



STAMP DUTY

KARNATAKA

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SHARE SUBSCRIPTION AGREEMENT

This share subscription agreement is executed on this the 19th day of September, Two Thousand and Seventeen (19/09/2017), by and among:

1. **Firmroots Private Limited**, a company incorporated in accordance with the Indian Companies Act, 2013 and having its registered office situated at 402/1/1 4th Floor, 22nd Cross, 25th B Main, HSR Layout Sector 2, Bengaluru 560 102 (hereinafter referred to as the "**Company**", which expression shall, where the context admits, mean and include its successors-in-interest and permitted assigns), of the **First Part**;
2. **The Persons Listed in Schedule I** hereto (hereinafter referred to as the "**Promoters**", which expression shall, where the context admits, include their respective heirs, executors, administrators and permitted assigns), of the **Second Part**; and
3. **MTR Foods Private Limited**, a company incorporated in accordance with the Indian Companies Act, 1956 and having its registered office situated at No.1, 2nd and 3rd Floor, 100 Feet Inner Ring Road, Ejipura, Bengaluru – 560 047 (hereinafter referred to as the "**Investor**", which expression shall, where the context admits, mean and include its successors-in-interest and permitted assigns), of the **Third Part**.

WHEREAS:

1. The Company is engaged in the Business (*as defined herein below*);
2. The Company, keeping in view its expansion and growth, has planned to augment its financial resources by issuing fresh Securities (*as defined herein below*) of the Company;
3. The Promoters and the Company have approached the Investor to invest in the Company and the Investor, subject to terms hereof, has agreed to subscribe to the Investor Equity Shares (*as defined herein below*) of the Company; and,
4. The Parties are now entering into this Agreement for the purpose of recording the terms of the subscription by the Investor into the Company.

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

- 1.1 **Definitions:** In this Agreement, the following words and expressions shall bear the meanings assigned to them below:

- 1.1.1 "**Act**" shall mean the Companies Act, 2013 (to the extent that such enactment is in force and applicable to the context in which such term is used in this Agreement), and the Companies Act, 1956 (to the extent that such enactment is in force and applicable to the context in which such term is used in this Agreement), and shall include all the rules, notifications, circulars, orders, amendments, modifications and re-enactments of the foregoing;
- 1.1.2 "**Affiliate**" of a Person (the "**Subject Person**") shall mean, in the case of: (i) a Subject Person, who is not a natural Person (*as defined herein below*), any other Person that, either directly or indirectly through one or more intermediate Persons, Controls (*as defined herein below*), is Controlled by or is under common Control with such Subject Person; and (ii) a Subject Person who is a natural Person, includes a Relative (*as defined herein below*) of such Subject Person and any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with such Subject Person and/or a Relative of such Subject Person;
- 1.1.3 "**Agreement**" shall mean this share subscription agreement, including all the Schedules to this agreement, as amended, modified and supplemented from time to time, in accordance with the terms hereof;
- 1.1.4 "**Applicable Laws**" or "**Laws**" shall mean all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, judgments, decrees, injunctions, writs, rules, by-laws, regulations, notifications, circulars, guidelines, policies, directions, directives, demands, conventions, orders, interpretations, licenses and/or permits of all Governmental Authorities of all relevant jurisdictions;
- 1.1.5 "**Articles**" or "**Articles of Association**" shall mean the articles of association of the Company, as amended from time to time;
- 1.1.6 "**Assets**" shall mean all the Movable Assets and Properties, including the Company's right, title and interest in such Movable Assets (*as defined herein below*) and Properties (*as defined herein below*);
- 1.1.7 "**Authorisation(s)**" shall mean any consent, registration, filing, agreement, notarization, certificate, license, approval, permit, authority or exemption from, by or with any Governmental Authority (*as defined herein below*), whether given by express action or deemed given by failure to act within any specified time period and all corporate, creditors', shareholders' and third party approvals or consents;
- 1.1.8 "**Business to Business**" or "**B2B**" shall mean sale of goods or merchandise to retailers, industrial, commercial, institutional or other wholesale and related subordinated service providers, i.e., sale for the purpose of trade, business and profession as opposed to sale for the purpose of personal consumption, as defined in the Consolidated Foreign Direct Investment Policy, 2017 as amended from time to time;
- 1.1.9 "**Board**" or "**Board of Directors**" shall mean the board of directors of the Company;
- 1.1.10 "**Business**" shall mean the manufacture and distribution of food products for infants, young children and other consumers as carried on by the Company on a B2B basis;
- 1.1.11 "**Business Day**" shall mean a day on which scheduled commercial banks are open for business in Bengaluru, India;
- 1.1.12 "**Business Plan**" shall mean the business plan adopted and targets set by the



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Company for a relevant Financial Year (*as defined in the Shareholders' Agreement*) which is jointly prepared by the Promoters and the Investor. The initial Business Plan is annexed to this Agreement as **Annexure 2**;

- 1.1.13 **"Closing Events"** shall mean the events set out in **Schedule VI** hereto;
- 1.1.14 **"Control"** shall mean the power to direct the management or policies of any Person (*as defined herein below*), whether through: (i) the ownership of over 50% (Fifty Percent) of the voting power of such Person (*as defined herein below*); (ii) the power to appoint a majority of the board of directors or similar governing body of such Person (*as defined herein below*); and/or (iii) contractual arrangements or otherwise;
- 1.1.15 **"Designated Bank Account"** shall mean the bank account designated by the Company for receipt of the Subscription Amount, the details of which are set out in **Schedule V** to this Agreement;
- 1.1.16 **"Director(s)"** shall mean a director on the Board of the Company;
- 1.1.17 **"Disclosure Letter"** shall mean the disclosure letter, dated and delivered as of the Effective Date by the Company and the Promoters to the Investor which contains the disclosures made by the Promoters and the Company qualifying the Warranties and includes any Updated Disclosure Letter as of the Closing Date;
- 1.1.18 **"Effective Date"** shall mean the date of execution of this Agreement;
- 1.1.19 **"Encumbrance"** shall mean any encumbrance including without limitation: (i) any mortgage, claim, bill of sale, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person (*as defined herein below*), including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law (*as defined herein below*), (ii) any voting agreement, interest, right to acquire, option, pre-emptive rights, right of first offer, refusal, transfer restriction or assignment in favour of any Person (*as defined herein below*), (iii) any adverse claim as to title, possession or use, (iv) any beneficial ownership (including usufruct and similar entitlements), public right, common right, any provisional or executory attachment and any other direct or indirect interest held by any third party, or (v) any agreement to create any of the foregoing;
- 1.1.20 **"Equity Shares"** shall mean the equity shares of the Company, whether issued or forthcoming, having a par value of ₹ 10 (Rupees Ten only) per equity share;
- 1.1.21 **"Fully Diluted Basis"**, with respect to the share capital of the Company, shall mean that the calculation is to be made assuming that all convertible Securities issued by the Company, including equity warrants, other convertible instruments and stock options (irrespective of whether or not they have been issued, granted, vested, or exercised), outstanding commitments to issue, at a future date, Securities, other than Equity Shares (whether or not by their terms then currently convertible or exercisable and whether or not due to the occurrence of an event or otherwise), have been converted, exercised or exchanged into the maximum number of Equity Shares issuable upon such conversion, exercise and exchange, in accordance with applicable Law and the terms of issue of such warrants, instruments, stock options, commitments and Securities, as the case may be;
- 1.1.22 **"Government"** or **"Governmental Authority"** shall mean the union, state, local



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or other governmental authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any other governmental authority or statutory authority, department, agency, commission, organisation, board, tribunal, court and/or other entity in India authorised to make Laws;

- 1.1.23 **"Investor Equity Shares"** shall mean 8,065 (Eight Thousand and Sixty-Five) Equity Shares to be subscribed by the Investor in terms hereof;
- 1.1.24 **"Key Employees"** shall mean the: (i) Promoters; (ii) employees who are reporting directly to the Board, the managing director or the chief executive officer of the Company; (iii) employees who are entitled to receive gross annual remuneration equal to or in excess of ₹15,00,000 (Rupees Fifteen Lakhs only) from the Company; (iv) employees who will be granted employee stock options;
- 1.1.25 **"Long Stop Date"** shall mean a date which is 15 (fifteen) days from the Effective Date or such later date as may be consented upon by the Parties in writing;
- 1.1.26 **"Losses"** shall mean and include all losses, liabilities, damages, interest, penalties, claims, costs and expenses, whether or not arising out of a Third-Party Claim (including those arising out of or based upon or in relation to any judgment, award, settlement, and reasonable attorneys' fees and other costs related thereto);
- 1.1.27 **"Material Adverse Effect"** shall mean any change or effect (including but not limited to change in applicable Law) that would have (or could reasonably be expected to have) a materially adverse impact on: (i) the Business, operations, liabilities, Assets, condition (financial or otherwise), operating results and prospects of the Company; (ii) the ability of the Parties to consummate the transactions contemplated under the Transaction Documents; (iii) the validity, legality or enforceability of the rights or remedies of the Investor under the Transaction Documents, or (iv) the status or validity of any Authorizations required for the Company to carry on its Business;
- 1.1.28 **"Memorandum"** shall mean the memorandum of association of the Company, as amended from time to time;
- 1.1.29 **"Parties"** shall mean the Company, the Promoters and the Investor collectively and the term **"Party"** refers to each of them individually;
- 1.1.30 **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether of limited liability or unlimited liability), proprietorship, Hindu undivided family, trust, union, association, Government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable Law;
- 1.1.31 **"Principal Promoter"** shall mean Mr. Aswani Kumar Chaitanya N;
- 1.1.32 **"Relative"** shall have the meaning ascribed to it under the Act;
- 1.1.33 **"Restated Articles"** shall mean the Articles of the Company, amended and restated to incorporate the relevant terms of this Agreement and the Shareholders' Agreement;
- 1.1.34 **"RoC"** shall mean the Registrar of Companies of the location where the Company is incorporated;
- 1.1.35 **"Securities"** shall mean Equity Shares and shall include: (i) all classes of securities that may be issued by the Company, together with rights, differential rights, obligations, title, interest and claim in such securities and shall include



all bonus shares issued in respect of such securities and shares issued pursuant to any capital structuring; and (ii) any options, warrants, rights or other instruments that are, directly or indirectly, convertible into, or exercisable or exchangeable for, shares, securities, ownership interests and other rights in the Company;

