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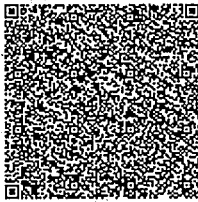
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Description of Document	Article 5(h) Agreement (not otherwise provided for)
Description	FAMILY GOVERNANCE AGREEMENT
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Second Party	DOMS INDUSTRIES LIMITED
Stamp Duty Paid By	DOMS INDUSTRIES LIMITED
Stamp Duty Amount(Rs.)	300 (Three Hundred only)



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DOMS INDUSTRIES LIMITED DOMS INDUSTRIES LIMITED DOMS INDUSTRIES LIMITED DOMS INDUSTRIES LIMITED DOMS INDUSTRIES LIMITED

FAMILY GOVERNANCE AGREEMENT



**KHAITAN
& CO** ADVOCATES
SINCE 1911

CELEBRATING
77 YEARS

FAMILY GOVERNANCE AGREEMENT
August 17, 2023

AMONG

SANTOSH RASIKLAL RAVESHIA

CHANDNI VIJAY SOMAIYA

SEJAL SANTOSH RAVESHIA

SHEETAL HIREN PARPANI

SANJAY MANSUKHLAL RAJANI

PRAVINA MANSUKHLAL RAJANI

ILA SANJAY RAJANI

KETAN MANSUKHLAL RAJANI

AND

SHILPA KETAN RAJANI

Khaitan & Co
One World Center,
10th & 13th Floors, Tower 1C,
841 Senapati Bapat Marg,
Mumbai 400 013, India

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ISR. C.V.S. [Signature] [Signature] P.M.R. [Signature] [Signature] [Signature]

FAMILY GOVERNANCE AGREEMENT

This **FAMILY GOVERNANCE AGREEMENT** (the "Agreement") entered into on this **Seventeenth** day of **August 2023**, (the Execution Date") at [●],

BY AND AMONG:

- (1) **MR SANTOSH RASIKLAL RAVESHIA**, aged 47 years, a citizen of India residing at **Plot No. 114, GIDC Colony, Umargam, Umbergaon, Valsad, Gujarat, 396171** and son of **RASIKLAL A. RAVESHIA** holding PAN Card No. **ACAPR0242B** under Income Tax Act, 1961 and Aadhaar Card No. **433097520085** (hereinafter referred to as "**Santosh**", which expression shall unless repugnant to the context or meaning thereof be deemed to include his successors, permitted assigns and legal heirs);

AND

- (2) **MRS CHANDNI VIJAY SOMAIYA**, aged 50 years, a citizen of India residing at **B/3/23, GIDC Colony, Umargam, Umbergaon, Valsad, Gujarat, 396171** and wife of **VIJAY C SOMAIYA** holding PAN Card No. **ABEPS6499N** under Income Tax Act, 1961 and Aadhaar Card No. **652431968125** (hereinafter referred to as "**Chandni**", which expression shall unless repugnant to the context or meaning thereof be deemed to include her successors, permitted assigns and legal heirs);

AND

- (3) **MRS SEJAL SANTOSH RAVESHIA**, aged 43 years, a citizen of India residing at **Plot No. 114, GIDC Colony, Umargam, Umbergaon, Valsad, Gujarat, 396171** and wife of **SANTOSH RASIKLAL RAVESHIA** (hereinafter referred to as "**Sejal**", holding PAN Card No. **ADBPR0936N** under Income Tax Act, 1961 and Aadhaar Card No. **512904177834** which expression shall unless repugnant to the context or meaning thereof be deemed to include her successors, permitted assigns and legal heirs);

AND

- (4) **MRS SHEETAL HIRAL PARPANI**, aged 52 years, a citizen of India residing at **D-201/202, Lake Lucerne, Phase-3, Lake Homes, Powai, Mumbai, Maharashtra, 400079** and wife of **HIREN R PARPANI** (hereinafter referred to as "**Sheetal**" holding PAN Card No. **ACWPP0047L** under Income Tax Act, 1961 and Aadhaar Card No. **441240829158**, which expression shall unless repugnant to the context or meaning thereof be deemed to include her successors, permitted assigns and legal heirs);

AND

- (5) **MR SANJAY MANSUKHLAL RAJANI**, aged 55 years, a citizen of India residing at **Plot No. 113, GIDC Colony, Umbergaon, Valsad, Gujarat -396171** and son of **MANSUKHLAL RAJANI** (hereinafter referred to as "**Sanjay**", holding PAN Card No. **AADPR8959G** under Income Tax Act, 1961 and Aadhaar Card No. **526420084875** which expression shall unless repugnant to the context or meaning thereof be deemed to include his successors, permitted assigns and legal heirs);

AND

C.V.S  P.M.R. S.R. J.S. J.S. J.S.

