laws, the process for appointment of such Director(s) through a circular resolution in terms of Applicable Laws. Notwithstanding anything to the contrary contained in this Agreement, any such nominee shall only be appointed as a Director if such a Person fulfils all criteria prescribed under Applicable Laws.
- (ii) Removal / replacement of Directors: Each Shareholder shall have the right to, from time to time, issue a notice specifying that they wish to remove all or any of the Directors appointed by them on the Board. Such a notice shall be addressed to the Board and delivered at the registered office of the Company or presented directly before the Board during a Board Meeting. The aforementioned notice should be accompanied by a resignation letter to this effect from the relevant Director(s) in the form prescribed by the Companies Act, and if no such form is prescribed then as per standard secretarial practice. If any such notice along with the accompanying resignation letter is delivered at a meeting of the Board, the Board shall at the same meeting pass necessary resolutions in respect of such removal. If such a notice along with the accompanying resignation letter is delivered to the Company, then the relevant officers of the Company shall, immediately and in any case within a period of 7 (seven) days from the date of receipt of such notice, either convene a meeting of the Board to pass necessary resolutions in respect of removal of such Director(s), or if it is not practicable to convene such Board Meeting, initiate, subject to Applicable Laws, the process for removal of such Director(s) through a circular resolution in terms of Applicable Laws. If the relevant Shareholder wishes to replace a Director nominated by it in on the Board with another Person and provides consent letter and such other documents which are required in terms of Applicable Laws from the prospective nominee, then the Company



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shall, subject to such a nominee fulfilling all criteria prescribed under Applicable Laws, appoint the relevant Person as an additional director on the Board in the same Board Meeting where the other nominee Director of such a Shareholder is being removed. If the removal is being carried out through a circular resolution then another circular resolution shall be passed concurrently for appointment of the new nominee Director of such a Shareholder.

- (iii) Approval by Shareholders: If any appointment or removal of a Director, as the case may be, has to be approved by the Shareholders in a Shareholders Meeting as per Applicable Laws, then the Board shall convene an extraordinary general meeting of the Company promptly to approve the appointment or removal of such Director(s). All relevant actions in regard to appointment or removal of such Director(s) by the Shareholders shall be completed within a period of 30 (thirty) days from the date of receipt of notice mentioned in Clause 8.4.1(i) or (ii), as the case may be.
- (iv) Retirement of Directors: It is clarified that the Investor Directors shall not be liable to retire by rotation.

8.4.2 The Shareholders and Company shall co-operate with each other in convening a meeting of the Board and, or, Shareholders to effect: (i) appointment of Director(s) so nominated; or (ii) removal of Director so requested, and to exercise its voting rights in any meeting of the Company, and shall cause any Director nominated by it exercise his voting rights in any Board Meetings, so as to give effect to the such appointment/removal.

8.4.3 Subject to the provisions of Applicable Laws and this Agreement, no Director shall be removed during the term for which such Director was elected without the consent of the Shareholder, if any, who nominated such Director on the Board. Notwithstanding the foregoing, a Shareholder may ask for removal, substitution or recall for any reason, of any of the Directors nominated by such Shareholder by serving a notice in terms of Clause 8.4.1.

8.4.4 The Directors shall not be required to hold qualification shares.

8.4.5 At any point in time, in the event the number of Directors nominated and appointed by the Investors or Promoters, as the case may be, is less than their entitlement under Clause 8.2.2 (including for reason such as death, disqualification, inability to act or removal), then the Investors or Promoters, as the case may be, shall be entitled to nominate such Directors at their sole discretion at any time thereafter. No other Shareholder shall have the right to fill-in such vacancy.

## 8.5 **Alternate Director.**

8.5.1 Any Director nominated by any Shareholder and appointed to the Board ("**Original Director**") shall be entitled, in accordance with Applicable Laws, to nominate an alternate (and such nominee shall be appointed by the Board as an "**Alternate Director**") to attend and vote at Board Meetings in his / her absence. Prior to the Original Director exercising any such rights, such Alternate Director appointee shall be required to be approved in writing by the Shareholder who nominated the Original Director. An Alternate Director shall be entitled to receive notice of all meetings of the

Board, to attend and vote at any such meeting at which the Original Director appointing him is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointee or as a Director. An Alternate Director shall automatically vacate his office as an Alternate Director if the Original Director who appointed such an alternate is personally present or if such Original Director ceases to be a Director, in terms of this Agreement and, or, Applicable Laws. Notwithstanding anything to the contrary contained in this Agreement, Promoter I shall not be entitled to appoint an Alternate Director, except in case of his incapacitation due to ill health or if otherwise agreed between the Parties.

8.5.2 All references to 'Directors' in this Agreement shall be deemed to include a reference to their respective 'Alternate Director'. For the avoidance of doubt, it is clarified that all provisions applicable to an Investor Director shall equally apply to the Alternate Director appointed / proposed to be appointed in accordance with this Clause 8.5 and all actions taken by such Alternate Director shall be deemed to be actions taken by the relevant Original Director.

8.6 **Chairman.**

At every Board Meeting, the chairman of the Board for such a Board Meeting ("Chairman") shall be Promoter I. The Chairman shall not have a casting vote or extra vote.

8.7 **Board Meetings.**

8.7.1 Frequency and Location: The Board Meetings shall be held as often as circumstances require, including upon the written request of at least 1 (one) Director, and all such meetings should be held as soon as reasonably possible and in any event not later than 7 (seven) days from the date that such a request for convening a Board Meeting is received by the Chairman. Not less than 4 (four) Board Meetings shall be held in each year in a manner such that not more than 120 (one hundred and twenty) days elapse between 2 (two) consecutive Board Meetings. All Board Meetings shall be conducted in English.

8.7.2 Notice: A Board Meeting may be called by the Chairman or a Director by giving notice in writing to the company secretary, or any other Person nominated in this regard by the Board, specifying the date, time and agenda for such meeting; provided, however, any agenda for a Board Meeting shall be provided to each Investor at least 2 (two) days prior to the notice of the Board Meeting being issued to the Directors unless such right is waived by each Investor in writing. The company secretary (or such nominated person) shall upon receipt of such notice, give a copy of such notice to all Directors at their respective address registered with the Company and such notice shall be sent by hand delivery or by post or by email, accompanied by a written agenda specifying the business of such meeting and copies of papers relevant for such meeting. The Company shall ensure that sufficient information is included within such notice to the Directors to enable each Director to make a decision on the issue in question at such meeting. Every notice convening a meeting of the Board shall set forth in full and sufficient detail each item of the business to be transacted thereat, and no item or business shall be transacted at such meeting, unless the same has been stated in full and in sufficient detail in the notice convening the meeting, except as otherwise consented to by all the Directors or their respective Alternate Directors. Not less than a minimum 7 (seven)

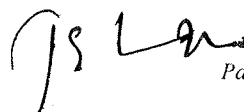
days' prior written notice shall be given to each Director for any Board Meeting, accompanied by the agenda for the Board Meeting; provided, however, a Board Meeting may, subject to the Applicable Laws, be called at shorter notice to transact urgent business subject to the condition that at least 1 (one) Investor Director and least 1 (one) Promoter Director shall have consented to the shorter notice and be present at/throughout such Board Meeting and, or, waived their presence. All documents presented or circulated to the Directors in regard to a Board Meeting shall be in English.

8.7.3 Quorum: The quorum for a meeting of the Board shall be 2 (two) Directors, provided, however the quorum shall not be valid without the presence, in person or otherwise, of at least 1 (one) Investor Director, or his/her duly appointed Alternate Director throughout the relevant Board Meeting and Promoter I, unless waived by the Investors and, or, Promoter I, as the case may be. 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 for 1 (one) Business Day and shall be reconvened at the same place and time, or at such other date, place and, or, time as may be agreed to by the majority of the Directors (including at least 1 (one) Investor Director), with the same agenda. If at 2 (two) consecutively adjourned Board Meetings, the quorum is not present within 30 (thirty) minutes of the time appointed for the meeting, then, subject to the Companies Act, the Directors present, in person or through Alternate Directors, at such meeting shall constitute the quorum and the Board Meeting shall proceed with respect to the business stated in the agenda for the Board Meeting; provided, however, even in such a reconvened/adjourned Board Meeting no Affirmative Vote Matter shall be discussed and, or, no resolution pertaining to an Affirmative Vote Matter shall be passed unless 1 (one) Investor Director is present during such a Board Meeting.

8.7.4 Voting: Each Director is entitled to cast 1 (one) vote at any Board Meeting.

8.7.5 Decisions of the Board: A decision shall be validly made and, or, a resolution validly passed at a Board Meeting only if passed at a validly constituted Board Meeting and, subject to the provisions of this Agreement in regard to Affirmative Vote Matters, by a simple majority of the Directors present and voting at the relevant Board Meeting. A resolution in writing of the Board shall be as valid and effective 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 a majority of the Directors for the time being. Without affecting the generality of the foregoing, where the resolution is with respect to, or includes, an Affirmative Vote Matter, then it shall require the written consent of the Investors for only such matter. Any such resolution bearing the signature of any Director and dispatched by email shall constitute a valid document for the purpose of this clause. It is hereby clarified that where a resolution of the Board has been approved by a Promoter Director and, or, the Investor Director in respect of a specific matter, the Promoters and, or, the Investors, as the case may be, shall vote in accordance with such resolution in case that particular matter is taken up at a Shareholders' meeting of the Company.

8.7.6 Electronic Participation: The Board has the power to allow electronic or remote participation and voting in Board Meetings, subject to compliance with the relevant requirements under the Companies Act. A Director may make a request for electronic or remote participation to the Board and the Board shall consider such a request favourably and provide such facility in accordance with the requirements of the



Companies Act. Accordingly, a reference to the presence of any Director for a meeting of the Board, shall include either physical presence or through video conferencing or electronic or remote means.

8.7.7 Maintenance of minutes: The Board shall record the minutes of its meetings as prescribed under the Companies Act, provided that such minutes shall be subject to the written approval of the Investors.

**8.8 Resolution by Circulation.**

Except for resolutions which the Companies Act requires to be passed at a physical meeting of the Board, a resolution of the Board may be passed by the Directors by circulation (provided that it has been circulated in draft form by hand delivery or by post or by email, together with the relevant papers, if any, to all the Directors in accordance with the requirement of this Agreement, the Constitutional Documents and Companies Act), which resolution shall be valid and effective if, subject to the provisions of this Agreement in regard to Affirmative Vote Matters, it is approved by a majority of Directors.

**8.9 Committees of the Board.**

Subject to the provisions of this Agreement, the Constitutional Documents and Applicable Laws, the Board shall have the power and right to constitute and disband, if necessary, committees or sub-committees and delegate such of the Board's powers to the aforesaid committees as the Board may deem fit ("**Committees**"). Only the Board can appoint a committee of Directors or delegate its powers to any Persons. Unless agreed in writing by the Investors, the Board shall, while forming such Committees, ensure that 1 (one) Investor Director and Promoter I is a member of each such Committee. The provisions relating to Board and Board Meetings contained herein (including relating to notice, quorum, quorum at adjourned meetings and Affirmative Vote Matters) shall apply *mutatis mutandis* to all the Committees and their respective meetings. All resolutions passed by the Committees shall have to be necessarily ratified by the Board.

**8.10 Record keeping.**

The Company shall keep a book of all resolutions and the minutes of all meetings of the Board in which there shall be recorded the time and place of such meeting, whether regular or special, and if special, however called, the notice thereof given, the names of those present and the processing thereof.

**8.11 Directors' Access.**

Any Director shall be entitled to examine the books, accounts and records of the Company and shall have, 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 the relevant Director may require. Subject to the Applicable Laws, any Director may provide such information to the Shareholder who has nominated such a Director. The relevant Director and Shareholder would be bound

by the confidentiality obligations under this Agreement in relation to such information received.

#### 8.12 Fees and Expenses of Directors.

Subject to Applicable Laws, all expenses and costs incurred in connection with the convening and conduct of the Board Meetings shall be borne by the Company. The Company shall reimburse all out of pocket expenses incurred by the Investor Directors and the Promoter Directors (subject to any cap prescribed for whole-time directors in terms of Applicable Laws if applicable) in attending Board Meetings or business review meetings or otherwise perform their duties and functions as Directors. However, no sitting fees shall be paid to the Investor Directors and the Promoter Directors by the Company. Any reimbursements and sitting fees payable to Independent Directors shall be governed by the specific agreement between the Company and the Independent Director in this regard.

#### 8.13 Indemnification of Directors.

8.13.1 The Company shall, subject to Applicable Laws, indemnify and keep indemnified the Directors against any:

- (i) act, omission or conduct of or by the Company or its employees or agents as a result of which any Director is made, in whole or in part, a party to, or otherwise incurs any loss or damage pursuant to, any proceedings arising out of or relating to any such conduct;
- (ii) action or omission by any Director at the request of or with the consent of the Company; and
- (iii) contravention of any of the Applicable Laws including, without limiting the generality of the foregoing, laws relating to provident fund, gratuity, labour, environment, pollution, the anti-bribery laws, and any action or proceedings taken against such Director in connection with any such contravention or alleged contravention.

#### 8.14 No Liability of Investor Director

8.14.1 The Company recognizes that the Investor Directors shall not have any day-to-day managerial powers and that they will not be whole time, managing or executive directors of the Company and will not, subject to applicable Law, be held responsible for any default or failure of the Company in complying with the provisions of any applicable Law. 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 Investors and/or the Investor Directors.

8.14.2 Notwithstanding anything to the contrary contained in this Agreement, no Investor Director shall be deemed to be an 'occupier' or 'officer in charge' or 'officer in default' for the purposes of the Companies Act or any other Applicable Laws, as the Investor Directors are non-executive directors and do not have the power to and are not responsible for overall management, supervision, direction and control of the Company. Further, the Promoters and the Company undertake to ensure that the

Investor Directors are not nominated as compliance officers, occupiers and/or employers and/or persons-in-charge, as the case may be, in order to ensure that, to the maximum extent permitted by Applicable Law, the Investor Directors do not incur any liability for any default or failure of the Company in complying with the provisions of any Applicable Laws.

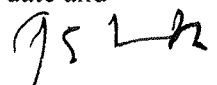
- 8.14.3 In the event that any notice or proceedings have been filed against the Investor Directors by virtue of being Directors of the Company, the Company and the Promoters shall take all necessary steps to ensure that name of such Investor Directors is excluded/ deleted and the charges/proceedings against such Investor Directors are withdrawn and shall also take all steps to defend such Investor Directors against such proceedings and the Company shall pay all costs, damages, fines, levies etc. that may be levied against such Investor Director in such proceedings. The Investor Directors shall also be entitled to appoint any counsel at his/her own discretion, to defend any proceedings instituted against the Investor Directors by virtue of being Directors of the Company. All reasonable expenses borne by the Investor Directors in this regard shall be borne by the Company.

## 9. SHAREHOLDERS AND SHAREHOLDERS MEETINGS

### 9.1 Shareholders Meetings.

- 9.1.1 Frequency of Shareholders Meeting: An annual general meeting of the Shareholders shall be held as per the provisions of the Companies Act. Subject to the foregoing, the Board, on its own or at the request of either of the Investors, may convene an extraordinary general meeting of the Shareholders, whenever it may deem appropriate (each such meeting, a “**Shareholders Meeting**”). All such Shareholders Meetings shall be held at such place as the Board may determine from time to time. Shareholders Meetings shall be called at such times as may be required to procure any consent of the Shareholders in terms of the provisions of this Agreement, the Constitutional Documents and, or, the Companies Act, and in any event at least once in each financial year. Subject to the provisions of the Companies Act, the Shareholders shall be entitled to participate in Shareholders Meetings through their respective duly authorized representative(s), duly constituted proxies or attorneys, as the case may be. English shall be the language used at all Shareholder meetings.

- 9.1.2 Notice: In accordance with provisions of the Companies Act a minimum 21 (twenty one) days’ prior written notice shall be given to all the Shareholders of any Shareholders Meeting, accompanied by the agenda for such meeting; provided, however, any agenda for a Shareholders Meeting shall be provided to each Investor at least (two) days prior to the notice of the Shareholder Meeting being issued to the Shareholders unless such right is waived by each Investor in writing. The aforesaid notice may be waived or a Shareholders Meeting may be called by giving a shorter notice with at least 95% (ninety five per cent.) of all the Shareholders entitled to vote at such meeting providing their written consent for such shorter notice. Subject to the Companies Act, the notice of each general meeting shall include an agenda approved by the Board 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 Shareholders Meeting, and no item or business other than as set out in the agenda shall be transacted or discussed at any Shareholders Meeting unless agreed to / approved by the Investors and the Promoters in advance. The notice shall specify the place, date and

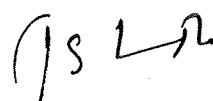


time of the meeting. All documents presented or circulated to the Shareholders in regard to a Shareholders Meeting shall be in English.

- 9.1.3 Quorum: The quorum for any Shareholders Meeting shall be at least 2 (two) Shareholders present in person or through their respective duly authorized representative(s), duly constituted proxy(s) or attorney(s), as the case may be, 1 (one) of which shall be one of the Investors and the other Promoter I, at the beginning of the meeting and throughout the meeting (unless waived by the Investors and, or, the Promoter I, as the case may be). If the quorum is not present within 30 (thirty) minutes from the time when the meeting is scheduled to begin or if during the meeting there is no longer a quorum, the meeting shall be adjourned for 2 (two) Business Days and shall be reconvened at the same place and time, or at such other day, date, place and, or, time as the Board may determine, with the same agenda.
- 9.1.4 Proxies and Authorised Representatives: Any Shareholder of the Company may appoint another Person as his proxy (and in case of a corporate Shareholder, its authorized representative) to attend a meeting and vote thereat on such Shareholder's behalf, provided that the power given to such proxy or representative must be in writing. Any Person possessing a proxy or other such written authorization with respect to any Securities shall be able to vote on such Securities, as the case may be, and participate in meetings as if such Person were a Shareholder, subject to Applicable Laws.
- 9.1.5 Chairman for Shareholders Meeting: The Chairman of Board shall be the chairman for the Shareholders Meeting. The chairman of the Shareholders Meetings shall not have any second or casting vote.
- 9.1.6 Voting: Subject to the Applicable Laws, voting on all matters to be considered at a Shareholders Meeting shall be by way of show of hands unless a poll is demanded in accordance with provisions of the Companies Act.
- 9.1.7 Decisions of the Shareholders: Subject to the provisions of this Agreement in regard to Affirmative Vote Matters, a decision shall be validly made and, or, a resolution validly passed at a Shareholders Meeting only if the requisite majority approves the relevant decision / resolution in compliance with the provisions of the Companies Act.
- 9.1.8 Electronic Participation: The Shareholders may participate and vote in the Shareholders Meeting through electronic or remote participation and voting in the manner permitted under the Companies Act, from time to time. A Shareholder may make a request for electronic or remote participation to the Board and the Board shall consider such a request favourably and provide such facility in accordance with the requirements of the Companies Act. Accordingly, subject to Applicable Laws, a reference to the presence of any Shareholder for a meeting of the Shareholders, shall include either physical presence or through video conferencing or electronic or remote means, and the process that is to be followed in regard to Board Meetings for presence and voting through video conferencing or electronic or remote means under the 2013 Act shall be followed in regard to such Shareholders Meeting.

## 10. AFFIRMATIVE VOTE MATTERS

- 10.1 Notwithstanding any other provision of this Agreement or any power conferred upon the Board by this Agreement, the Companies Act or the Constitutional Documents, with





effect from the Tranche A Closing Date, neither the Company nor any Shareholder, Director, Committee member, or any of their respective delegates or representatives shall take any decisions or actions in relation to any of the matters set forth in **Schedule 12 ("Affirmative Vote Matters")** with respect to the Company, in any meeting, forum, circular resolution or in any other manner whatsoever, without the affirmative prior written consent or approval of the Investors. It is agreed that any discussions pertaining to Affirmative Vote Matters shall necessarily be included in the agenda papers in relation to the relevant meeting in advance and shall not be taken up in a Board Meeting, meeting of any Committee or Shareholders Meeting, unless specifically agreed to, in writing, by the Investor.

- 10.2 The Parties agree that the principle set out in this Clause 10 is fundamental to the governance of the Company and each Party undertakes not to commit any act or omission that would violate this Clause 10.
- 10.3 It is clarified that any consent by the Investors in relation to any of the Affirmative Vote Matters shall apply only in relation to the particular Affirmative Vote Matters and only in the context specified in the relevant notice and shall not constitute, or be deemed to constitute in any manner, a general consent for any other Affirmative Vote Matters, or a consent for the same Affirmative Vote Matters in any other context.
- 10.4 If any other provision of this Agreement conflicts with the provisions of this Clause 10, the provisions of this Clause 10 shall prevail and be given effect.

## 11. TRANSFER OF SECURITIES

### 11.1 Restrictions on Transfer of Promoter Securities.

11.1.1 Subject to the other provisions of this Clause 11.1 the Promoters shall not, and shall ensure that all other Shareholders, if any (other than the Investor), shall not, Transfer in any way or manner, directly or indirectly, any of the Securities held by them from time to time to any Person (including a Promoter, a Third Party, Shareholder or another Party), without the prior written consent of the Investors. This restriction shall not be circumvented in any manner, including by change of ownership or Control of the Shareholder (including Promoter III), any merger, consolidation or recapitalization of the Shareholder (including Promoter III), or any Transfer or issuance of securities or ownership rights of the Shareholder (including Promoter III) and the Board shall not acknowledge, approve or register such merger, consolidation, recapitalization, Transfer or issuance.

11.1.2 After issuing a 30 (thirty) day prior written notice referred to in Clause 11.1.3:

- (i) the Promoters may, sell and Transfer Securities representing not more than 5% (five per cent.) of the Share Capital of the Company to a Third Party identified by it. For the avoidance of doubt, it is hereby clarified that the aforesaid option to sell Securities to a Third Party shall be (a) utilised by the Promoters only once, (b) at price per Security not lesser than the per share price reflected in Clause 3.3.1, and (c) subject to the rights of Investor I and Investor II under Clause 11.3. Irrespective of whether all the Promoters participated in such a sale and irrespective of the quantum of Securities sold in such a sale, this exemption shall expire immediately upon sale and Transfer of Securities by any of the

Promoters and thereafter the Promoter shall not be permitted to Transfer the Securities held by it. Notwithstanding the foregoing, the Promoters and all other Shareholders (other than the Investors) shall only be entitled to Transfer the Securities held by them subject to the right of first offer as set out in Clause 11.3 but not the tag along right in Clause 11.4; and

- (ii) the relevant Promoter may, sell and, or, Transfer Securities representing not more than 20% (twenty per cent.) of the Share Capital of the Company to Promoter I, Promoter II, their children and, or, a trust with Promoter I, Promoter II and, or, their children as the sole and exclusive beneficiaries, for the purposes of estate planning whether through a standalone transaction or through a series of transactions,

provided, however, pursuant to any of the aforesaid Transfers or otherwise, the Shareholding Percentage in the Company of (i) Promoter I or (ii) a trust with Promoter I as the sole and exclusive beneficiary during the lifetime of Promoter I, shall not reduce below 25% (twenty five per cent.) of the Share Capital.

- 11.1.3 At least 30 (thirty) days prior to the permitted transfers specified Clauses 11.1.2(i), as specified above, the Promoters shall send a written notice to the Investors stating the date on which the intended Transfer is to occur, the name and other relevant details of the Transferee / ultimate beneficiary / trustees, the number and class of Securities involved and attaching: (i) a completed and duly executed Deed of Adherence from such a transferee, and (ii) copies of all Approvals, consents and filings required to be obtained / filed under this Agreement or Applicable Laws, if any. The Company shall after the expiry of the aforesaid 30 (thirty) day period and upon being presented with the relevant documents required as per Applicable Laws, register / take on record such a Transfer of Securities.
- 11.1.4 The Promoters shall not create any Encumbrance on the Securities held by them in the Company, from time to time, whether directly or indirectly by creating an Encumbrance on the shares and securities of Promoter III or any Affiliates that are holding Securities in the Company from time to time, without the prior written consent of the Investors. As on the Execution Date, the Promoters represent and warrant that the share capital of Promoter III is wholly legally and beneficially owned by Promoter I and Promoter II and is free and clear of any and all Encumbrances.
- 11.1.5 Notwithstanding anything else contained herein the Promoters shall not, without the Investor's prior written consent, take any action, which has the effect of undermining the underlying beneficial interest in the Share Capital of the Company and, or, obligations of the Promoters under this Agreement. The Company and Promoters shall undertake all acts, deeds and omissions to prevent Transfer of any Securities in violation, breach of or non-compliance with the provisions of this Clause 11.1, and all such Transfers shall be null and *void ab initio*. Notwithstanding the generality of the foregoing, the Company shall refuse to register any Transfer or other disposition of Securities purported to be made by any Promoter or any other Shareholder in breach of any of the provisions herein contained. The Parties shall cause their nominees on the Board to cast their votes in such a manner as to ensure that the Company registers all Transfers made in accordance with this Agreement, and refuses to register a Transfer that is not in accordance with this Agreement.



## 11.2 Affiliate Transfers by Investors and restrictions on Transfer.

- 11.2.1 Notwithstanding the restrictions set forth in this Clause 11, each of the Investors may Transfer Securities held by it to its Affiliates (each a “**Permitted Investor Transferee**”) provided such Permitted Investor Transferee executes the Deed of Adherence prior to such Transfer. At least 30 (thirty) days prior to the permitted Transfer under this Clause 11.2, the Investors shall send a notice to the other Shareholders and the Company stating the date on which the intended Transfer is to occur, the name and other relevant details of the Permitted Investor Transferee, the number and class of Securities involved and attaching: (i) a completed and duly executed Deed of Adherence and (ii) copies of all Approvals, consents and filings required to be obtained / filed under this Agreement or Applicable Laws, if any. The Company shall after the expiry of the aforesaid 30 (thirty) day period and upon being presented with relevant documents required as per Applicable Laws, register / take on record such a Transfer of Securities to a Permitted Investor Transferee.
- 11.2.2 Until the occurrence of an Exit Trigger Event the Investors (i) shall only be entitled to Transfer any and, or, all the Securities held by them subject to the right of first offer as set out in Clauses 11.3; and (ii) shall not Transfer any of the Securities held by the Investors from time to time to a Person (including an Affiliate of such a Person) engaged in a Conflicting Business, without the prior written consent of the Promoters.