- 1.1.36 **"Shareholders"** shall mean the shareholders of the Company, from time to time;
- 1.1.37 **"Shareholders Agreement"** shall mean the shareholders agreement dated on or about the same date as this Agreement, entered into by and among the Company, the Promoters, the Investor and all other shareholders of the Company;
- 1.1.38 **"Subscription Amount"** shall mean an aggregate amount of ₹3,50,02,100 (Rupees Three Crores Fifty Lakhs Two Thousand and One Hundred only) to be invested by the Investor into the Company towards the subscription of the Investor Equity Shares, at a pre-money valuation of ₹4,43,95,349 (Rupees Four Crores Forty-Three Lakhs Ninety-Five Thousand Three Hundred Forty Nine only);
- 1.1.39 **"Tax(es)"** shall mean any and all forms of direct and indirect taxes, assessments and other charges, duties, impositions or other similar liabilities imposed by any Governmental Authority which includes taxes based on income, profits, gains, net wealth, asset values, turnover, gross receipts including but not limited to all duties (including stamp duties), goods and services tax or other indirect taxes, charges, fees, levies or other similar assessments by or payable to a Governmental Authority;
- 1.1.40 **"Transaction Documents"** shall mean the following: (i) this Agreement; (ii) the Shareholders Agreement; (iii) the Employment Agreements; and (iv) any other documents arising out of the transaction contemplated herein and/or referred in this Agreement;
- 1.1.41 **"Updated Disclosure Letter"** means the disclosure letter, dated and delivered as of the Closing Date by the Company and the Promoters to the Investor specifying changes/modifications to the Disclosure Letter provided by the Company and the Promoters on the Effective Date that relates to any fact or condition arising after the Effective Date and which were not within the knowledge of the Investor on the Effective Date;
- 1.1.42 **"Warranties"** shall mean, collectively, the representations and warranties of each of the Warrantors, as set forth in **Schedule VII** hereto; and
- 1.1.43 **"Warrantors"** shall mean each of the Company and the Promoters, jointly and severally.

1.2 Interpretation

- 1.2.1 Clauses, headings and Schedule headings are for convenience only and do not affect the construction or interpretation of any provision of this Agreement.
- 1.2.2 The schedules to this Agreement form part of this Agreement and will be deemed to be expressly set out in the body of this Agreement.
- 1.2.3 In addition to the above terms, certain terms may be defined in the Recitals or elsewhere in this Agreement and wherever such terms are used in this Agreement, they shall have the meaning so assigned to them.
- 1.2.4 Where a word or phrase is defined, other parts of speech and grammatical



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forms and the cognate variations of that word or phrase shall have corresponding meanings.

- 1.2.5 All references in this Agreement to statutory provisions shall be statutory provisions for the time being in force and shall be construed as including references to any statutory modifications, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force and all statutory rules, regulations and orders made pursuant to a statutory provision.
- 1.2.6 Words denoting singular shall include the plural and vice versa and words denoting any gender shall include all genders unless the context otherwise requires.
- 1.2.7 References to Recitals, Clauses or Schedules are, unless the context otherwise requires, references to recitals, clauses or schedules to this Agreement.
- 1.2.8 All references to this Agreement or any other Transaction Documents shall be deemed to include any amendments or modifications to this Agreement or the relevant Transaction Documents, as the case may be, from time to time.

2. SUBSCRIPTION TO INVESTOR EQUITY SHARES AND SHAREHOLDING PATTERN

- 2.1 Subject to the terms of this Agreement and relying upon the Warranties made by each Warrantor hereunder, on the Closing Date, the Investor hereby agrees to subscribe to the Investor Equity Shares.
- 2.2 The shareholding pattern of the Company: (i) as of the Effective Date; and (ii) immediately after the allotment of the Investor Equity Shares to the Investor, on the Closing Date, shall be as specified in **Schedule II** and **Schedule III** hereunder.

3. CONDITIONS PRECEDENT

- 3.1 The obligation of the Investor to subscribe to the Investor Equity Shares under Clause 2.1 is subject to the fulfilment by the Company and the Promoters of the conditions specified in **Part A** of **Schedule IV** hereto (the "**Conditions Precedent**") to the satisfaction of the Investor on or prior to the CP Completion Date and in no event, later than the Long Stop Date.
- 3.2 The obligation of the Company and the Promoters to issue the Investor Equity Shares to the Investor is subject to the fulfilment by the Investor of the condition specified in **Part B** of **Schedule IV** hereto to the satisfaction of the Company and the Promoters on or prior to the CP Completion Date and in no event, later than the Long Stop Date.
- 3.3 The Company and each of the Promoters shall take all steps necessary to fulfil the Conditions Precedent promptly and expeditiously and in any event, within 10 (ten) days of the Effective Date or such extended period as may be agreed upon by the Parties (the "**CP Completion Date**") but no later than the Long Stop Date.
- 3.4 In the event the Company and the Promoters are unable to fulfil any Condition Precedent (in part or in full), the Investor may, at its absolute discretion, waive in writing, the compliance of such Condition Precedent.
- 3.5 If any of the Conditions Precedent is not fulfilled by the Long Stop Date, to the satisfaction of the Investor, then unless the compliance of such Conditions Precedent is waived in writing, the Investor shall have the right to immediately terminate this Agreement.
- 3.6 Notwithstanding the foregoing, the Investor may, at its sole discretion, choose to



proceed with the transaction contemplated herein and subscribe to the Investor Equity Shares.

- 3.7 Immediately upon the fulfilment (or waiver in writing by the Investor on a case to case basis, as applicable) of the Conditions Precedent, the Company and the Promoters shall provide a written confirmation of the same to the Investor by issuing a Conditions Precedent completion certificate (the "**CP Completion Certificate**").

4. PRE-CLOSING COVENANTS

- 4.1 The Company shall, and the Promoters shall ensure that the Company shall, between the Effective Date and the Closing Date: (i) conduct its Business in the ordinary and normal course, consistent with past practice and existing policies and not start any new business; (ii) not take any decisions or actions (whether in any meeting of the Board, meeting of a committee of Directors, general meeting, through any resolutions by circulation or otherwise) in relation to any of the Affirmative Vote Matters (as defined in the Shareholders Agreement), (iii) not enter into any commitment or transaction, or do any other thing which is not contemplated under the Transaction Documents, (iv) do or permit anything which would constitute a breach of any of the Warranties were they to be repeated at any time up to Closing by reference to the facts and circumstances then existing, (v) not appoint, change the terms of appointment or remove any Key Employee, (vi) not make any change in the accounting policies of the Company (save and except as required by Law), (vii) not enter into any arrangements, dealings or contracts with all or any of the Shareholders including any Affiliates of the Shareholders or any of them, (viii) not act in breach of any obligation or in contravention of any Law or order of any Authorisation, (ix) not create any Encumbrance on the Securities of the Company, (x) not directly or indirectly, take any action to initiate, assist, solicit, receive, negotiate, encourage or accept any offer or inquiry from any Person in preference to or in substitution of the transaction contemplated in the Transaction Documents, (xi) not Encumber any of the Assets, Contracts or rights of the Company otherwise than in the ordinary and normal course of business, (xii) not incur any capital expenditure commitment relating to the Business for an amount exceeding ₹ 2,50,000 (Rupees Two Lakhs Fifty Thousand only) or in aggregate exceeding ₹ 7,50,000 (Rupees Seven Lakhs Fifty Thousand only), (xiii) not pay to any employee, compensation other than the current monthly payroll, raise or agree to raise anyone's compensation, or pay or agree to pay any bonus or other special compensation; (xiv) not change the par value of or alter the rights attached to any class of Securities of the Company, and (xv) not undertake any commitment or agreement or delegation of powers to do any of the foregoing.

5. CLOSING

- 5.1 Subject to the Investor being satisfied of the fulfilment of, or having waived (in writing), the Conditions Precedent, the Parties shall complete all of the Closing Events (collectively referred to as "**Closing**") on the date that is 5 (five) Business Days from the date of receipt by the Investor of the CP Completion Certificate ("**Closing Date**").
- 5.2 The Parties agree that, if for some unavoidable reason, the Closing Events occur on different dates, the date on which the Investor Equity Shares are allotted to Investor by the Company shall be deemed to be the Closing Date for the purposes of the Transaction Documents.
- 5.3 The Parties agree that notwithstanding anything contained in this Agreement, in the event that the Closing does not occur in the manner envisaged in this Agreement after remittance of the Subscription Amount by the Investor, then, the Investor shall have the right (but not the obligation) to either terminate this Agreement by a written notice to the Company and the Promoters or seek specific performance of the obligations of the Company and the Promoters under this Agreement. In the event of termination, at the request of the Investor, the Company and the Promoters shall, as soon as possible and no later than 2 (two) Business Days of such request, refund the entire Subscription



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Amount to the Investor and upon issuance of such written notice, this Agreement shall *ipso facto* cease. If the Company defaults in refunding the Subscription Amount within the period mentioned above, the Company shall be liable to pay an interest of 12% (Twelve Percent) per annum from (and including) the date on which the refund is due up to the date of refund.