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- (6) **MRS PRAVINA MANSUKHLAL RAJANI**, aged 66 years, a citizen of India residing at **1ST Floor, Prabhu Niwas, Chittranjan Road, Vile Parle East, Mumbai, Maharashtra, 400057** and wife of **MANSUKHLAL RAJANI** (hereinafter referred to as "**Pravina**", holding PAN Card No. **AADPR8960P** under Income Tax Act, 1961 and Aadhaar Card No. **599369626371** which expression shall unless repugnant to the context or meaning thereof be deemed to include her successors, permitted assigns and legal heirs);

AND

- (7) **MRS ILA SANJAY RAJANI**, aged 54 years, a citizen of India residing at **Plot No. 113, GIDC Colony, Umbergaon, Valsad, Gujarat -396171** and daughter of **KANTILAL GOVINDJI GADHIA** (hereinafter referred to as "**Ila**", which expression shall unless repugnant to the context or meaning thereof be deemed to include her successors, permitted assigns and legal heirs);

AND

- (8) **MR KETAN MANSUKHLAL RAJANI**, aged 52 years, a citizen of India residing at **1ST Floor, Prabhu Niwas, Chittranjan Road, Vile Parle East, Mumbai, Maharashtra, 400057** and son of Late **SHREE MANSUKHLAL RAJANI** (hereinafter referred to as "**Ketan**", which expression shall unless repugnant to the context or meaning thereof be deemed to include his successors, permitted assigns and legal heirs);

AND

- (9) **MRS SHILPA KETAN RAJANI**, aged 47 years, a citizen of India residing at **1ST Floor, Prabhu Niwas, Chittranjan Road, Vile Parle East, Mumbai, Maharashtra, 400057** and daughter of **GOPALDAS MASHRU** (hereinafter referred to as "**Shilpa**", which expression shall unless repugnant to the context or meaning thereof be deemed to include her successors, permitted assigns and legal heirs);


(Santosh, Chandni, Sejal and Sheetal are hereinafter referred to individually as a "**Members of Raveshia Family**" and collectively, as the "**Raveshia Family**".)

(Sanjay, Pravina, Ila, Ketan and Shilpa are hereinafter referred to individually as a "**Members of Rajani Family**" and collectively, as the "**Rajani Family**".)

(The Members of Raveshia Family and the Members of Rajani Family are hereinafter referred to individually as a "**Member**" and collectively as the "**Members**", as the context may require.)

WHEREAS:

- (A) Two visionary individuals, Late Shri Rasiklal Raveshia and Late Shri Mansukhlal Rajani incorporated the R. R. Group (the "**Group**") and transferred it from a pencil manufacturer to a leading stationery company by expanding its operational capacity and strengthening its network. Under the current leadership, the Company launched its flagship brand, "**DOMS**" in 2006, which endorsed momentous growth in its market share since then. In alignment with their vision, the second generation of the visionary founders of the Group, transferred all the business operations of the Group to Writefine Products Pvt. Ltd. ("**WPPL**").
- (B) The name of WPPL was subsequently changed to DOMS Industries Private Limited ("**DIPL**") in 21/04/2023. Thereafter, the shareholders of DIPL, in the Extraordinary General Meeting dated 14/07/2023 passed a special resolution approving the change of constitution of DIPL from

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FAMILY GOVERNANCE AGREEMENT


Private Limited Company to Public Limited Company thereby resulting in the change of name of DIPL to DOMS Industries Limited (the "Company").

- (C) The Company is *inter alia* engaged in the business of manufacturing and global marketing of scholastic stationery, scholastic art material, fine art products, office stationery products, hobby and craft material and paper stationery ("**Business**"). Details of the Company are set out in Part A of Schedule I (*Company Details and Shareholding Pattern*).
- (D) Today the second generation of Late Shri Rasiklal Raveshia and Late Shri Mansukhlal Rajani, i.e., the Raveshia Family and the Rajani Family are shareholders of the Company and are instrumental in the progress of the Company.
- (E) United together, the Raveshia Family and the Rajani Family currently hold 49% of shareholding of the Company. The shareholding pattern of the Company (on a fully diluted basis) as on the Execution Date is set out in Schedule 1.
- (F) The Company proposes to undertake an Initial Public Offering ("**IPO**"), post which the shares of the Company would be listed on the National Stock Exchange of India Limited and the BSE Limited. Post the completion of the IPO, the Members of the Raveshia Family and Members of the Rajani Family acting as a combined block shall continue to hold a significant shareholding in the Company on a fully diluted basis.
- (G) The Raveshia Family and the Rajani Family have agreed to enter into an agreement to ensure long term unity between and amongst the families and establish a mechanism for the Raveshia Family and the Rajani Family to act as a combined block in the governance and management of their rights in respect to the Company.
- (H) The Members believe that entering into this Agreement, the Raveshia Family and the Rajani Family shall protect their rights and privileges and respect, honour and fulfil their respective obligations as shareholders of the Company.
- (I) The Members are desirous of entering into this Agreement to set out their *inter se* rights and obligations as shareholders of the Company, and other connected matters.

NOW, THEREFORE, in consideration of, and the reliance upon, the mutual agreements, covenants and representations set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Members, the Members hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

Unless the contrary intention appears and/or the context otherwise requires, (i) capitalised terms defined by inclusion in quotations and/ or parenthesis have the meanings so assigned; and (ii) the definitions and the rules of interpretation and/or construction set forth in Schedule 2 (Definitions and Interpretation) shall apply throughout this Agreement, including in the introduction, recitals and Schedules.

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2. FAMILY COUNCIL

2.1. Creation & Nature of Family Council

- 2.1.1. The Members hereby create and establish a family council to undertake the management and governance of the shareholding and privileges of the Members in the Company ("Family Council").
- 2.1.2. The main objective of the Family Council is to achieve a balance of ownership and management of the rights of the Members in the Company.