## 11.3 Right of First Offer.

- 11.3.1 Subject always to Clauses 11.1 and 11.2, if any Shareholder (for clarity, including the Promoters and Investors) proposes to Transfer any Securities in the Company, either directly or indirectly, to any Person (including a Third Party, Shareholder or another Party), then the other Party(s), i.e., either of the Investors or Promoters as the case may be, shall have a right of first offer in respect of such Transfer. It is hereby clarified that, notwithstanding anything to the contrary contained in this Clause 11.3, in case a Promoter is a Transferring Shareholder then none of its Affiliates and the other Promoters and their respective Affiliates shall be treated as ROFO Eligible Shareholders and such Persons shall not be entitled to exercise the right of first offer vested in terms of this Clause 11.3. It is hereby clarified that, notwithstanding anything to the contrary contained in this Clause 11.3, in case one of the Investors is a Transferring Shareholder then none of its Affiliates shall be treated as ROFO Eligible Shareholders and such Persons shall not be entitled to exercise the right of first offers vested in terms of this Clause 11.3. The process to be followed for the exercise of the right of first offer is set out in this Clause 11.3.
- 11.3.2 A Shareholder proposing to Transfer any Securities (“**Transferring Shareholder**”) to any Person (including a Third Party, Shareholder or another Party), shall first give a written notice (hereinafter referred to as “**ROFO Notice**”) to all the other Parties (hereinafter referred to as the “**ROFO Eligible Shareholders**”) specifying the number of Securities proposed to be Transferred (hereinafter referred to as the “**Transfer Securities**”) and the number and class of Securities the Transferring Shareholder owns at that time on a Fully Diluted Basis.
- 11.3.3 Within a period of 30 (thirty) days from the date of receipt of the ROFO Notice (“**ROFO Period**”), each ROFO Eligible Shareholder shall have the option to either:

- (i) serve a written notice on the Transferring Shareholder ("**Indication of Interest**") indicating whether they wish to purchase all, but not less than all, of the Transfer Securities and the price ("**Offer Price**") at which they are offering to purchase the Transfer Securities on a delivery against cash basis; or
- (ii) serve a notice on the Transferring Shareholder stating that they are not offering to purchase the Transfer Securities in full ("**Indication of Non Acceptance**").

Provided that if the ROFO Eligible Shareholders fail to deliver the Indication of Interest within the ROFO Period, they shall be deemed on the last day of such period to have served an Indication of Non Acceptance on the Transferring Shareholder.

- 11.3.4 If the ROFO Eligible Shareholders have delivered an Indication of Interest that contains an offer to purchase the Transfer Securities (including the Offer Price) and the Transferring Shareholder finds the Offer Price (as set forth in the Indication of Interest) acceptable, the Transferring Shareholder shall within 15 (fifteen) days from the date of receipt of the Indication of Interest ("**ROFO Response Period**") issue a notice ("**ROFO Acceptance Notice**") to the concerned ROFO Eligible Shareholder indicating its willingness to sell the Transfer Securities to the ROFO Eligible Shareholder who has provided the Indication of Interest. If more than 1 (one) ROFO Eligible Shareholder has provided an Indication of Interest, at the same Offer Price, the Transferring Shareholder shall issue a ROFO Acceptance Notice to each such ROFO Eligible Shareholder in regard to Transfer Securities proportionate to the *inter se* shareholding calculated on Fully Diluted Basis, of such ROFO Eligible Shareholders.
- 11.3.5 Pursuant to delivery of the ROFO Acceptance Notice to the ROFO Eligible Shareholder(s), the completion of Transfer of the Transfer Securities to the concerned ROFO Eligible Shareholder(s) shall be effected within a period of 60 (sixty) days from the date of delivery of the ROFO Acceptance Notice to the ROFO Eligible Shareholders ("**ROFO Transfer Period**"). If more than 1 (one) ROFO Eligible Shareholder has been issued a ROFO Acceptance Notice, in terms of Clause 11.3.4, the Transfer Securities shall be Transferred to the ROFO Eligible Shareholders in the proportion determined on the basis of their *inter se* shareholding calculated on Fully Diluted Basis and as specified in the respective ROFO Acceptance Notice.
- 11.3.6 If completion of the sale and Transfer of Transfer Securities to the concerned ROFO Eligible Shareholder does not take place within the ROFO Transfer Period, the provisions of Clause 11.3 shall once again apply to the Transfer Securities.
- 11.3.7 Where any ROFO Eligible Shareholder requires prior legal, governmental, regulatory or its shareholders' consent for acquiring the Transfer Securities pursuant to this Agreement, then, notwithstanding any other provision of this Agreement, such ROFO Eligible Shareholder shall only be obliged to acquire the Transfer Securities once such consent or Approval is obtained, and the ROFO Transfer Period shall automatically stand extended beyond the aforesaid 60 (sixty) day period. The Parties shall use their reasonable endeavours to obtain any such required Approvals.
- 11.3.8 Upon occurrence of an Exit Trigger Event, notwithstanding anything to the contrary contained in this Clause 11.3 and other provisions of this Agreement, the Investors shall not be obligated to provide a right of first offer to the Promoters or any other Person in

terms of this Clause 11.3 and the Investors shall be free to Transfer the Securities held by them in the Company to any Person as they may deem fit.

**11.4 Tag Along Right of the Investor.**

- 11.4.1 Subject to Clause 11.4.2, if no ROFO Acceptance Notice is issued by the Transferring Shareholder within the ROFO Response Period or if the ROFO Eligible Shareholder delivers or is deemed to have delivered an Indication of Non Acceptance on the Transferring Shareholder under Clause 11.3, the Transferring Shareholder shall be permitted to Transfer the Transfer Securities to any Person at a price equal to or higher than the Offer Price within a period of 90 (ninety) days from the expiry of the ROFO Period, failing which any subsequent Transfer of the Transfer Securities shall again be subject to the provisions of Clause 11.3.
- 11.4.2 In case the Transferring Shareholder is a Promoter ("**Transferring Promoter**") and such a Transferring Promoter has identified a Person for sale and Transfer of the Transfer Securities then such a Transferring Promoter shall simultaneous with the ROFO Notice, issue a written notice to each of the Investors ("**Tag Request Notice**") requesting it to confirm if it wishes to exercise its right under this Clause 11.4 ("**Tag Right**") to sell in proportion to their Shareholding Percentage in the Company except in case the Transfer by the Transferring Promoter results in a change in Control in which case the Investor can sell up to all the Securities held by such Investor, in the proposed Transfer by the Transferring Promoter at the same price per Security (which shall not be less than the Offer Price) and on the same terms on which the Transferring Promoter proposes to Transfer the Transfer Securities. The Tag Request Notice shall clearly state the details of the proposed transferee, the price per Transfer Security (which shall not be less than the Offer Price) and the other relevant terms and conditions on which the Transferring Promoter proposes to Transfer the Transfer Securities.
- 11.4.3 Unless an Investor has responded with a ROFO Acceptance Notice, if an Investor desires to exercise its Tag Right, it shall within, 30 (thirty) days following receipt of the Tag Request Notice ("**Tag Response Period**") exercise its Tag Right by giving the Transferring Promoter a written notice ("**Tag Exercise Notice**") to that effect, specifying the number of Securities held by it with respect to which it has elected to exercise its Tag Right ("**Tag Securities**") and upon giving such Tag Exercise Notice, each Investor shall be deemed to have effectively exercised its Tag Right.
- 11.4.4 In the event an Investor decides to exercise the Tag Right, the Transferring Promoter shall cause the proposed transferee to purchase from the relevant Investor, the Tag Securities at the same price per Security at which the Transfer Securities are being purchased from the Transferring Promoter. The relevant Investor shall not be required to make any representation, provide any covenants or undertakings, grant any indemnifications or incur any obligations to the proposed transferee or any other Person (other than representations and indemnities on the clear title of the Tag Securities, or relating to authority to effect such transfer or Tax related representations relating to the sale of the Tag Securities held by such an Investor). The Transferring Promoter shall ensure that all of the terms of the proposed Transfer offered by the proposed transferee are also offered to the Investors exercising their respective Tag Right for the same consideration.

11.4.5 If for any reason, the proposed transferee acquiring the Transfer Securities hereunder is unable to or refuses to acquire the Tag Securities in respect of which an Investor has exercised its Tag Right (or any part thereof) within 90 (ninety) days from the expiry of the ROFO Period (or such other period as may be agreed in writing between the Investors, Transferring Promoter and proposed transferee), then the Transferring Promoter shall not be entitled to Transfer any of the Transfer Securities held by it to such a proposed transferee, and the provisions of Clauses 11.3 and 11.4 shall once again apply to the Transfer Securities.

#### 11.5 Void Transfers.

The Shareholders shall not, make a sale or Transfer of their shareholding other than in the manner as set out in Clauses 11.1 to 11.4 and if purported to be made, such sale or Transfer shall be *void ab initio* and shall not be binding on the Company and shall be deemed to be a material breach of the terms of this Agreement. Additionally, all such sales or Transfers shall be subject to the transferee, whether an Affiliate of the Promoter or Investors or a Third Party, executing the Deed of Adherence.

#### 11.6 Investor Securities.

Subject to Clause 11.2, 11.3 and 11.5, all Securities of the Company acquired or held by each of the Investors from time to time and rights, subject to Clause 20.9, of the Investors attached thereto or detailed hereunder shall be freely transferable and assignable by the Investors and their successors in interest to their Affiliates and to Third Parties and such Affiliates or Third Parties shall be subject to the conditions and restrictions on the relevant Investors under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, upon occurrence of an Exit Trigger Event, the restrictions / conditions set out in Clauses 11.3 shall fall away insofar as the Investors are concerned and the Investors shall not be obligated to provide a right of first offer to the Promoters or any other Person in terms of Clause 11.3 and each Investor shall be free to Transfer the Securities held by them in the Company to any Person as it may deem fit.

### 12. EXIT RIGHTS

#### 12.1 IPO.

12.1.1 The Company shall, and the Promoters shall ensure that the Company shall, consummate an IPO involving all of the Securities held by the Investors in the Company at any time after 36 (thirty six months) but in any event before 48 (forty eight) months from the Tranche A Closing Date. For the purposes of this Agreement, an "IPO" means a firm underwritten initial public offering of the Equity Shares or such other Securities (including depository receipts) as may be agreed to by the Investors in writing, either domestic or overseas, of the Company and consequent listing of the Securities of the Company on domestic or internationally recognised stock exchanges, either:

- (i) through a public issue of fresh Securities, or
- (ii) an offer of existing Securities by some or all the Shareholders (an "Offer of Existing Securities"); or

- (iii) a combination of (i) and (ii).

Provided that the Parties may mutually agree in good faith to extend the aforementioned time periods on account of any delays attributable to regulatory requirements under Applicable Laws.

12.1.2 The Board shall decide on the following matters:

- (i) the price, and other terms and conditions of the IPO;
- (ii) the timing of the IPO;
- (iii) the stock exchanges on which the Securities are to be listed;
- (iv) the firm of independent merchant banker(s), manager(s), arranger(s) of the IPO, who shall advise the Company on matters relating to such IPO, including but not limited to matters set out under (i) and (ii) above; and
- (v) any other matters related to the IPO,


with the consent of the Investors in the manner stated under Clause 10 in respect of each of the aforementioned matters, and subject to such statutory guidelines as may be in force.

12.1.3 In the event of the IPO which entails an Offer of Existing Securities, each Investor shall have the right (but not the obligation) to offer any or all of its Securities for sale in the IPO, in priority to any other Shareholders of the Company, including the Promoters. In the event that further Securities are required to be offered by way of such Offer of Existing Securities under Applicable Laws, or if the Investors do not offer sufficient Securities as are required to be offered in terms of Applicable Laws, the Investors and Promoters shall offer such number of Securities that are in proportion to their Shareholding Percentage.

12.1.4 The Promoters hereby agree to vote in favour of and to do all acts and deeds necessary for effecting the IPO. The Promoters agree that, in the event of an IPO, they shall offer such number of their Securities for a lock-in as may be required to meet the minimum promoter contribution or similar lock-in requirements under Applicable Laws. The Investors shall not be required to call themselves and the Company shall not refer to any of the Investors as "founder" or "promoter" in the offer documents, nor shall be required to offer any of the Securities held by the Investors for such lock-in.

12.1.5 All fees and expenses (including payment of all costs relating to the listing and sponsorship, underwriting fees, listing fees, merchant bankers fees, bankers fees, brokerage, commission, reasonable legal fees of the Investors and any other costs that may be incurred due to the changes to Applicable Laws for the time being in force) required to be paid in respect of the IPO, shall be borne and paid by the Company and all intermediaries, agents and managers shall be appointed by the Company in consultation with the Investors.

12.1.6 The Company shall indemnify the Investors to the maximum extent permitted under Applicable Laws, against any loss, claim, damage, liability (including reasonable attorneys' fees), cost or expense arising out of or relating to any misstatements and



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omissions of the Company in any registration statement, offering document or preliminary offering document, and like violations of Applicable Laws by the Company or any other error or omission of the Company in connection with a public offering hereunder, other than with respect to information provided by the Investors, in writing, expressly for inclusion therein.

## 12.2 Exit Trade Sale.

12.2.1 The Company shall, and the Promoters shall ensure that the Company shall, consummate an Exit Trade Sale involving all of the Securities held by the Investors in the Company at any time after the date that is 48 (forty eight) months from the Tranche A Closing Date in the event that the IPO is not consummated by such date.

Provided that the Parties may mutually agree in good faith to extend the aforementioned time periods on account of any delays attributable to regulatory requirements under Applicable Laws.

12.2.2 The Board shall, with the consent of the Investors in the manner stated under Clause 10, and subject to such statutory guidelines as may be in force, decide on:

- (i) the nature of the Exit Trade Sale;
- (ii) the identity of the purchaser (as applicable);
- (iii) the price or valuation; and
- (iv) all other matters related to the Exit Trade Sale.

12.2.3 Any such Exit Trade Sale shall be subject to the approval of the Investors.

12.2.4 The Promoters and the Investors hereby agree to vote in favour of and to do all acts and deeds necessary for effecting the Exit Trade Sale.

12.2.5 All fees and expenses (including *inter alia* payment of all costs relating to merchant bankers fees, bankers fees, brokerage, commission, reasonable legal fees of the Investors and any other costs that may be incurred due to the changes to Applicable Law for the time being in force) required to be paid in respect of the Exit Trade Sale, shall be borne and paid by the Company and all intermediaries, agents and managers shall be appointed by the Company in consultation with the Investors.

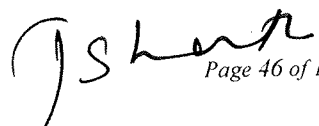
## 12.3 Strategic Sale Right of the Investor.

12.3.1 In case the Company does not successfully consummate an IPO in the manner contemplated in Clause 12.1 before the expiry of 48 (forty eight) months from the Tranche A Closing Date and, or if the Exit Trade Sale is not consummated within 54 (fifty four) months from the Tranche A Closing Date, in each case for any reason whatsoever including due to the Investors not approving the IPO and, or, the Exit Trade Sale in terms of Clause 10 (“**Exit Trigger Event**”), then the Investors shall have the right, but not an obligation, exercisable jointly in accordance with this Clause 12.3.1 to sell the Securities held by such Investors in the Company to any Person (“**Strategic Transferee**”) and to require all or any of the Promoters to immediately sell all or any part of their respective Securities to the Strategic Transferee on terms and conditions,



no less favourable to the Promoters than those offered to the Investors by the Strategic Transferee ("**Strategic Sale Right**"). In consideration of the mutual covenants of the Parties contained in this Agreement, the Promoters hereby irrevocably grant the Investors an option to exercise the aforesaid Strategic Sale Right and to negotiate the terms and conditions for sale of the Strategic Sale Securities to the Strategic Transferee, including the price at which the Strategic Sale Securities shall be purchased by such a Strategic Transferee. Provided that pursuant to exercise of such Strategic Sale Right, the Investors should have divested all the Securities held by them in the Company.

- 12.3.2 In the event the Investors elect to exercise their Strategic Sale Right, they shall deliver a written notice of such election to the Promoters (a "**Strategic Sale Exercise Notice**"). The Strategic Sale Exercise Notice shall specify: (i) the name and address and identity of the Strategic Transferee, (ii) the number of Securities that the Promoters shall be required to sell to the Strategic Transferee ("**Strategic Sale Securities**"), and (iii) the amount in cash of the proposed consideration for such sale. The Strategic Sale Exercise Notice shall be irrevocable and shall constitute a binding agreement by the Promoters to sell and Transfer the Strategic Sale Securities to the Strategic Transferee without the requirement of any further acceptance or acknowledgement of the Strategic Sale Exercise Notice by the Promoters.
- 12.3.3 Within 30 (thirty) days of the receipt of the Strategic Sale Exercise Notice or such other date as may be specified in the Strategic Sale Exercise Notice ("**Strategic Sale Closing Date**"), the Promoters shall take all steps necessary to give effect to the provisions of this Clause 12.3 and to the Strategic Sale Right of the Investors. The Company and the Promoters shall take all necessary and desirable actions in connection with the consummation of the transactions contemplated in this Clause 12.3, including passing of all necessary resolutions and obtaining all necessary consents to give effect to the Strategic Sale Right, the timely execution and delivery of such agreements and instruments and other actions reasonably necessary to cooperate with the Strategic Transferee, to provide such access and information as may be requested by the Strategic Transferee, participate in meetings with the Strategic Transferee, permit the Strategic Transferee to conduct a due diligence on the Company, and to provide the representations, warranties, indemnities, covenants, and other provisions and agreements customary to such sale. The Parties agree and acknowledge that the Investors shall not be required to make any representations and, or, provide indemnities in connection with the Securities that are transferred by the Promoters to the Strategic Transferee.
- 12.3.4 The closing of any purchase of the Strategic Sale Securities by the Strategic Transferee from the Promoters shall take place on the Strategic Sale Closing Date and simultaneous with the closing of the purchase of Securities by the Strategic Transferee from the Investors. On the Strategic Sale Closing Date, the Promoters shall deliver all documents and instruments as may be required in accordance with the Applicable Laws to effect a Transfer of the Strategic Sale Securities free from and clear of any or all Encumbrances, including duly executed transfer instructions to the relevant depository participant, as applicable. The Strategic Sale Securities that are to be sold pursuant to the Strategic Sale Right shall be free and clear of any Encumbrance.
- 12.3.5 The Strategic Transferee purchasing the Strategic Sale Securities shall make payment in full for the Strategic Sale Securities to the relevant bank accounts of the Promoters, the details of which shall be intimated in writing by the Promoters to the Investors. On



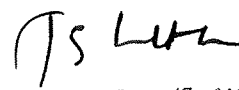

the Strategic Sale Closing Date, all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the sale and transfer of the Securities held by the Investors and the Strategic Sale Securities to the Strategic Sale Transferee.

- 12.3.6 If the Promoters do not, on the Strategic Sale Closing Date provide duly executed transfer instructions in accordance with the requirements of Applicable Laws to the relevant depository participant, in regard to all the Strategic Sale Securities, the Promoters shall be deemed to have irrevocably authorized any Person nominated by the Investors to be the Promoters' agent and attorney to execute all necessary sale and Transfer(s) documents on their behalf and against receipt by the Company (on trust for the Promoters) and in accordance with the requirements of this Clause 12.3 and deliver such documents to the Strategic Transferee and the Directors shall forthwith register the Strategic Transferee as the holder thereof. After the Strategic Transferee has been registered as the holder, the validity of such proceedings shall not be questioned by the Promoters or any Person.
- 12.3.7 On the Strategic Sale Closing Date, the Investors shall cause each of the Directors nominated by them to resign from the Board, and the Promoters shall cause such number of Directors nominated by them to resign from the Board, such that the Strategic Sale Transferee gets the right to nominate a majority of Directors on the Board with immediate effect. Provided that, if required by the Strategic Transferee, the Promoters shall ensure that Promoter I is retained in his present position in the management of the Company for a reasonable transition period as determined by such Strategic Transferee pursuant to such Strategic Sale.
- 12.3.8 If the Strategic Transferee refuses to consummate the transaction contemplated by this Clause 12.3 then the Investors and the Promoters shall not have any liability whatsoever in regard to such a Strategic Transferee, and such failure shall not preclude the right of the Investors to exercise their Strategic Sale Right at a future date.
- 12.3.9 Upon occurrence of an Exit Trigger Event, without prejudice to the right of the Investors to explore options to exercise their Strategic Sale Right, the Promoters shall have the obligation to identify prospective Strategic Transferee(s) and procure non-binding offers from such Persons and present it to the Investors to facilitate the Strategic Sale Right of the Investors. The Investors shall have the sole discretion to accept or reject such offers procured by the Promoters and if the Investors reject any of the offers procured by the Promoters then the obligation of the Promoters to continue to explore and identify other Strategic Transferee(s) shall continue and shall not fall away or stand diluted in any manner.

#### 12.4 Sharing of Investor Excess.

12.4.1 If an Investor:

- (i) prior to an IPO being undertaken in terms of Clause 12.1, receives from the sale of all (but not less than all) Securities held by such an Investor in the Company, pursuant to any sale (except an Exit Trade Sale undertaken in terms of Clause 12.2 or exercise of Strategic Sale Right in terms of Clause 12.3), an amount which exceeds 24.5% (twenty four and half per cent.) IRR on the aggregate



amount of the investment (both primary or secondary investments) made by such an Investor in the Company;

- (ii) receives from the sale of all (but not less than all) Securities held by such an Investor in the Company, pursuant to an Exit Trade Sale undertaken in terms of Clause 12.2 or exercise of Strategic Sale Right in terms of Clause 12.3, an amount which exceeds 24.5% (twenty four and half per cent.) IRR on the aggregate amount of the investment (both primary or secondary investments) made by such an Investor in the Company; or
- (iii) pursuant to an IPO undertaken in terms of Clause 12.1, achieves liquidity in regard to all the Securities held by it in the Company as on such date, and the price realised for the relevant Securities of the Company in such an IPO is such that the Investor, assuming a sale of all the relevant Securities held by the Investor in the Company as on the date of consummation of the IPO, shall be deemed to have received an amount which exceeds 24.5% (twenty four and half per cent.) IRR on the aggregate amount of the investment (both primary or secondary investments) made by the Investor in the Company,


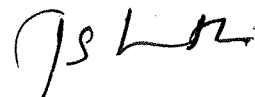
the excess amount beyond 24.5% (twenty four and half per cent.) IRR on the aggregate amount of investment made by the Investor in the Company, actually received or deemed to have been received, as the case may be, being the “Investor Excess”, shall be shared between the Promoters and the relevant Investor in the ratio 50:50.

12.4.2 If an Investor, prior to an IPO being undertaken in terms of Clause 12.1, receives from the sale of a part (and not all) of the Securities held by such an Investor in the Company, an amount which exceeds 24.5% (twenty four and half per cent.) IRR on the aggregate amount of the investment (both primary or secondary investments) made by such an Investor in the Company, then the Investor Excess shall be shared between the Promoters and the relevant Investor in the ratio 50:50. Further, in any subsequent sale of Securities held by such an Investor or upon an IPO being undertaken in terms of Clause 12.1, the relevant Investor shall again share Investor Excess arising as a consequence of such actions with the Promoter in the ratio 50:50 and in the manner set out in Clauses 12.4.1 or 12.4.2, as case may be, and for calculating the IRR for the purposes of such subsequent sharing of Investor Excess, the Investor Excess already shared with the Promoters shall be taken into account.

12.4.3 In the event the Investors and Promoter I mutually agree that the Exit Trade Sale or the Strategic Sale Right is to be exercised by the Investors by way of sale of a part (and not all) of the Securities held by the Investors in the Company, then Investor Excess shall be shared between the Promoters and the Investors in accordance with the principles set forth in Clause 12.4.2.

12.4.4 The obligations of the Investors under this Clause 12.4 shall be subject to, and shall be implemented in accordance with, Applicable Laws as in effect on the date of sharing of such Investor Excess.

12.4.5 The Parties shall, within 6 (months) of the Tranche A Closing Date, agree to a tax and costs efficient mechanism to share the Investor Excess on the basis of this Clause 12.4, including the nature of the instruments that are to be issued to the Promoters in the Company for sharing the Investor Excess.



12.4.6 All Taxes arising out of, or in relation to receipt by the Promoters of their proportion of the Investor Excess, shall be borne and payable by the respective Promoter. The Investors shall not have any liability in relation to the Taxes payable by the Promoters in respect of the Investor Excess, and the Promoters jointly and severally hereby agree to indemnify and save harmless the Investors and their respective Affiliates and its respective officers, directors, employees and agents against any and all such Taxes.

12.4.7 The Parties shall make all reasonable efforts to give effect to the provisions of this Clause 12.4.

12.4.8 This Clause 12.4 shall survive automatic termination of this Agreement in terms of Clause 17.1.2 to the limited extent that any share of the Investor Excess is due to the Promoters in terms of this Clause 12.4.

12.4.9 The rights of the Promoter in this Clause 12.4 to receive a share of the Investor Excess shall not be available in case of Transfer of any and all Securities by the Investor to any of Affiliates; provided, however, such Affiliates shall be obligated to comply with the obligation to share Investor Excess in terms of this Clause 12.4 in case they sell and Transfer the Securities held by them in the Company to a Third Party who is not an Affiliate.

12.5 Notwithstanding anything to the contrary contained herein, any exit provided to the Investor pursuant to this Clause 12 that entails sale of the Securities held by the Investor should necessarily require payment of consideration for such Securities in cash, unless otherwise agreed by the Investors in writing.

### 13. INFORMATION RIGHTS AND INSPECTION

#### 13.1 Information Rights.

13.1.1 So long as the Investors, along with their Affiliates, holds any Securities in the Company, the Company shall provide to the Investors and Permitted Recipients:

- (i) monthly information statements in a format prescribed by the Investors pursuant to discussions with the Promoters, containing such information as is required to understand the business (including details of significant events impacting or expected to impact the Company), by not later than 20 (twenty) days following the end of the month to which they relate;
- (ii) un-audited quarterly financial statements, within 30 (thirty) days from the end of the period to which they relate, duly certified by the managing director and chief financial officer (if any) as having been prepared in accordance with Accounting Standards;
- (iii) un-audited half-yearly financial statements, within 45 (forty five) days from the end of the period to which they relate, duly certified by the managing director and chief financial officer (if any) as having been prepared in accordance with Accounting Standards;
- (iv) annual audited financial statements, within 90 (ninety) days from the end of the period to which they relate, duly certified by the Promoters and chief financial

officer (if any) as having been prepared in accordance with Accounting Standards;

- (v) a copy of the auditors' report, within 120 (one hundred and twenty) days from the end of the period to which it relates;
- (vi) minutes of all Board Meetings, Shareholders Meetings and any meetings of the Committees, as soon as practicable, and in any case within 15 (fifteen) days of the date of the relevant meeting; and
- (vii) projection of any debt and equity requirements for each of the next (two) financial quarters, as soon as practicable.

13.1.2 The Financial Statements delivered under this Clause 13.1 shall at least include a balance sheet, a statement of profit or loss, and a statement of cash flows for the relevant period and shall be prepared in English in accordance with Accounting Standards consistently applied with past practice for prior periods.

13.1.3 All information and documents to be provided by the Company under this Clause 13.1 shall be prepared and provided in English.