6. POST-CLOSING COVENANTS

- 6.1 The Business Plan annexed to this Agreement may be revised or updated from time to time based on the mutual agreement of the Promoters and the Investor in writing. The Company shall, and each of the Promoters shall ensure that the Company uses the Subscription Amount paid by the Investor for activities as set out in the Business Plan and other corporate expenses as approved by the Board from time to time and not for any other purpose.
- 6.2 The Company and each of its Promoters shall take all steps necessary to cancel the pending trademark application for the device mark 'Piñata' and apply for a new trademark registration to be used by the Company for the Business ("**New Trademark**"). The New Trademark shall be: (a) developed by the Promoters and approved by the Investor; and (b) used in accordance with a migration plan mutually agreed by the Investor and Promoters and annexed as **Annexure 1** to this Agreement.
- 6.3 The Company shall, as soon as possible but in any event within 6 (six) months of Closing, obtain directors' and officers' liability insurance for the Director(s) for a minimum value of ₹25,00,000 (Rupees Twenty-Five Lakhs only).
- 6.4 The Company shall, within 2 (two) months of the Closing Date, set up the management information system to the satisfaction of the Investor.
- 6.5 The Company and the Promoters shall, and shall ensure that all third-party vendors and service providers of the Company shall, comply with the Investor's code of conduct containing policies as appropriate to the Business, determined jointly by the Investor and the Promoters, and adopted by the Board. The Investor shall assist the Company and the Promoters in implementing such policies.
- 6.6 The Company and the Investor may enter into a services agreement under which the Investor may provide or facilitate the provision of services such as brand support and advice, management services, company secretarial services, legal, tax and treasury related services, etc. to the Company at a fee which may be mutually agreed between the Company and the Investor.

7. REPRESENTATIONS AND WARRANTIES

7.1 Representations & Warranties of the Company and the Promoters

- 7.1.1 The Warrantors jointly and severally acknowledge that the Investor has entered into this Agreement and agreed to undertake the transactions contemplated herein (including the subscription of the Investor Equity Shares) relying on the Warranties.
- 7.1.2 Except to the extent stated in the Disclosure Letter, the Warrantors hereby jointly and severally confirm that all the Warranties are true, valid and subsisting as of the Effective Date (and will continue to be so on the Closing Date). Each of the Company and the Promoters, jointly and severally represent and warrant to the Investor that the disclosures made in the Disclosure Letter (including the Updated Disclosure Letter, if any) have been made in a full, fair and reasonable manner and are not misleading.
- 7.1.3 Each of the Warranties is separate and independent and, except as expressly provided in this Agreement, is not limited by: (a) reference to any other



Warranty; or (b) any other provision of this Agreement. None of the Warranties shall be treated as qualified by any actual, imputed or constructive knowledge on the part of the Investor or any of its representatives or advisors and no such knowledge shall prejudice any claim for breaches of Warranty or operate as to reduce any amount recoverable.

7.2 Representations & Warranties of the Investor: The Investor hereby represents and warrants to the Company and the Promoters that:

- 7.2.1 it is a company incorporated under the provisions of the Act and is duly organized, validly existing and in good standing under Laws of India;
- 7.2.2 it has the corporate power and authority to own, hold and operate its Assets and to carry on its business as currently conducted and or contemplated to be conducted;
- 7.2.3 its subscription to the Investor Equity Shares is permitted under Applicable Law and its memorandum and articles of association;
- 7.2.4 the execution, delivery and performance of the Transaction Documents, the consummation of the transactions contemplated by the Transaction Documents, and the compliance by it with the provisions of the Transaction Documents, will not violate, conflict with or result in a breach of: (a) the provisions of the memorandum and articles of association of the Investor; (b) Applicable Law; (c) the terms of any material agreement or arrangement to which it is a party; (d) any order, decree or judgement against, or binding upon it, its business or properties; or (e) any Authorisation.

8. INDEMNIFICATION

- 8.1 Each of the Company and the Principal Promoter (each an **Indemnifying Party** and together the **Indemnifying Parties**) agree to jointly and severally indemnify, defend and hold harmless the Investor, its officers, directors, employees, agents and authorised representatives (each an **Indemnified Party** and together the **Indemnified Parties**) from and against any and all Losses suffered or incurred by the Indemnified Parties, which arises out of, results from or in connection with or may be payable by virtue of: (i) any breach or inaccuracy of any of the Warranties provided by each of the Warrantors; (ii) material non-performance, default or breach by the Company or the Promoters of any covenants, obligations and assurances under the Transaction Documents; or (iii) gross negligence or wilful misconduct or fraud by the Company or the Promoters.
- 8.2 The Indemnifying Parties shall indemnify the Indemnified Parties for all Losses suffered or incurred by the Indemnified Party, which arises out of, results from or in connection with or may be payable by virtue of: (i) any liabilities of the Company not disclosed in the accounts prior to the Effective Date or the Closing Date; and (ii) actual, pending or threatened claims against the Company which: (a) have arisen prior to the Closing Date (other than claims or liabilities disclosed in the Disclosure Letter); or (b) may arise within 2 (two) years after the Closing Date in relation to Warranties which are not Fundamental Warranties or Tax Warranties or a TM Claim (as defined herein below). Notwithstanding anything contained in the Transaction Documents, the Parties agree that: (i) there shall be no limitation on the Indemnified Parties' right to be indemnified by the Indemnifying Parties for: (a) gross negligence or wilful misconduct or fraud by the Company or the Promoters; (b) breach or inaccuracy of any of the Warranties in paragraphs 1 to 8 of Schedule VII ("**Fundamental Warranties**") and (c) any claim arising as a result of the Company's use of the mark 'Piñata' ("**TM Claim**"); and (ii) the Warranties in paragraph 13 of Schedule VII ("**Tax Warranties**") shall survive until the expiration of the applicable statute of limitations under applicable Laws.
- 8.3 On the Indemnified Party becoming aware of any Losses save and except any Loss



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that may arise from a Third-Party Claim (*as defined herein below*), the Indemnified Party shall deliver to the Indemnifying Parties a certificate ("**Certificate**") setting out the details of the claim ("**Claim**"). It is clarified that the delivery of the Certificate shall not preclude the Indemnified Party from raising additional claims if after delivering the Certificate there is any increase in the extent of Losses actually incurred than what was stated in the Certificate. It is clarified that in the event that the Certificate in relation to a Claim is provided to the Indemnifying Party within the relevant period mentioned in Clause 8.2(ii)(b) above, such Claim, the Warranty to which it relates, the rights of the Indemnified Parties and the obligations of the Indemnifying Party, shall survive the expiry of the period mentioned in Clause 8.2(ii)(b) above and the Indemnified Parties shall be entitled to continue to prosecute such Claim.

8.4 If the Indemnifying Party objects to the indemnification of an Indemnified Party in respect of any Losses claimed in the Certificate, the Indemnifying Party shall, within 7 (seven) Business Days after receipt by the Indemnifying Party of the Certificate, deliver to the Indemnified Party a notice to such effect and the Indemnifying Party and the Indemnified Party shall, within 15 (fifteen) Business Days from the date of receipt by the Indemnified Party of such objection, attempt in good faith to agree upon the rights of the respective Parties with respect to the Claim to which the Indemnifying Party shall have so objected. If the Parties succeed in reaching an agreement on their respective rights with respect to any of such Claims, the Parties shall promptly prepare and sign a memorandum setting out that agreement. Should the Parties be unable to agree as to any particular item or items or amount or amounts, the dispute shall be settled in accordance with the procedure set out in Clause 12 below.

8.5 Claims to which the Indemnifying Party does not object in writing within 7 (seven) Business Days of receipt of the Certificate, and Claims, validity and amount of which shall have been the subject of a Final Determination (*as defined herein below*), or which have been settled with the consent of the Indemnifying Party, as described Clause 8.4, are referred to, collectively, as "**Agreed Claims**". Within 7 (seven) Business Days of any amounts being deemed or determined as Agreed Claims, the Indemnifying Party must pay to the Indemnified Party an amount equal to the Agreed Claim by wire transfer, in immediately available funds to the Investor's account. For the purposes of this Clause, "**Final Determination**" means an arbitral award or order of a Government Authority affixing liability on a Person which is conclusive in nature and not subject to further appeal.

8.6 Third Party Claims

8.6.1 The Indemnified Party must notify the Indemnifying Parties in writing as soon as reasonably practicable after having received a written notice from a third party in respect of a matter for which it is entitled to be indemnified under this Clause ("**Third Party Claim**"). Such notice must specify the facts giving rise to the claim as understood by the Indemnified Party and specify the amount of the claim, if known.

8.6.2 The Indemnifying Party shall be entitled, at its option and costs, to assume and control the defence of the Third-Party Claims, if it gives notice of its intention to do so to the Indemnified Party within 7 (seven) Business Days of receiving notice of the Third-Party Claim. If the Indemnifying Party elects to assume such control: (a) the Indemnified Party shall co-operate with the Indemnifying Party and its counsel; (b) the Indemnifying Party shall inform the Indemnified Party of any negotiation, settlement or defence of such Third Party Claim and shall provide the Indemnified Party with all relevant documents in connection thereto, provided however, that the Indemnifying Party shall not be entitled to settle any Third Party Claim without the prior written consent of the Indemnified Party; (c) the Indemnifying Party shall pay all deposits, fees and costs, from time to time, as may be required to continue the negotiation, settlement or defence of such Third Party Claim; and (d) the Indemnifying Party shall be liable to pay such amount to the third party in respect of the Third Party Claim as may be decided



by Final Determination.

- 8.6.3 If the Indemnifying Party does not elect to assume and control the defence of the Third Party Claim as set out in Clause 8.6.2 above or, having elected to assume such control, thereafter fails to proceed with the settlement or defence of any such Third-Party Claim to the reasonable satisfaction of the Indemnified Party, the Indemnifying Party shall be liable to pay the amount of the Third-Party Claim to the Indemnified Party immediately.
- 8.7 It is acknowledged and agreed that the benefit of the Warranties and of the indemnities granted under this Clause 8 shall extend to any transferee to whom the Investor has transferred the Investor Equity Shares held by it in accordance with the Transaction Documents.
- 8.8 In respect of any matter in relation to which the Indemnified Parties are entitled to be indemnified by the Indemnifying Parties under this Agreement, the Indemnifying Parties shall pay, in addition to the amounts payable pursuant to this Clause 8 as indemnification for the Losses suffered by the Indemnified Parties (such amount, the "**Indemnity Amount**"), a further payment (the "**Additional Payment**") to the Indemnified Parties so that the sum of the Indemnity Amount and the Additional Payment shall, after deducting from such payments the amount of all Taxes required to be paid in respect of the receipt or accrual of such payments, be equal to the Indemnity Amount.
- 8.9 The Indemnifying Parties shall apply for all approvals as may be necessary, cooperate with the Government Authorities and provide such information, as may be necessary to make the indemnity payments to the Indemnified Parties as contemplated under this Clause 8.
- 8.10 In the event that the Indemnifying Parties are unable to pay (including on account of any approval required from a Government Authority being declined) to the Indemnified Parties any amounts due and payable to them pursuant to the indemnification rights hereunder, the Indemnified Parties (at their sole option) may require the Indemnifying Parties to issue or transfer Securities of an equivalent value (such value to be the price determined in accordance with Applicable Law) to such Indemnified Parties provided that any monies expended by the Indemnified Parties to acquire such Securities shall together with the Indemnity Amount and Additional Payment be equal to the value of such Securities.
- 8.11 Each Promoter covenants that if any of the Indemnified Parties makes a claim against any of them under this Agreement, the Promoter shall not pursue any claim, seek damages or reimbursements from the Company or any of its representatives or any right of contribution in respect of such claim.