2.2. Authority of the Family Council. Subject to this Agreement, the Charter Documents of the Company and Applicable Law:

- 2.2.1. the Family Council shall be responsible for ensuring representation of each of the Members and to vote as a block in the shareholders' meetings of the Company.
- 2.2.2. the Family Council shall formulate a family employment policy for the Members as well as other members of Raveshia Family and other members of Rajani Family based on their qualification and/or experience, in the Business of the Company.
- 2.2.3. the Family Council shall play an active role in estate planning, problem solving and conflict resolution for the Raveshia Family and Rajani Family.
- 2.2.4. the Family Council shall be responsible for providing guidance and consultation to the Company concerning inter alia the management of the business and affairs of the company, supervision, direction, and control of the rights and obligations enjoyed by the Members in the Company, in their capacity as shareholders and do all such lawful acts and things as permitted under Applicable Law and the Charter Documents of the Company; and
- 2.2.5. the Family Council shall be entitled to delegate powers to such Persons and such committees and councils that the Family Council may create to assist it in its functioning, carrying out its obligations under this Agreement and advice on business strategy and objectives.

2.3. Composition of the Family Council

- 2.3.1. The Family Council shall comprise of minimum 5 (five) members and maximum 7 (seven) members (including the Independent Members (*defined hereinafter*)). The composition of the Family Council shall be as follows:
 - (a) The Raveshia Family shall be entitled to nominate 3 (three) Members of the Raveshia Family for appointment as members on the Family Council ("Raveshia Family Nominees").
 - (b) The Rajani Family shall be entitled to nominate 2 (two) Members of the Rajani Family for appointment as members on the Family Council ("Rajani Family Nominees").

(The Raveshia Family Nominee and the Rajani Family Nominee are collectively referred to as "RR Family Nominees".)

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- 2.3.2. The Raveshia Family Nominees and the Rajani Family Nominees shall each recommend the appointment of an independent external expert, for appointment as a member on the Family Council ("**Independent Members**"), based on the requirements of the Family Council. In such a scenario, the composition of the Family Council shall increase to 7 (seven) members.

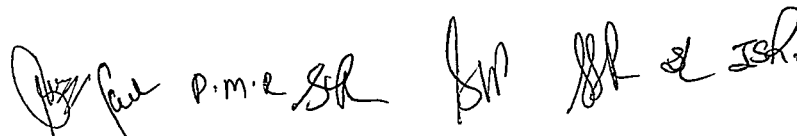
2.4. Alternate Members

- 2.4.1. Subject to Applicable Laws, the Raveshia Family and Rajani Family (as the case may be) shall be entitled to nominate an Alternate RR Family Nominee ("**Alternate Family Nominee**") in place of and to act for their respective nominee RR Family Nominee(s) and such Alternate Family Nominee shall serve in the absence of the relevant nominee RR Family Nominee, as the case may be, for whom he / she is an alternate.
- 2.4.2. However, it is agreed between the Members that the Alternate Family Nominee nominated in place of the RR Family Nominee shall only be a lineal descendant of Late Shri Rasiklal Raveshia and Late Shri Mansukhlal Rajani.
- 2.4.3. Any such appointment of an Alternate Family Nominee shall take place as the first item of business at the first Family Council Meeting to be held subsequent to receipt by the Family Council of such nomination by the nominating RR Family Nominee. Upon his / her appointment as an Alternate Family Nominee, such Alternate Family Nominee shall be entitled to exercise all rights and have all the privileges of the relevant RR Family Nominee in whose place such Alternate Family Nominee is appointed.

2.5. Family Council Meetings

- 2.5.1. Location of Family Council Meetings. Meetings of the Family Council ("**Family Council Meetings**") will take place at Umbergaon, or such other place as may be determined by the Family Council from time to time.
- 2.5.2. Frequency of Family Council Meetings. The Family Council will meet at least once in every calendar quarter, and at least 4 (four) such meetings will be convened every calendar year. Further, the Family Council shall meet promptly upon receipt Notice of the Company for general meeting by any of the members of the Family Council.
- 2.5.3. Subject to the compliance of applicable laws, the directors nominated by RR family shall call and convene a meeting of the family council on receipt of any notice for a board meeting/ committee meeting on request for approval of any board resolution by circulation.
- 2.5.4. Quorum. The quorum for any Family Council Meetings shall be the presence of 1 (one) Raveshia Family Nominee and 1 (one) Rajani Family Nominee.
- 2.5.5. Participation by Electronic Means. All or any of the members of the Family Council may participate in a Family Council Meeting by means of video conference or telephone conference, and the Family Council shall make necessary arrangements to facilitate such participation.
- 2.5.6. Minutes: The Family Council shall maintain a minutes book, which shall minute

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each decision taken by the Family Council.