### 13.2 **Right of Inspection.**

13.2.1 So long as the Investors, along with their Affiliates, holds any Securities in the Company, the Investors shall, by giving a notice of at least 7 (seven) days, be entitled to carry out inspection of site, stores, accounts, documents, records, premises, and equipment and all other Assets of the Company during normal working hours through its authorized representatives and, or, agents at its own cost, and the Company shall use reasonable efforts to provide such information, data, documents, evidence as may be required for the purpose of and in the course of such inspection in connection therewith. The Investors shall have the right to make copies of, all books of account, records, including the corporate and the financial records, audited accounts and management accounts. The Company shall provide all possible assistance to the Investors or their respective authorised representatives (including legal advisors, accountants and other professional advisors) in this regard. In the event that any concerns are raised pursuant to such inspection and audit, the Company shall address and resolve such concerns promptly to the satisfaction of the relevant Party. The Investors shall also be entitled to consult and discuss matters concerning the Company or its business with the Directors, Key Managerial Personnel, employees, statutory auditors, accounting advisors and legal advisers of the Company. It shall be the responsibility of the Promoters to ensure that the obligations under this Clause 13.2 are given full effect. The reasonable costs of any such inspection including appointment of any auditors for this purpose shall be borne by the Company.

13.2.2 The Investors shall be entitled to standard information, inspection and visitation rights, in compliance with the requirements of Applicable Laws.

13.2.3 All inspection, auditing or other activities conducted by a Shareholder, pursuant to this Clause 13.2 shall be conducted in a manner so as not to interfere unreasonably with the conduct of the business of the Company.

## 14. OTHER COVENANTS

### 14.1 Protective Covenant.

14.1.1 The Promoters agree that they shall not, and shall ensure that their Affiliates and Associates do not (except, where relevant, through the Company and its Subsidiaries), directly or indirectly,:

- (i) set up, solicit business on behalf of, render any services to, engage in, guarantee any obligations of, extend credit to or have any ownership interests, in any Conflicting Business. For the purposes of this Agreement "**Conflicting Business**" means the business of providing facilities management services, production support services, staffing solutions and other business support services that, directly competes with the business of the Company as carried on from time to time;
- (ii) assume any Role in any Person engaged in, or proposed to be engaged in, any Conflicting Business;
- (iii) solicit and render services to or for, or accept from, anyone who is a client or customer of the Company (whether present or future), any Conflicting Business, or persuade or attempt in any manner to persuade any client or customer of the Company to cease to do business or to reduce the amount of business which any such client or customer has customarily done or is reasonably expected to do with the Company;
- (iv) interfere or seek to interfere or take such steps as may interfere with the continuance of supplies to the Company (or the terms relating to such supplies) from any suppliers who have been supplying goods or services to the Company; and
- (v) employ as an employee or retain as a consultant any Person (including an individual, firm, corporation or other form of entity) who is then, or at any time during the 6 (six) month period prior to the date of the purported solicitation, was an employee of, or exclusive consultant to the Company, or persuade or attempt to persuade any employee of, or exclusive consultant to, the Company, to leave the employment of the Company or to become employed as an employee or retained as a consultant by any other Person.

14.1.2 Notwithstanding anything to the contrary contained in the Transaction Documents and without prejudice to restrictions contained in Clause 14.1.1, the Promoters shall not, individually or together, at any time, have any Role or have any interest, directly or indirectly, in any Persons / businesses, irrespective of the nature of the business / operations ("**Interested Entities**") which is not in compliance with this Clause 14.1. As on the Execution Date, the Interested Entities are set forth in **Schedule 9**. As and when a Promoter acquires / assumes any Role / interest in any new Person / business, the relevant Promoter shall issue a written intimation to the Investors and upon a Promoter acquiring / assuming such a Role / interest in the manner aforesaid, the relevant Person / Business shall be treated as an Interested Entity for the purposes of this Agreement. Further, each Promoter shall, as and when it ceases to have any Role / interest in any Interested Entity issue a written intimation to the Investors as soon as

practicable. As and when a Promoter acquires / assumes any additional Role / interest or enhancing its shareholding or interest in any Interested Entity, the relevant Promoter shall issue a written intimation to the Investors.

14.1.3 Notwithstanding anything to the contrary contained herein, the restrictions contained in this Clause 14 shall not be circumvented by the Promoters indirectly including through its Affiliates, Associates or any other Person.

14.1.4 The restrictions contained in Clause 14.1.1 shall not apply to any financial / passive investments made by the Promoters subject to the Promoters having sought the prior written consent of the Investor for any investment exceeding INR 25,00,00,000 (Indian Rupees twenty five crores). Provided that for any financial / passive investment made by the Promoters not exceeding INR 25,00,00,000 (Indian Rupees twenty five crores), the Promoters shall intimate the Investors immediately after having made such investment.

14.1.5 The Parties acknowledge that (i) the type and periods of restriction imposed in the provisions of this Clause 14.1 are fair and reasonable and are reasonably required in order to protect and maintain the legitimate business interests and the goodwill associated with the business carried on by the Company; and (ii) the time, scope and other provisions of this Clause 14.1 have been specifically negotiated by parties and have been agreed to, in light of the investments made by the Investors in the Company, either directly or indirectly.

14.1.6 If any of the restraints contained in this Clause 14.1 or any part thereof, is held to be unenforceable in a jurisdiction by reason of it extending for too great a period of time, or by reason of it being too extensive in any other respect, the Parties agree for only that particular jurisdiction that (i) such restraint shall be interpreted to extend only over the maximum period of time, geographic area or extent to which it may be enforceable, as determined by the court or arbitration panel making such determination, and (ii) in its reduced form, such restraint shall then be enforceable. Each of the restraints and agreements contained in this Clause 14.1 (collectively, the "**Protective Covenants**") is separate, distinct, and severable.

14.1.7 The unenforceability of any portion of the Protective Covenant shall not affect the validity or enforceability of any other portion of the Protective Covenant or any other provision or provisions of this Agreement.

14.1.8 The Promoters undertake that:

- (i) Promoter I shall devote all of his time, energy and efforts to the activities of Company and the promotion of the Business.
- (ii) except with the prior written consent of the Investors, all new projects and businesses relating to the Conflicting Business, shall only be undertaken by the Company, and not through any other Affiliates or Associates of any of the Promoters or the Company or through the Relatives of Promoter I and Promoter II. Provided that the security business that is currently being carried on through Best Security Services Private Limited can be carried on by such an entity subject to the preceding portion of this Clause 14.1.8(ii).

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- (iii) all opportunities for new projects and businesses relating to the Conflicting Business that are developed or sourced by, or offered to, the Promoters shall be referred exclusively to the Company.

## 14.2 Conduct of Business.

14.2.1 The Company and the Promoters hereby agree and undertake, and agree to cause the Company, Promoters and their respective Affiliates (present or future) to agree and undertake, that:

- (i) the Company and its Subsidiaries shall devise and implement appropriate mechanisms and reporting systems to ensure:
  - (a) compliance with all Applicable Laws and Accounting Standards, including requisite corporate governance practices; and
  - (b) that all agreements, dealings and arrangements with any of the Shareholders, their Affiliates or other Related Parties and other transactions with a Related Party are on an arm's length basis with full disclosures to the Board;
- (ii) the Company and its Subsidiaries shall conduct its business in accordance with all Applicable Laws, terms and conditions of the Transaction Documents, the Constitutional Documents and the Business Plan;
- (iii) they and, or, their Affiliates shall not engage, by themselves directly or by authorizing any Person to do so, in any offering, giving, receiving, or soliciting, any money, gifts, gratifications or any other thing of value to any Government Official or any other Person, that will amount to a violation of the U.S. Foreign Corrupt Practices Act; 15 U.S.C. §78dd-1, et seq. as amended (the "FCPA"), and the Prevention of Money Laundering Act, 2002 ("PMLA") and other equivalent laws applicable to the Company, Promoters, their respective Affiliates and, or, any Persons authorized by them, notwithstanding the applicability or non-applicability of the FCPA and, or, the PMLA to the Company, Promoters, their respective Affiliates and, or, any Persons authorized by them, in relation to such conduct;
- (iv) they shall not and further undertake to ensure that their respective directors, officers, representatives, employees, advisors and agents do not, make any offer, payment, promise to pay or authorize the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any government official (including without limitation, any tax or customs official, any employee of a government owned or controlled company, or of a public international organization, or any person acting in an official capacity on behalf of a government, government owned or controlled company, or public international organization), or to any arbitration tribunal, or to any political party or an employee of any political party, domestic or foreign (or official thereof) ("Government Official") or to any other Person who was or is in a position to help or hinder the business of the Company, the Promoter and, or, their respective Affiliates: (a) with the intent or purpose of influencing such Government Official or other Person in his official capacity, inducing such

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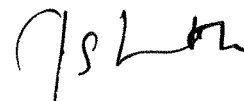


Government Official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage; (b) inducing such Government Official to use his influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality; (c) that would cause the Company, the Promoters and, or, their respective Affiliates and their respective directors, and employees to violate or be in violation of any applicable laws (including without limitation the FCPA, as amended from time to time, notwithstanding the applicability of the FCPA and, or, the PMLA to the Company, Promoters, their respective Affiliates and, or, any Persons authorized by them, in relation to such conduct) or subject it or them to damages or penalties in a civil or criminal proceeding; or (d) that could reasonably be expected to have a Material Adverse Effect, if not discontinued;

- (v) the Company, the Promoters and their respective Affiliates shall comply with the FCPA policy, as adopted by the Board, effective from the Tranche A Closing Date;
- (vi) each of the Company, the Promoters and their respective Affiliates are: (a) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Office of Foreign Assets Control, Department of the Treasury (“OFAC”) and, or, on any other similar list maintained by OFAC or any other U.S. governmental agency pursuant to any authorising statute, Order or regulation, and (b) not a person or entity with whom a citizen of the United States of America is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or order of the President of the United States of America;
- (vii) they and their Affiliates and their respective directors, officers, representatives, employees, advisors and agents have not provided or collected funds with the intention that they be used, or in the knowledge that they are to be used, in order to carry out terrorist acts or support any terrorist organization;
- (viii) the Company, the Promoters and their respective Affiliates (as applicable) shall issue to the Investors, a certificate on an annual basis, in a form and substance satisfactory to Investor II, certifying compliance with the provisions of this Clause 14.2; and
- (ix) the Company, its Subsidiaries and Promoter III shall adopt at the meetings of their respective Board of Directors and implement all compliance related policies and procedures in relation to matters set out in this clause, as the Investors may deem necessary from time to time.

14.2.2 The Company and the Promoters hereby agree and undertake:

- (i) to cause the Company, the Promoters and their respective Affiliates and each of their respective officers, directors and employees (individually and collectively, a “**Company Representative**”) to: (a) engage only in lawful practices in commercial operations and in relation to Governmental Authorities or Government Official; (b) not make any bribe, rebate, payoff, influence payment, or any other payment that would be unlawful under any applicable Anti-



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Corruption Legislation and Anti-Corruption Guidelines provided at **Schedule 10**;

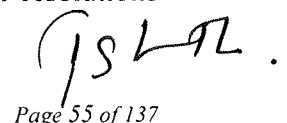
- (ii) that they shall not engage in (or authorize or permit any of their Affiliates or any other Person acting on its behalf to engage in), any Sanctionable Practice with respect to any transaction contemplated in the Transaction Documents or otherwise;
- (iii) that they shall not make or hold any investments in any entity that (a) is sanctioned pursuant to United Nations Security Council resolutions issued under Chapter VII of the United Nations Charter; (b) is on the World Bank Listing of Ineligible Firms and Individuals or (c) has been convicted, indicted or subjected to any similar criminal sanction, by any court or governmental body of competent jurisdiction, for engaging in money laundering or financing of terrorism or any Sanctionable Practice;
- (iv) that upon being notified by the Investors of their concern that there has been a violation of the Clauses 14.2.2(i) to (iii), the United Nations Security Council Resolutions, and, or, any Sanctionable Practices in relation to the foregoing, the Company shall cooperate in good faith with the Investors and its representatives in determining whether such a violation has occurred, and shall respond promptly and in reasonable detail to any notice from the Investors, and shall furnish documentary support for such response upon such request;
- (v) that the Promoters shall not Transfer, and the Company shall not permit the Transfer of, any of their interests in the Company to any person or entities (a) named on lists promulgated from time to time by the United Nations Security Council or its committees pursuant to any resolution issued under Chapter VII of the United Nations Charter; (b) named on the World Bank Listing of Ineligible Firms and Individuals (see [www.worldbank.org/debarr](http://www.worldbank.org/debarr) or any successor website or location); and, or, (c) convicted, or subjected to any similar criminal sanction, by any court or governmental body of competent jurisdiction, for engaging in money laundering or financing of terrorism or any Sanctionable Practice, or in each case, to any successor in interest or ultimate beneficial owner thereof; and
- (vi) that on becoming aware of any violation of the Integrity Requirements, they shall promptly notify the Investors.

#### 14.3 **Distribution of Profits.**

The Board shall determine the amount and the time of distribution of dividends in accordance with the Dividend Policy. The Parties agree that the profits of the Company, as and when distributed, shall be distributed to the Shareholders as per their Shareholding Percentage.

#### 14.4 **Further Assurance.**

The Company and the Promoters agree that they shall undertake all necessary reasonable actions to implement the provisions of this Agreement including convening all meetings and giving of all waivers and consents and passing of all resolutions



required to ensure that the Promoters, the Director(s) appointed by them (and any alternate Directors) and the Company gives effect to the terms of the Transaction Documents. The Company and the Promoters hereby agree and undertake that they shall without further consideration, execute and deliver, or cause to be executed and delivered to the Investors, in addition to those required by this Agreement, such consents and other instruments, as may be required in terms of Applicable Laws, or as may be necessary or desirable to implement any provision of this Agreement, including the issue and allotment or transfer (as the case may be) of the Investor Shares. In the event of any conflict, ambiguity or discrepancy between the provisions of this Agreement and the Constitutional Documents, the Parties shall ensure that the Constitutional Documents are amended, to the extent necessary, to remove such conflict, ambiguity or discrepancy

#### 14.5 **Key Managerial Personnel.**

14.5.1 Key Managerial Personnel shall be appointed by the Board from time to time in accordance with the requirements of Applicable Laws and the Company shall ensure that the position of chief executive officer, chief financial officer/ vice-president (finance) and business development head of the Company is not vacant for longer than a period of 60 (sixty) days at any point in time. The Persons including the Key Managerial Personnel so appointed by the Board from time to time including Mr. Raghunandana Tangirala, along with the executive directors of the Company, if any, shall hereinafter be referred to as the “**Management**”.

14.5.2 The Management shall be responsible for the day-to-day management of the Company and shall directly report to the Board. The Management shall operate within the authority specifically approved and granted by the Board and shall exercise such powers as may be delegated to them by the Board subject to its overall control, direction and supervision. The Management shall report to the Board in such manner as may be determined by the Board from time to time.

14.5.3 Any decision in regard to the appointment or termination, or change in the terms of appointment of any Key Managerial Personnel and, or member of the Management shall be subject to Clause 10 of this Agreement.

#### 14.6 **Auditors and Accounting.**

14.6.1 The Company shall keep true and accurate accounting records of all operations in accordance with Applicable Laws and Accounting Standards, and such records shall be open for inspection by each Party or by its duly authorised representatives at all times during normal business hours and with sufficient notice so as not to disrupt the Company's operations.

14.6.2 The Financial Statements of the Company shall be audited at the Company's expense by the Statutory Auditor.

14.6.3 The accounting records shall be kept at the registered office of the Company or at such other place, in accordance with Applicable Laws, as the Board may deem fit and proper.

#### 14.7 **Indebtedness.**



The Parties expressly agree that in the event the Company proposes to incur any Indebtedness, including by borrowing funds from banks and financial institutions, the Investors shall not be asked, or be required to give any warranties, letter of comfort and, or, guarantees, of any nature whatsoever for any loans or with regard to any aspect of the business or functioning of the Company. In relation to any Indebtedness of the Company, the Investors shall not be required to pledge their Securities or provide any support to any Third Party, including but not limited to lenders of the Company.

**14.8 Promoter Status.**

14.8.1 The Company and the Promoters undertake that the Investors and, or, their Affiliates shall not be named or deemed as 'promoters' or 'sponsors' of the Company nor shall any declaration or statement be made to this effect, either directly or indirectly, in filings with regulatory or Governmental Authorities, offer documents or otherwise without the prior written consent of the Investors in writing.

14.8.2 The Company and the Promoters further undertake that the Investors, their officials, employees, nominee directors, managers, representatives or agents shall not be named or deemed as an 'occupier' or 'officer in charge' or 'officer in default' under any Applicable Laws. In the event any Governmental Authority takes a view or draws an inference that the Investors or their Affiliates or their officials, employees, nominee directors, managers, representatives or agents, is a 'sponsor', 'occupier' or 'officer in charge' or 'officer in default', then the Company and the Promoters shall co-operate with the Investors to make such representations and make full disclosures to the Investors or such body or authority as may be required by the Investors to dispel or correct such inference or view under the Applicable Laws.

**14.9 Status of the Company.**

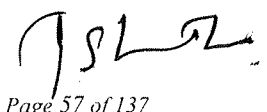
The Parties hereby acknowledge and agree that the Company is and shall be maintained as a 'private limited company' (as defined under the Companies Act) and any conversion or action that would result in conversion of the Company to a public limited company (either directly, by converting Promote III into a public limited company or otherwise) shall be subject to the prior written consent of the Investor and the terms of this Agreements.

**14.10 Tax Covenants.**

The Company and the Promoters shall act in good faith and shall pay all Taxes (direct and indirect), duties, cess, fees or any other amount payable (whether by way of Tax or otherwise), under the Applicable Laws. Further, the Company, and the Promoters shall take all steps to make the necessary Tax filings under the Applicable Laws (including but not limited to the return of income for the relevant Financial Years, withholding Tax returns etc.).

**14.11 Business Plan.**

The Business Plan for each Financial Year shall be discussed and approved by the Board, which approval will require an affirmative vote by the Investors in accordance with Clause 10, no later than 30 (thirty) days before the beginning of the relevant Financial Year. Upon the execution of this Agreement, the Promoters and the Company



shall take all steps necessary, including the exercise of their rights at Shareholders Meetings and causing their nominee Directors to exercise their rights at Board Meetings, to ensure that the Company carries on its business in accordance with the terms of the the Business Plan agreed from time to time.

#### 14.12 **Related Party Transactions.**

The Company and the Promoters hereby undertake that any transactions with Related Parties (including investments in, or loans to Related Parties, the formation of Affiliate entities or Subsidiaries) shall be conducted (i) on an arm's-length basis; and (ii) with the consent of the majority disinterested directors and at least one Investor Director. Provided that any Related Party transactions which are in the Ordinary Course and are on an arm's-length basis may be approved by the Board through provision of an omnibus approval subject to consent of the Investor in terms of Clause 10.

#### 14.13 **Subsidiaries.**

14.13.1 Unless stated otherwise, any and all rights available to the Investors in or with respect to the Company under the Transaction Documents, including, without limitation, the right under Clause 10, shall be also available to the Investors in the wholly owned Subsidiaries of the Company, whether such Subsidiaries exist on the Tranche A Closing Date or not. All obligations of the Promoters hereunder with respect to the Company also apply to the Promoters in respect of such wholly owned Subsidiaries. The Company shall ensure that all of the rights, preferences and privileges of the Investors which are contained in this Agreement, including all management principles set out in this Agreement, shall be continuously made applicable to each of the present or future wholly owned Subsidiaries of the Company and shall form part of the memorandum and articles of association or other charter documents of such Subsidiaries. The Investors shall have the right to appoint such number of directors on the board of directors of wholly owned Subsidiaries as they are entitled to appoint on the Board and the Promoters and Company shall ensure that the persons nominated by the Investors are appointed as additional directors on the board of directors of the Subsidiaries of the Company within 15 (fifteen) days of written notice by the Investor in this regard.

14.13.2 With respect to Subsidiaries other than wholly owned Subsidiaries of the Company, all rights available to the Investors in or with respect to the Company under the Transaction Documents, including, without limitation, the right under Clause 10, shall be exercised by the Board and by seeking specific consent of the Investor Directors, and, or, by the Company and, or, the Promoters voting appropriately at the meetings of the board of directors or shareholders of such Subsidiaries and, or, Associate Companies.

#### 14.14 **Most Favoured Right**

The Company shall not, and the Promoters shall procure that the Company and its Subsidiaries shall not, directly or indirectly, or in any manner whatsoever, grant to any Persons (whether in regard to an issue of Securities or otherwise) rights that are superior or more favourable than the rights that have been granted to the Investors under this Agreement. Without prejudice to the generality of the above, the Parties agree and acknowledge that if any rights that are more favourable and, or, superior than the right available to the Investors under this Agreement, shall only be granted to any Person in regard to the Company with the prior written consent of the Investors, and such rights

shall automatically, without there being any requirement to undertake any further act and, or, omission, be available to the Investors.

#### 14.15 Business Review Meetings

The Company shall, and the Promoters shall procure that the Company shall, organize, at the Company's cost, business review meetings between the Parties at such regular intervals as may be mutually agreed between the Company, the Promoter and the Investors.

#### 14.16 Fall away of Rights

In the event the Investors (together with their Affiliates who hold Securities in the Company) hold less than 5% (five per cent.) of the Share Capital on a Fully Diluted Basis due to Transfer of the Securities held by the Investors or dilution of the Shareholding Percentage of the Investors, the rights conferred on the Investors pursuant to Clauses 7.2 (*Fresh Issue of Securities*), 7.3 (*Anti-Dilution*), 8 (*Board and Board Meeting*), 9.1.2 (*Notice*), 9.1.3 (*Quorum*) 10 (*Affirmative Vote Matters*), 11.1 (*Restriction on Transfer of Promoter Securities*), 12 (*Exit Rights*) (save and except Clause 12.4), 14 (*Other Covenants*) and 18 (*Event of Default*) of this Agreement shall cease. Notwithstanding the above, the Company and the Promoters agree that all other rights available to the Investors under this Agreement, and the rights generally available to a shareholder holding less than 5% (five per cent.) of the share capital of a company under Applicable Law, shall continue to be applicable to the Investors until the Investors ceases to hold any Securities in the Company.

#### 14.17 Day-to-day management of the Company

At all times during the subsistence of this Agreement, the Promoters shall ensure that Promoter I remains in charge of day-to-day management and operations of the Company and is responsible for the conduct of Business of the Company.

### 15. REPRESENTATIONS AND WARRANTIES

15.1 Each of the Parties represents and warrants to the other Parties that:

- (i) if such a Party is not a natural person, it is duly incorporated or organized, as applicable, and validly existing as per Applicable Laws and is carrying on its business activities in accordance with Applicable Laws;
- (ii) if such a Party is a natural person, such a Party is carrying on his/her business activities in accordance with Applicable Laws;
- (iii) it has the full legal right, power and authority to enter into, deliver and perform this Agreement and the other Transaction Documents, and that it shall observe and perform, duly and punctually, its obligations, covenants, terms, conditions and undertakings hereunder and thereunder;
- (iv) the execution and delivery by it of this Agreement and the performance by it of the transactions contemplated herein have been duly authorised by all necessary corporate or other actions;

- (v) this Agreement has been and shall be, duly and validly executed and delivered by the Parties and constitute a valid and binding obligation of such Parties, enforceable against it in accordance with its terms;
- (vi) the execution, delivery and performance of this Agreement does not constitute a breach or default of any of the terms, conditions or provisions of its constitutional documents or material breach of any agreement, obligation, commitment or other instrument it has executed or by which it is bound or by which any of its properties or assets may be bound, or violate any of the terms and provisions of Applicable Laws;
- (vii) it has obtained all necessary approvals, consents, sanctions or authorisations required to enter into and perform this Agreement and no other approvals, consents, sanctions or authorisations of any regulatory authority or any other Person are required to be obtained by it for the execution, delivery and performance of this Agreement; and upon request, each Party agrees that it will furnish all information and documentation, within its possession or control, necessary for the other Party(ies) to obtain any additional authorisations that may be necessary; and
- (viii) there is no litigation, pending or threatened in writing against it in any forum, challenging the validity or propriety of, or otherwise relating to or involving, this Agreement or the transactions contemplated under this Agreement or preventing it from entering into this Agreement or performing its obligations under this Agreement.

15.2 In addition to the representations and warranties set forth in Clause 15.1, the Company and Promoters hereby, jointly and severally, represent and warrant to the Investors that, as on the date of this Agreement, except as fully, fairly, accurately and specifically disclosed by them in the Disclosure Letter, the representations and warranties set forth in **Schedule 7** are true and correct in all respects (all the representations and warranties of the Company and, or, Promoters in this Agreement including the representations and warranties set forth in **Schedule 7** read with the relevant disclosure made fully, fairly, accurately and specifically in the Disclosure Letter are hereinafter together referred to as the "**Promoter & Company Warranties**").

15.3 The Promoters and Company undertake to notify the Investors in writing promptly if any of them become aware of any material fact, matter or circumstance (whether existing on or before the date of this Agreement or arising afterwards) which would cause any of the information, representations and warranties given by them, or disclosures made by them in the Disclosure Letter, to become untrue or inaccurate or misleading in any respect.


15.4 All Promoter & Company Warranties are valid notwithstanding any information or document furnished to, or findings made by, the Investors or their respective employees, representatives, agents or consultants during the Diligence Exercise or otherwise. No such information, document or finding, other than the disclosures made fully, fairly, accurately and specifically in the Disclosure Letter shall limit or narrow the scope of the liability of the Company and Promoters.

- 15.5 Each of the Promoter & Company Warranty shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or disclosure or by any other term of this Agreement. No representation made by the Company and, or, Promoters shall be deemed to qualify any other representation. The Company and Promoters agree that the Promoter & Company Warranties have constituted a material inducement to the Investors to enter into the Transaction Documents and to invest in the Company.
- 15.6 Each of the representations and warranties of the Parties, including the Promoter & Company Warranties, are given as of the Execution Date and are to remain true, correct and accurate until the Tranche A Closing Date, with the same force and effect as if such representations and warranties have been given on each day falling between the Execution Date and Tranche A Closing Date (both days inclusive).
- 15.7 The representations and warranties by the Promoters and the Company, including the Promoter & Company Warranties, as contained in this Agreement, constitute the sole and exclusive representations, warranties, and statements of any kind of the Promoters and the Company to the Investors in connection with the transactions contemplated hereby.

## 16. INDEMNIFICATION RIGHTS OF THE INVESTORS

### 16.1 Indemnity protection from the Company.

- 16.1.1 The Company (“**Indemnifying Party**”) hereby agrees to indemnify and hold the Investors and their shareholders, directors, officers, employees and representatives (“**Indemnified Parties**”) harmless from and against any and all Claims that are incurred by such Persons arising out of, involving or relating to, or in connection with, either directly or indirectly, any: (i) misrepresentation or breach of any of the Promoter & Company Warranties; and, or, (ii) breach of any terms, covenants and conditions stipulated in this Agreement by the Indemnifying Party and the Promoters.
- 16.1.2 Without prejudice to the generality of the indemnity protection set forth in Clause 16.1.1, the Indemnifying Party hereby agrees to indemnify and hold each of the Indemnified Parties harmless from and against any and all Claims that are incurred by such Persons arising out of, involving or relating to, or in connection with, either directly or indirectly, any of the matters set forth in **Schedule 8**. Notwithstanding anything to the contrary contained in this Agreement, the Indemnifying Party shall indemnify the Indemnified Parties in regard to any of the matters set forth in **Schedule 8** notwithstanding any information or document furnished to, or findings made by, the Investors or their employees, representatives, agents or consultants, including disclosures made in the Disclosure Letter and findings made during the Diligence Exercise.
- 16.1.3 For the avoidance of doubt, it is hereby clarified that for the purposes of this Clause 16.1, any loss suffered by the Company shall be treated as direct loss of the Indemnified Parties in proportion to the proportionate shareholding, on Fully Diluted Basis, of the Investors and, or, their Affiliates in the Company as on the relevant date.