9. LIMITATION OF LIABILITY

- 9.1 In no event shall an Indemnifying Party be liable to indemnify the Indemnified Parties for any indirect, consequential, special or incidental Losses arising out of or in connection with this Agreement.
- 9.2 Notwithstanding anything contained in the Transaction Documents, any Losses in respect of any individual event or occurrence that is less than ₹2,00,000/- (Rupees Two Lakhs only) ("**De-Minimis Loss**") shall not be claimed by the Investor. It is clarified that the De-Minimis Loss shall not be applicable to any Loss arising on account of: (a) gross negligence or wilful misconduct or fraud by the Company or the Promoters; (b) breach or inaccuracy of any of the Fundamental Warranties; or (c) any TM Claim.
- 9.3 Notwithstanding anything contained in the Transaction Documents in no event, shall the aggregate liability of the Indemnifying Parties with respect to the Indemnified Party exceed the Subscription Amount. It is clarified that this cap shall not be applicable to



any Loss arising on account of: (a) gross negligence or wilful misconduct or fraud by the Company or the Promoters, (b) breach or inaccuracy of any of the Fundamental Warranties; or (c) any TM Claim.

- 9.4 In the event the Losses suffered by the Indemnified Party are the subject-matter of an insurance policy maintained in that regard, then the Parties shall perform the necessary procedure with respect to the insurance claim and ensure that the insurer releases the necessary payment to the Indemnified Party in a timely manner.
- 9.5 No liability shall attach to the Indemnifying Parties in respect of any Losses to the extent that such Losses would not have arisen but for an act of willful default or gross negligence of the Indemnified Parties under this Agreement.
- 9.6 The Indemnified Party shall not be entitled to bring any claim for indemnification of any Losses in respect of any act or omission committed by the Indemnifying Parties in strict and absolute conformity with the written request or with the written approval of the Indemnified Party.
- 9.7 The Indemnified Party shall not be entitled to obtain payment, reimbursement, restitution or indemnity more than once in respect of any one claim for Losses from the Indemnifying Parties.
- 9.8 If any of the Indemnifying Parties pays an amount in discharge of a claim and the Indemnified Party subsequently recovers from a third party a sum that is solely referable to the subject matter of the claim and that would not otherwise have been received by the Indemnified Party, the Indemnified Party will pay to the relevant Indemnifying Parties an amount equal to the sum recovered from the third party less any reasonable costs and expenses incurred in obtaining such recovery towards the indemnity paid to the Indemnified Party.
- 9.9 Where the Indemnifying Parties have paid an Additional Payment to the Indemnified Parties in settlement of an indemnity claim, the Indemnifying Parties shall be entitled to recover from the Indemnified Parties, an amount equal to the benefit obtained by the Indemnified Parties, if any, pursuant to any statutory provision, including any provision for recovery, set-off or adjustment against any losses so incurred by the Indemnified Parties.
- 9.10 The Indemnifying Parties shall not be obligated to indemnify the Indemnified Party to the extent that the relevant Losses arises out of and relates solely to an enactment of, or any change in, any Applicable Law.

10. CONFIDENTIALITY

- 10.1 Each Party shall treat the terms of the Transaction Documents and any data and information, whether written, oral or visual, disclosed to it or which comes into its possession or knowledge in connection with this Agreement as confidential and shall not disclose the same to any others, except as may be required by Law or as may be required to be disclosed on a "need-to-know" basis for implementing this Agreement.
- 10.2 Each Party may disclose the terms hereof and other information disclosed to it pursuant to this Agreement to: (i) its professional advisors and auditors subject to such persons agreeing to keep such information confidential; (ii) Governmental Authorities, to the extent such disclosure is required under Applicable Law; (iii) to the extent required under Applicable Law for the purpose of resolving any disputes in relation to this Agreement.
- 10.3 A Party shall not disclose or provide access to the proprietary information of the Company, directly or indirectly, to any Person, who/which, directly competes with the Business, provided however that the Investor shall be entitled to share any non-proprietary information of the Company with any Person in order to exercise its exit



rights under the Shareholders' Agreement or in connection with any future funding of the Company.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship among the Parties shall be governed by, and interpreted in accordance with, the Laws of India. Subject to Clause 12 below, the courts in Bengaluru, India, shall have exclusive jurisdiction over all matters arising pursuant to this Agreement.

12. DISPUTE RESOLUTION

- 12.1 In the event a dispute, difference, claim or controversy arises in connection with this Agreement (each, a "**Dispute**"), the disputing Parties shall, in the first instance, attempt to resolve such Dispute amicably. If the Dispute remains unresolved within 15 (fifteen) days from the date of commencement of discussions, the disputing Parties will submit to arbitration in the manner provided below.
- 12.2 Any Dispute which is not settled to the satisfaction of the disputing Parties as above shall be finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, by an arbitral tribunal consisting of 3 (three) arbitrators. Each disputing Party shall appoint 1 (one) arbitrator and the 2 (two) arbitrators, so appointed, shall appoint the third arbitrator.
- 12.3 The seat of arbitration shall be Bengaluru, India. All arbitration proceedings shall be conducted in the English language.
- 12.4 Nothing set out hereinabove shall preclude a Party from seeking interim or permanent equitable or injunctive relief, or both, from the competent courts, having jurisdiction to grant relief on any disputes or differences arising from this Agreement. The pursuit of equitable or injunctive relief shall not be a waiver by the Parties to pursue any remedy (including for monetary damages) through the arbitration described in this Clause 12.

13. COSTS AND EXPENSES

- 13.1 All costs and expenses in connection with the transactions contemplated herein and in connection with the issue of the Investor Equity Shares (except stamp duty) shall be individually borne by each of the Parties to the transaction.
- 13.2 The stamp duty and any other charges payable in connection with the Transaction Documents, including the stamp duty payable on the share certificates, shall be borne by the Company.

14. EFFECTIVE DATE AND TERMINATION

- 14.1 Subject to Clause 14.2, this Agreement shall come into effect on the Effective Date.
- 14.2 This Agreement may, subject always to Clause 14.3 hereunder, be terminated prior to the Closing as follows:
- 14.2.1 upon the mutual written agreement of the Parties;
- 14.2.2 upon termination of the Shareholders' Agreement;
- 14.2.3 in the manner specified in Clause 3.5 of this Agreement;
- 14.2.4 at the election of the Investor, if any Warrantors breached any Warranties or any other covenant or agreement contained in this Agreement, and such breach cannot be or is not cured within 15 (fifteen) Business Days after being notified in writing of the same; or



14.2.5 at the election of the Investor, if the Updated Disclosure Letter is not reasonably satisfactory to the Investor.

- 14.3 Termination of this Agreement in any manner whatsoever shall be without prejudice to the rights of any Party in connection with acts or matters or things done, committed, omitted, or suffered by any Party prior to the date of such termination. The termination of this Agreement 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.

15. NOTICES

- 15.1 Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted hereunder shall be served to all Parties, in writing and shall be deemed given: (i) on the date established by the sender as having been delivered personally; (ii) on the date delivered by a private courier as established by the sender by evidence obtained from the courier; (iii) on the date sent by electronic transmission, with confirmation of transmission, if sent during normal business hours of the recipient, if not, then on the next Business Day; or (iv) on the 3rd (third) day after the date mailed, by certified or registered mail, return receipt requested or postage prepaid. Such communications, to be valid, must be addressed as follows:

If to the **Company**:

Attention: Mr. Aswani Kumar Chaitanya N

Address: 402/1/1 4th Floor, 22nd Cross, 25th B Main, HSR Layout Sector 2, Bengaluru 560 102

Email: aswani.chaitanya@firmroots.in

If to the **Promoters**: As provided in **Schedule I**.

If to the **Investor**:

Attention: Mr. Sanjay Sharma

Address: No.1, 2nd and 3rd Floor, 100 Feet Inner Ring Road, Ejipura, Bengaluru – 560 047

Email: sanjay.sharma@mtrfoods.com

- 15.2 A Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Parties not less than 15 (Fifteen) days' prior written notice of such change in the manner provided for hereinabove.

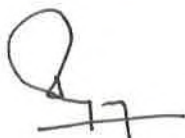
16. MISCELLANEOUS

- 16.1 **Survival:** The provisions, specifically Clauses 8 (*Indemnification*), 9 (*Limitation of Liability*), 10 (*Confidentiality*), 11 (*Governing Law and Jurisdiction*) and 12 (*Dispute Resolution*) and rights and obligations of the Parties under this Agreement, which either expressly or by their nature survive the termination of this Agreement, shall not be extinguished by termination of this Agreement.
- 16.2 **Publicity:** Any public release or public announcement (including any press release, conference, advertisement, announcement, professional or trade publication, mass marketing materials or otherwise to the general public) containing references to the Parties, shall require the prior written consent of the Parties.
- 16.3 **Assignment:** This Agreement shall not be assigned by a Party without the prior written consent of the other Parties.