2.6. Chairperson and Co-Chairman

- 2.6.1. The Family Council shall be headed by a chairperson ("**Chairperson**") and in his absence, by a Co-Chairman ("**Co-Chairman**"). The Chairperson shall be construed to mean the head of the Family Council.
- 2.6.2. The Raveshia Family Nominee and the Rajani Family Nominee shall *inter se* appoint the Chairperson and Co-Chairman. The tenure of the Chairperson and Co-Chairman shall be 1 (one) Financial Year.
- 2.6.3. The Chairperson and Co-Chairman of the Family Council shall be appointed by the Raveshia Family Nominee and the Rajani Family Nominee in every alternative Financial Year. In the event the Raveshia Family Nominee has appointed the Chairperson for a particular Financial Year, the Rajani Family Nominee shall have the right to appoint the Co-Chairman for the said Financial Year, and vice versa.
- 2.6.4. In the event of a deadlock of the decision of the Family Council, or in the event of any conflict between the Members, the decision of the Chairperson (and in his absence by a Co-Chairman) shall be considered to be final, and all Members shall be required to adhere and abide by such decision.
- 2.6.5. The Family Council shall not be permitted to discuss any matter involving UPSI of the Company in the Family Council Meetings, unless the same is in furtherance of legitimate purposes, performance of duties or discharge of legal obligations in accordance with Applicable Law including provisions of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended.

2.7. Committees

- 2.7.1. The Family Council may constitute such committee(s) of the Family Council and delegate such powers and functions (in accordance with the provisions of this Agreement) as the Family Council may decide from time to time are necessary or desirable to facilitate the operation of the Family Council (each, a "**Family Council Committee**"). It is agreed and acknowledged by the Members that the terms of reference applicable to any Family Council Committee shall require that: (i) the relevant Family Council Committee shall monitor, review and consider those matters within its delegated functions and provide recommendations on matters that the Family Council may require from time to time; and (ii) all minutes or resolutions of such Family Council Committee shall be delivered to all the members of the Family Council.

3. COMPANY GOVERNANCE AND MANAGEMENT

- 3.1. **Board Seat:** The Raveshia Family and the Rajani Family shall be permitted to nominate collectively such number of directors to the board of the Company, as may be permissible under the articles of association of the Company and Applicable Law.

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FAMILY GOVERNANCE AGREEMENT

3.2. **Board Voting**

3.2.1. Subject to the Applicable Law, and in order to, ensure effective management and in the best interest of the Company, each of the RR Family Directors shall vote on the matters of the Board in a uniform manner.

3.3. **Shareholders Voting**

3.3.1. In consideration of the ongoing family tradition and custom, the Members of Raveshia Family and Members of Rajani Family shall vote as a unified block in the shareholder meetings of the Company. Voting for such shareholder meetings shall be undertaken based on the decision agreed unanimously by the Family Council. Each of the Members shall authorize the Family Council to nominate a Member of Raveshia Family or a Member of Rajani Family to represent the Raveshia Family and Rajani Family at a shareholders meeting ("**Shareholder Representative**") and vote on behalf of all.

3.3.2. The Raveshia Family followed by the Rajani Family (and vice versa) shall appoint the Shareholder Representative in every alternate Financial Year.

3.3.3. In the event any member of the Family Council disagrees with the collective decision of the Family Council, the Members/ Shareholder Representative shall refrain from voting on such decision at the shareholder meetings of the Company. However, if the said members disagree 3 (three) times with the decision of the majority of the Family Council, the Members of Raveshia Family and Members of Rajani Family shall be allowed to vote, at their sole discretion, at the meeting of the shareholders of the Company.

3.3.4. The Shareholder Representative shall be responsible for the overall direction and supervision of the shareholder rights of the Members.

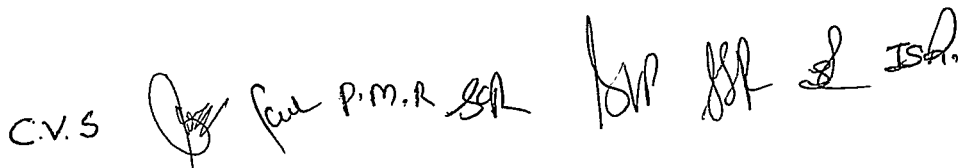
3.3.5. In the event the person authorized as the Shareholder Representative is unable to represent and vote at any of the shareholder meetings of the Company, the Family Council will request the Raveshia Family and the Rajani Family (who has the right to appoint an alternative Shareholder Representative for that Financial Year) to nominate an alternative Shareholder Representative. In the event the alternative Shareholder Representative is absent at the shareholder meetings of the Company, the Family Council shall be authorized to nominate any person they deem fit to represent the Members at the shareholder meetings of the Company.

4. **TRANSFER RESTRICTIONS**

4.1. **General Restrictions.**

4.1.1. Each Member shall not, directly or indirectly, Transfer or attempt to Transfer all or any of the Equity Securities (or any interest therein) held by it except in accordance with this Clause 4 (Transfer Restrictions).

4.1.2. Notwithstanding anything to the contrary in this Clause 4, none of the provisions of this Clause 4 will apply in respect of: (a) an offer for sale undertaken by any of the Members in an IPO undertaken by the Company at any time after the execution of this Agreement; (b) transfer of any Equity Securities held by any Member to any

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of its Affiliates, provided that such Affiliate is a descendant of Late Shri Rasiklal Raveshia and/or Late Shri Mansukhlal Rajani and such an Affiliate executes a Deed of Adherence as set out in Schedule 3 of this Agreement; and/or (c) sale of Equity Securities not exceeding INR 1,00,00,000 per annum.

- 4.1.3. The restrictions on Transfer of Equity Securities as set out in this Agreement shall not be avoided by any Member by holding Equity Securities indirectly through any Person that can itself be sold in order to dispose of an interest in the Equity Securities, free of such restrictions.