16.2 **Information pertaining to existence of a Claim and Notice of Claims.**

The Indemnified Parties shall issue a written notice of the Claim to the Indemnifying Party, with a copy to the Promoters ("**Claim Notice**"), which Claim Notice shall contain, to the extent known to the Indemnified Parties, the facts constituting the basis for such claim. In the event any Claim of the Indemnified Parties on Indemnifying Party hereunder arises out of, involves or results from any claim or any legal or equitable action or any arbitration proceeding by a person who is not a party to this Agreement, the Indemnified Parties shall forward the claim / order received to the Indemnifying Party, along with the relevant Claim Notice.

16.3 **Procedure for *inter se* Claims.**

16.3.1 Within 30 (thirty) days after receipt of a Claim Notice or any other time period mentioned in the relevant Claim, whichever is lesser, the Indemnifying Party shall deliver to the Indemnified Parties a written response in which the Indemnifying Party shall either:

- (i) agree that the Indemnified Parties are entitled to receive the indemnification amount set forth in the Claim Notice ("**Acceptance Notice**"); or
- (ii) dispute the Indemnified Parties' entitlement to indemnification by delivering to the Indemnified Parties a written notice (an "**Objection Notice**") setting forth in reasonable detail each disputed item, the basis for each such disputed item and certifying that all such disputed items are being disputed in good faith.

16.3.2 If the Indemnifying Party fails to take either of the foregoing actions within the period prescribed in Clause 16.3.1, then the Indemnifying Party shall be deemed to have accepted the Claim Notice.

16.3.3 The indemnification amount shall be paid by the Indemnifying Party to the Indemnified Parties within 15 (fifteen) Business Days after the date on which (i) the Acceptance Notice is received by the Indemnified Party(ies); or (ii) both such amount and the Indemnifying Party's obligation to pay such amount have been determined by an order or judgment of an arbitral body or judicial body having jurisdiction over such proceeding in terms of this Agreement or Applicable Laws.

16.4 **Conduct of Third Party Claims.**

16.4.1 If the matter or circumstance that may give rise to an indemnity claim by the Indemnified Parties in terms of this Clause 16 is a result of or is in connection with a claim by a Third Party (a "**Third Party Claim**"), the Indemnifying Party shall within the period prescribed in Clause 16.3.1, inform the Indemnified Parties whether it chooses to accept or object to such Third Party Claim. In case the Indemnifying Party chooses to object to such Third Party Claim, it shall be obligated to, at their own cost and expense and by issuing a notice in writing to the Indemnified Parties assume control of the defense of such Third Party Claim and thereafter to take such action as they shall deem necessary to avoid, dispute, deny, defend, resist, appeal, compromise or contest the Third Party Claim (including making counterclaims) in the name of and on behalf of the relevant Indemnified Party and to have the exclusive conduct of any proceedings,

negotiations or appeals related to such Third Party Claims, but if and only if the Indemnifying Party further:

- (i) acknowledges in writing to the Indemnified Parties that any losses or damages that may be determined, by an order or judgment of an arbitral body or judicial body having jurisdiction over such proceeding in terms of this Agreement or Applicable Laws, against the Indemnified Parties in connection with the Third Party Claim shall constitute losses for which the Indemnified Parties shall be indemnified pursuant to Clause 16.1 without contest or objection and that the Indemnifying Party shall bear all expenses and costs of defence;
- (ii) retains reputable counsel for the defence of the Third Party Claim;
- (iii) furnishes any deposit(s) which may be required to be made by any Governmental Authority; and
- (iv) consults with and agrees to consult with the Indemnified Parties in relation to the conduct of the relevant proceedings pertaining to the Third Party Claim and take reasonable account of the views of Indemnified Parties before taking any action in relation to the Third Party Claim.

The Indemnifying Party shall (i) keep the Indemnified Party informed of all material events with respect to such Third Party Claim; and (ii) not, without the prior written consent of the Investors, settle or compromise or consent to the entry of any judgment in connection with such Third Party Claim, unless such settlement, compromise or consent by its terms (a) obligates the Indemnifying Party to incur and discharge the entire liability in connection with such settlement, compromise or consent, or (b) is required to do so by an order or direction of a Governmental Authority, or (c) unconditionally releases the Indemnified Party from all liability arising out of such Third Party Claim. Notwithstanding anything to the contrary contained in Clause 16.4, the Indemnifying Party shall be solely liable to any Third Party for such Third Party Claims. If any amount is paid by the Indemnified Parties to any Third Party arising out of or in connection with a Third Party Claim and if such payment is mandated under Applicable Laws or by an order passed by a competent Governmental Authority (unless such order has been stayed by an appropriate judicial body having jurisdiction over such proceeding), the Indemnifying Party shall promptly and no later than 5 (five) Business Days reimburse such payment to the Indemnified Parties irrespective of whether Indemnifying Party elects to accept or object to such Third Party Claims.

16.4.2 If the Indemnifying Party fails to give notice to the Indemnified Parties to either accept the Third Party Claim or object to the same and assume control of the defence of a Third Party Claim in accordance with Clause 16.4.1 read with Clause 16.3.1 and the Indemnified Parties assume control of the defence of a Third Party Claim, the Indemnified Parties shall carry on and conduct the relevant proceedings in good faith and on best efforts basis. In such cases, the reasonable fees and expenses of counsel of the Indemnified Parties shall be considered and included as 'Claims' for the purposes of this Agreement.

16.4.3 The party not controlling the defence (the "**Non-Controlling Party**") may participate in a Third Party Claim at its own expense. The party controlling the defence (the "**Controlling Party**") shall inform the Non-Controlling Party of the status of the Third

Party Claim and the defence thereof and, if the Controlling Party is the Company and, or, the Promoters then they shall consider in good faith recommendations made by the Investors, and shall furnish the Investors with such information as they have with respect to such Third Party Claim and related proceedings (including copies of any summons, complaint or other pleading which may have been served on such party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and shall otherwise cooperate with the Investors.

16.4.4 In case the Indemnified Parties are required to enter into a defence (or incur any cost in connection thereof) in regard to a Third Party Claim for which the Indemnifying Party is a Controlling Party as a result of (i) inability of the Indemnifying Party to exercise all rights of the relevant Indemnified Party against the counterparty in the Third Party Claim due to restrictions under Applicable Laws; (ii) conflict of interest arising between the Indemnifying Party and Indemnified Parties during the course of conduct of the Third Party Claim in the reasonable judgment of the Indemnified Parties; and, or, (iii) the Indemnifying Party abandoning the defence of such Third Party Claim; then the Indemnified Parties shall be entitled to assume control of the defence of a Third Party Claim and shall carry on and conduct the relevant proceedings in good faith and on best efforts basis. In such cases, the reasonable fees and expenses of counsel of the Indemnified Parties shall be considered and included as 'Claims' for the purposes of this Agreement. In such cases, the Indemnifying Party shall make available to the Indemnified Parties any documents and material in their possession or control that may be necessary to the defence of such Third Party Claim.

16.4.5 The indemnification amount in regard to a relevant Third Party Claim shall be paid by the Indemnifying Party upon (i) the issuance of Acceptance Notice by Indemnifying Party; or (ii) the obligation to make such a payment in regard to the Third Party Claim has been determined by an order or judgment of an arbitral body or judicial body having jurisdiction over such proceeding in terms of this Agreement or Applicable Laws; then such amounts shall be paid to: (a) the relevant counterparty in the Third Party Claim, or (b) the Indemnified Parties, in each case, as designated by Indemnified Parties, (1) on demand, or (2) on the date when such portion of such Claim amount becomes finally determined, if any portion of the Claim amount is estimated or unknown.

#### 16.5 Limitation of Liability.

16.5.1 The Indemnifying Party shall be liable to indemnify the Indemnified Parties in relation to any Claims only if the Claim Notice has been issued before the expiry of the periods mentioned below:

- (i) All Claims pertaining or relating to: (a) capacity and authority of a Party to execute and perform its obligations, (b) title to Investor Shares, or (c) with respect to fraud, misrepresentation, wilful negligence or wilful misconduct can be made any time after the Tranche A Closing Date;
- (ii) All Claims pertaining to any of the matters set forth in **Schedule 8**, Clause 15 (*Representations and Warranties*) and the representations of the Company and Promoters in paragraphs 1 and 2 of **Schedule 7** can be made any time after the Tranche A Closing Date;

- (iii) All Claims pertaining to breach of any Promoter & Company Warranties pertaining to Tax shall be made prior to expiry of 8 (eight) years from the Tranche A Closing Date; and
- (iv) All other Claims in regard to breach of other representations and warranties shall be made prior to expiry of 3 (three) years from the Tranche A Closing Date.

#### 16.6 **De Minimis Threshold.**

16.6.1 Subject to Clauses 16.1.2 and 16.4, the Indemnifying Parties shall not have any obligation to indemnify the Indemnified Parties unless the aggregate amount of all Claims made by the Indemnified Parties in terms of Clause 16 exceeds INR 50,00,000 (Indian Rupees fifty lakhs) ("**De Minimis Threshold**"). Once the aggregate amount of all Claims made by the Indemnified Parties in terms of Clause 16 exceeds the De Minimis Threshold, the Indemnifying Parties shall have the obligation to indemnify, and the Indemnified Parties shall be entitled to be indemnified, in regard to all Claims. It is hereby clarified that: (i) in case any of part of a Claim(s) that were taken into account for ascertaining the fulfilment of the De Minimis Threshold exceeds the De Minimis Threshold then the Indemnifying Parties shall have the obligation to indemnify, and the Indemnified Parties shall be entitled to be indemnified, in regard to such a Claim(s); (ii) all Claims pertaining to matters specified under **Schedule 8** Clause 15 and the representations of the Company and Promoters in paragraphs 1 and 2 of **Schedule 7** shall be indemnified by the Indemnifying Party(ies) irrespective of the amount of the Claim; (iii) the Indemnifying Party(ies) shall, in case they have indicated that they shall object to and assume control of the Third Party Claim in accordance with Clause 16.4.1 read with Clause 16.3.1, assume control of the defense of all Claims from third parties against the Indemnified Parties and shall carry on and conduct the relevant proceedings in good faith and on best efforts basis in terms of Clause 16.4 irrespective of amount of the Claim and all reasonable costs incurred by the Indemnified Parties in this regard shall be reimbursed by the Indemnifying Party promptly and no later than 7 (seven ) Business Days.

16.6.2 Provided that nothing in this Clause 16.6 shall apply to any Claims pertaining to any of the matters set forth in **Schedule 8**, Clause 15 and the representations of the Company and Promoters in paragraphs 1 and 2 of **Schedule 7**.

#### 16.7 **Cap on indemnification by Indemnifying Parties.**

16.7.1 The aggregate liability of the Indemnifying Parties towards the Indemnified Parties pursuant to Clause 16 of this Agreement shall not exceed the Investment Amount or the FMV of the Investor Shares, whichever is higher.

16.7.2 Provided that:

- (i) no aggregate liability cap in this Clause 16.7 shall apply to any Claims pertaining to (a) capacity and authority of a Party to execute and perform its obligations, (b) title to Investor Shares, (c) with respect to fraud, misrepresentation, wilful negligence or wilful misconduct, or (d) any of the matters set forth in Clause 15, the representations of the Company and Promoters in paragraphs 1 and 2 of **Schedule 7**, and, or **Schedule 8**.

- (ii) the aggregate liability of the Indemnifying Parties towards the Indemnified Parties in respect of any Claims in regard to breach of other representations and warranties shall not exceed the Investment Amount.

## 16.8 Miscellaneous.

16.8.1 Mitigation steps: The relevant Indemnified Party and Indemnifying Party shall promptly take commercially reasonable steps to mitigate any Claims or potential Claims after becoming aware of the same. All reasonable costs incurred by the Indemnified Parties in this regard shall be reimbursed by the Indemnifying Party promptly and no later than 5 (five) Business Days.

16.8.2 Gross-up: In respect of any matter in relation to which the Indemnified Parties are entitled to be indemnified under this Agreement, the Indemnifying Party shall be liable. Any compensation or indemnity as referred to above, shall be such, as to place the Indemnified Parties in the same position as it would have been in, had there not been any breach by the Indemnifying Party. In the event that the Company makes any payment to the Indemnified Parties hereunder, the same shall be grossed up to take into account the loss suffered by the Indemnified Parties as a consequence of such payment on account of the Securities of the Company held by the Indemnified Parties. In the event that any Taxes are or become payable with respect to any payments made by the relevant Indemnifying Party(ies) to an Indemnified Party pursuant to this Clause 16, then such indemnity payments shall be grossed up such that the relevant Indemnified Party receives no less than the full compensation amount payable to it by the relevant Indemnifying Party(ies) on account of claims envisaged in this Clause 16.

16.8.3 Non-exclusive remedy: The indemnification rights of the Indemnified Parties under this Agreement are independent of, and in addition to, such other rights and remedies that the Indemnified Parties may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

16.8.4 Nature of payment: The Indemnifying Party acknowledges and agrees that any payments to be made pursuant to this Clause 16 are not in the nature of a penalty but merely reimbursement of the loss suffered, and therefore, the Indemnifying Party waives all rights to raise any claim or defence that such payments are in the nature of a penalty and undertake that they will not raise any such claim or defence.

16.8.5 Knowledge of Indemnified Party: The knowledge of the Indemnified Parties or the conduct of any independent investigation by the Indemnified Parties in regard to the Company or any of its Affiliates or any of the Assets thereof (actual, constructive or imputed) shall not in any manner affect or limit the Indemnified Party's right to indemnification, recovery of Claims or other remedies with respect to the accuracy, or inaccuracy of or compliance or non-compliance with, any representation, warranty, covenant, obligation or arrangement set forth hereinabove (save and except for any disclosure made fully, fairly, accurately and specifically in the Disclosure Letter in connection with Promoter & Company Warranties). The Indemnified Party's (actual, constructive or imputed) knowledge of a fact or circumstance shall not be invoked as a defence to a Claim by the Indemnifying Party. The indemnities provided in this Clause 16 are enforceable notwithstanding any information or document furnished to, or findings made by, the Investors or their employees, representatives, agents or

consultants and findings made during the Diligence Exercise, other than the disclosures made in the Disclosure Letter. No such information / document (other than the disclosures made fully, fairly, accurately and specifically in the Disclosure Letter in connection with Promoter & Company Warranties) or finding, shall limit or narrow the scope of the liability of the Indemnifying Party hereunder. For the avoidance of doubt, it is hereby clarified that: (i) the disclosures made in the Disclosure Letter shall not in any way prejudice the rights of the Indemnified Parties in terms of Clause 16.1.2, and (ii) subject to sub-clause (i) above, the Indemnified Parties shall not be entitled to any indemnity protection in terms of Clause 16.1.1 from the Indemnifying Party insofar as any Claims arising out of any disclosure made fully, fairly, accurately and specifically in the Disclosure Letter in connection with Promoter & Company Warranties.

#### 16.9 Indemnity protection from the Promoters.

If an indemnity claim by the Indemnified Parties in terms of this Clause 16 is a result of, or is in connection with, an act of fraud, wilful misrepresentation, wilful negligence or wilful misconduct, then, irrespective of whether such an indemnity claim arises as a result of a Third Party Claim or not, the Promoters hereby, joint and severally, agree to indemnify and hold the Indemnified Parties harmless from and against any and all such Claims and, or, Third Party Claims (“**Promoter Indemnity Item**”). In case of a Promoter Indemnity Item, the Indemnified Party may, in its sole discretion, initiate an indemnity claim against any of the Promoters and, or, the Company, as it deems fit, and the Promoters and the Company shall be jointly and severally liable to indemnify the Indemnified Party in accordance with the provisions of Clauses 16.1 to 16.8, and the provisions of Clauses 16.1 to 16.8 shall *mutatis mutandis* apply to such an indemnity claim.

16.10 The Promoters or the Company shall not be liable for inaccuracy of any warranties of the Promoters and/or the Company if such inaccuracy was unequivocally and specifically disclosed in the Disclosure Letter.

### 17. TERMINATION; SURVIVAL

#### 17.1 Termination.

17.1.1 This Agreement may be terminated at any time prior to the Tranche A Closing Date:

- (i) upon mutual written agreement of the Parties;
- (ii) by the Investors upon non-fulfilment of the Promoter & Company Conditions Precedent in terms of Clause 4.5; or
- (iii) by the Investors prior to the Tranche A Closing Date upon: (a) the Company and, or the Promoters breaching any of the material provisions of this Agreement; (b) the dissolution or liquidation of the Company or its reorganisation under any bankruptcy / insolvency laws or the appointment of a trustee, receiver, liquidator, custodian or other similar official to monitor their property or assets; and, or (c) any of the Promoters being declared as an insolvent or any other actions being initiated against them in terms of bankruptcy / insolvency laws.

17.1.2 Subject to Clause 20.9, this Agreement shall automatically terminate upon the Investors and their Affiliates ceasing to hold any Securities in the Company, unless such an event has occurred as a result of any transaction undertaken by the Promoters, Company and, or, their respective Affiliates in breach of the Transaction Documents.

**17.2 Procedure upon Termination.**

In the event of termination of this Agreement pursuant to Clause 17.1, a written notice shall forthwith be given to the other Parties by the Party terminating this Agreement and this Agreement shall be terminated and abandoned, without further action by such first mentioned Party. The termination of this Agreement at any time after the Tranche A Closing Date in any of the circumstances aforesaid shall not in any way affect or prejudice any right accrued to any Party against the other Parties, prior to such termination.

**17.3 Survival.**

This Clause 17.3 and provisions which by their very nature survive termination, including Clause 12.1.6 (*IPO*), Clauses 12.4.6 and 12.4.8 (*Investor Excess*) Clause 16 (*Indemnification*), Clause 19 (*Governing Law; Dispute Resolution; Jurisdiction*), Clause 20.5 (*Announcements*), Clause 20.6 (*Notices*), Clause 20.7 (*Expenses and Taxes*) and Clause 20.10 (*No Waiver*), shall survive the expiry or termination of this Agreement.

**18. EVENTS OF DEFAULT**

**18.1 Default Event.**

Each of the following events shall constitute an event of default by the Company and Promoters for the purposes of this Agreement and the other Transaction Documents (“**Event of Default**”):

- (i) breach or failure to observe or comply with any material representation, warranty, term, covenant or obligation contained in any Transaction Document, by the Company and, or, the Promoters, including but not limited to failure by the Promoters and, or, the Company to consummate the Secondary Transaction in terms of Clause 3.1.2(ii) or failure to obtain prior written consent or approval of the Investors with respect to any Affirmative Vote Matter as per Clause 10 of this Agreement, which breach or failure to observe or comply is not, if capable of being remedied, remedied within a period of 15 (fifteen) days (or such other later period as may be agreed by the Investors in writing) of receipt of a written notice from the Investors in this regard;
- (ii) winding up, liquidation, bankruptcy or dissolution of the Company and, or the Promoters;
- (iii) Promoter I and, or, Promoter II being convicted for a violation of any Applicable Law, where such conviction adversely impacts the ability of the Company to conduct the Business;

- (iv) Promoter I ceasing to be involved in the day-to-day management and operations of the Company other than by reason of incapacitation due to ill-health or with the written consent of Investor I and Investor II; and, or,
- (v) any act of fraud, willful default, gross negligence and, or, willful misconduct, by any of the Promoters and, or, the Company.

## 18.2 Consequences of Default.

On the occurrence of an Event of Default, the Investors shall, without prejudice to any other rights or remedies they may have under Applicable Laws or any other contract, have the right (exercisable in its absolute discretion, but not the obligation) by delivery of a written notice to terminate irrevocably all the rights (but not obligations) of the Promoters and the Company under this Agreement and the Transaction Documents and require the Promoters to buy, at 175% (one hundred and seventy five percent.) of the fair market value determined in accordance with Applicable Laws assuming that such Event of Default has not occurred, or the Investment Amount, whichever is higher, all of the Securities held by the Investors.

## 19. GOVERNING LAW; DISPUTE RESOLUTION; JURISDICTION

### 19.1 Governing Law.

This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India.

### 19.2 Arbitration.

#### 19.2.1 Dispute:

In the case of any dispute arising out of, involving or relating to, or in connection with, the Transaction Documents or the interpretation of any provisions of the Transaction Documents, or the breach, termination or invalidity thereof (“**Dispute**”), the Parties shall attempt to first resolve such Dispute or claim through discussions. The Parties agree that if the Dispute cannot be resolved by mutual consent the following resolution procedure shall be used to settle the matter.

#### 19.2.2 Reference to Arbitration:

If the Dispute cannot be resolved within 30 (thirty) days by mutual discussions, the Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The dispute shall be referred to a by a sole arbitrator.

#### 19.2.3 Seat and Award:

The seat and venue of arbitration shall be Chennai, India, and the language of arbitration shall be English. The arbitrator’s award shall be sustained in writing. The arbitrator shall also decide on the costs of the arbitration procedure. The Parties shall submit to the arbitrator’s award and the same shall be enforceable in any competent court of law.

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19.2.4 Final award:

The award rendered in any arbitration commenced hereunder shall be final and conclusive and judgment thereon may be entered in any court having jurisdiction for its enforcement. Subject to the provisions of Clause 19.2.7, the Parties agree that neither Party shall have any right to commence or maintain a suit or legal proceeding concerning a Dispute hereunder until the Dispute has been determined in accordance with the arbitration procedure provided for herein and then only for the enforcement of the award rendered in such arbitration.

19.2.5 Pendency:

During the pendency of any arbitration: (i) all parties shall continue to perform their obligations hereunder, and (ii) none of the Parties shall exercise any remedies hereunder arising by virtue of the matters in any Dispute.

19.2.6 Confidentiality:

No Party or Person involved in any way in the creation, coordination or operation of the arbitration of any Dispute may disclose the existence, content or results of the dispute or any arbitration conducted under this Agreement in relation to that Dispute, and in each case, subject to disclosures to that extent necessary to enforce the arbitration agreement and, or, any award made pursuant to this Agreement.

19.2.7 Interim Reliefs:

Any party has the right to seek interim relief necessary to preserve such party's rights, including pre-arbitration attachments or injunctions, in any court of competent jurisdiction.

19.3 **Jurisdiction.**

Subject to arbitration provisions referred to above, the Parties irrevocably submit to the exclusive jurisdiction of the courts of Chennai, India over any dispute arising out of, involving, or relating to, or in connection with, this Agreement. Each Party hereby irrevocably and unconditionally agrees not to commence any action relating to such a Dispute or proceeding except in the aforementioned courts and that all claims in respect of such dispute or proceeding shall be heard and determined in such courts (and the courts hearing appeals from such courts). The Parties hereby irrevocably waive, to the fullest extent permitted by Applicable Laws, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defence of inconvenient forum in connection therewith. The Parties hereto agree that a final judgment in any dispute or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

20. **MISCELLANEOUS**

20.1 Rights and liabilities of Parties.

20.1.1 Notwithstanding anything to the contrary contained in the Transaction Documents but subject to the several liability of the Promoters and Company in terms of Clause 16, the liabilities and obligations of the Company and each of the Promoters shall be joint and

several. Accordingly, the Investors shall be entitled to take recourse to or proceed against all or any of them as it deems fit. The Promoters agree and undertake that they shall cause the Company and their respective Affiliates to, comply with the provisions of the Transaction Documents and ensure that the Company and such Affiliates fulfil all their obligations under the Transaction Documents within the timeframe prescribed and in a manner satisfactory to the Investors. The Promoters hereby agree and acknowledge that they shall always act as a group, and accordingly, any action taken or consent provided by one Promoter shall be deemed to be an action taken or consent provided by both Promoters. Notwithstanding anything to the contrary contained in the Transaction Documents, the Investors shall not be prohibited or restricted in any manner whatsoever from investing in any other Company engaged in a Conflicting Business.

20.1.2 In respect of Clauses 3.5, 4.1, 4.2, 4.3, 4.4, 6, 13, 14.2.1(i), 14.2.1(ii), 0, 14.12 and 14.15 where the Promoters are required to ensure compliance by the Company with its obligations under this Agreement, Promoter II and Promoter III shall exercise their voting rights in respect of such compliance to the extent of their shareholding in the Company.

20.1.3 Notwithstanding anything to the contrary in this Agreement but subject to Clause 12.3, the rights, interests and privileges of each of the Investors shall be several and not joint and each Investor shall be entitled to exercise or enforce its rights and take steps to protect its interests and privileges independently. Accordingly, any notice, intimation, information or document, including the Disclosure Letter, CP Fulfilment Notice and other documents and information that are to be issued or furnished to the Investors in terms of Transaction Documents shall be issued or furnished independently to each Investor. Further, any reference to any "consent" or "approval" or "agreement" or "concurrence" of the Investors (or other such correlative terms) means such consent, approval, agreement or concurrence given by each of the Investors in writing.

## 20.2 Attorney and Representative of Promoters.

20.2.1 Each of the Promoters hereby agree and acknowledge that they shall always act as a group. Towards this end Promoter III has passed a unanimous and irrevocable board resolution dated 18 January 2017 authorising Promoter I to act on its behalf. Without prejudice to the generality of the aforesaid, the Promoter II and Promoter III hereby nominate, constitute and appoint, Promoter I to be their true and lawful attorney, and that he is duly authorised to, in the name and on behalf of the Promoters, to do, execute and perform all or any of the following acts, deeds, matters and things himself: (a) to exercise all rights and privileges and perform all duties which now or hereafter may appertain to the Promoters in terms of the Transaction Documents, (b) to execute all forms, documents and papers which may in the opinion of Promoter I be necessary or requisite to perform the obligations of the Promoters under the Transaction Documents, and (c) to enter into, make, sign, execute, deliver, acknowledge and perform all engagements, contracts, agreements, indentures, papers, documents, writings, things, deeds etc., that may be necessary or proper to be entered into and signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of the Transaction Documents, including applications for seeking the regulatory approvals.

20.2.2 The Investors have the right not to acknowledge and, or, act based on any direct notices, intimations and other communications received from any other Person (such as other

Promoters) other than Promoter I and all such notices, intimations and other communications should be issued through Promoter I.

20.3 Consent to Specific Performance.

The Parties declare that it is not possible to measure in money the damages that would be suffered by a Party by reason of the failure by the other Party to perform any of its obligations under the Transaction Documents. Therefore, if any Party institutes any action or proceeding to seek specific performance or enforcement of the provisions hereof, then the other Party against whom such action or proceeding is brought hereby waives any claim or defence therein that the other Party has any other adequate remedy at law.

20.4 Covenants Reasonable.

The Parties agree that, having regard to all the circumstances, the covenants contained in the Transaction Documents are reasonable and necessary for the protection of the Parties. If any such covenant is held to be void as going beyond what is reasonable in all the circumstances, but would be valid if amended as to scope or duration or both, the covenant shall apply with such minimum modifications regarding its scope and duration as may be necessary to make it valid and effective.