- 16.4 **Relationship among Parties:** It is clearly understood and accepted by the Parties that this Agreement and the contract among the Parties evidenced by it are on "principal to principal" basis and nothing contained herein shall be construed or understood as constituting any Party hereto the agent or representative of the other Parties under any circumstances.
- 16.5 **Severability:** If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect. Further, the Parties shall endeavour to replace such provision with a valid, legally enforceable provision that reflects the original intent of the Parties.
- 16.6 **Waiver:** Failure of a Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by a Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective, unless in writing and duly executed by the concerned Party.
- 16.7 **Amendment/Variation:** No amendment or variation of this Agreement shall be binding on any Party unless such variation is in writing and duly signed by all the Parties.
- 16.8 **Cumulative Rights:** All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.
- 16.9 **Entire Agreement:** This Agreement together with the Schedules hereto and the Transaction Documents, constitute and contain the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersedes all previous communications, negotiations, commitments, agreements, either oral or written, among the Parties.
- 16.10 **Responsibility:** Where any obligation, representation, warranty or undertaking in this Agreement is expressed to be made, undertaken or given by two or more Parties, they shall be severally responsible in respect of it, unless expressly provided to the contrary.
- 16.11 **Specific Performance:** The Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief to restrain the other Party from committing any violation or enforce the performance of the covenants, warranties or obligations contained in the Transaction Documents.
- 16.12 **Execution:** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which shall be considered one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by a common graphics or document exchange format capable of delivery *vide* electronic mail (any such delivery, an "**Electronic Delivery**") shall be treated in all manners and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent that such defense relates to lack of authenticity. The persons signing this Agreement on behalf of each Party to it represent and covenant that they have the authority to sign and execute this document on behalf of the Party for whom they are signing.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.



THE EXECUTION PAGE(S) OF THE SHARE SUBSCRIPTION AGREEMENT FOLLOWS IMMEDIATELY AFTER THIS PAGE. THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

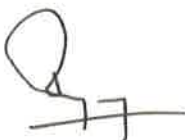
Handwritten signature or initials, possibly "Q77" or similar, located at the bottom left of the page.Handwritten signature, possibly "Schubert", located at the bottom right of the page.

This is the first execution page of the Agreement executed among the Company, the Promoters and the Investor.

Signed and delivered for and on behalf of **Firmroots Private Limited**,
By its duly appointed, authorised representative/signatory,



Name : **Mr. Aswani Kumar Chaitanya N**
Title : **Director**



This is the second execution page of the Agreement executed among the Company, the Promoters and the Investor.

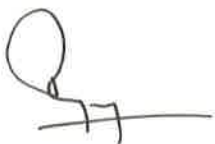
Signed and delivered by **Mr. Aswani Kumar Chaitanya N**



This is the third execution page of the Agreement executed among the Company, the Promoters and the Investor.

Signed and delivered by **Mrs. Hima Bindu Kasturi**





This is the fourth execution page of the Agreement executed among the Company, the Promoters and the Investor.

Signed and delivered for and on behalf of **MTR Foods Private Limited**,
By its duly appointed authorised representative/signatory,



Name : **Mr. Sanjay Sharma**
Title : **CEO, MTR Foods Private Limited.**



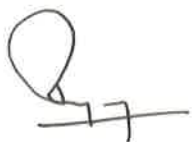
SCHEDULE I
PROMOTERS

S.No.	Name of Promoter	Address	Email	PAN
1.	Mr. Aswani Kumar Chaitanya N	No. C1, NVT Orchid Garden, Sarjapur Road, Chembanahalli, Dommasandra Circle, Bengaluru – 562 125.	aswani.chaitanya@firmroots.in	ACZPN2215K
2.	Mrs. Hima Bindu Kasturi	3-15-52, Venkatramana Colony, Mallapur, Kapra, Rangareddi, AP 500076	hima.kasturi@firmroots.in	BCMPB6264L

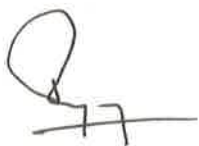


SCHEDULE II
SHAREHOLDING STRUCTURE AS ON THE EFFECTIVE DATE

S. No.	Shareholder	Equity Shares	Percentage Holding (%)	Status	Source of Funds
1.	Aswani Kumar Chaitanya N	8800	82.31992516%	Resident	Income generated in India and available in INR denominated bank accounts in India
2.	Snehal Shrikant Khasnis	500	4.677268475%	Resident	Income generated in India and available in INR denominated bank accounts in India.
3.	Hima Bindu Kasturi	500	4.677268475%	Resident	Income generated in India and available in INR denominated bank accounts in India.
4.	Tapan Kumar Das	200	1.87090739%	Resident	Income generated in India and available in INR denominated bank accounts in India.
5.	Pradeep Sesham	230	2.151543499%	Resident	Income generated in India and available in INR denominated bank accounts in India.
6.	Yogesh Sekhar C	345	3.227315248%	Non-resident Indian	Investment is on a non-repatriation basis.
7.	Tanu Gupta	115	1.075771749%	Resident	Income generated in India and available in




		INR denominated bank accounts in India.
	10690	100.00%




SCHEDULE III
SHAREHOLDING STRUCTURE AS ON THE CLOSING DATE

S. No.	Shareholder	Equity Shares	Percentage Holding (%)
1.	Aswani Kumar Chaitanya N	8800	46.92082111%
2.	Snehal Shrikant Khasnis	500	2.665955745%
3.	Hima Bindu Kasturi	500	2.665955745%
4.	Tapan Kumar Das	200	1.066382298%
5.	Pradeep Sesham	230	1.226339643%
6.	Yogesh C Sekhar	345	1.839509464%
7.	Tanu Gupta	115	0.613169821%
8.	MTR Foods Private Limited	8065	43.00186617%
Total		18755	100.00%



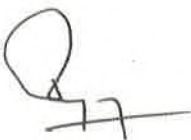

SCHEDULE IV
CONDITIONS PRECEDENT

PART A

1. The Company shall, and the Promoters shall ensure that the Company has obtained all requisite approvals and completed all procedures and filings required under applicable Law to:
(i) permit it to offer, issue and allot the Investor Equity Shares to the Investor; (ii) execute, deliver and perform its obligations under the Transaction Documents, and (iii) provided certified copies evidencing fulfilment of the foregoing to the Investor.
2. Each of the Company and the Promoters should have provided to the Investor, a certificate along with the following declarations:
 - 2.1.1 no event(s) or condition(s) has occurred that has, have or would reasonably be expected to have a Material Adverse Effect; and
 - 2.1.2 the Warranties are true and correct and not misleading when made, and shall continue to be true and correct and not misleading as on the Closing Date in all respects, with the same force and effect as if they had been made on and as of the Closing Date.
3. The Company shall cease to carry on all transactions and activities which are not on a B2B basis and shall confirm the same to the Investor in writing.
4. The Company shall provide the audited Financial Statements (as defined in the Shareholders' Agreement) for the Financial Year (as defined in the Shareholders' Agreement) ending 31 March 2017.
5. Completion of financial, tax and legal due diligence on the Company, and resolution of all issues arising therefrom, to the satisfaction of the Investor.

PART B

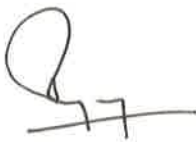
1. The Investor should have: (a) obtained a board resolution: (i) permitting it to subscribe to the Investor Equity Shares; and (ii) designating an authorised representative to execute the Transaction Documents on its behalf, and (b) provided certified copy of such board resolution to the Company and the Promoters.
2. The Investor shall have communicated its acceptance of the private placement offer letter in PAS-4 issued by the Company and submitted an application form to the Company as required under applicable Law for allotment of the Investor Equity Shares.



SCHEDULE V

DESIGNATED BANK ACCOUNT

Bank Name	Citibank
Bank Address	Citibank, N.A, Bengaluru
Beneficiary Name and Address	FIRM ROOTS PRIVATE LTD-UNIT A/C 402/1/1 4th Floor, 22nd Cross, 25th B Main, HSR Layout Sector 2, Bengaluru 560 102.
Account Number	0043989804
IFSC Code	CITI0000004



SCHEDULE VI

CLOSING DATE EVENTS

1. **Confirmation Certificate:** The Company and the Promoters will provide to the Investor, a written declaration confirming that: (i) no event(s) or condition(s) has occurred that has, have or would reasonably be expected to constitute a Material Adverse Effect; and (ii) the Warranties are true and correct and not misleading when made, and are true and correct and not misleading as on the Closing Date in all respects, with the same force and effect as if they had been made on and as of the Closing Date.
2. **Updated Disclosure Letter:** The Company and the Promoters shall (if required) deliver the Updated Disclosure Letter to the Investor which shall be subject to the Investor's review and consent.
3. **Remittance of Subscription Amount:** The Investor will remit the Subscription Amount to the Designated Bank Account towards the subscription of the Investor Equity Shares
4. **Corporate Proceedings of the Company**
 - 4.1 The Company shall hold a meeting of the Board and pass the necessary resolutions to effect:
 - 4.1.1 the issue and allotment of the Investor Equity Shares to the Investor;
 - 4.1.2 recording of the Investor as a member of the Company in the Company's register of members in respect of the Investor Equity Shares;
 - 4.1.3 the issue of share certificate(s) to the Investor recording issue and allotment the Investor Equity Shares; and
 - 4.1.4 the adoption of the Restated Articles (subject to the approval and consent of the Shareholders of the Company at an extra-ordinary general meeting of the Shareholders);
 - 4.1.5 the adoption of the Business Plan; and
 - 4.1.6 the calling and holding of an extra-ordinary general meeting of the Shareholders.
 - 4.2 The Company shall obtain the consent of all the Shareholders for incorporating entrenchment provisions into the Restated Articles.
 - 4.3 The Company shall thereafter convene an extraordinary general meeting of the Shareholders at a shorter notice to adopt the Restated Articles and appoint the Investor Director (*as defined in the Shareholders' Agreement*).
5. **Recording in Statutory Registers of the Company:** The Company shall make the necessary entries in its register of members to register the Investor as a member of the Company in respect of the Investor Equity Shares.
6. **Statutory Filings**
 - 6.1 The Company shall file with the RoC:
 - 6.1.1 Form PAS-3, with respect to the issue and allotment of the Investor Equity Shares;
 - 6.1.2 Form MGT-14, for the special resolution passed for adopting the Restated Articles and incorporating the entrenchment provisions contained therein; and
 - 6.1.3 Form DIR-12, with respect to appointment of the Investor Director.
7. **Deliverables of the Company:** The Company shall, within 30 (thirty) days from the Closing Date deliver to the Investor: (a) duly signed, sealed and stamped share certificates with respect

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to the Investor Equity Shares; and (b) a duly certified updated copy of the register of members and directors of the Company reflecting issuance of the Investor Equity Shares to the Investor and appointment of the Investor Directors as directors of the Company.