4.2. **Right of First Offer**

- 4.2.1. A Member proposing to Transfer their Equity Securities ("**Transferor**") to any Person, either in a single transaction or a series of transactions shall first notify the Family Council in writing of such proposed Transfer ("**ROFO Notice**"), setting forth the number and type of Equity Securities proposed to be Transferred ("**ROFO Securities**"), and the Family Council shall identify Members willing to Purchase such ROFO Securities in accordance with this Clause 4.2 ("**Right of First Offer**") for cash consideration.
- 4.2.2. Within a period of 7 (seven) Business Days from the receipt of the ROFO Notice ("**Offer Period**"), the Family Council shall issue a written notice ("**ROFO Offer Notice**") to each Members, setting forth the number of Equity Securities ("**ROFO Offer Price**") a Member is entitled to purchase from the Transferor.
- 4.2.3. The Members shall have the right but not the obligation to issue a written notice to the Transferor setting out the price (as determined in the procedure set out hereinbelow) ("**ROFO Offer Price**") at which Members is willing to purchase the ROFO Securities ("**ROFO Offer Notice**").
- 4.2.4. Upon receipt of a ROFO Offer Notice, a Member may either: (i) accept the ROFO Securities in such ROFO Offer Notice ("**Transferee**") by notifying the Family Council and the Transferor in writing ("**ROFO Acceptance Notice**"), within 15 (fifteen) Business Days of receipt of such ROFO Offer Notice ("**ROFO Response Period**"), in which case, the Transferor and Transferee shall be bound to complete the Transfer of the ROFO Securities at the price set out in the ROFO Offer Notice within 60 (sixty) days of Transferee issuing the ROFO Acceptance or such longer period as may be agreed between Transferee and the Transferor ("**ROFO Closing Period**"), or (ii) reject the ROFO Offer Price in such ROFO Offer Notice by notifying Transferee in writing ("**ROFO Rejection Notice**") within the ROFO Response Period.
- 4.2.5. In the event that: (i) the Transferee does not respond to the ROFO Notice within the Offer Period; (ii) the Transferee delivers a ROFO Offer Notice within the Offer Period but the Transferor provides a ROFO Rejection Notice or otherwise fails to communicate a ROFO Acceptance Notice to the Transferee within the ROFO Response Period; or (iii) the Transferee, within the Offer Period, notifies the Transferor in writing that the Transferee does not intend to exercise the Right of First Offer, then the Transferor shall be entitled to Transfer the Transferor ROFO Securities to a Third Party ("**Acquirer**"), provided that:

- (a) such Acquirer shall not be a competitor;

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- (b) such Acquirer shall execute a Deed of Adherence in accordance with Schedule 3 (Deed of Adherence) undertaking to comply with the terms and conditions of this Agreement;
- (c) the Deed of Adherence shall:
 - (i) require the Acquirer to confirm as a condition to such Transfer of Equity Securities
 - (ii) be executed by the Transferor and the Acquirer, and shall be binding on all the Members;
- (d) upon execution of such Deed of Adherence, and such Deed of Adherence coming into effect, the Acquirer shall be deemed to be a signatory to this Agreement having the rights set forth in the Deed of Adherence and subject to all the obligations imposed in this Agreement;
- (e) the price at which the Transferor Transfers the ROFO Securities to the Acquirer is at the ROFO Offer Price (including all cash and the fair market value of any non-cash consideration obtained by the Transferor in connection with such Transfer, howsoever described) than the price offered by Transferee under the ROFO Offer Notice; and
- (f) such sale shall, be consummated within 90 (ninety) days after the expiration of the ROFO Response Period or the ROFO Closing Period (as the case may be) ("Acquirer Closing Period").

4.2.6. If the ROFO Securities are not sold to the Acquirer within the Acquirer Closing Period, the ROFO Securities shall again be subject to the restrictions on Transfer contained in this Clause.

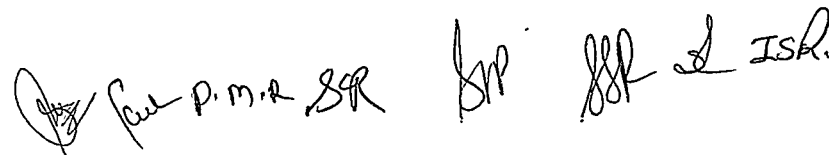
Where the Transferor or Members or the Acquirer requires prior government approval for purchase / sale of the ROFO Securities, the ROFO Closing Period or Acquirer Closing Period (as the case may be) shall be extended by such additional period, as is reasonably necessary, provided that, in the case of the Acquirer Closing Period, a definitive and binding agreement between the Transferor and the Acquirer is executed prior to the expiry of the Acquirer Closing Period.

4.3. **Tag Along Right.**

4.3.1. Tag Along Right.

Post completion of the procedure set out in Clause 4.2 and on receipt of the consent of the Family Council (which shall not be unreasonably withheld), in the event a Member ("Tag Transferor") intends to Transfer by way of sale ("Tag-Along Sale") to a third party (not being an Affiliate or a Member) ("Tag Transferee") , then each of the Members shall have the right (but not the obligation) to sell its Equity Securities on a Pro-Rata basis or all the Equity Securities held by any Members exercising the Pro-Rata Tag-Along Sale to the Tag Transferee, in the manner set out in this Clause. ("Pro-Rata Tag-Along Right").