20.5 Announcements.

No public announcement (including telephonic or video interviews with the media) of the transactions contemplated herein or the terms of this Agreement shall be made by any Party, without the prior written consent of the other Parties. Any public announcement or notice shall be subject to the review and consent of all Parties.

20.6 Notices.

20.6.1 Any notice or other communication provided for in this Agreement shall be in writing and shall be transmitted by registered post acknowledgement due (deemed given when so delivered) or reputed international courier for next business day delivery (deemed delivered at the expiration of 48 (forty eight) hours after it is sent or actual receipt, whichever is earlier) and by email to the following coordinates or by physical delivery, duly acknowledged by the recipient:

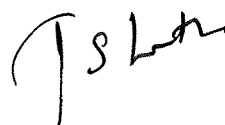
If to Investor I:

India Business Excellence Fund - II  
MOPE Investment Advisors Pvt. Ltd.  
Motilal Oswal Tower  
Junction of Gokhale Road & Sayani Road  
Prabhadevi, Mumbai – 400 025  
Attention: Mr Naveen Gupta  
Email: naveen.gupta@motilaloswal.com

With cc to:

12<sup>th</sup> Floor, Motilal Oswal Tower  
Behind Parel S.T. Depot Prabhadevi

Ho



Junction of Gokhale & Sayani Road  
Mumbai – 400 025  
Attention: Ms. Charvi Vemula  
Email: [charvi.vemula@motilaloswal.com](mailto:charvi.vemula@motilaloswal.com)

If to Investor II:

Suite 304, Third Floor, NG Tower  
Cyber City, Ebene, Mauritius  
Attention: Mr. Shafiq Soyfoo  
Email: [ibemc@ifsmauritius.com](mailto:ibemc@ifsmauritius.com)

If to Company:

Updater Services Private Limited  
2/302-A, UDS Salai, Off Old Mahabalipuram Road  
Thoraipakkam Chennai – 600 097  
Attention: Mr/Ms. T. Raghunandana  
Email: [raghu.tangirala@uds.in](mailto:raghu.tangirala@uds.in)

If to Promoters:

No.7 D'Silva Road, Mylapore, Chennai – 600004  
Attention: Mr T.Raghunandana  
Email: [raghu.tangirala@uds.in](mailto:raghu.tangirala@uds.in)

20.6.2 In case of issuance of any notice or other communication through registered post or courier, the issuer shall endeavor to, simultaneous with such issuance, send a scanned copy of such a notice or other communication to the other party by email. The issuer shall ensure that such emails are sent from the email address mentioned above.

20.6.3 Any of the Parties hereto may, from time to time, change their address or representative for receipt of notices provided for in this Agreement by giving to the other not less than 7 (seven) days prior written notice.

20.7 Expenses and Taxes.

20.7.1 The Company shall bear and discharge all costs and expenses (including legal costs) in connection with the preparation, negotiation, execution of the Transaction Documents and consummation of the transactions under the Transaction Documents incurred by the Company and the Investors, including payment of stamp duty, registration tax and other similar taxes levied under Applicable Laws and costs and expenses associated with the issuance of Investor Shares.

20.7.2 The Company shall bear and discharge or reimburse, as the case may be, all costs and expenses incurred by the Investors in connection with the Diligence Exercise, provided, however, if the Investors decide not to progress with, consummate, the transactions contemplated in the Transaction Documents, in spite of there being no negative findings during the Diligence Exercise, all Transaction Documents being negotiated and mutually agreed between the Parties and the Company, Promoters and their Affiliates fulfilling all their obligations under the Transaction Documents, then the Investors shall bear the costs and expenses pertaining to the Diligence Exercise.

20.7.3 Any fees payable to any broker, finder or advisor of the Company and the Promoters in connection with the transactions contemplated by the Transaction Documents shall be the sole responsibility of the Company and the Promoters.

20.8 Harmonious Construction and Severability.

The provisions contained in this Agreement shall be enforceable independent of each of the other provisions and its validity shall not be affected if any of the other provisions are invalid. In case of any ambiguity or conflict between the provisions of this Agreement, such provisions should be read in a harmonious manner so as to ensure that none of the provisions of this Agreement become superfluous or redundant. However, if any of those provisions are void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

20.9 Assignment.

20.9.1 The Investors shall have the right to assign/transfer any of their rights or obligations under this Agreement to any of their Affiliates to whom they have transferred any or all of their Securities in terms of this Agreement.

20.9.2 The Investors shall have the right to assign/transfer their rights or obligations under this Agreement (save and except their rights pursuant to provisions of Clause 14.2 and **Schedule 10** and any obligations that may subsist post such Transfer in terms of Clause 12.4) to any Person, who purchases (in aggregate) not less than 10% (ten per cent.) of the Share Capital ("**Assignee**"), without the prior written consent of the Company, subject only to the execution of the Deed of Adherence by such Assignee. In respect of such assignment, the Investors shall have the right but not the obligation to assign the right to nominate 1 (one) Investor Director to the Assignee while the Investors shall retain the right to nominate 1 (one) Investor Director, in accordance with Clause 8.2.2.

20.10 No Waiver.

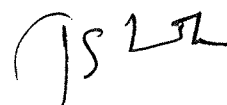
No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving party.

20.11 Whole Agreement and Amendment.

This Agreement, along with the other Transaction Documents, constitutes the whole agreement between the Parties and it supersedes all prior discussions, understanding and agreements (whether oral or written, including all correspondence), contracts, letter(s) of intent, terms sheets and other such documents executed between all or any of the Parties in regard to the transactions contemplated hereunder. It is hereby expressly declared that no variation to this Agreement shall be effective unless made by all the Parties hereto in writing.

20.12 Without prejudice.

The Parties agree that the rights and remedies of the Parties hereunder are in addition to their rights at law or equity.



20.13 Relationship of Parties.

20.14 Nothing in this Agreement shall be interpreted or construed to create an association or partnership between the Parties, deem them to be Persons acting in concert or to impose any liability attributable to such relationship upon any of the Parties nor to constitute any Party as the agent of any of the other Parties for any purpose.

20.15 Counterparts.

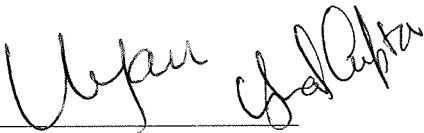
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, this Agreement has been signed by duly authorized representatives of each of the Parties hereto as of the date first above written.

**India Business Excellence Fund – II,**  
acting through its trustee  
**Visra ITCL (India) Limited**



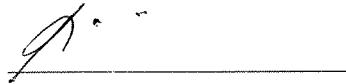
Name:  
Designation:

**India Business Excellence Fund – IIA**

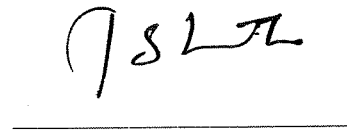


Name: Shafiq-Ul-Rahman Joyfoo  
Designation: Director


**Mr. Raghunandana Tangirala**



**Mrs. Shanthi Tangirala**

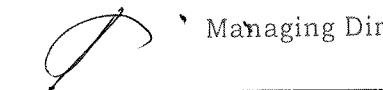


**Tangi Facility Solutions Private Limited**  
For TANGI FACILITY SOLUTIONS PVT. LTD

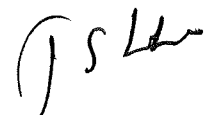


Name:  
Designation: Director

**Updater Services Private Limited**  
For UPDATER SERVICES (P) LTD.



Name:  
Designation: Managing Director



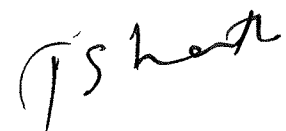
## Schedule 1 –Description of the Company

(refer to Recital A)

<u>CIN</u>	U74140TN2003PTC051955
<u>Date of incorporation</u>	November 13, 2003
<u>Place of incorporation</u>	Chennai, Tamil Nadu
<u>Address of registered office</u>	No.2/302-A, UDS Salai, Off Old Mahabalipuram Road, Thoraipakkam, Chennai 600 097
<u>Class of company</u>	Private company limited by shares
<u>Authorised share capital</u>	INR 10,10,00,000
<u>Issued share capital</u>	INR 10,03,66,090
<u>Directors</u>	
<i>Full Name</i>	<i>Usual residential address</i>
Raghunandana Tangirala	No.7 D'Silva Road, Mylapore, Chennai-600004
Shanthi Tangirala	No.7 D'Silva Road, Mylapore, Chennai-600004
Rammohan Tangirala	Old No.42, New No.2, 4th Cross Street, Luz Avenue, Mylapore Chennai 600004
<u>Account Reference Date</u>	Financial year end – March 31 <sup>st</sup>
<u>Auditors</u>	S.R. Batliboi & Associates LLP, Chartered Accountants, Tidel Park 6th & 7th Floor, A-Block, 4, Rajiv Gandhi Salai, Taramani, Chennai 600 113











Schedule 2A –Shareholding Pattern as on Execution Date

(refer to Clause 3.4.1)

<i>S. No.</i>	<i>Name of the Shareholder</i>	<i>Number of Equity Shares</i>	<i>Percentage (%) (on Fully Diluted Basis)</i>
1.	Promoter I	29,52,310	37.08%
2.	Promoter II	29,52,310	37.08%
3.	Promoter III	20,56,989	25.84%
	<b>Total</b>	<b>79,61,609</b>	<b>100.00%</b>

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**Schedule 2B –Shareholding Pattern after the Tranche A Closing Date**

*(refer to Clause 3.4.2)*

<b>S. No.</b>	<b>Name of the Shareholder</b>	<b>Number of Equity Shares</b>	<b>Percentage (%) (on Fully Diluted Basis)</b>
1.	Promoter I	29,52,310	33.62%
2.	Promoter II	29,52,310	33.62%
3.	Promoter III	20,56,989	23.42%
4.	Investor I	2,62,651	2.99%
5.	Investor II	5,58,133	6.36%
	<b>Total</b>	<b>87,82,393</b>	<b>100.00%</b>

Schedule 2C – Shareholding Pattern after Bonus Issue

(refer to Clause 3.4.3)

<i>S. No.</i>	<i>Name of the Shareholder</i>	<i>Number of Equity Shares</i>	<i>Percentage (%) (on Fully Diluted Basis)</i>
1.	Promoter I	1,62,37,705	33.62%
2.	Promoter II	1,62,37,705	33.62%
3.	Promoter III	1,13,13,440	23.42%
4.	Investor I	14,44,581	2.99%
5.	Investor II	30,69,734	6.36%
	<b>Total</b>	<b>4,83,03,164</b>	<b>100.00%</b>

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**Schedule 2D – Shareholding Pattern after Tranche B Closing assuming Primary Transaction**

*(refer to Clause 3.4.4)*

<i>S. No.</i>	<i>Name of the Shareholder</i>	<i>Number of Equity Shares</i>	<i>Percentage (%) (on Fully Diluted Basis)</i>
1.	Promoter I	1,62,37,705	30.74%
2.	Promoter II	1,62,37,705	30.74%
3.	Promoter III	1,13,13,440	21.42%
4.	Investor I	28,89,161	5.47%
5.	Investor II	61,39,468	11.62%
	<b>Total</b>	<b>5,28,17,478</b>	<b>100.00%</b>

*[Handwritten mark]*

*[Handwritten mark]*

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**Schedule 2E – Shareholding Pattern after Tranche B Closing assuming Secondary Transaction**

*(refer to Clause 3.4.4)*

<i>S. No.</i>	<i>Name of the Shareholder</i>	<i>Number of Equity Shares</i>	<i>Percentage (%) (on Fully Diluted Basis)</i>
1.	Promoter I	1,62,37,705	33.62%
2.	Promoter II	1,39,80,548	28.94%
3.	Promoter III	90,56,282	18.75%
4.	Investor I	28,89,161	5.98%
5.	Investor II	61,39,468	12.71%
	<b>Total</b>	<b>4,83,03,164</b>	<b>100.00%</b>

*[Handwritten mark]*

*Ca*

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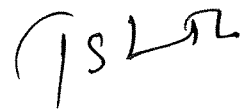
### Schedule 3A – Promoter & Company Conditions Precedent for Tranche A Closing

(refer to Clause 4.1)

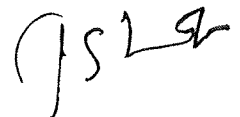
In terms of Clause 4.1, the Company and Promoters shall fulfil or procure the fulfilment of the following conditions prior to the Tranche A Closing Date:

- (i) No administrative, investigatory, judicial or arbitration proceedings shall have been instituted by any Person against the Company or Promoters, which involves a challenge to or seeks to or which prohibits, prevents, restrains, restricts, makes illegal or otherwise interferes with the consummation of any of the transactions contemplated in this Agreement;
- (ii) There shall have been no breach of any of the provisions of this Agreement by the Company or Promoters, and each of the Promoter & Company Warranties shall have been true, correct and accurate in all respects on and as of the Execution Date and remaining true, correct and accurate until the Tranche A Closing Date, with the same force and effect as if such representations and warranties have been given on each day falling between the Execution Date and Tranche A Closing Date (both inclusive);
- (iii) There shall have been no Material Adverse Effect;
- (iv) The Company and the Promoters shall have, if required, submitted an updated Disclosure Letter to be dated as on the Tranche A Closing Date to the Investors on account of circumstances arising after the Execution Date and the Investors having consented to updation of the Disclosure Letter and being satisfied with such additional disclosures;
- (v) The Investors shall have been provided a valuation certificate *inter alia* specifying the fair market value of the Investor I Tranche A Shares and the Investor II Tranche A Shares and the valuation therein being the same or lower than the valuation accorded under this Agreement;
- (vi) Company and the Promoters shall have obtained all Approvals that are necessary for consummation of the transactions contemplated under the Transaction Documents for the Tranche A Closing, either in terms of Applicable Laws, the Constitutional Documents or contracts such as financing documents and material contracts, including:  
(a) waiver of pre-emption rights, if any, of the Shareholders in terms of the Constitutional Documents; and (b) Approvals from all relevant Governmental Authorities, if any;
- (vii) The Agreed Forms of the Board and Shareholders' resolutions to be passed at Tranche A Closing and all other Transaction Documents, including the Restated Articles shall have been finalized to the satisfaction of the Investors;
- (viii) The Board shall have passed appropriate resolutions and delivered certified extracts of the following resolutions to the Investors: (a) approving issuance of the Investor I Tranche A Shares to Investor I and Investor II Tranche A Shares to Investor II on a preferential allotment basis at Tranche A Closing subject to and in accordance with the terms of this Agreement; (b) recording the name of the Investor I as the offeree of the Investor I Tranche A Shares and Investor II as offeree of Investor II Tranche A Shares;

- (c) approving the draft offer letter in Form PAS 4 along with the draft application form to be issued to the Investors in relation to the preferential allotment of the of Investor I Tranche A Shares in favour of Investor I and Investor II Tranche A Shares in favour of Investor II; and (d) convening an extraordinary general meeting of the Shareholders to accord approval for the offering of the of Investor I Tranche A Shares to Investor I and Investor II Tranche A Shares to Investor II on a preferential allotment basis;
- (ix) The Shareholders shall have passed a special resolution approving the issuance of Investor I Tranche A Shares to Investor I and Investor II Tranche A Shares to Investor II on a preferential allotment basis at Tranche A Closing subject to and in accordance with the terms of this Agreement;
- (x) The Company shall have delivered to the Investors copies of the register of members and beneficial shareholders maintained by the Company in compliance with the 2013 Act;
- (xi) The Company shall have issued the offer letter in Form PAS-4 (in writing or in electronic mode) along with the application form(s) mandated by Rule 13 of the Companies (Share Capital and Debentures) Rules, 2014, read with Rule 14(1)(b) of the Companies (Prospectus and Allotment of Securities) Rules, 2014, to Investor I in regard to the Investor I Tranche A Shares and Investor II in regard to Investor II Tranche A Shares;
- (xii) The Company shall have filed Form MGT-14 with the RoC in regard to the special resolution passed for approving the offer of Investor I Tranche A Shares to Investor I and Investor II Tranche A Shares to Investor II;
- (xiii) The Company shall have filed the offer letter in Form PAS-4, along with PAS-5, with the RoC in regard to issue of offer letter in relation to the preferential allotment of the of Investor I Tranche A Shares to Investor I and Investor II Tranche A Shares to Investor II;
- (xiv) The Company shall have executed and delivered to the Investors an undertaking in Agreed Form regarding conduct of its business;
- (xv) The Company and Promoters shall handover the Management Certified Financial Statements, duly certified by Mr. Raghunandana Tangirala and Mrs. Shanthi Tangirala, in their capacity as promoter shareholders of the Company, to the Investors;
- (xvi) The Company having formulated the Business Plan for the next 4 (four) Financial Years which is acceptable to the Investor;
- (xvii) The Company shall have obtained the prior written consent of ICICI Bank Limited, Citibank N.A., DBS Bank Limited and HDFC Bank Limited for the transaction contemplated by this Agreement;
- (xviii) The Company shall have intimated Hyundai Motor India Limited of the change in constitution and shareholding pattern of the Company pursuant to the transaction contemplated by this Agreement;



- (xix) Tangy Supplies and Solutions Private Limited shall have made an application to the Tamil Nadu Pollution Control Board for procurement of a consent to operate in respect of its factory as identified in **Schedule 11**;
- (xx) The Company shall have initiated vertigo tests to assess the health of workers engaged by third parties, as described in **Schedule 11**;
- (xxi) The Company shall have repaid in full all outstanding amounts due from the Company in respect of the loan of INR 58,82,560 (Indian Rupees fifty eight lakhs eighty two thousand five hundred and sixty) availed by it from Integrated Technical Staffing and Solutions Private Limited.





**Schedule 3B – Promoter & Company Conditions Precedent for the Tranche B Closing  
assuming Primary Transaction**

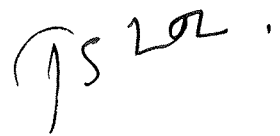
*(refer to Clause 4.1)*

In terms of Clause 4.1, the Company and Promoters shall fulfil or procure the fulfilment of the following conditions prior to the Tranche B Closing Date:

- (i) No administrative, investigatory, judicial or arbitration proceedings shall have been instituted by any Person against the Company or Promoters, which involves a challenge to or seeks to or which prohibits, prevents, restrains, restricts, makes illegal or otherwise interferes with the consummation of any of the transactions contemplated in this Agreement;
- (ii) There shall have been no breach of any of the provisions of this Agreement by the Company or Promoters, and each of the Promoter & Company Warranties shall have been true, correct and accurate in all respects on and as of the Execution Date and remaining true, correct and accurate until the Tranche B Closing Date, with the same force and effect as if such representations and warranties have been given on each day falling between the Execution Date and Tranche B Closing Date (both inclusive);
- (iii) There shall have been no Material Adverse Effect;
- (iv) The Company and the Promoters shall have, if required, submitted an updated Disclosure Letter to be dated as on the Tranche B Closing Date to the Investors on account of circumstances arising after the Execution Date and the Investors having consented to updation of the Disclosure Letter and being satisfied with such additional disclosures;
- (v) The Investors shall have been provided a valuation report *inter alia* specifying the fair market value of the Investor I Tranche B Subscription Shares and Investor II Tranche B Subscription Shares and the valuation therein being the same or lower than the valuation accorded under this Agreement;
- (vi) Company and the Promoters shall have obtained all Approvals that are necessary for consummation of the transactions contemplated under the Transaction Documents, either in terms of Applicable Laws, the Constitutional Documents or contracts such as financing documents and material contracts, including: (a) waiver of pre-emption rights, if any, of the Shareholders in terms of the Constitutional Documents; and (b) Approvals from all relevant Governmental Authorities, if any;
- (vii) The Agreed Forms of the Board and Shareholders' resolutions to be passed at the Tranche B Closing, shall have been finalized to the satisfaction of the Investors;
- (viii) The Board shall have passed appropriate resolutions and delivered certified extracts of the following resolutions to the Investors: (a) approving issuance of the Investor I Tranche B Subscription Shares to Investor I and Investor II Tranche B Subscription Shares to Investor II on a preferential allotment basis at the Tranche B Closing subject to and in accordance with the terms of this Agreement; (b) recording the name of the Investor I as the offeree of the Investor I Tranche B Subscription Shares and Investor II as offeree of Investor II Tranche B Subscription Shares; (c) approving the draft offer

letter in Form PAS 4 along with the draft application form to be issued to the Investors in relation to the preferential allotment of the Investor I Tranche B Subscription Shares in favour of Investor I and Investor II Tranche B Subscription Shares in favour of Investor II; and (d) convening an extraordinary general meeting of the Shareholders to accord approval for the offering of the of Investor I Tranche B Subscription Shares to Investor I and Investor II Tranche B Subscription Shares to Investor II on a preferential allotment basis;

- (ix) The Shareholders shall have passed a special resolution approving the issuance of Investor I Tranche B Subscription Shares to Investor I and Investor II Tranche B Subscription Shares to Investor II on a preferential allotment basis at the Tranche B Closing subject to and in accordance with the terms of this Agreement;
- (x) The Company shall have issued the offer letter in Form PAS-4 (in writing or in electronic mode) along with the application form(s) mandated by Rule 13 of the Companies (Share Capital and Debentures) Rules, 2014, read with Rule 14(1)(b) of the Companies (Prospectus and Allotment of Securities) Rules, 2014, to Investor I in regard to the Investor I Tranche B Subscription Shares and Investor II in regard to Investor II Tranche B Subscription Shares;
- (xi) The Company shall have filed Form MGT-14 with the RoC in regard to the special resolution passed for approving the offer of Investor I Tranche B Subscription Shares to Investor I and Investor II Tranche B Subscription Shares to Investor II; and
- (xii) The Company shall have filed the offer letter in Form PAS-4, along with PAS-5, with the RoC in regard to issue of offer letter in relation to the preferential allotment of the of Investor I Tranche B Subscription Shares to Investor I and Investor II Tranche B Subscription Shares to Investor II.

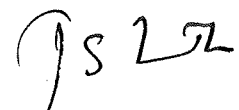


**Schedule 3C – Promoter & Company Conditions Precedent for Tranche B Closing  
assuming Secondary Transaction**

*(refer to Clause 4.1)*

In terms of Clause 4.1, the Company and Promoters shall fulfil or procure the fulfilment of the following conditions prior to the Tranche B Closing Date:

- (i) No administrative, investigatory, judicial or arbitration proceedings shall have been instituted by any Person against the Company or Promoters, which involves a challenge to or seeks to or which prohibits, prevents, restrains, restricts, makes illegal or otherwise interferes with the consummation of any of the transactions contemplated in this Agreement;
- (ii) There shall have been no breach of any of the provisions of this Agreement by the Company or Promoters, and each of the Promoter & Company Warranties shall have been true, correct and accurate in all respects on and as of the Execution Date and remaining true, correct and accurate until the Tranche B Closing Date, with the same force and effect as if such representations and warranties have been given on each day falling between the Execution Date and Tranche B Closing Date (both inclusive);
- (iii) There shall have been no Material Adverse Effect;
- (iv) The Company and the Promoters shall have, if required, submitted an updated Disclosure Letter to be dated as on the Tranche B Closing Date to the Investors on account of circumstances arising after the Execution Date and the Investors having consented to updation of the Disclosure Letter and being satisfied with such additional disclosures;
- (v) The Investors shall have been provided a valuation report *inter alia* specifying the fair market value of the Investor I Tranche B Sale Shares and Investor II Tranche B Sale Shares and the valuation therein being the same or lower than the valuation accorded under this Agreement;
- (vi) Company and the Promoters shall have obtained all Approvals that are necessary for consummation of the transactions contemplated under the Transaction Documents either in terms of Applicable Laws, the Constitutional Documents or contracts such as financing documents and material contracts, including: (a) waiver of pre-emption rights, if any, of the Shareholders in terms of the Constitutional Documents; and (b) Approvals from all relevant Governmental Authorities, if any;
- (vii) The Agreed Forms of the Board and Shareholders' resolutions to be passed at the Tranche B Closing and all other Transaction Documents, shall have been finalized to the satisfaction of the Investors; and
- (viii) Promoter II and Promoter III shall have delivered to each of the Investors a certificate under Section 281 of the Income Tax Act, 1961 for transfer of the Investor I Tranche A Shares and Investor II Tranche A Shares to Investor I and Investor II respectively.



**Schedule 4 – Format of CP Fulfilment Notice**

*(refer to Clause 4.3.1)*

*[On the letterhead of the Company]*

*[Date]*

*[Investor I]*

*or*

*[Investor II]*

**Re : Investment Agreement dated 19 January 2017 between India Business Excellence Fund – II, India Business Excellence Fund – IIA, Mr. Raghunandana Tangirala, Mrs. Shanthi Tangirala, Tangi Facility Solutions Private Limited and Updater Services Private Limited**

**Sub : CP Fulfilment Notice**

Dear Sir/ Ma'am,

This is in regard to the Investment Agreement dated 19 January 2017 between India Business Excellence Fund – II, India Business Excellence Fund – IIA, Mr. Raghunandana Tangirala, Mrs. Shanthi Tangirala, Tangi Facility Solutions Private Limited and Updater Services Private Limited (“**Investment Agreement**”).

Capitalized terms used but not defined in this letter have the meaning assigned to such terms in the Investment Agreement.

In terms of clause 4.3.1 of the Investment Agreement, the Company and Promoter shall, immediately on fulfilment of all the Promoter & Company Conditions Precedent, furnish a certificate to the Investors, indicating compliance with such Promoter & Company Conditions Precedent.

We hereby certify that all the Promoter & Company Conditions Precedent have been fulfilled by Company and Promoters. All necessary documents evidencing the satisfaction of such Promoters & Company Conditions Precedent are annexed as Annexure 1.