8. **Employment Agreements:** Each of the Promoters and Key Employees shall execute employment agreements with the Company in a form which is approved by the Investor ("**Employment Agreements**").

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H. Chhaya

SCHEDULE VII

REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS AND THE COMPANY

The Warrantors jointly and severally represent and warrant to the Investor that, as of the Effective Date (and as on the Closing Date), except as set forth in the Disclosure Letter and the Updated Disclosure Letter, if any, the following statements are all true, correct and complete with respect to the Company.

1. ORGANIZATION OF THE COMPANY

- 1.1 The Company is: (i) a private limited company incorporated under the provisions of the Act; (ii) duly organized, validly existing and in good standing under Laws of India; and (iii) is not in violation of any of the provisions of its Memorandum and Articles of Association.
- 1.2 The Company has the corporate power and authority to own, hold and operate its Assets and to carry on its Business as currently conducted and or contemplated to be conducted.
- 1.3 The Company is duly qualified to do Business in all jurisdictions where it operates.

2. EXECUTION OF TRANSACTION DOCUMENTS

- 2.1 The Company and each of the Promoters have: (i) the corporate, statutory or other power and authority (as the case may be) to: (a) execute and deliver this Agreement and all other Transaction Documents; and (b) perform their obligations under the Transaction Documents; and (ii) taken all requisite actions (whether corporate, statutory or otherwise) to consummate the transactions contemplated under the Transaction Documents.
- 2.2 The Transaction Documents and any other documents to be executed pursuant to or in connection with the Transaction Documents will, when executed, constitute valid and binding obligations of the Company and the Promoters, enforceable against them in accordance with their respective terms.
- 2.3 The execution of Transaction Documents and any other documents to be executed pursuant to or in connection with the Transaction Documents (a) will not give any Person a right or claim of termination, amendment, or require modification, acceleration or cancellation of any contract entered into by the Company or the Promoters, or (b) result in the creation of any Encumbrance (or any obligation to create any Encumbrance) upon any of the Assets of the Company, or (c) entail any Person to require the Shareholders to transfer or Encumber the Shares held by them in the Company.

3. ISSUANCE OF INVESTOR EQUITY SHARES

- 3.1 The Investor Equity Shares to be issued under this Agreement to the Investor, have been, or will have been duly authorized by all necessary corporate action and all necessary Authorisations required to be obtained by the Company for such issue have been or will be obtained and shall be in full force and effect as of the Closing Date.
- 3.2 The Investor Equity Shares shall, as of the Closing Date, be validly issued in accordance with all Applicable Laws and the Investor shall be entitled to all rights accorded to it under the Transaction Documents. The Investor Equity Shares issued to the Investor in accordance with this Agreement will be validly issued and fully paid-up at the time of such issue. Upon the issue of the Investor Equity Shares to the Investor, the Investor shall have clear and marketable title to and shall be the sole legal and beneficial owner of the Investor Equity Shares, free from any and all Encumbrances or claims or demands of any description whatsoever.
- 3.3 Each of the Warrantors have not, nor has anyone on their behalf, done, committed or omitted any act, deed, matter or thing whereby the Investor Equity Shares can be forfeited, extinguished or rendered void or voidable.



- 3.4 There are no statutory or contractual pre-emptive rights or rights of refusal with respect to the issuance of the Investor Equity Shares.

4. CAPITAL STRUCTURE OF THE COMPANY

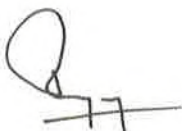
- 4.1 As on the Effective Date and as of the Closing Date, the authorized share capital of the Company is ₹5,00,000 (Rupees Five Lakh only) divided into 50,000 (Fifty Thousand) Equity Shares.
- 4.2 As on the Effective Date, the issued, subscribed and paid-up share capital of the Company (on a Fully Diluted Basis) is ₹1,06,900 (Rupees One Lakh Six Thousand Nine Hundred only) divided into 10,690 (Ten Thousand Six Hundred and Ninety) Equity Shares and is held in the manner set out in **Schedule II** to this Agreement.
- 4.3 As on the Closing Date, the issued, subscribed and paid-up share capital of the Company (on a Fully Diluted Basis) will be ₹1,87,550 (Rupees One Lakh Eighty-Seven Thousand Five Hundred and Fifty only) divided into 18,755 (Eighteen Thousand Seven Hundred and Fifty-Five) Equity Shares and is held in the manner set out in **Schedule III** to this Agreement. The details mentioned in Schedule II and Schedule III of this Agreement are true, accurate and complete and not misleading in any manner. The subscription to the Securities by the Promoters and the Existing Shareholders does not violate any Applicable Law including Indian exchange control Laws.
- 4.4 Other than as provided above, there are no stock options granted and outstanding, warrants issued and outstanding, outstanding rights or agreements or schemes for the subscription or purchase from the Company of any Securities in the capital of the Company or any Securities convertible into or ultimately exchangeable or exercisable for any shares of the Company (including conversion of any loan taken or debenture subscribed to by the Company, or pre-emption rights under any other agreement) and no Securities currently held by any Person are, or would be subject to any pre-emptive rights, rights of first refusal or other rights pursuant to any existing agreement or commitment of the Company. There are no voting trusts, proxies or other agreements or understandings with respect to the voting shares of the Company.
- 4.5 Each allotment of Securities of the Company has been made in compliance with all Applicable Laws, Memorandum and Articles of Association, and all corporate actions required to be performed by the Company under all Applicable Laws, Memorandum and Articles of Association have been performed. The share certificates of the Company have been validly issued and duly stamped in accordance with Applicable Laws.
- 4.6 The statutory registers and books including the minute books and register of members of the Company have been properly and accurately maintained and written up to date in all respects and in compliance with Applicable Laws and contain full and accurate records of the existing shareholders (whether legal or beneficial owners) of the Company, of all resolutions passed by the Board and the Shareholders of the Company and all issuances and transfers of Securities of the Company.

5. CORPORATE ACTIONS

- 5.1 The Company has, and has at all times complied with all requirements of Applicable Laws, its Memorandum and Articles for validly conducting the meetings of the Board and its members, and has duly reflected the proceedings of the meetings in the respective minutes.
- 5.2 The Board of Directors of the Company is duly elected and validly appointed as per the provisions of the Act and the Articles, and none of the Directors are disqualified to continue as Directors under any provisions of the Act and/or any other Applicable Law.

6. CONSENTS AND APPROVALS

- 6.1 All actions, approvals and consents on the part of the Shareholders, the Promoters and the Company (including all corporate action on the part of the Board, the Promoters and the



Shareholders of the Company) necessary for: (i) the authorization, execution and delivery of the Transaction Documents; (ii) the issue of the Investor Equity Shares; and (iii) performance of the Company's and Promoters' obligations under the Agreement, have been obtained.

7. CONFLICTING INSTRUMENTS AND ACTIONS

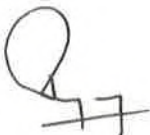
- 7.1 The execution, delivery and performance of this Agreement and the Transaction Documents by each Warrantor, the consummation of the transactions contemplated by this Agreement and the Transaction Documents, and the compliance by each Warrantor with the provisions of this Agreement and the Transaction Documents, will not violate, conflict with, result in a breach of: (a) the provisions of the Memorandum and Articles of Association of the Company; (b) Applicable Law; (c) any of the terms, covenants, conditions or provisions of any contract, agreement, note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease or other instrument, commitment or obligation to which the Company or any of the Promoters are a party; (d) any order, decree or judgement against, or binding upon the Company or its Securities, Properties or Business; or (e) any Authorisation.

8. LEGAL COMPLIANCE

- 8.1 The Company is conducting, and, since incorporation, has conducted its Business in compliance with Applicable Laws and the Company is not in breach of any such Applicable Laws.
- 8.2 The Company has not received any opinion or memorandum or legal advice from any legal counsel to the effect that it is exposed, from a legal standpoint, to any liability or disadvantage which may be material to the Business.
- 8.3 The Company has not engaged in, and is currently not engaged in, any transaction or activities which are not on B2B basis.

9. LICENSES/REGISTRATIONS/CONSENTS AND GOVERNMENTAL APPROVALS

- 9.1 The Company has obtained the Authorisations required under any Applicable Law, from any Governmental Authorities and third parties that are required for the conduct of its Business as currently conducted or contemplated to be conducted and ownership and operations of its Assets. The Company has, and has at all times complied with the terms and conditions of all Authorisations and no circumstances exist which may result in the termination, revocation, suspension or modification of any Authorisations or that may prejudice the renewal of any of them.
- 9.2 The Company has at all times performed all of its obligations under each Authorisation and has at all times been and continues to be in compliance with all conditions in each such Authorisation.
- 9.3 There is no Contract, judgment, injunction, order or decree to which the Company is a party that has or may be reasonably expected to have the effect of prohibiting or impairing the conduct of the Business, any acquisition of property by the Company, or otherwise limiting the freedom of the Company to engage in any line of business or to compete with any Person.
- 9.4 All information, notices, accounts, statements, reports, computations, assessments and returns which ought to have been submitted, made or given to any Government Authority by the Company have been properly, timely and duly so submitted, made or given, and all information, notices, accounts, statements, reports, computations, assessments and returns submitted, made or given to the Government Authority are true and accurate and none of them is the subject of any dispute or likely to become the subject of any dispute with any such Government Authority.

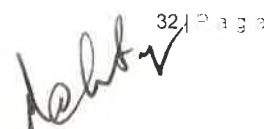


10. STATUTORY BOOKS

- 10.1 All statutory books of the Company: (i) are maintained in accordance with Applicable Law on a consistent basis; (ii) are up-to-date; and (iii) contain accurate records of all matters required to be dealt with in such books and records.
- 10.2 The minute books of the Company contain true, correct and complete records of all meetings and accurately reflect all other corporate actions of the Shareholders and Board (including committees thereof) of the Company.
- 10.3 The statutory registers of the Company are true, correct and complete in all respects.