4.3.2. Process.

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- (a) In case of Tag Along Sale, the Family Council shall notify (in writing) the Members ("**Transfer Notice**") and shall provide all relevant information with respect to the Tag-Along Sale, as below:
- (i) the total number of the Equity Securities proposed to be Transferred by Tag Transferor ("**Tag Securities**");
 - (ii) the identity of the Tag Transferee (including, in respect of a Tag Transferee that is not an individual, details of Persons that directly or indirectly have ultimate Control over such entity);
 - (iii) the Members Pro-Rata Tag-Along Entitlement in the Tag-Along Sale, as the case may be; and
 - (iv) price per Equity Security proposed to be offered by the Tag Transferee ("**Tag Price**") and the material terms and conditions of the Tag-Along Sale (including, without limitation, any written proposals or agreements relating thereto), as applicable.
- (b) The Members, upon receiving the Transfer Notice shall have the right, within a period of 15 (fifteen) Business Days from the date of receipt of the Transfer Notice (the "**Tag Along Period**"), to exercise their Tag Along Right, as the case may be ("**Tag Acceptance Notice**") requiring the Tag Transferor to ensure sale of their Pro-Rata Equity Securities or all Equity Securities ("**Tag-Along Securities**"), along with the Tag Securities at the Tag Price and on the same terms and condition as offered by the Tag Transferee to the Tag Transferor. Such notice shall be irrevocable and shall constitute a binding commitment by the Members to sell the Tag-Along Securities to the Tag Transferee in accordance with the terms of the Transfer Notice.
- (c) In the event that any Members exercises the Pro-Rata Tag-Along Sale ("**Tag Member**"), the sale of Tag Securities by Tag Transferor to the Tag Transferee shall be subject to the Tag Transferee also simultaneously acquiring the Tag-Along Securities of the Tag Member at the Tag Price and upon the same terms and conditions as offered by the Tag Transferee to the Tag Member.
- (d) The purchase and sale of the Tag Securities and the Tag-Along Securities shall occur within 60 (sixty) days from the date of the Tag Acceptance Notice (the "**Tag Along Closing Period**"). The Tag Transferee shall, simultaneously with the payment to the Tag Member, remit payment, in full, of the purchase consideration to the Tag Transferor in accordance with the terms set forth in the Transfer Notice.
- (e) If completion of the sale and Transfer to the Tag Transferee does not take place within the Tag Along Closing Period, the right of Tag Member to sell the Tag Securities to the Tag Transferee shall lapse and the provisions of this clause shall once again apply with respect to the Tag Securities.
- (f) Where the Tag Transferor, the Tag Member or the Tag Transferee requires prior government approval for purchase / sale of the Tag Securities and/or the Tag-Along Securities, the Tag Along Closing Period shall be extended by such additional period as is reasonably necessary for the purpose of

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obtaining any government approvals required for purchase / sale of the Tag Securities and / or the Tag-Along Securities, provided that, in the event that there are government approvals or restrictions specific to the Tag-Along Securities which are not resolved or obtained within a period of 180 (one hundred and eighty) days from the date of the Tag Acceptance Notice, the Tag Member shall be entitled to complete the Transfer of the Tag Securities without any restrictions.

(g) The Tag Transferor shall not be required to make any representation or warranty or give any indemnity or accept any non-compete, non-solicit and anti-embarrassment covenants to the Tag Member or any Tag Transferee (as the case may be), other than as to title to and the sole legal and beneficial ownership of such Tag-Along Securities, the absence of Encumbrances with respect to such Tag-Along Securities and customary representations and warranties and corresponding indemnities concerning the Tag Transferor's power and authority to undertake the proposed Transfer, validity and enforceability of the Tag Transferor's obligations in connection with the proposed Transfer. The Tag Transferor shall not be required to agree to any provisions, terms or conditions in relation to such Transfer of Tag Securities that impose any material liability or obligation on the Tag Transferor that is not set out in this clause or that are contrary to the conditions and principles set out in this clause.

(h) Notwithstanding anything contained under this Clause, in the event the Tag Transferor fails to provide the Tag Acceptance Notice within the Tag Along Period, it shall be deemed that the Tag Transferor has not exercised its Tag-Along Right, in which case, the Tag Member shall be entitled to complete the Transfer of the Tag Securities without any restrictions arising from this Clause.

4.3.3. Notwithstanding anything to the contrary in this Clause 4.3, this Clause 4.3 will not apply in case of an offer for sale by any of the Members in an IPO undertaken by the Company at any time after the execution of this Agreement.

4.4. Transmission of Shares

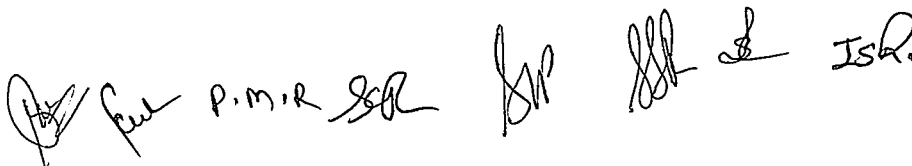
4.4.1. Upon the death of a Member, the Equity Securities of the Company shall be transmitted in accordance with the last Will of that Member, or as per the testament of the member, or in case of absence of these two, as per Applicable Law.