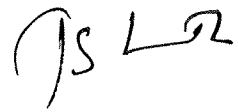
Yours Sincerely,

For *[Name of the Party]*

Name: Mr/Ms. [●]

Designation: [●]

Annexure 1 to the CP Fulfilment Notice



## Schedule 5A– Closing Actions for Tranche A Closing

*(refer to Clause 5.2.1)*

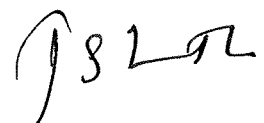
The Company and the Promoters covenant with the Investors that on the Tranche A Closing Date, the following actions shall be undertaken in the sequence and manner given below, each action being fully completed before the next action is undertaken:

- (i) The Promoters and the Company shall deliver to the Investors, a certificate, in Agreed Form, stating that: (a) no event has occurred between the Execution Date and Tranche A Closing Date (both inclusive) that either amounts to a Material Adverse Effect or would reasonably be expected to have a Material Adverse Effect or renders the actions taken by the Company and, or, the Promoters towards fulfilment of the Promoter & Company Conditions Precedent invalid or adversely affects such actions, and (b) each of the Promoter & Company Warranties have remained true, correct and accurate until the Tranche A Closing Date as per the requirements of Clause 15.6.
- (ii) The Investors shall issue the necessary payment instructions for the wire transfer of the Investor I Tranche A Subscription Consideration and Investor II Tranche A Subscription Consideration to the Company Bank Account.
- (iii) Immediately upon confirmation of receipt of the Investor I Tranche A Subscription Consideration and Investor II Tranche A Subscription Consideration in the Company Bank Account, the Company shall cause the Board to hold a meeting and pass appropriate resolutions to:
  - (a) acknowledge the receipt of the Investor I Tranche A Subscription Consideration, and Investor II Tranche A Subscription Consideration ;
  - (b) issue and allot the Investor I Tranche A Shares and Investor II Tranche A Shares to Investor I and Investor II respectively;
  - (c) appoint the persons nominated by each Investor, as additional directors on the Board;
  - (d) record the effectiveness of this Agreement;
  - (e) record the Investor I and Investor II in the register of members maintained by the Company as the holders of the Investor I Tranche A Shares and Investor II Tranche A Shares respectively;
  - (f) adopt the anti-corruption policy prescribed by the Investors;
  - (g) subject to approval of Shareholders, approve and adopt the Restated Articles; and
  - (h) authorise the filing of necessary forms with the RoC and performance of such other actions as may be necessary under Applicable Laws to give effect to the above resolutions.
- (iv) The Company shall and the Promoters shall cause the Company to hold an extraordinary general meeting at shorter notice and at such meeting approve the adoption of the Restated Articles and the appointment of the directors nominated by Investors and other relevant actions undertaken by the Company on the Tranche A Closing Date;
- (v) The Company shall and the Promoters shall cause the Company to enter the names of the Investor I and Investor II in the records of the Company (including in the register

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of members) as the holders of the Investor I Tranche A Shares and Investor II Tranche A Shares issued and allotted to them in terms of this Agreement;

- (vi) The Company shall and the Promoters shall cause the Company to pay requisite stamp duty in regard to issuance of Investor I Tranche A Shares and Investor II Tranche A Shares and issue requisite instructions, in accordance with Applicable Laws, to the depository participant of the Company to credit the Investor I Tranche A Shares to the Investor Demat Account of Investor I and credit the Investor II Tranche A Shares to the Investor Demat Account of Investor II, in such a manner so as to ensure that the Investor I Tranche A Shares and Investor II Tranche A Shares get credited into the Investor Demat Accounts within the same Business Day;
- (vii) The Company shall and the Promoters shall cause the Company to deliver to the Investors, certified true copies of:
  - (a) the minutes of the aforesaid meeting of the Board and the minutes of the aforesaid extraordinary general meeting of the Shareholders; and
  - (b) the extract of the register of members of the Company evidencing the Investor I and Investor II as members of the Company in respect of the Investor I Tranche A Shares and Investor II Tranche A Shares respectively issued and allotted to them; and
- (viii) The Parties shall take all such actions as are necessary to effectively give effect to the Tranche A Closing in accordance with the letter and spirit of this Agreement and other Transaction Documents.



## Schedule 5B – Closing Actions for Tranche B Closing assuming Primary Transaction

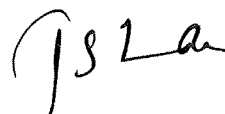
*(refer to Clause 5.3.1)*

The Company and the Promoters covenant with the Investors that on the Tranche B Closing Date, the following actions shall be undertaken in the sequence and manner given below, each action being fully completed before the next action is undertaken:

- (i) The Promoters and the Company shall deliver to the Investors, a certificate, in Agreed Form, stating that: (a) no event has occurred between the Execution Date and Tranche B Closing Date (both inclusive) that either amounts to a Material Adverse Effect or would reasonably be expected to have a Material Adverse Effect or renders the actions taken by the Company and, or, the Promoters towards fulfilment of the Promoter & Company Conditions Precedent invalid or adversely affects such actions, and (b) each of the Promoter & Company Warranties have remained true, correct and accurate until the Tranche B Closing Date as per the requirements of Clause 15.6.
- (ii) The Investors shall issue the necessary payment instructions for the wire transfer of the Investor I Tranche B Subscription Consideration and Investor II Tranche B Subscription Consideration to the Company Bank Account.
- (iii) Immediately upon confirmation of receipt of the Investor I Tranche B Subscription Consideration and Investor II Tranche B Subscription Consideration in the Company Bank Account, the Company shall cause the Board to hold a meeting and pass appropriate resolutions to:
  - (a) acknowledge the receipt of the Investor I Tranche B Subscription Consideration and Investor II Tranche B Subscription Consideration ;
  - (b) issue and allot the Investor I Tranche B Subscription Shares and Investor II Tranche B Subscription Shares to Investor I and Investor II respectively;
  - (c) record the effectiveness of this Agreement;
  - (d) record the Investor I and Investor II in the register of members maintained by the Company as the holders of the Investor I Tranche B Subscription Shares and Investor II Tranche B Subscription Shares respectively; and
  - (e) authorise the filing of necessary forms with the RoC and performance of such other actions as may be necessary under Applicable Laws to give effect to the above resolutions.
- (iv) The Company shall and the Promoters shall cause the Company to enter the names of the Investor I and Investor II in the records of the Company (including in the register of members) as the holders of the Investor I Tranche B Subscription Shares and Investor II Tranche B Subscription Shares issued and allotted to them in terms of this Agreement;
- (v) The Company shall and the Promoters shall cause the Company to pay requisite stamp duty in regard to issuance of Investor I Tranche B Subscription Shares and Investor II Tranche B Subscription Shares and issue requisite instructions, in accordance with Applicable Laws, to the depository participant of the Company to credit the Investor I Tranche B Subscription Shares to the Investor Demat Account of Investor I and credit the Investor II Tranche B Subscription Shares to the Investor Demat Account of Investor II, in such a manner so as to ensure that the Investor I Tranche B Subscription

Shares and Investor II Tranche B Subscription Shares get credited into the Investor Demat Accounts within the same Business Day;

- (vi) The Company shall and the Promoters shall cause the Company to deliver to the Investors, certified true copies of:
  - (a) the minutes of the aforesaid meeting of the Board; and
  - (b) the extract of the register of members of the Company evidencing the Investor I and Investor II as members of the Company in respect of the Investor I Tranche B Subscription Shares and Investor II Tranche B Subscription Shares respectively issued and allotted to them; and
- (vii) The Parties shall take all such actions as are necessary to effectively give effect to the Tranche B Closing in accordance with the letter and spirit of this Agreement and other Transaction Documents.





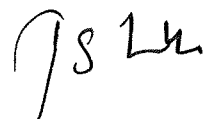
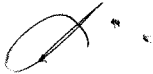
## Schedule 5C – Closing Actions for Tranche B Closing assuming Secondary Transaction

(refer to Clause 5.3.2)

The Company and the Promoters covenant with the Investors that on the Tranche B Closing Date, the following actions shall be undertaken in the sequence and manner given below, each action being fully completed before the next action is undertaken:

- (i) The Promoters and the Company shall deliver to the Investors, a certificate, in Agreed Form, stating that: (a) no event has occurred between the Execution Date and Tranche B Closing Date (both inclusive) that either amounts to a Material Adverse Effect or would reasonably be expected to have a Material Adverse Effect or renders the actions taken by the Company and, or, the Promoters towards fulfilment of the Promoter & Company Conditions Precedent invalid or adversely affects such actions, and (b) each of the Promoter & Company Warranties have remained true, correct and accurate until the Tranche B Closing Date as per the requirements of Clause 15.6.
- (ii) The Investors shall issue the necessary payment instructions for the wire transfer of the relevant portion of the Investor I Tranche B Sale Consideration and Investor II Tranche B Sale Consideration to Promoter II Bank Account and Promoter III Bank Account.
- (iii) Immediately upon confirmation of receipt of the relevant portion of the Investor I Tranche B Sale Consideration and Investor II Tranche B Sale Consideration to Promoter II Bank Account and Promoter III Bank Account, Promoter II and Promoter III shall instruct their depository participant to transfer the Investor I Tranche B Sale Shares and Investor II Tranche B Sale Shares to the Investor Demat Account of Investor I and Investor Demat Account of Investor II respectively and submit evidence of such instructions and debit of the Investor I Tranche B Sale Shares and Investor II Tranche B Sale Shares from the relevant demat accounts to the Investors. While this Agreement currently contemplates transfer of Investor I Tranche B Sale Shares and Investor II Tranche B Sale Shares from Promoter II and Promoter III in equal proportion, the Parties may mutually agree to change the *inter se* proportion between Promoter II and Promoter III or agree that all such shares shall be sold and transferred only by Promoter II or Promoter III, as the case may be. In such a scenario, this provision shall be amended by the Parties through an amendment agreement.
- (iv) After credit of the Investor I Tranche B Sale Consideration and Investor II Tranche B Sale Consideration in Promoter II Bank Account and Promoter III Bank Account, Promoter II and Promoter III shall provide to the Investors a receipt, in Agreed Form, for the Investor I Tranche B Sale Consideration and Investor II Tranche B Sale Consideration received by them.
- (v) The Company shall, and the Promoters shall cause the Board to hold a meeting and pass appropriate resolutions to:
  - (a) record the transfer of the Investor I Tranche B Sale Shares in favour of Investor I and Investor II Tranche B Sale Shares in favour of Investor II;
  - (b) record the Investor I and Investor II in the register of members maintained by the Company as the sole holder of the Investor I Tranche B Sale Shares and Investor II Tranche B Sale Shares respectively; and

- (c) authorise the filing of necessary forms with the RoC and performance of such other actions as may be necessary under Applicable Laws to give effect to the above resolutions.
- (vi) The Company shall and the Promoters shall cause the Company to enter the names of the Investor I and Investor II in the records of the Company (including in the register of members) as the sole holders of the Investor I Tranche B Sale Shares and Investor II Tranche B Sale Shares respectively purchased by them in terms of this Agreement;
- (vii) The Company shall and the Promoters shall cause the Company to deliver to the Investor, certified true copies of:
  - (a) the minutes of the aforesaid meeting of the Board; and
  - (b) the extract of the register of members of the Company evidencing the Investor I and Investor II as member of the Company in respect of the Investor I Tranche B Sale Shares and Investor II Tranche B Sale Shares respectively transferred to them; and
- (viii) The Parties shall take all such actions as are necessary to effectively give effect to the Tranche B Closing in accordance with the letter and spirit of this Agreement and other Transaction Documents.



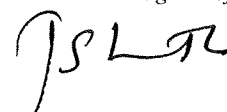
## Schedule 6 – Post Tranche A Closing Actions

(refer to Clause 6.1)

The Company and the Promoters covenant with the Investors that the following actions shall be undertaken within the timelines prescribed below:

- (i) within the timelines set out in **Schedule 11**, implement the relevant actions pertaining to the environment and social action plan set out therein;
- (ii) within 30 (thirty) days from the Tranche A Closing Date, the Company shall deliver to the Investors, a certified true copy of:
  - (a) Form DIR-12 filed with the RoC in connection with the appointment of the persons nominated by the Investors as directors of the Company;
  - (b) Form PAS-3, Form PAS-4 and PAS-5 duly filed with the RoC in connection with the issue and allotment of the Investor I Tranche A Shares and Investor II Tranche A Shares;
  - (c) Form MGT-14 filed with the RoC in relation to the special resolution passed *inter alia* for the purposes of adopting the Restated Articles and the appointment of the directors nominated by Investors;
  - (d) all other forms and filings that are to be made by the Company with the RoC, the Reserve Bank of India or Authorised Dealer Bank, as applicable, in relation to actions contemplated in this Agreement or the other Transaction Documents;
- (iii) within 6 (six) months from the Tranche A Closing Date, the Promoters and the Investors shall mutually agree upon the exact mechanism and structure for sharing the Investor Excess in terms of Clause 12.4;
- (iv) no later than 5 March 2017, the Company shall have increased its authorized capital to allow for the issuance and allotment of the Bonus Issue, in accordance with the provisions of the Companies Act and other Applicable Laws and shall have filed Form SH-7 in relation to the increase in its authorized capital with the RoC;
- (v) no later than 15 March 2017, the Company shall have issued and allotted 3,95,20,770 (three crores ninety five lakhs twenty thousand seven hundred and seventy) fully-paid Equity Shares to the Shareholders as a bonus issue based on a share entitlement ratio of 45:10 (i.e., each Shareholder shall be issued 45 (forty five) fully paid-up Equity Shares for every 10 (ten) fully paid-up Equity Share held by such Shareholder) which shall result in the shareholding pattern set out in **Schedule 2C** of this Agreement in a manner acceptable to the Investors ("**Bonus Issue**");
- (vi) (a) within 6 (six) months from the Tranche A Closing Date, appoint at least 1 (one) Independent Director identified by Investor I and Investor II on the Board; and (b) within 12 (twelve) months from the Tranche A Closing Date, appoint 1 (one) more Independent Director (in addition to the Independent Director in terms of sub-clause (i) above) identified by the Promoters on the Board; For the avoidance of doubt, it is hereby clarified that the number of Independent Directors on the Board shall not be less than 2 (two) in number;

- (vii) within 6 (six) months from the Tranche A Closing Date, the Company shall have formulated and approved the Dividend Policy which is acceptable to the Investors;
- (viii) within 6 (six) months from the Tranche A Closing Date, the Company shall have executed and registered the sale deed required to be executed in terms of the sale agreement dated 25 April 2016 entered into by the Company with Tangirala Raghunandana for sale of premises being Flat A, 4<sup>th</sup> Floor, Block III, 'Prapancha', Madha Koil Street, Okkiampet, Chennai 600 097 and shall have ensured mutation of the said land in the name of the Company;
- (ix) within 6 (six) months from the Tranche A Closing Date, the Company shall have appointed a chief executive officer which is acceptable to the Investors;
- (x) within 3 (three) months from the Tranche A Closing Date, the Company shall have obtained the prior written consent of Hyundai Motor India Limited for change in constitution and shareholding pattern of the Company pursuant to the transaction contemplated by this Agreement;
- (xi) within 3 (three) months from the Tranche A Closing Date, the Company shall have obtained a suitable directors' and officers' liability insurance for all Directors (including the Investor Directors) and officers of the Company, with a reputable insurer for at least INR 5,00,00,000 (Indian Rupees five crores) or such higher amount which is mutually agreeable to the Investors and Promoters and on terms acceptable to the Investors;
- (xii) within 3 (three) months from the Tranche A Closing Date, the Company shall have intimated ICICI Bank Limited of the changes effected by the Restated Articles;
- (xiii) within 3 (three) months from the Tranche A Closing Date, the Company shall have amended, to the satisfaction of each of the Investors, the standard employment agreement entered into it with all employees;
- (xiv) within 3 (three) months from the Tranche A Closing Date, the Company shall have amended, to the satisfaction of each of the Investors, the standard consultancy agreement entered into it with all consultants;
- (xv) within 3 (three) months from the Tranche A Closing Date, the Company shall have amended its policy on maternity leave to the satisfaction of each of the Investors;
- (xvi) within 3 (three) months from the Tranche A Closing Date, the Company and Promoters shall have evaluated the existing internal audit process of the Company in consultation with the Investor and identified a suitable internal auditor to the satisfaction of the Investor;
- (xvii) within 3 (three) months from the Tranche A Closing Date, the Company shall have appointed a suitable person from a non-government organisation or an association committed to the cause of women to its internal complaints committee in compliance with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013;
- (xviii) within 3 (three) months from the Tranche A Closing Date, the Company shall have ensured that an internal complaints committee is constituted at each of its



offices/branches in compliance with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013;

- (xix) within 3 (three) months from the Tranche A Closing Date, the Company shall have amended its policy on pay day to the satisfaction of each of the Investors;
- (xx) within 3 (three) months from the Tranche A Closing Date, the Company shall ensure that all Key Managerial Personnel and Management shall enter into appropriate employment agreements in Agreed Form with the Company and such employment agreements shall necessarily include non-compete restrictions on the Key Managerial Personnel or Management as the case may be;
- (xxi) within 3 (three) months from the Tranche A Closing Date, the Company shall have obtained from the Commercial Taxes Department of the government of Tamil Nadu a fresh certificate of registration under the Tamil Nadu Value Added Tax Act, 2006 that mentions the present principal place of business of the Company;
- (xxii) within 3 (three) months from the Tranche A Closing Date, the Company shall have procured that the change in its place of business is reflected in the certificate of registration obtained by the Company under the Tamil Nadu Value Added Tax Act, 2006, pursuant to the intimation dated 23 April 2015 made to the Commercial Taxes Department; and
- (xxiii) within 6 (six) months from the Tranche A Closing Date, the Promoters and the Company shall have ensured that the constitutional documents of Avon Solutions and Logistics Private Limited, Integrated Technical Staffing and Solutions Private Limited and Tangy Supplies and Solutions Private Limited have been amended and restated to reflect the provisions of the 2013 Act.

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## Schedule 7 – Promoter & Company Warranties

(refer to Clause 15.2)

### 1 AUTHORITY AND CAPACITY

- 1.1 The Company and the Promoters reiterate their representations and warranties set forth in Clause 15.1 of this Agreement and assure the Investors that they have all requisite power and authority to execute and deliver this Agreement and to perform their obligations under such agreements.
- 1.2 The Company is duly incorporated, validly existing as a private limited company under the laws of India and has full corporate power and authority to own and operate the Assets and properties it now owns and operates and to carry on its Business as now being conducted and as proposed to be conducted. The information pertaining to the Company provided in **Schedule 1** is true in all respects and the same gives a true and accurate description of the Company.
- 1.3 The Company and its state of affairs are under the direct control and supervision of the Promoters.
- 1.4 The Company is not engaged in any business other than the Business.
- 1.5 The Company and the Promoters represent and warrant that:
  - (i) the Company and the Promoters have not, nor has anyone on their behalf, done, committed or omitted any act, deed, matter or thing whereby the Investor Shares can be forfeited, extinguished or rendered void or voidable; and
  - (ii) neither entering into, nor compliance with, nor completion of this Agreement could reasonably be expected to cause the Company to lose the benefit of any material right, credit or privilege it presently enjoys, or to cause any Person who normally does business with the Company not to continue to do so on the same basis.

### 2 TITLE TO INVESTOR SHARES

- 2.1 The issuance or transfer (as the case may be) of the Investor Shares in terms hereof on the Tranche A Closing Date and, or, the Tranche B Closing Date (as the case may be) shall result in the vesting of the title and ownership of the relevant Investor Shares to the Investors free from any Encumbrance and immediately upon completion of such vesting the Investors shall have a valid title to and shall be the sole legal and beneficial owner of the relevant Investor Shares.
- 2.2 All the Investor Shares shall be duly authorized, legally and validly issued and allotted and fully paid up. The Investor Shares shall rank *pari passu* with the other Equity Shares of the Company.
- 2.3 Other than as recorded in the Transaction Documents, there are, and shall be, no voting trusts or agreements, options, pre-emptive rights, rights of first refusal, rights of first offer, proxies, agreements or understandings (exercisable now or in the future and contingent or otherwise) that affect the Investor Shares or under which the Company or

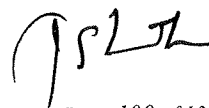

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any other Person has any right or an option (contingent or otherwise) to purchase, redeem or otherwise acquire any of the Investor Shares or any interest therein or may entitle any Person to call for the creation or which may require any holder of Investor Shares to create any Encumbrances over any of the Investor Shares.

- 2.4 The Company and Promoters have not, nor has anyone on their behalf done, committed or omitted any act, deed, matter or thing whereby the Investor Shares can be forfeited, extinguished or rendered void or voidable after their issuance on the relevant Closing Date. Neither the Company and Promoters nor anyone acting on their behalf have entered into or arrived at any agreement and, or, arrangement, written or oral, with any Person in respect of the Investor Shares, which will render the issuance of the Investor Shares in violation of such agreements.
- 2.5 The Company and Promoters have not committed or omitted to take any actions, and there are no proceedings threatened or pending against the Company and, or, the Promoters that could result in any Person including a Governmental Authority exercising any rights whatsoever in relation to any of the Investor Shares.
- 2.6 As of the relevant Closing Date, all fees and duties payable under Applicable Laws in relation to the subscription of the Investor Shares have been duly and validly paid.
- 2.7 The Promoters and, or, their Affiliates have not created any Encumbrance on any of the Securities held by them in the Company and have not entered into any arrangement, contract or any other document for pledge, non-disposal undertaking, power of attorney or any other such structure which creates any Encumbrance in favour of any Person on the Equity Shares or other securities, if any, held by the Promoters and, or, their Affiliates in the Company and no claim subsists in regard to the title to Equity Shares or other securities, if any, held by the Promoters and, or, their Affiliates in the Company and no other Person has initiated any Litigation in regard to such shares or securities

### 3 CORPORATE MATTERS

- 3.1 The capital structure and shareholding pattern of the Company, on Fully Diluted Basis, as of the Execution Date is as stated in **Schedule 2A** of this Agreement, and the capital structure and shareholding pattern of the Company, on Fully Diluted Basis, after the issue and allotment or transfer (as the case may be) of the Investor Shares in terms of this Agreement shall be as stated in **Schedule 2B** of this Agreement pursuant to the Tranche A Closing, and **Schedule 2D** or **Schedule 2E** (as the case may be) pursuant to the Tranche B Closing.
- 3.2 There are no outstanding rights, plans, options, warrants, calls, conversion rights, repurchase rights, redemption rights or any contracts, arrangements, requirements or commitments of any character (either oral or written, firm or conditional) obligating the Company to issue, deliver, sell, purchase, repurchase or otherwise acquire, or cause to be issued, delivered, sold, purchased, repurchased or otherwise acquired, any Equity Shares or any Dilution Instrument of the Company or obligating the Company to grant, extend or enter into any such contract, arrangement, requirement or commitment, nor are there any rights to receive dividends or other distributions in respect of any such shares and securities.



- 3.3 The Company has not received any notice or other communication from any Person and to there has been no claim from any Person in regard to the title to any of the Equity Shares held by the Promoters.
- 3.4 There is no action, suit, proceeding or investigation pending or threatened against the Company, or the Promoters which questions the validity of this Agreement or the right of the Company or the Promoters to enter into this Agreement, or to consummate the transactions contemplated thereby, or which could reasonably result in any change in the current ownership of the Company.
- 3.5 There are no existing contracts among the Shareholders with respect to the holding, voting, transfer or otherwise, with respect to any Equity Shares, Dilution Instruments or other securities of the Company.
- 3.6 The Company does not have, either directly or indirectly, any investments or ownership interest, equity shares, Dilution Instruments, other securities or voting rights in any Person.
- 3.7 The copies of the Constitutional Documents of the Company delivered to the Investors are true, correct and complete copies and the Company has complied with all the provisions of such documents, and in particular has not entered into any *ultra vires* transactions.
- 3.8 None of the members of the Board of the Company, Promoters and their Affiliate are involved in any business which directly competes with the business of the Company.
- 3.9 The Company, its Subsidiaries and the businesses carried on by them qualify as Indian Venture Capital Undertakings (as defined under Applicable Laws).
- 3.10 There is no fact, matter, issue or circumstances that ought to have been disclosed to the Investors prior to the signing of this Agreement that would have, in a reasonable man's opinion, an impact on the decision of Investor I and Investor II to consummate the transactions contemplated in this Agreements.

#### **4 STATUTORY BOOKS AND REGISTER**

All statutory books and registers of the Company, including the Register of Members and details of beneficial shareholders, have been properly kept in accordance with Applicable Laws and Accounting Standards. No notice that any of them is incorrect or should be rectified has been received or made which has not yet been fully resolved.

#### **5 FINANCIAL MATTERS**

##### **5.1 Accounting and other records.**

The statutory books, books of account and other records of the Company have been fairly and properly maintained in accordance with Accounting Standards on a proper and consistent basis and are up-to date and contain all information required to be entered into them by the Accounting Standards and Applicable Laws. Requirement of estimates and judgments that affect the reported amount of assets and liabilities, revenues and expenses and related disclosure of contingent assets and liabilities as disclosed in the Financial Statements have been consistently made in accordance with



the business operations and are continually evaluated based on available information and experience.

5.2 Financial Statements.

- (i) The Financial Statements as of 31 March 2016 have been derived from the accounting books and records of the Company.
- (ii) The Financial Statements as of 31 March 2016 gives a true and fair view of the financial position (all assets and liabilities) of the Company as on 31 March 2016, and the profit and loss account and the statement of cash flow included in the such statements give a true and fair view of the results of operation and cash flows of the Company for the year ended 31 March 2016.

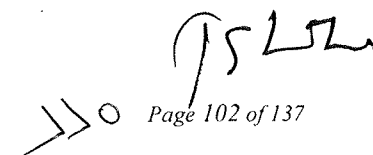
5.3 Accounting Controls.

The Company has devised and maintains systems of internal accounting controls with respect to the Business sufficient to provide assurances that (i) all transactions are recorded as necessary to permit the preparation of Financial Statements in conformity with Accounting Standards, and to maintain proper accountability for items, (ii) operation of its property and Assets is permitted only in accordance with the Board's general or specific authorisation.

5.4 Absence of certain changes since 31 March 2016.

Since 31 March 2016:

- (i) The Business of the Company has been carried on in Ordinary Course;
- (ii) No dividend or other distribution has been declared, paid or made by the Company and no issue or allotment or purchase or redemption has been made, directly or indirectly, of the Equity Shares, Dilution Instruments or other securities of the Company;
- (iii) The Company has not issued or permitted the sale of any Equity Shares, Dilution Instruments or other securities, or granted or entered into any subscriptions, options, warrants, conversion or other rights, contracts, commitments, arrangements or understandings of any kind, contingently or otherwise, to purchase or otherwise acquire any such Equity Shares, Dilution Instruments or other securities;
- (iv) The Company has not procured any borrowings or incurred any Indebtedness other than cash credit and term loans obtained with due approval of the Board;
- (v) No individual contract (whether in respect of capital expenditure or otherwise) has been entered into by the Company, which involves or could involve an obligation which may have a Material Adverse Effect;
- (vi) The Company has not acquired and disposed of, or agreed to acquire or dispose of, any individual business or asset exceeding INR 10,00,000 (Indian Rupees ten lakhs);



- (vii) The Company has not entered into any transactions, contracts or arrangements with Related Parties, the Promoters and, or, any of their Affiliates;
- (viii) The Company has not created any Encumbrance on its Business, any of its properties or Assets, tangible or intangible other than to the extent reflected in the register of charges; and
- (ix) The Company has not changed in any respect its accounting practices, policies or principles, save as required by Accounting Standards, which has not been disclosed in the accounts.

5.5 Past transactions and actions in accordance with Applicable Laws.

All subsisting transactions and, or, other actions in regard to the Company and all other transactions and, or, other actions undertaken by the Company prior to the relevant Closing Date have been carried out in accordance with all Applicable Laws and Accounting Standards in all material respects.

5.6 Debts owed by the Company.

- (i) The Company does not have any outstanding borrowing or Indebtedness in the nature of borrowing, including, without limitation, any Indebtedness for money borrowed or raised under any acceptance credit, bond, note, bill of exchange or commercial paper, finance lease, hire purchase contract, trade bills, forward sale or purchase contract or conditional sale contract or other transaction having the commercial effect of a borrowing, other than as disclosed in its Financial Statements.
- (ii) The Company has not received any notice or demand to repay any borrowing or Indebtedness.
- (iii) The total amount borrowed by the Company does not exceed any limitations on the borrowing powers contained: (a) in the Constitutional Documents; or (b) in any debenture or other deed or document binding on the Company.
- (iv) A change in the composition or management of the Company will not result in: (a) the termination of or material effect on any financial agreement or arrangement to which the Company, is a party or subject; or (b) any Indebtedness of the Company becoming due, or capable of being declared due and payable, prior to its stated maturity.