11. ACCOUNTS

- 11.1 The books of accounts of the Company have been accurately, consistently and properly maintained and the accounts of the Company have been and are being prepared, in accordance with Applicable Law and in accordance with accounting standards prescribed by the Institute of Chartered Accountants of India, or generally acceptable accounting principles/standards in India, so as to give a true and fair view of the Business (including the Assets, liabilities and state of affairs) of the Company. There has been no change in the accounting policies of the Company since its incorporation.
- 11.2 The accounts of the Company (whether audited or unaudited) give a true and fair view of the Assets, liabilities, state of affairs, profits or losses, results of operations and financial position of the Company, for the period to which the respective accounts relate.
- 11.3 The unaudited management accounts of the Company for the period of 3 (three) months ended June 30, 2017, have been prepared by applying and adopting policies, principles, bases, conventions, rules, practices, techniques, methods and procedures consistent with those employed in preparing the audited financial statements of the Company and give a true and fair view of the income and expenditure of the Company for that period.
- 11.4 The debts included in the accounts of the Company (whether audited or unaudited) have realised or will realise, in the ordinary course of collection, their nominal amounts plus any costs of collection and any accrued interest less any provisions for bad and doubtful debts included in such accounts. The Promoters have no reason to believe that any debt owing to the Company at the Execution Date shall not in the ordinary course of collection realise its nominal amount plus any costs of collection and any accrued interest.
- 11.5 Since 31 March 2017 (**Accounts Date**):
- (a) the Company has not paid, made or declared a dividend or other distribution;
 - (b) the Company has paid its creditors within the times agreed with them and, without limiting the foregoing, no debt owing by the Company has been outstanding for more than 30 (thirty) days from the date of invoice;
 - (c) there has been no deterioration in the values of any of the Assets such that the market value of any Asset is less than the value attributed to it in the books of accounts of the Company and no Asset of the Company has been revalued;
 - (d) no Asset of a value or price in excess of ₹2,50,000 (Rupees Two Lakhs Fifty Thousand only) has been acquired or disposed of or agreed to be acquired or disposed of by the Company;
 - (e) no Contract involving capital expenditure in excess of ₹2,50,000 (Rupees Two Lakhs Fifty Thousand only) in total has been entered into by the Company;
 - (f) the Company has not settled any litigation.

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- 11.6 The Company has not incurred any political expenditure or made any political or charitable donation in the current or preceding financial year and is not under any commitment to do so.
- 11.7 The Company is not subject to any arrangement for receipt or repayment of any grant, subsidy or financial assistance from any Government Authority or any other Person.

12. BORROWINGS AND LOANS

- 12.1 Except as reflected in the financial statements provided to the Investor, the Company has not obtained any loans, borrowings or any other form of indebtedness since the date of its incorporation nor does there exist any condition, fact or circumstance that will create any claim, obligation, liability or indebtedness, whether direct, indirect, contingent, absolute, accrued or otherwise.
- 12.2 There are no liens, charges, Encumbrances or other security interests against any of the Properties, whether tangible, intangible or real, or on the accounts receivables of the Company.
- 12.3 The Company has not lent any money which has not been repaid to it and does not own the benefit of any debt (whether present or future, actual or contingent) other than amounts owing by way of trade credit in the ordinary course of trading as a result of goods or services supplied on normal arm's length terms.

13. TAXATION MATTERS

- 13.1 The Company has obtained all the requisite Authorisations under all the applicable tax Laws, and has complied with all the requirements as specified under the respective tax Laws as applicable to it, including in relation to returns, assessments, computations, notices and information which are or are required to be made or given by the Company to any tax authority for taxation and for any other tax or duty purposes, and all such returns, computations, notices and information have been made or given and are true, correct and complete.
- 13.2 The Company has filed all declarations and returns necessary under the provisions of tax Laws within the time period stipulated by such tax Laws and, has not received any written notice that such returns are disputed by the Tax authorities concerned or that proceedings for recovery of tax have been initiated or are presently pending against the Company. The computation of each payment of taxation or each claim for repayment of taxation has been done after taking proper account of all relevant estimates and other information available to the Company at the time when such payment was made or at the time when such claim for repayment was submitted to any tax authority (as the case maybe).
- 13.3 The Company has kept and preserved all records and information as may be needed to enable it to deliver correct and complete returns to all relevant tax authorities for all accounting periods for which such returns and declarations are required.
- 13.4 The Company has not been involved in any dispute in relation to any Tax, and the Tax authorities have not informed the Company that they intend to investigate the Tax affairs of the Company.
- 13.5 The Company has not been engaged in, or been a party to, any transaction or series of transactions of which the main purpose, or one of the main purposes, was the evasion of, or deferral of taxation in any taxing jurisdiction where the Company or any of its businesses operate.
- 13.6 The Company has not incurred any liability for taxes since the Accounts Date other than in the ordinary course of business.

14. EMPLOYEES

- 14.1 The Company: (i) is in compliance with and has been in compliance with all applicable labour Laws and has obtained all Authorisations as prescribed under Applicable Law with respect to

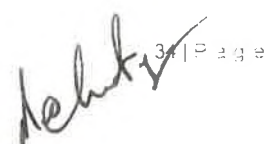


its employees; and (ii) has, in relation to each of its employees and (so far as relevant) to each of its former employees: (a) complied in all respects with its obligations (as appropriate) under Applicable Laws relevant to its relations with each employee or the conditions of service of the employee and has maintained adequate and suitable records regarding the service of the employee; and (b) discharged or adequately provided for in all respects its obligations to pay all salaries, wages, commissions, bonuses, overtime pay, holiday pay, sick pay and other benefits of or connected with employment as required under Applicable Law. All employees have signed employment agreements with the Company and are bound by non-compete obligations.

- 14.2 No Key Employee of the Company is intending to terminate her/his employment with the Company nor does the Company have any intention to terminate the employment of such Key Employee. Further, no Key Employee of the Company is subject to any non-compete, nondisclosure, confidentiality, employment, consulting or similar agreements relating to, affecting or in conflict with the Business, except for agreements between the Company and such Key Employee. No Key Employee is considering terminating his/her employment with the Company.
- 14.3 The Company is not a party to any collective bargaining agreement or union contract and the Promoters are not aware of any employee union operating within the Company.
- 14.4 The Company has executed written contracts with respect to all personnel and workers hired or utilized by it from independent contractors as contract labourers and all such contracts have explicit provisions regarding repayment of statutory dues that the Company may be required to pay with respect to statutory benefits payable to the contract labourers.
- 14.5 The Company has not experienced any disputes that have remained unresolved or resulted in any claims against the Company by its employees or contract labour or consultants, including, without limitation, lock-outs, strikes, slowdowns or work stoppages.

15. INTELLECTUAL PROPERTY

- 15.1 The Company absolutely owns, possesses or has the right to use all trademarks, trade names, logos, get-up, labels, packaging, slogans, internet domain names, designs and other rights to inventions, trade secrets (including recipes, formulae, sales and distribution methods, and method of manufacturing), know-how, proprietary information and knowledge patents, software (including rights in computer software), processes and models, copyrights, confidential information, other intellectual property including unregistered intellectual property and all rights or forms of protection having equivalent or similar effect anywhere in the world (collectively, "IP") which is being used for the Business as carried on at the date hereof and each of the agreements, licenses, or other contracts that confer on the Company the rights to use the IP as aforesaid are valid and in full force, and have not been terminated, revoked, or rescinded in whole or in part. Further, there has been no actual or alleged infringement of any IP or conflict with asserted rights of others nor is any royalty payable by the Company with respect to any IP.
- 15.2 The Company has taken all steps to protect and maintain its IP, including preserving the confidentiality of all of the trade secrets that comprise any part thereof and pursuing all applications to register the IP.
- 15.3 All rights in all IP and confidential business information owned or otherwise required for the Business, as currently conducted, are vested in or validly granted to the Company and is not subject to any limit as to time or restriction and all renewal fees and steps required for their maintenance or protection have been paid and taken. The IP currently owned or used by the Company are sufficient to carry on the Business in an efficient and diligent manner without any conflict with or infringement of the rights of others and no other Person including any Promoter has any right over such IP.
- 15.4 All IP owned by the Company is owned free and clear of any Encumbrances and claims of whatsoever nature. The Company has not transferred, sold, exclusively licensed or otherwise disposed of any of its IP or permitted any IP to expire. The Company has not deposited any of

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its IP in an escrow nor has it entered into any contract or arrangement with any Person under which it may be required to deliver any IP to any Person.

- 15.5 All the employees of the Company, including Key Employees have executed appropriate confidentiality and IP assignment agreements with the Company without any limitation or condition such that all IP created by any employee or any Person working for the Company and in the course of their employment with or in the course of providing the services of creating IP on behalf of the Company is the exclusive property of the Company and owned by the Company in perpetuity and on a worldwide basis in accordance with Law and all IP arising thereon belongs and shall belong exclusively to the Company.
- 15.6 There is no unauthorized use or infringement by (a) any employee of the Company or (b) any Person of any of the IP rights owned or used by the Company.

16. INFORMATION TECHNOLOGY MATTERS

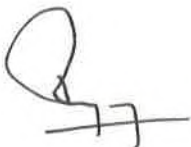
The use of the computer systems or any other information technology infrastructure by the Company does not infringe the IP rights of any third party. The Company has exclusive control of the operation of its computer systems and all other information technology infrastructure and of the storage, processing and retrieval of all data stored on its computer systems and any IP in such data are owned solely by it. The Company has not commissioned or purchased any bespoke software from any third party.