4.4.2. To ensure a smooth transmission of Equity Securities, it is recommended that, each of the Members shall file Form No. SH.13 (*Nomination Form*), pursuant to section 72 of the Act and Rule 19(1) of the Companies (Share Capital and Debentures) Rules, 2014.

4.4.3. Immediately upon the completion of the transmission of Equity Securities, the successor of such Equity Securities shall be required to execute the Deed of Adherence set out in Clause 5 (Deed of Adherence).

4.4.4. The Family Council shall be responsible to ensure a smooth transmission of Equity Securities.

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5. DEED OF ADHERENCE

- 5.1. Subject to the provision of this Agreement, each of the Members ("**Transferring Member**") agree that it shall cause each Person to which it proposes to Transfer any Equity Securities ("**Acquirer**") (post receipt of the consent of the Family Council), to execute a Deed of Adherence simultaneously with such Transfer substantially in the form set out in SCHEDULE 3 (Form of Deed of Adherence). It is clarified that terms of this Clause 5 shall not be applicable to Equity Securities offered by the Members under the offer for sale under the IPO process.
- 5.2. The Deed of Adherence shall:
- 5.2.1. require the Acquirer to confirm as a condition to such Transfer of Equity Securities that:
- (a) all obligations imposed on the Transferring Member in this Agreement shall be applicable to such Acquirer;
 - (b) in case of a partial transfer of Equity Securities, the Transferring Member and the Acquirer shall continue to be subject to the obligations and restrictions under the Agreement; and
 - (c) subject to Clause 5.4 and Clause 5.5, the Acquirer shall be entitled to all rights of the Members under this Agreement as correspond to the percentage of Equity Securities that such Acquirer has acquired from the Transferring Member;
- 5.2.2. be executed by the Transferring Member, the Acquirer and the members of the Family Council, and shall be binding on all the Members;
- 5.3. For the avoidance of doubt the non-receipt of the Deed of Adherence by any of the other Members (or their failure to acknowledge receipt) shall not in any manner invalidate the Deed of Adherence or the relevant Transfer (as long as such Transfer took place in accordance with the terms of this Agreement).
- 5.4. Notwithstanding anything contained in this Agreement, if this Acquirer is not a lineal ascendant or descendant of the Raveshia Family or the Rajani Family, the Acquirer shall not have any rights on the representation and appointment of the Family Council.
- 5.5. Upon execution of such Deed of Adherence, and such Deed of Adherence coming into effect, the Acquirer shall be deemed to be a signatory to this Agreement having the rights set forth in the Deed of Adherence and subject to all the obligations imposed in this Agreement.

6. OTHER ARRANGEMENTS

- 6.1. Each of the Members (severally) undertakes and agrees with the Family Council that throughout the continuance of this Agreement, subject to Applicable Law, they shall, unless the Family Council otherwise agrees in writing:
- 6.1.1. remain the sole beneficial owner of the Equity Securities and have good and marketable title to the Equity Securities which are free from any encumbrances;
- 6.1.2. not create, attempt, or agree to create, or permit to arise, or exist, any lien or charge of any kind whatsoever over all or any part of the Equity Securities, or any security interest therein;

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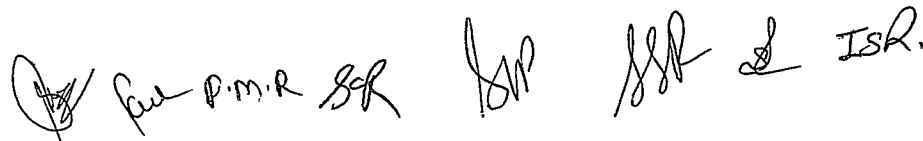
FAMILY GOVERNANCE AGREEMENT

- 6.1.3. obligations under this Agreement shall be an irrevocable obligation and shall not be conditional on the receipt of any prior notice by the Family Council;
- 6.1.4. ensure no amendment, supplement, cancellation or termination of any Shareholders' Agreement or the memorandum of association and articles of association of the Company, is made, which prejudices the rights of the Members under this Agreement;
- 6.1.5. have no right to revoke or terminate its obligations under this Agreement and any such right is excluded;
- 6.1.6. renounce the shares offered to them pursuant to a rights issuance by the Company in favour of any other Member only;
- 6.1.7. furnish to the Family Council, such information and reports regarding the Equity Securities as the Family Council may reasonably request;
- 6.1.8. take all steps and do all acts, deeds and things to maintain the undertakings hereof;
- 6.1.9. not enter into any agreement which may conflict with, or result in, a breach of any provisions of this Agreement;
- 6.1.10. not to do, cause or permit to be done anything which may in any way dilute, diminish, jeopardize or otherwise prejudice the Family Council's rights created hereunder; and
- 6.1.11. irrevocably waive any defences it may have under any Shareholders' Agreement as against the Family Council's performance of its rights under this Agreement.