5.7 Management Certified Financial Statements.

- (i) The Management Certified Financial Statements shall be derived from the accounting books and records of the Company.
- (ii) The Management Certified Financial Statements shall give a true and fair view of the financial position (all assets and liabilities) of the Company as of 30 September 2016, and the profit and loss account and the statement of cash flow included in the such statements give a true and fair view of the results of operation and cash flows of the Company for the relevant period.

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## 6 RELATED PARTY /CONCERN

- 6.1 The Company has not entered into any contract, transaction or arrangement with any Related Party, other than as recorded in the statutory books and annual reports of the Company, in any way relating to the Company or its activities, including, without limitation, any contract, transaction or arrangement for the provision of finance, goods, services or other facilities to or by the Company or ownership of any property or assets used by the Company, nor are any amounts owed to or receivable from (whether contingently or otherwise) the Company.
- 6.2 No amounts or obligations are currently owed or outstanding between the Company and the Promoters, or any Affiliate of the Promoters or the Company, except in the Ordinary Course and at arms' length and, or, as disclosed in the Financial Statements.

## 7 TAX MATTERS

### 7.1 Tax compliances and liabilities.

- (i) The Company has complied with all Applicable Laws in regard to Taxes,.
- (ii) The Company has truly and correctly discharged all its Tax liabilities (whether or not shown in any Tax return) and there has been no non-payment of Tax liabilities or any other default in this regard, including in regard to wealth tax, income tax, sales tax, service tax, property tax, municipal tax, water tax, excise duty, customs duty, and all other applicable Tax.
- (iii) The Company has duly and correctly availed the Tax credits, benefits and exemptions on the basis of appropriate documents as prescribed under the Applicable Laws and Accounting Standards and there has been no non-compliance in relation to availment of such Tax credits, benefits and exemptions or any other default in this regard.
- (iv) All monies required to be withheld by the Company from employees, independent contractors, creditors, or other third parties for Taxes have been collected or withheld, and timely paid in full to the respective Governmental Authorities. All Taxes, transfer charges and any other charges due and payable as of the Execution Date have been paid by the Company and there have not been any defaults in respect of the same. To the best knowledge of the Company and the Promoters, there are no facts, circumstances or transactions undertaken by the Company that has given or could give rise to any additional liability to Tax in respect of the period prior to the Closing.

### 7.2 Tax returns and registrations.

- (i) As of the date of this Agreement, the Company has truly, duly filed its wealth tax, income tax, sales tax, service tax, property tax, municipal tax, water tax, excise duty, customs duty, and all other applicable Tax returns whether statutory or otherwise including any declaration, claim for refund, report or information return or statement relating to Taxes, which is required to be filed with any Governmental Authority, including any schedule or attachment thereto, and



including any amendment thereof which have not been rejected or treated as defective or invalid on grounds of completeness and, or, correctness.

- (ii) The Company has duly, completely and correctly reported all income, turnover and all other amounts and information required to be reported thereon.
- (iii) All registrations and other compliances on account of Taxes required under the Applicable Laws have been duly and timely met. There are no compliance requirements in respect of Tax, not met by the Company.

### 7.3 Audits/Disputes.

- (i) The Company has not been served with any letter, notice or summons with respect to any investigation into payment of Taxes, which has not been responded to by the Company and resolved to the satisfaction of the relevant Governmental Authorities. There are no pending investigation by any Tax authorities, notice of which has been received by the Company or the Promoters.
- (ii) No assessment, investigation or other proceeding by any Governmental Authority is pending or being conducted, with respect to:
  - (a) any Taxes due from or with respect to the Company in relation to the filing of any Tax returns or failure to do so; or
  - (b) any pending proceedings under any Tax Laws,

that has any adverse impact on the Company's ability to consummate the transactions contemplated in this Agreement.

- (iii) The Company has filed appeals before the appropriate appellate authorities against orders/claims made by the Governmental Authority wherever the matters are in dispute.
- (iv) The Company has not been subject to any search and seizure by any Governmental Authority with regard to any Tax or Tax returns of the Company, and there are no ongoing or pending actions in regard to search and seizure by any Governmental Authority with regard to any Tax or Tax returns of the Company.
- (v) The Company does not require any approval or no objection certificate under any Applicable Laws to consummate the transactions contemplated by this Agreement and such transactions will not be challenged by any Governmental Authority on the grounds of any outstanding Taxes.

### 7.4 Records and certificates.

- (i) All records and information which the Company is required to keep for Tax purposes or which would be needed to substantiate any claim made or position taken in relation to Tax by the Company, have been duly kept in compliance with the Applicable Law and Accounting Standards and are available for inspection at the relevant offices of the Company.

- (ii) The Company has taken necessary steps to recover the Tax wherever the refunds are due to the Company.

## 8 REGULATORY MATTERS

### 8.1 Consents and governmental approvals.

- (i) There are no Approvals required from the Lenders and, or, Shareholders of the Company for issue and allotment or transfer (as the case may be) of Investor Shares and for consummation of all other actions contemplated under this Agreement.
- (ii) The Company has obtained all consents or governmental approvals which are necessary for the continuous operations of the Business or ownership of its Assets and each of the consents and governmental approvals obtained by the Company is in full force and effect and if subject to any conditions, such conditions have been complied with in all respects.
- (iii) There is no litigation pending or threatened that would result in the termination, revocation, cancellation, suspension, modification or non-renewal of any of such consents or governmental approvals.
- (iv) To the knowledge of the Company and the Promoters, there are no circumstances which indicate that any such consents and governmental approvals will or are likely to be terminated, revoked, cancelled, suspended, modified or cannot be renewed, in whole or in part, in the Ordinary Course (whether as a result of this Agreement or otherwise) and there is no reasonable basis for such termination, revocation, cancellation, suspension, modification or non-renewal.

### 8.2 Compliance.

- (i) The Company has not established any committees of the Board of Directors;
- (ii) The Company has not been in conflict with, contravened or in violation or breach of or default under (with or without the giving of notice or the lapse of time or both):
  - (a) any law applicable to it or its Business, any of its properties, Assets, operations or businesses;
  - (b) any order, judgment or decree of any court or other Governmental Authority to which the Company is a party or by which any of its Assets or properties may be bound or affected;
  - (c) any provision of its Constitutional Documents; or
  - (d) any contract to which the Company is a party.

which has not yet been fully resolved;

- (iii) The Company has not received any notice alleging any such conflict, contravention, violation, breach or default which has not yet been fully resolved.

- (iv) The Company has paid adequate stamp duty in terms of Applicable Laws and complied with the requirements of Registration Act, 1908 while executing sale, conveyance, leave and license and lease deed(s) in regard to its Assets or assets leased /licenced by it.

### 8.3 Compliance with anti-bribery and anti-corruption laws.

- (i) The Company has not violated any anti-bribery and anti-corruption laws referred to in Clause 14.2, nor has the Company (either on their own behalf or on behalf of other Person(s)) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, to any Government Official or to any Person under circumstances where the Company knew or ought reasonably to have known (after due and proper inquiry) that all or a portion of such money or thing of value would be offered, given, or promised, directly or indirectly, to a Person on behalf of the Company or with respect to the transaction contemplated by this Agreement:

- (a) for the purpose of: (i) influencing any act or decision of a Government Official in their official capacity; (ii) inducing a Government Official to do or omit to do any act in violation of their lawful duties; (iii) securing any improper advantage; (iv) inducing a Government Official to influence or affect any act or decision of any Governmental Authority; or (v) assisting the Company in obtaining or retaining business for itself or another Person; or

- (b) in a manner which would constitute or have the purpose or effect of public or commercial bribery, acceptance of, or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage.

- (ii) The Company is not and none of the Company's promoters, shareholders, Key Managerial Personnel, employees, directors and officers are Government Officials. Government Officials means (a) any official, officer, employee, or representative of, or any Person acting in an official capacity for or on behalf of, any governmental authority, or (b) any company, business, enterprise or other entity owned, in whole or in part, or controlled by any Person described in the foregoing clause (a) of this definition.

## 9 **COMPANY'S ASSETS**

### 9.1 Sufficiency and Condition

The Assets and properties of the Company that are used in the Business are in good operating condition and repair, subject to normal wear and tear, and are adequate and suitable for the purposes for which they are currently being used and sufficient for the purposes of conducting the Business.

### 9.2 Ownership.



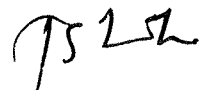
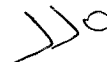
- (i) All the Assets included in the Financial Statements as of 31 March 2016 and acquired since 31 March 2016 are the absolute property of the Company and the Company has not created any Encumbrance on such Assets other than as recorded in the Financial Statements.
- (ii) The Company is the sole and exclusive owner of Flat A, 4<sup>th</sup> Floor, Block III, 'Prapancha', Madha Koil Street, Okkiampet, Chennai 600 097 which is the absolute property of the Company and the Company has not created any Encumbrance on such properties. The mutation of the aforementioned property in favour of the Company is still pending.

### 9.3 Possession.

- (i) The Company is in absolute owner and in peaceful possession of all Assets as mentioned Financial Statements as of 31 March 2016 and acquired since 31 March 2016 and there are no leases, subleases, licenses, concessions or other agreements, written or oral, granting any party or parties the right of use or occupancy of such Assets or part thereof.
- (ii) There are no Assets that are used in the Business or otherwise held by the Company but that are not owned by the Company, other than as disclosed in its Financial Statements.
- (iii) The Company has valid leasehold rights for all leasehold property that is in its possession and all lease arrangements in this regard are in full force and effect.

### 9.4 Insurance.

- (i) The Company maintains adequate insurance on all of its Assets, in accordance with prudent business practice. No notice of cancellation or termination has been received with respect to any such policy. There are no claims pending under any of said policies, or disputes with insurers, other than insurance claims in connection with employees / workmen of the Company that arise in Ordinary Course.
- (ii) The insurance policies held by the Company are on such terms (including without limitation as to deductibles and self-insured retentions) to cover such risks, contain such deductibles and retentions and are in such amounts as are (a) customarily held by companies engaged in the same or similar business as the Company, and (b) required pursuant to the provisions of any contract the Company is a party to.
- (iii) All insurance policies taken by the Company are in full force and effect, and all premiums due thereon have been paid and the Company is not in default thereunder.
- (iv) The Company has duly observed and complied with the terms and warranties of the insurance policies and to the best knowledge of the Promoters, the Company has not done, or omitted to do or suffered anything to be done or not to be done which has or might reasonably be expected to render any policies of insurance void or voidable. To the knowledge of the Company and the Promoters, there



are no circumstances which might lead to any liability under such insurance being avoided by the insurers or the premia being increased and there is no fact or circumstance, which might lead to any of the contracts of insurance which cover those risks being prejudiced in any way.

#### 9.5 Intellectual Property Rights.

- (i) To the best knowledge of the Company and the Promoters, the Company has not infringed, used or disclosed or misappropriated and the business / operations of the Company does not constitute an infringement, unauthorized use or disclosure, or misappropriation of the Intellectual Property Rights of any Person, violate any right of any Person, defame or libel any Person or constitute unfair competition or trade practices and, does not infringe any patent of any Person.
- (ii) The Company has not received any notice from any Person claiming that operations of the Company or their Affiliates, or the Business infringes, uses or discloses without authorization, or misappropriates any Intellectual Property Rights of any Person, invites the taking of a license, authorization, covenant not to sue or the like under any Intellectual Property Rights, or defames or libels any Person or constitutes unfair competition or trade practices under the laws of any jurisdiction (nor there exists any basis therefor). The Company or their Affiliates are not a party to any pending or threatened proceeding which involves a claim of infringement, unauthorized use or disclosure, or misappropriation or otherwise arising out of a right or claimed right of any Person with respect to any Intellectual Property Rights.
- (iii) The Company is not required, obligated, or under any liability whatsoever, to make any payments by way of royalties, fees or otherwise to any owner, licensor of, or other claimant to of any Intellectual Property Rights, or other Person, with respect to the use or practice thereof.

### 10 **CONTRACTUAL MATTERS**

10.1 There are no outstanding contracts (both written and oral) to which the Company is a party, which:

- (i) relates to Indebtedness (whether incurred, assumed, guaranteed or secured by any asset) other than as recorded in the Financial Statements;
- (ii) by virtue of the execution, delivery or performance of the terms of this Agreement, will result in: (1) any other party being relieved of any obligation or becoming entitled to exercise any right (including any right of termination or any right of pre-emption or other option); or (2) the Company being in default under any such contract or losing any benefit, right or licence which it currently enjoys or in a liability or obligation of the Company being created or increased which was entered into otherwise than in the Ordinary Course by way of bargain at arm's length (including, without limitation, in respect of shared facilities);
- (iii) establishes any joint venture, consortium, partnership or profit (or loss) sharing contract or arrangement;



- (iv) relates to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);
- (v) limits the freedom of the Company to carry on the business;
- (vi) guarantees the liabilities or obligations of any other Person;
- (vii) involves except in the Ordinary Course and on an arm's length basis (1) expenditure by the Company in excess of INR 1,000,000 (Indian Rupees one million) and (2) obligations or restrictions on the Company;
- (viii) establishes any agency, distributorship, marketing, purchasing, licensing contract or arrangement;
- (ix) relates to the fixation of wages with a trade union; and, or
- (x) required to be entered in the Register of Contracts, Companies and Firms etc. in which directors are interested maintained under 2013 Act.

#### 10.2 Defaults.

- (i) Each contract to which the Company is a party is a legal, valid and binding obligation of the Company and the counterparty thereto, and is in full force and effect in all respects.
- (ii) The Company is not in default under any contract to which it is a party.
- (iii) There are no outstanding claims or liabilities for breach or alleged breach of any restrictive covenants or for any allegations of defamation, against the Company.
- (iv) No party to a contract with the Company has terminated any such contract after 30 September 2016 or has informed the Company about its intention to terminate any such contract, prior to the expiration of its term.
- (v) All corporate guarantee(s) and other guarantees and assurances issued by the Company have been provided after procuring appropriate Board and Shareholders approvals, as applicable, are within the limits prescribed in, and otherwise in compliance with the provisions of 2013 Act and all other Applicable Laws.

#### 10.3 Grant.

No grant has been received by the Company from the Government or any Governmental Authority.

### 11 LITIGATION AND INVESTIGATIONS

There is no subsisting/pending Litigations, mediations, disputes and proceedings before any forum, including arbitral tribunals and Governmental Authorities, injunction, writ, preliminary restraining order or any order of any nature issued by an arbitrator, Court or other Governmental Authority to which the Company is a party or which may affect

or might reasonably be expected to affect the Company, any of its Business, properties, or Assets. There are no pending legal or show-cause notices issued by any Governmental Authorities to or against the Company, and all legal and show-cause notices have been responded to by the Company in terms of Applicable Laws.

## 12 DIRECTORS AND EMPLOYEES

### 12.1 Employees.

- (i) As on 31 December 2016, the Company employees 758 (seven hundred and fifty eight) permanent employees, 36,603 (thirty six thousand six hundred and three) contract labourers and 563 (five hundred and sixty three) trainees / interns.
- (ii) As on 31 December 2016, the Company does not pay to any of its Employees an annual salary (whether structured as a fee, through ESOP or otherwise) exceeding INR 15,00,000 (Indian Rupees fifteen lakhs). The employees of the Company have been validly appointed in terms of Applicable Laws and no such Person is disqualified from assuming the position for which such Person is appointed.

### 12.2 Compliance with applicable laws.

The Company has in relation to each of its present and former directors and employees complied in all respects with all Applicable Laws. The Company represents and warrants that it is in compliance with the provisions of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948 and the rules, regulations and schemes made thereunder. The Company has obtained all requisite corporate approvals for payment of remuneration to its directors. Such remuneration is within the limits prescribed in, and otherwise in compliance with the provisions of 2013 Act and all other Applicable Laws.

### 12.3 Loans to Employees

Other than as provided in the Financial Statements, no loans or advances have been made by the Company to any of its employees or their relatives (as defined in Section 2(77) of the 2013 Act read with Rule 4 of the Companies (Specification of Definitions) Rules, 2014).

### 12.4 Payments on termination

Except to the extent (if any) to which provision or allowance has been made in the Financial Statements, no outstanding (for clarity devolved) liability has been incurred by the Company for breach of any contract of employment or for services or redundancy payments, protective awards, compensation for wrongful dismissal or unfair dismissal or for failure to comply with any order for the reinstatement or re-engagement of any employee or for any other liability accruing from the termination of any contract of employment or for services. No gratuitous payment has been made or benefit given (or promised to be made or given) by the Company in connection with the actual or proposed termination or suspension of employment or variation of any contract of

employment of any present or former director or employee, other than as per the requirements of Applicable Laws.

#### 12.5 Disputes.

- (i) No dispute has ever arisen between the Company and its Key Managerial Personnel, employee or a number or category of its employees (or any trade union or other body representing all or any of such employees) which has not yet been fully resolved and to the knowledge of the Company and the Promoters there are no present circumstances which are likely to give rise to any such dispute.
- (ii) No Claims have been made or threatened by present employees or ex-employees of the Company under any statutory compensation provision, or employee compensation provision which have not yet been fully resolved.
- (iii) The Company has not suffered any damage, destruction or loss (whether or not covered by insurance), or any strike or other employment-related problem, or any change in relations with, or any loss of, a supplier or customer.

#### 12.6 Stock Option Schemes.

The Company does not have in existence any employee stock option, sweat equity, stock purchase, stock appreciation right, phantom stock option or other employee benefit schemes.

#### 12.7 Effect of this Agreement.

Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated therein, shall (either alone or upon the occurrence of any additional or further acts or events) result in any payment under any contract (whether of severance pay or otherwise) becoming due from the Company to any director, officer, Key Managerial Personnel or employee thereof.

### 13 **INSOLVENCY**

- 13.1 No insolvency proceedings of any nature, including without limitation bankruptcy, receivership, reorganisation, composition or arrangement with creditors (to avoid or in relation to insolvency proceedings), voluntary or involuntary, affecting the Promoters is pending, or threatened, and the Promoters have not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.
- 13.2 No order has been made, petition presented or meeting convened for the purpose of considering a resolution for the winding up of the Company or for the appointment of any provisional liquidator in regard to any such entity. To the best knowledge of the Company and the Promoters, no steps have been taken by any person with a view to the appointment of an administrator (whether out of court or otherwise) and no administration order has been made in relation to the Company. No receiver (including any administrative receiver) has been appointed in respect of the whole or any part of any of the property, Assets or undertaking of the Company.

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13.3 No distress, distraint, charging order, garnishee order, execution or other process has been levied or applied for in respect of the whole or any part of any of the property, Assets or undertaking of the Company. No guarantee, loan capital, borrowed money or interest for which the Promoters are liable is overdue for payment.

#### 14 INFORMATION.

14.1 The documents and information provided by the Company, or Promoters to the Investors in relation to the Company, during or in regard to the Diligence Exercise, as evidence for fulfilment of Promoter & Company Conditions Precedent, actions on the relevant Closing Date, post-closing actions, as part of the Disclosure Letter or otherwise, do not contain any untrue statement and the Company or the Promoters have also not omitted to state or disclose any fact or circumstances.

14.2 The Company and, or, Promoters have disclosed all facts or matters that ought to have been disclosed to the Investors and there is no fact or matter which is not disclosed to the Investor which: (i) in a reasonable man's opinion may impact the decision to consummate the transactions contemplated in this Agreement, (ii) are material to the value of the Company or affecting the aggregate value of shares of the Company; and, or, (iii) affecting the Business.

#### 15 SUBSIDIARIES AND ASSOCIATE COMPANIES

15.1 Apart from Avon Solutions & Logistics Private Limited, Tanga Supplier and Solutions Private Limited, Integrated Technical Staffing & Solutions Private Limited and Stanworth Management Private Limited, the Company does not have any other Subsidiaries and, or Associate Companies, The Company does not have any financial or economic interest in any other entity or Person.

15.2 The Subsidiaries of the Company have complied in all respects with all Applicable Laws and Accounting Standards in all material respect, as applicable to them or their respective businesses, properties, Assets or operations.

15.3 No Person other than the Company has any direct or indirect right to exercise Control over the Subsidiaries or right to appoint any director on the Board of the Subsidiaries.

15.4 The Company and, or, the Promoters have not entered into any arrangement, contract or any other document for pledge, non-disposal undertaking, power of attorney or any other such structure which creates any Encumbrance in favour of any Person on the Equity Shares or other securities, if any, held by the Company and, or, the Promoters in any of the Subsidiaries of the Company.



15.5 No consent or Approval is required from any Person in terms of any arrangement, contract entered into by any of the Subsidiaries for the transactions contemplated under this Agreement and no consent or Approval is required from any of the Lenders of the Subsidiaries from whom they have obtained any financial assistance.

15.6 The representations and warranties set forth in this **Schedule 7** shall *mutatis mutandis* apply in regard to the Subsidiaries of the Company and the Company and the Promoters hereby, jointly and severally, represent and warrant to the Investors that, as on the date of this Agreement, the representations and warranties set forth in this **Schedule 7** are

true and correct in all material respects in regard to each of the Subsidiaries. If any disclosures are to be made in regard to such representations and warranties the Company and Promoters shall furnish the same in the Disclosure Letter by providing a reference to this paragraph and the other relevant paragraph of this **Schedule 7**.





## Schedule 8 – Specific Indemnity Items

(refer to Clause 16.1.2)

- (i) Any Claims in regard to the litigations / disputes disclosed in the Disclosure Letter furnished by the Company and the Promoters on the Execution Date, insofar as the claim amounts exceed the relevant claim amount set forth in such a Disclosure Letter in regard to each such litigation / dispute.
- (ii) Any Claims under any of the agreements or arrangements with Related Parties and, or, their respective Affiliates or any other Related Party of the Company, or the Promoters not being renewed on no less favourable terms as subsisting on the Execution Date or as otherwise specifically prescribed by the Transaction Documents or such agreements or arrangements being terminated by such Related Parties.
- (iii) Any Claims in regard to Taxes payable by the Company and, or, any Tax liability of the Company (other than Claims pertaining to tax litigations / disputes disclosed in items 11 and 12 of Annexure 2 of the Disclosure Letter furnished by the Company and the Promoters on the Execution Date, to the extent of the relevant claim amount set forth in regard to each such litigation / dispute in the aforesaid Annexure 2 of the Disclosure Letter) that pertain to any taxable period ending on or before the relevant Closing Date and, in the case of any tax period that begins on or before the relevant Closing Date and ends after the Closing Date (“**Straddle Period**”), the portion of such Straddle Period ending on and including the relevant Closing Date.
- (iv) Any Claims in regard to compliance by the Company with the terms of:
  - (a) sanction letter dated 22 January 2016 issued by ICICI Bank Limited to the Company;
  - (b) facility agreement dated 27 January 2016 entered into by the Company with ICICI Bank Limited; and
  - (c) sanction letter dated 26 August 2015 issued by Citibank N.A. to the Company.
- (v) Any Claims in regard to stamping and registration of the lease / leave and license agreements entered into by the Company in respect of its offices at Trichy, Trivandrum, Kolkata, Bangalore, Ahmedabad, Hyderabad, Mysore, Pondicherry, Bhubaneshwar, Coimbatore, Kochi, Ponamallee, New Delhi and Vijaywada.
- (vi) Any Claims in regard to the loan of INR 58,82,560 (Indian Rupees fifty eight lakhs eighty two thousand five hundred and sixty) availed by the Company from Integrated Technical Staffing and Solutions Private Limited.
- (vii) Any Claims and, or, any liability of the Company in respect of any employees, workmen and contract labour and, or, any non-compliance by the Company with the provisions of Applicable Laws in respect of employees, workmen and contract labour (other than Claims pertaining to employee / workmen related litigations / disputes disclosed in the Disclosure Letter furnished by the Company and the Promoters on the Execution Date, to the extent of the relevant claim amount set forth in such a Disclosure Letter in regard to each such litigation / dispute).

Schedule 9 – Details of Interested Entities of the Promoters

(refer to Clause 14.1.2)

<i>S.No.</i>	<i>Name of Interested Entity</i>	<i>Nature and Extent of Interest</i>
1.	Tangirala Infrastructure Development Private Limited	(i) director; (ii) shareholder – legally and beneficially holding 50% (fifty per cent.) of the share capital
2.	Best Security Services Private Limited	(i) director; (ii) shareholder – legally and beneficially holding 50% (fifty per cent.) of the share capital
3.	Tangi Facility Solutions Private Limited	(i) director; (ii) shareholder – legally and beneficially holding 99% (ninety nine per cent.) of the share capital

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## Schedule 10 – Anti Corruption Guidelines

(refer to Clause 14.2.2(i))

The purpose of these guidelines is to clarify the meaning of the terms “Corrupt Practices”, “Fraudulent Practices”, “Coercive Practices”, “Collusive Practices” and “Obstructive Practices” in the context of Company’s operations.

### 1. CORRUPT PRACTICES

A “Corrupt Practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

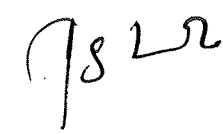
#### Interpretation

- (i) Corrupt practices are understood as kickbacks and bribery. The conduct in question must involve the use of improper means (such as bribery) to violate or derogate a duty owed by the recipient in order for the payer to obtain an undue advantage or to avoid an obligation. Antitrust, securities and other violations of law that are not of this nature are excluded from the definition of corrupt practices.
- (ii) It is acknowledged that foreign investment agreements, concessions and other types of contracts commonly require investors to make contributions for bona fide social development purposes or to provide funding for infrastructure unrelated to the project. Similarly, investors are often required or expected to make contributions to bona fide local charities. These practices are not viewed as Corrupt Practices for purposes of these definitions, so long as they are permitted under local law and fully disclosed in the payer’s books and records. Similarly, an investor will not be held liable for corrupt or fraudulent practices committed by entities that administer bona fide social development funds or charitable contributions.
- (iii) In the context of conduct between private parties, the offering, giving, receiving or soliciting of corporate hospitality and gifts that are customary by internationally-accepted industry standards shall not constitute corrupt practices unless the action violates applicable law.
- (iv) Payment by private sector persons of the reasonable travel and entertainment expenses of public officials that are consistent with existing practice under relevant law and international conventions will not be viewed as Corrupt Practices.
- (v) The World Bank Group does not condone facilitation payments. For the purposes of implementation, the interpretation of “Corrupt Practices” relating to facilitation payments will take into account relevant law and international conventions pertaining to corruption.