17. TANGIBLE MOVABLE PROPERTY

- 17.1 The Company has good and marketable title to, or has valid interest in or valid rights under its agreement and contracts to use, all its tangible movable assets (hereinafter "**Moveable Assets**") as required for the conduct of its Business as currently conducted or proposed to be conducted. The Moveable Assets comprise all the assets necessary for the continuation of the Business as currently conducted or proposed to be conducted.
- 17.2 All Moveable Assets are free and clear of any Encumbrances, charges and liens of whatsoever nature and no Person other than the Company has any subsisting rights, claim or title over such Moveable Assets, including the right to possess or use such Moveable Assets. All items of such Moveable Assets are in good condition and in a reasonable state of repair, reasonable wear and tear excepted, and maintenance on such items has not been deferred beyond a reasonable time period.

18. IMMOVABLE PROPERTIES

- 18.1 The Company: (i) has valid and enforceable rights, title and interest in the immovable properties that are used or proposed to be used for the Business (hereinafter the "**Properties**"); and (ii) confirms that the Properties owned, leased, occupied, licensed or used by the Company comprise all the immovable properties that are necessary or convenient for the carrying on of its Business fully and effectively in and to the extent to which it is presently conducted and/or is proposed to be conducted; and (iii) has the right to use Properties for the purpose of its Business.
- 18.2 All documents relating to the Properties have been validly executed, adequately stamped and duly registered as required under Applicable Law. The Properties constitute all interests in immovable property currently used or currently held for use in connection with the Business and which are necessary for the continued operation of the Business as currently conducted or contemplated to be conducted.
- 18.3 The Company has not done any act, matter or thing which would or might constitute a breach of any orders, regulations and bye-laws (statutory or otherwise) made by any Governmental Authorities as regards the use of the Properties for the Business. There is no dispute regarding any of the title to boundaries, easements, covenants or other matters relating to any Property or its use.



- 18.4 The Company has not received any notice or complaint from any concerned landlord of any breach of the terms of the leases or tenancy agreements under which any of its leased Properties are held.

19. INSURANCE

- 19.1 All the Assets of the Company have been insured to the full replacement value thereof against fire, strikes, riots, civil commotion, explosion, floods, burglary, theft and other risks including against accident, physical loss or damage, third party liability and other risks normally covered by insurance policies of companies carrying on business of a similar nature as the Company.
- 19.2 In respect of all such insurances: (i) all premiums have been duly paid to date; (ii) all the policies are in full force and effect and no act, omission, misrepresentation or non-disclosure by or on behalf of the Company has occurred (including any failure to report on a timely basis any matter or circumstance to the insurer concerned) which makes any of these policies void or voidable, nor has there been any breach of the terms, conditions and warranties of any of the policies that would entitle insurers to decline to pay all or any part of any claim made under the policies and there is no claim outstanding under any such policy.

20. CONTRACTS

- 20.1 All agreements, contracts, sub-contracts, obligations, promises, undertakings, understandings, instruments, notes, warranty, insurance policy, benefit plan and other legally binding commitment or undertaking of any nature (whether written or oral or expressed or implied) ("**Contract(s)**") to which the Company is a party are valid, binding and enforceable thereto and the terms thereof have been complied with by the Company and by each party to such Contracts.
- 20.2 Each Contract has been duly authorised, stamped, executed and delivered by the Company and the respective counterparties.
- 20.3 No notice of termination or of intention to terminate has been received in respect of any such Contracts and there are no grounds for rescission, avoidance or repudiation of any of such Contracts.
- 20.4 The Company is not in default in the performance, observance or fulfilment of any obligations, covenants or conditions contained in any of the Contracts.
- 20.5 The Company is not a party to or subject to any Contract: (i) which is not in the ordinary and usual course of, or pursuant to, its Business; (ii) is not wholly on an arm's length basis; or (iii) restricts its freedom to carry on its Business in any part of the world in such manner as it thinks fit.
- 20.6 There are no existing related party Contracts between the Company on the one hand and, on the other hand any Affiliates or any Persons directly or indirectly in Control of the Company or its Affiliates under the Applicable Laws. The Business does not depend on the use of any asset owned by or resources or employees of or facilities or services provided by the Promoters or any related party of the Company or the Promoters, as defined under Applicable Laws ("**Related Party**"). Neither the Promoters nor any of their Related Parties, nor any of the Related Parties of the Company have any interest in any property (whether real, personal, or mixed and whether tangible or intangible) used in or pertaining to the Business.
- 20.7 No authorities (express or implied), including any power of attorney given by the Company, by which any Person may enter into a Contract or commitment to do anything on behalf of the Company are subsisting.

21. ENVIRONMENTAL MATTERS

- 21.1 The Company has complied with the provisions of all applicable environmental Laws and legal requirements



- 21.2 The Company has taken all necessary steps to ensure that the operations of the Company fully comply with the environmental Laws.

22. INSOLVENCY

- 22.1 The Company and/or the Promoters are not insolvent or unable to pay their debts as they fall due, including their future and prospective debts nor has the Company or the Promoters received any notice to that effect, nor have any of their respective creditors presented any petition, application or other proceedings for any administration order, creditors' voluntary arrangement or similar relief by which their affairs, Business or business Assets managed by a Person appointed for the purpose by a court, Governmental Authority or similar body, or by any creditor or by the entity itself nor has any such order or relief been granted or appointment made. The Company has not entered into any compromise or arrangement with its creditors or any class of its creditors generally.
- 22.2 No meeting has been convened at which a resolution is to be proposed, no resolution has been passed, no petition has been presented and no order has been made for the winding up of the Company and no provisional liquidator has been appointed to the Company. No meeting to approve a compromise or scheme of arrangement has been convened and no such compromise or scheme has been agreed to or sanctioned in respect of the Company.
- 22.3 No circumstances have arisen which entitle any Person to take any action, appoint any Person, commence any proceedings or obtain any order of a type mentioned in any of the subparagraphs above in any relevant jurisdiction.

23. LITIGATION

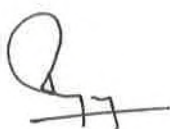
- 23.1 The Promoters and the Company are not facing/defending any pending, ongoing or threatened claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration and have not received any notice, claim, complaint or demand with respect to any of the foregoing.
- 23.2 The Company is not the subject of any investigation, inquiry, enforcement proceedings or process by any Government Authority and there are no circumstances which are likely to give rise to any such investigation, inquiry, proceedings or process.

24. ABSENCE OF UNDISCLOSED LIABILITY

- 24.1 The Company has disclosed to the Investor all its liabilities, obligations and commitments in relation to its Business which affect or may affect the Business including, without limitation, any commitments to existing or former employees, distributors, purchasers, service providers, customers or suppliers. There is no fact which now, or may in future lead to a material liability (i.e., any liability above ₹5,00,000/- (Rupees Five Lakhs only)) and which the Company and the Promoters have not disclosed to the Investor.

25. INFORMATION AND DISCLOSURE

- 25.1 All information in relation to the Company, its Business and affairs, its Assets, which would be material to an understanding of the Business, Assets, condition (financial or otherwise), results of operations or prospects of the Company or which may be relevant in making a decision in relation to the investment by the Investor, have been made available and disclosed to the Investor and such information is true, correct and accurate in all respects, and no such information omits to state any fact necessary to make such statements accurate.
- 25.2 None of the representations or warranties of each Warrantor contained in this Agreement or any other Transaction Documents and none of the information contained in any certificate, or other document delivered pursuant hereto or thereto or in connection with the transactions contemplated hereby or thereby contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading.



26. ANTI - BRIBERY

Neither the Company, the Promoters or any of its employees (including Key Employees), and no other Person associated with or acting on behalf of the Company or the Promoters have violated or are in violation of any applicable anti-bribery or anti-corruption law or regulation enacted in any jurisdiction, or made, offered to make, promised to make or authorised the payment or giving of, directly or indirectly, any bribe, rebate, payoff, influence payment, facilitation payment, kickback or other unlawful payment or gift of money or anything of value prohibited under any Applicable Law.

27. CONFIDENTIAL INFORMATION

Neither the Company nor the Promoters or any Person have at any time except in the normal and proper course of the Company's day-to-day business and subject to an obligation of confidentiality disclosed to any Person other than the Investor or its advisers: (i) any of the secret or confidential information of the Company, including any financial information, plan, statistics, document, file, client list, marketing information, records or papers; or (ii) any other information relating to the Business or affairs the disclosure of which might or could cause loss or damage to or adversely affect the Company or the Business; or (iii) any secret or confidential information relating to any customer, client, employee or agent of the Company or any other Person who has or has had any dealings with the Company.

28. BUSINESS PLAN

28.1 The Business Plan has been carefully prepared by or with the involvement of the Promoters who have read and carefully considered its contents.

28.2 None of the factual information contained in the Business Plan is (or was when written) untrue, inaccurate or misleading and each assumption, forecast, estimate, statement of opinion, belief, expectation or intention contained in the Business Plan was (as applicable):

- (i) carefully arrived at using reasonable bases; and
- (ii) honestly and reasonably made or held and remains so.

28.3 The Promoters do not disagree with any opinions or conclusions expressed in the Business Plan.

29. OTHER INTERESTS OF THE PROMOTERS

29.1 The Promoters are not concerned in any business whatsoever other than the Business. For these purposes, the Promoters are concerned in a business if:

- (i) he/she carries it on as principal or agent;
- (ii) he/she is a partner, director, employee, secondee, consultant or agent in, of or to any Person who carries on the business;
- (iii) he/she has any direct or indirect financial interest (as shareholder or otherwise) in any Person who carries on the business; or
- (iv) he/she is a partner, director, employee, secondee, consultant or agent in, of or to any Person who has a direct or indirect financial interest (as shareholder or otherwise) in any Person who carries on the business,

disregarding any financial interest of a Person in securities which are held for investment purposes only if that Person, the Promoter and any Person connected with either of them are together interested in securities which in all circumstances carry less than 5% (five percent) of the voting rights of the issuer



of the securities and provided that none of such Persons is involved in the management of the business of the issuer of the securities or any Person connected with it.

A handwritten signature consisting of a large, stylized capital 'Q' followed by a horizontal line and two short vertical strokes.A handwritten signature in cursive script, appearing to read 'Schultz'.

ANNEXURE 1
Trademark Migration Plan
(Attached Separately)



ANNEXURE 2

Business Plan

(Attached Separately)

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Dehury