### 2. FRAUDULENT PRACTICES

A “Fraudulent Practice” is any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

#### Interpretation





- (i) An action, omission, or misrepresentation will be regarded as made recklessly if it is made with reckless indifference as to whether it is true or false. Mere inaccuracy in such information, committed through simple negligence, is not enough to constitute a "Fraudulent Practice" for purposes of this Agreement.
- (ii) Fraudulent Practices are intended to cover actions or omissions that are directed to or against a World Bank Group entity. It also covers Fraudulent Practices directed to or against a World Bank Group member country in connection with the award or implementation of a government contract or concession in a project financed by the World Bank Group. Frauds on other third parties are not condoned but are not specifically sanctioned in International Finance Corporation, Multilateral Investment Guarantee Agency, or Partial Risk Guarantee operations. Similarly, other illegal behaviour is not condoned, but will not be considered as a Fraudulent Practice for purposes of this Schedule 10.

### 3. COERCIVE PRACTICES

A "Coercive Practice" is 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.

#### Interpretation

- (i) Coercive Practices are actions undertaken for the purpose of bid rigging or in connection with public procurement or government contracting or in furtherance of a Corrupt Practice or a Fraudulent Practice.
- (ii) Coercive Practices are threatened or actual illegal actions such as personal injury or abduction, damage to property, or injury to legally recognizable interests, in order to obtain an undue advantage or to avoid an obligation. It is not intended to cover hard bargaining, the exercise of legal or contractual remedies or litigation.

### 4. COLLUSIVE PRACTICES

A "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

#### Interpretation

Collusive Practices are actions undertaken for the purpose of bid rigging or in connection with public procurement or government contracting or in furtherance of a Corrupt Practice or a Fraudulent Practice.

### 5. OBSTRUCTIVE PRACTICES

An "Obstructive Practice" is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making of false statements to investigators, in order to materially impede a World Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts

intended to materially impede the exercise of Investors access to contractually required information in connection with a World Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice.

### **Interpretation**

Any action legally or otherwise properly taken by a party to maintain or preserve its regulatory, legal or constitutional rights such as the attorney-client privilege, regardless of whether such action had the effect of impeding an investigation, does not constitute an Obstructive Practice.

## **6. GENERAL INTERPRETATION**

A person should not be liable for actions taken by unrelated third parties unless the first party participated in the prohibited act in question.

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## Schedule 11 – Environment and Social Action Plan

*(refer to paragraph (i) of Schedule 6)*

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### Corrective Action Plan - UDS

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The following summary table presents key action items based on gaps identified during the assessment process. The findings are categorised as red, orange and yellow flag issues based on severity of impact on EHS and Social aspects:

Flags      Remarks

<b>Red Flag issues (RF)</b>	These are observations which pose high impact on the environment, health, safety and social aspects and may have legal implications
<b>Orange Flag Issues (OF)</b>	These are observations which pose moderate impact on the environment, health, safety and social aspects.
<b>Yellow Flag Issues (YF)</b>	These are observations which pose low or least impact on the environment, health, safety and social aspects

S.No	Requirement	Flag type	Gaps	Recommendations	Timeline
1.	Policy	YF	<ul style="list-style-type: none"> <li>The EHS Policy formulated at corporate level by UDS does not cover aspects associated with food safety and community health and safety</li> <li>UDS has not formally established social policy that addresses aspects associated with interaction of community with security services and their code of conduct;</li> </ul>	<ul style="list-style-type: none"> <li>UDS is required to adopt an overarching policy that acknowledges its Environment and social commitment towards the community and for assessing E&amp;S risks. The policy should commit towards identifying, avoiding, and managing Environment and Social Risks and impacts associated with all services provided by UDS.</li> </ul>	Within three months (3) from disbursement.
2.	Identification of risks and impacts	OF	<ul style="list-style-type: none"> <li>UDS has not assessed the adequacy procedures adopted by its subsidiaries and has not assessed EHS and social risks associated with subsidiaries' operations as part of EHS and Social management.</li> </ul>	<ul style="list-style-type: none"> <li>UDS is required to assess adequacy of procedures adopted by its subsidiaries and is required to assess EHS and social risks associated with subsidiaries' operations. UDS shall develop adequate management</li> </ul>	Within six months (6) from disbursement.

S.No	Requirement	Flag type	Gaps	Recommendations	Timeline
				programs as a subsequent measure post risk assessment. The EHS Management system (UDS) shall establish corporate level measures to supervise and monitor the same.	
3.	Consent from TNPCB	OF	<ul style="list-style-type: none"> <li>Consent to Operate from the Tamil Nadu Pollution Control Board has not been obtained by Tangy.</li> </ul>	<ul style="list-style-type: none"> <li>UDS is required to submit an application for Consent to Establish to Tamil Nadu Pollution Control Board and subsequently obtain consent to operate the factory.</li> </ul>	<p>CTO to be secured Within three (3) months from disbursement.</p> <p>Application of CTO to be made prior to disbursement and submitted to MOPE.</p>
4.	Management Programs and procedural requirements	YF	<ul style="list-style-type: none"> <li>UDS has not developed procedures/management programs at the corporate level for the following: <ul style="list-style-type: none"> <li>Assessment of the quality of food products received;</li> <li>Handling of emergency situation arising at any food preparation site</li> <li>Assessment of EHS compliance of sub-contractors;</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>UDS should develop the following procedures at corporate level: <ul style="list-style-type: none"> <li>Quality assessment of food products.</li> <li>Handling of emergency situations like fire, interrupted electricity supply etc.</li> <li>UDS is required to develop procedures to assess EHS compliance of sub-contractors with a pre-qualification criteria;</li> <li>UDS is required firstly assess risks associated with façade cleaning activity, and establish clear procedures for ensuring safe working environment. As part</li> </ul> </li> </ul>	<p>Procedures to be developed within three (3) months.</p> <p>Implementation across relevant sites along with necessary training to be completed within six (6) months from disbursement.</p>

S.No	Requirement	Flag type	Gaps	Recommendations	Timeline
				of the engagement process, UDS is required to assess subcontractors' ability and competency to undertake high risk tasks i.e. façade cleaning services and signoff on the procedures developed for such task. The procedure shall also include measures for continual monitoring and supervision throughout the course of the agreement.	
			<ul style="list-style-type: none"> <li>Although the policy statement demonstrates commitment to assure compliance to the regulatory requirements, a dedicated management program with respect to compliance assurance has not been developed.</li> </ul>	<ul style="list-style-type: none"> <li>UDS is required to develop a dedicated management program with respect to compliance assurance.</li> </ul>	
			<ul style="list-style-type: none"> <li>UDS has not developed procedures for loading and unloading materials</li> </ul>	<ul style="list-style-type: none"> <li>UDS is required to develop procedures for loading and unloading materials which should comprise of the following: <ul style="list-style-type: none"> <li>Assure that workers are clear of trailers/wheels before moving;</li> <li>Usage and assessment of different PPEs;</li> <li>Guarding of floor and wall openings and holes;</li> <li>Prevention of Musculoskeletal Disorders in the Workplace</li> </ul> </li> </ul>	

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S.No	Requirement	Flag type	Gaps	Recommendations	Timeline
			<ul style="list-style-type: none"> <li>• UDS has not formulated any procedures to assess the performance of sub-contractors engaged for façade cleaning and security services.</li> </ul>	<ul style="list-style-type: none"> <li>• UDs should develop procedures to monitor the performance of sub-contractors in the following regime: <ul style="list-style-type: none"> <li>– Compliance with legal requirements;</li> <li>– Disbursement of wages, hours of work;</li> <li>– Assessment of health and safety conditions for the particular services</li> </ul> </li> </ul>	
			<ul style="list-style-type: none"> <li>• <i>Hazardous chemicals:</i> UDS has not developed procedures pertaining to storage of hazardous materials on client site.</li> </ul>	<p>UDS to develop procedures for storing hazardous chemicals / materials. These procedures shall include measures for spill containment. It should comprise of the following:</p> <ul style="list-style-type: none"> <li>• Spill Containment;</li> <li>• Provision of suitable personal protection equipment (PPE) (footwear, masks, protective clothing and goggles in appropriate areas);</li> <li>• Conducting periodic (e.g. daily or weekly) inspection of visible portions of tanks</li> </ul>	
			<p>UDS has not developed procedures for aspects associated with community health and safety</p> <ul style="list-style-type: none"> <li>• Assessment of the quality of food products received, i.e. FSSAI certification etc.</li> <li>• Handling of emergency situation arising at any food preparation site.</li> </ul>	<p>UDS to develop the following procedures at corporate level:</p> <ul style="list-style-type: none"> <li>• Quality assessment of food products.</li> </ul> <p>Handling of emergency situations like fire, interrupted electricity supply etc.</p>	

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S.No	Requirement	Flag type	Gaps	Recommendations	Timeline
5.	Emergency preparedness and response	OF	<ul style="list-style-type: none"> <li>Site specific information such as client emergency contact numbers, escalation charts, evacuation protocol, use of fire extinguishers etc. have not been elaborated in the site operation manual.</li> </ul>	<ul style="list-style-type: none"> <li>UDS is to develop site specific emergency response procedures to equip onsite staff to manage emergency situations. The emergency response plan at the minimum to include evacuation routes and meeting points, details of emergency equipment installed, escalation charts, details on available communication systems and protocols.</li> </ul>	Within three (3) months from disbursement.
6.	Organisational Capacity and Competency and Training	OF	<ul style="list-style-type: none"> <li>UDS is required to have robust training mechanism for all workers deployed at different client sites.</li> </ul>	<ul style="list-style-type: none"> <li>UDS is required to implement the following action points: <i>Hierarchy and responsibilities:</i> Senior Manager – Operations (engaged for EHS Management) at the branch level will be responsible to oversee EHS aspects associated with UDS operations at various client sites that are being provided services by that UDS branch. Senior Manager – Operations (branch level) will also be responsible for reporting on-going implementation status of EHS training initiated from the branch level. Cluster executives (EHS Champions) reporting to the Senior Manager – Operations (branch level) will be responsible to undertake EHS trainings to all workers and provide</li> </ul>	<p>Training Need Assessment Programs is to be developed within two (2) months from disbursement.</p> <p>Resource allocation to be undertaken within two (2) months from disbursement.</p> <p>Implementation of Training programs, development of Safe Work Specialists, and assessment and reporting is to be undertaken within six (6) months from disbursement.</p>

S.No	Requirement	Flag type	Gaps	Recommendations	Timeline
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appropriate reports to their respective branches.


↳ *Training program:* Senior Manager – Operations (corporate level) to develop Annual Training Need Assessment Program (TNAP) with training requirements of the entire workforce including the contracted works.

- o TNAP to be integrated with risks and impacts, including the incidents/accidents of high severity and impacts. Mapping to be done based on severity of exposed risks to employees, competency, skills, level of awareness with schedule of training as a training calendar with allocation of resources (external/internal) with budget allocation. Trainings to be evaluated for pre and post training awareness of subject (at least



S.No	Requirement	Flag type	Gaps	Recommendations	Timeline
				<p>70% increase), feedbacks, and suggestions for improvements. Training modules evaluation to be incorporated as part of TNAP based on accidents/incidents, learnings from other projects and change in regulatory requirements.</p> <p>o Safe Works Specialists (SWSs) would be identified from Cluster Executives (EHS Champions) who meet the minimum 70% criteria. The trainings for SWSs to include high risk aspects such as fire &amp; life safety, height works, confined space entry, electrical works. SWSs to be trained on specialised training programs such as electrical</p>	

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S.No	Requirement	Flag type	Gaps	Recommendations	Timeline
				<p>safety, confined space entry, behaviour based safety, etc.</p> <p>□ Allocation of resources to meet training requirement: UDS to allocate at least one (1) cluster executive (EHS Champion) for at least 500 workers. For every 1000 increase in the workforce and additional EHS champion to be identified.</p> <p>• Assessment and Reporting: Cluster executives (EHS Champions) will be responsible for regularly conducting site visits and report on KPIs such as number of incidents / accidents, risks and severity indices, implementation of ESAP, Internal/External Audits CAP, etc. Additionally EHS Champions will also be responsible to undertake Incident reporting onsite and for high severity incidents, investigation to include Safe Works Specialists and Senior Manager – Operations. LTA to be reported within 48 hours to corporate and the lenders.</p>	
7.	Monitoring and Review		<ul style="list-style-type: none"> <li>UDS has established incident / accident reporting as part of EHS management system. UDS also undertakes bi-annually EHS audit and conduct Management Review Meeting on annual basis. An interim EHS audit report and a MOM of Management</li> </ul>	<p>UDS has systems in place which are largely acceptable. However, we recommend that the data analysed should be at least for one year with identification of IDLH conditions, which should be</p>	<p>Submission of implementation plan for all the CAP items within one (1) month</p>









S.No	Requirement	Flag type	Gaps	Recommendations	Timeline
			Review Meeting was also provided for review. The report detailed the action plan to be implemented with responsibility of the person and date of implementation of suggestive measures pertaining to EHS gaps identified at site. It has also specified follow up on previous management action plan. However, there were no closure reports attached to the minutes of meetings showcasing implementation of corrective action measures for addressal of EHS gaps at site.	closed within 1 month. It is imperative to mention here that the data is large and require holistic evaluation. Within 1 month, the site management should submit an implementation plan for all the CAP items with status of satisfactory closure of IDLH conditions. Remaining action items to be closed within three months, as it may require further analysis such as systems improvement or fallacy, or absence of specific systems, etc.	from disbursement.
8.	Standing orders for Tangy	OF	<ul style="list-style-type: none"> <li>UDS has not formulated and maintained approved Standing Orders for Tangy as issued by Labour Department, Government of Tamil Nadu.</li> </ul>	<ul style="list-style-type: none"> <li>UDS is required to submit and obtain approval on Standing Orders as required under Section 3 of Industrial Employment (Standing Orders) Act, 1946 from Labor Department, Government of Tamil Nadu.</li> </ul>	Certified SO to be displayed in line with section 9 of the Act- within six (6) months Section 5 to be achieved and evidence submitted to MOPE within two (2) months from disbursement.
9.	Grievance mechanism	YF	<ul style="list-style-type: none"> <li>UDS does not include provision of escalation matrix for reporting of any concerns/ grievances in document of Contract</li> </ul>	<ul style="list-style-type: none"> <li>UDS should include details of grievance handling mechanism in terms of employment provided to the</li> </ul>	Within three (3) months from

S.No	Requirement	Flag type	Gaps	Recommendations	Timeline
			of employment provided to the employees at the time of induction.	employees at the time of their engagement.	disbursement.
10.	Incident / accident investigation and reporting	OF	<ul style="list-style-type: none"> <li>UDS has not undertaken root cause analysis of accidents/incidents categorized under TF-1 category. The corrective actions have been prescribed without undertaking thorough investigation in accident reports provided for review. The report does not outline possible causes such as noncompliance with procedures, unavailability of protective systems, improper use of tools and equipment, non-assessment of work hazard exposure, lack of awareness etc. The interim EHS audit report provided for review specifies corrective measure on incident reporting which comprise of providing Record for past 6 months incidents/ accidents along with RCA/ CAPA closure report are to be made available with Project Management team. However, there were no closure reports available for implementation of corrective actions on site.</li> </ul>	<ul style="list-style-type: none"> <li>UDS is required to undertake the following activities as part of incident / accident reporting: <ul style="list-style-type: none"> <li>identify and establish an Investigation team at key client sites with considerable number of UDS workers;</li> <li>Investigation of incidents to determine the root cause. Reasons leading to the incident / accident shall be determined through factors (but not limited to) such as noncompliance with procedures, unavailability of protective systems, improper use of tools and equipment, non-assessment of work hazard exposure, lack of awareness etc</li> <li>Specific Corrective action plans directed at preventing a recurrence of an incident shall be prescribed;</li> <li>Tracking of hazard correction and implementation of corrective action measures shall be determined through continuous periodic monitoring</li> </ul> </li> </ul>	Within three (3) months from disbursement.
11.	Medical fitness for high risk activities	OF	<ul style="list-style-type: none"> <li>UDS does not monitor the health of workers engaged by third party (façade cleaning services)</li> </ul>	<ul style="list-style-type: none"> <li>UDS to ensure that third parties have undertaken health monitoring and have recorded the data before taking up any activity involving</li> </ul>	Vertigo tests to be initiated immediately. Evidence

S.No	Requirement	Flag type	Gaps	Recommendations	Timeline
				hazardous agent or any occupational injury.	<p>of steps taken to this effect to be made available prior to disbursement.</p> <p>Vertigo test to be completed on all existing sites within two (2) months and report to be submitted to MOPE. For any new site where this is relevant, the vertigo fitness tests will be a prerequisite for awarding contract to subcontractors.</p> <p>Other health aspects to be covered within three (3) months from disbursement.</p>

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S.No	Requirement	Flag type	Gaps	Recommendations	Timeline
12.	Other procedural aspects associated with Occupational Health and Safety	YF	<ul style="list-style-type: none"> <li>Site Supervisor of UDS who is employed at a facility has not formulated site specific emergency preparedness plan for respective facility which is required to be developed as per guidelines of procedure.</li> <li>UDS has not developed training modules covering EHS aspects of activities undertaken by third party workers.</li> </ul>	<ul style="list-style-type: none"> <li>UDS to include contract specifications for third parties providing workers that they follow the procedures developed by UDS as a part of their OHSAS Management System and specific OHS requirements of client, if any.</li> <li>UDS to also ensure that third party workers have adequate access to first aid and medical assistance in cases of work related accidents or injuries.</li> <li>UDS to ensure that site specific emergency preparedness and response plan for the client and include the following: <ul style="list-style-type: none"> <li>Evacuation routes and meeting points</li> <li>Drills (annual or more frequently as necessary)</li> <li>Details of emergency equipment installed;</li> <li>Emergency contacts and communication systems/protocols</li> </ul> </li> <li>UDS is required to ensure that cluster executives develop separate training modules covering OHS aspects of activities undertaken by third party. Some activities which require specific procedures are: <ul style="list-style-type: none"> <li>Working height;</li> <li>Access to confined space</li> </ul> </li> </ul>	Within six (6) months from disbursement.
13.	Supply chain	YF	<ul style="list-style-type: none"> <li>UDS has not outlined criteria for prevention of child/ forced labour while engaging suppliers through means of</li> </ul>	<ul style="list-style-type: none"> <li>UDS is required to assess induction process of third party workers and transfer liability of managing work force and avoiding child / forced</li> </ul>	Within three (3) months from disbursement.

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S.No	Requirement	Flag type	Gaps	Recommendations	Timeline
			contract document or purchase orders	labour during contract agreement. The agreement shall include information relating to compliance with all labour laws.	
14.	Pesticide use and management	YF	<ul style="list-style-type: none"> <li>UDs does not maintain license of suppliers of pesticides.</li> </ul>	<ul style="list-style-type: none"> <li>UDS to maintain copy of licenses of suppliers to ensure that the pesticides meet minimum quality and purity conditions consistent with the use and safety documentation provided.</li> </ul>	Within three (3) months from disbursement.

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## Schedule 12 – Affirmative Vote Matters

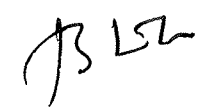
*(refer to Clause 10.1)*

1. Any amendment to the Constitutional Documents;
2. Any decision in relation to winding up, liquidation, bankruptcy or dissolution of the Company or any Exit Trade Sale;
3. Any change in the composition (including structure and strength and, or, manner of election and, or, term of office) of the Board;
4. Any forming of a committee of the Board;
5. Any decision in relation to Additional Funding Requirement;
6. Any capital expenditure in excess of INR 1,00,00,000 (Indian Rupees one crore) beyond the approved Business Plan;
7. Finalisation, approval and adoption of Business Plan and any changes or deviation of more than 10% (ten per cent.) from such Business Plan and, or, expansion plan;
8. Incurring of any Indebtedness or creation of any Encumbrance on the Assets, including any contingent liabilities beyond the amounts specified in the Business Plan and extension of any loans already borrowed;
9. Entering into any arrangements not included in the Business Plan in excess of INR 1,00,00,000 (Indian Rupees one crore);
10. Any transaction involving the acquisition of substantially all the assets, shares, voting power or controlling interest in any other company, business, partnership firm, or body corporate by the Company, or investment in any other business / the same business as the Company;
11. Any transaction involving purchase, sale, lease, license or Transfer of Assets of the Company (including any vehicles an, or cars but excluding Intellectual Property Rights of the Company) in excess of INR 1,00,00,000 (Indian Rupees one crore) of the written down value of such Asset at the commencement of the relevant Financial Year or if not contemplated in the Business Plan;
12. Guarantees and credit enhancement (other than in the Ordinary Course) and entering into derivative contracts which are not contemplated in the Business Plan;
13. Any transaction involving sale, license or Transfer of the Intellectual Property Rights of the Company involving an amount in excess of INR 10,00,000 (Indian Rupees ten lakhs);
14. Any bonus or profit sharing scheme for Key Managerial Personnel, Management or the Promoters or Shareholders, and, or, any distribution of profits and, or, commission and, or remuneration to any Promoters, Key Managerial Personnel, Management or Director other than in the Ordinary Course;



15. Any payment, directly or indirectly, of salaries, bonuses, consulting fees or other compensation, payments, or fees to any Promoters or Shareholders of the Company or members of the Management except as contemplated by the Business Plan;
16. Any appointment or removal, determination of the terms of employment and any significant changes in the terms of the employment agreement or arrangement of Directors, Management and, or, Key Managerial Personnel;
17. Any merger, amalgamation, acquisition, recapitalization, reorganisation, business combination, consolidation, settlements with creditors and other business combinations or financial alliances or any change in Control of the Company and any decisions related to the terms and conditions of any restructuring of the Company including (i) timing of such restructuring; (ii) share swap / consideration payable for such restructuring and (iii) appointment of independent advisors who shall advise the Company on matters related to such restructuring;
18. Any decision to undertake an IPO or list the shares in any stock exchange and any decisions related to (i) pricing and other terms and conditions of the IPO, or (ii) timing of the IPO, or (iii) the stock exchanges on which the Equity Shares of the Company are to be listed, (iv) appointment of independent merchant banker(s), manager(s), arranger(s), or (v) any other matters in regard to the IPO;
19. Any authorization of or setting aside for payment of, or payment of dividends, or buyback/redemption of any Securities of the Company, or distribution of any kind, in cash or in property;
20. Granting to any holder of Securities any rights which have a priority greater than those granted to the Investors pursuant to this Agreement;
21. Any alteration in any manner whatsoever of the rights of the Investors under this Agreement or the Articles;
22. Any action which adversely changes the rights of the Investors under this Agreement or prevents the Investors from exercising their rights under this Agreement;
23. Appointment, re-appointment, removal or change in terms of the statutory and internal auditors of the Company, including the scope of work, terms of reference, or any modifications and changes thereto;
24. Approval of Financial Statements and any change to such Financial Statements of the Company or the Subsidiaries;
25. Any addition and, or, deletion of any off-balance sheet liability structure of the Company including, without limitation, leasing and drawing on bank guarantees, encumbrances, Transfer, pledge or creation of lien not in the Ordinary Course;
26. Any changes in the tax and accounting policies and, or practices and, or, the Financial Year of the Company.
27. Any transaction between the Company and a Related Party or modification of an existing related party transaction which is not in the Ordinary Course and, or, on an arm's-length basis;

28. Defence of any Litigation initiated by any Person (other than the Indemnified Parties in terms of the Transaction Documents) where the amount involved is in excess of INR 10,00,000 (Indian Rupees ten lakh) in any Financial Year;
29. Commencement of any Litigation where the amount involved is in excess of INR 25,00,000 (Indian Rupees twenty five lakh) or settlement and, or, withdrawal of any Litigation where the amount involved is in excess of INR 10,00,000 (Indian Rupees ten lakh);
30. Any change in the Share Capital of the Company and, or, reduction of Share Capital;
31. Any variation of the rights and preferences attached to any Securities;
32. Any offer, sale of any Securities, issuance, listing of any Securities and creation of or taking on record any Encumbrance on the Securities;
33. Any change in the nature of the business carried on by the Company or entering into any new business line or activity or in any way undertaking any new business initiative exceeding INR 3,00,00,000 (Indian Rupees three crores) that is not contemplated in the Business Plan whether in India or abroad or any change in the name or registered office of the Company;
34. Creation of any new Subsidiary or joint venture by the Company;
35. Entering into, modification or termination of any material contract in existence or proposed to be entered into by the Company, including any decision in relation thereto, including waiver of any material default under or in relation to the breach of any material contract other than in the Ordinary Course;
36. Entering into any arrangement or settlement with the debtors or the creditors of the Company other than in the Ordinary Course;
37. Any decision in regard to creation of any stock option plan (by whatever name called), restricted stock plan or similar incentive or equity plan or effecting any ESOP / ESOS / Phantom Stock Plan / incentive pool plans, any grant of options or allotment of shares under such plans;
38. Issuance or redemption of any debt securities / equity linked debt securities issued by the Company;
39. The Company entering into any contract to undertake any obligations (in relation to the Business) in relation to a transaction or arrangement where the Company is not a party;
40. The Company furnishing any performance / financial guarantee to any Person for any reason whatsoever;
41. Any agreement or commitment to give effect to any of the foregoing; and, or
42. Any of the foregoing actions, if undertaken or agreed to be undertaken in respect of the Subsidiaries of the Company.



It is clarified that any monetary limits stated in this **Schedule 12**, unless specified otherwise, are indicated on an aggregate basis, and such limits shall apply to both a single transaction and a series of related transactions carried out by the Company or where relevant, the Subsidiary in a particular Financial Year. Further, such monetary limits shall be applicable only to the specific Affirmative Vote Matter against which it is mentioned and shall not be applicable generally to any other Affirmative Vote Matter.

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**Schedule 13 – Format of Deed of Adherence**

*(refer to Clause 1.1.44)*

**THIS DEED OF ADHERENCE** is made on this [●] day of [●], 20[●]

**BY**

[●], a [(Permitted Investor Transferee / Affiliate / Transferee)] Person to whom Securities of Updater Service Private Limited (“**Company**”) have been transferred by the [Investors / Promoters] (hereinafter referred to as “**Covenantor**”); and

In favour of the parties to the Investment Agreement dated 19 January 2017 executed amongst India Business Excellence Fund – II, India Business Excellence Fund – IIA, Mr. Raghunandana Tangirala, Mrs. Shanthi Tangirala, Tangi Facility Solutions Private Limited and Updater Services Private Limited (“**Investment Agreement**”).

This deed is supplemental to the Investment Agreement. Capitalised terms used but not defined herein shall have the meanings assigned to them in the Investment Agreement.

1. The Covenantor hereby confirms that it has been supplied with a copy of the Investment Agreement and hereby covenants with the parties to the Investment Agreement to observe, perform and be bound by all the terms thereof which are capable of applying to the Covenantor to the intent and effect that the Covenantor shall be deemed with effect from the date on which the Covenantor acquires any Securities of the Company to be a party to the Investment Agreement.
2. The Covenantor hereby covenants that it shall not do any act or commit any omission that derogates from the provisions of the Investment Agreement and, or, the other relevant Transaction Documents, and that it shall comply with all its obligations under the Investment Agreement and other relevant Transaction Documents.
3. This Deed shall be governed in all respects by the laws of India.

**EXECUTED** as a deed the day and year first before written.

For [Name of Covenantor]

\_\_\_\_\_  
Name:[●]

Designation: [●]