7. NON-COMPETITION AND NON-SOLICITATION

7.1. Exclusivity and Non-Competition.


- 7.1.1. Each Member undertakes that without the approval of the Family Council:
 - (a) Except for the ongoing businesses undertaken by the Members, and set out in Schedule 4 to this Agreement, the Members shall carry on the Business solely and exclusively through their employment or association with the Company in any other manner in the Company;
 - (b) Subject to (a) above, the Members shall neither personally or through an agent, company or otherwise in any other manner, directly or indirectly, be concerned, in any manner, in any business other than the Business or any business carried on by the affiliates of the Company; and
 - (c) Subject to (a) above, the shall not, either directly or indirectly, commence, carry on, be engaged in or be economically interested in any business that competes with the Business of the Company and/or its Subsidiaries.
- 7.1.2. Each Member undertakes that any expansion, development or evolution of the activities of the Company or its Affiliate or any opportunity offered to a Member in relation to the Business shall only be pursued or taken up through the Company or its affiliate.
- 7.1.3. On and from the Effective Date and for a period of 3 (three) years from the date

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on which a Member ceases to be an employee or shareholder of the Company, whichever is later ("Cessation Date"), no Member shall directly or indirectly, whether as an agent, partner, shareholder, or in any capacity whatsoever, either alone or jointly with any other Person, directly or indirectly, do the following with respect to a Business:

- (a) work for or associate in any way (including but not limited to as shareholder or partner) with or promote, establish, finance, invest, be engaged in, be concerned or interested in or be employed in, directly or indirectly, a Competing Business;
- (b) participate in the management, operation, or control of, or be financially interested or become a director, employee, officer, or consultant of or provide any services in any manner whatsoever to any Competing Business or assist any person to engage in or provide any know-how to any Competing Business, or be employed with any Person engaged in any Competing Business;
- (c) be employed or engaged by, employ, engage, attempt to employ or engage, or negotiate or arrange the employment or engagement by any other Person, of any Person who was during his/her/it's association, part of the management team or an employee employed in a skilled or managerial capacity in the Company for the purpose of a Competing Business;
- (d) divulge or disclose to any Person any information (other than information available to the public, that was disclosed or divulged pursuant to an order of a court of competent jurisdiction or anything that is required to be disclosed under the Applicable Law) relating to the Business, know-how, the identity of its customers, vendors, its products, finance, contractual arrangements, business or methods, engage in or agree to engage in any other act or thing analogous to the foregoing that could prejudice the interests of the Members or the Company;
- (e) license, transfer or make available the Intellectual Property (i) which is used or may be used; or (ii) belonging or generated; by the Company to any Person;
- (f) register in his name or in the name of any of his Affiliates, any Intellectual Property which is used or may be used by the Company for the Business;
- (g) enter into any agreement or arrangement with any Person relating to Competing Business;
- (h) provide any know-how or technical assistance to any Person in relation to a Competing Business; or
- (i) assist, encourage, attempt or facilitate any other Person to do any of the foregoing.

7.1.4. Notwithstanding the foregoing, nothing in this Clause 7.1 shall preclude, impede or restrict a Member from: (a) investing in or holding any investment in any business or Person that does not directly or indirectly compete with the Business;

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(b) engaging in a Competing Business with the prior written approval of the Family Council; and/or (c) commencing any new business whose principal business is to provide services and/or supplies to the Company in its ordinary course of business.

7.2. Non-Hire and Non-Solicitation

7.2.1. On and from the Effective Date and for a period of 3 (three) years from the Cessation Date, no Member shall, directly or indirectly, or through his Affiliates, whether as an agent, partner, shareholder, or in any capacity whatsoever, either alone or jointly with any other Person, do the following:

- (a) interfere with, tender for, canvass, solicit, entice away or attempt to solicit or entice away, hire or procure, employ, engage (or make any attempts to do or influence, encourage or assist in doing any of the foregoing acts), from the Company, any representative, director, advisor, agent, franchisees, contractor, consultant, business associate, customer, client, dealer, vendor, supplier or employee of the Company, associated with/ engaged by the Company as of the Cessation Date or any time during the period of 36 (thirty six) months preceding the Cessation Date, notwithstanding whether such Person would commit a breach of contract by reason of leaving such employment, relationship or association;
- (b) induce or procure (or make any attempts to do or influence, encourage or assist in doing any of the foregoing acts) any Person who is a director, senior/ key employee, advisor or consultant, contractor, supplier, dealer or vendor, of the Company to leave the service of, or cease to provide service to, the Company, or otherwise interfere with the relationship between such a director, employee, advisor or consultant, contractor, supplier, dealer or vendor and the Company;
- (c) accept into employment or otherwise engage, hire, retain or use the services of any Person who is engaged by or associated with the Company, as an employee or consultant of the Company, as of the Cessation Date or was engaged by or associated with the Company as such at any time during the period of 36 (thirty-six) months preceding the Cessation Date;
- (d) directly or indirectly, extend any monies, loans, security, guarantee, non-fund based facilities, sponsor support, comfort letter or any similar arrangements to the Affiliates of such Promoters, to invest in, carry on, manage, conduct, consult, assist, have an economic or beneficial interest in, control, participate in or be engaged in any undertaking, business or Person, in each case, that is, or is engaged in or competes with, the Business; and/or
- (e) directly or indirectly, use: (i) any information, including Intellectual Property rights, of a secret or confidential nature relating to the Business of the Company; or (ii) any trade name or trademark or Intellectual Property used by the Company, or any other name or mark similar or likely to be confused with such a trade name or trademark, at any time after Completion.

Notwithstanding anything contained in this Agreement, it is hereby clarified that in the event all Members mutually agree to sell all (but not less than all) Equity Securities of the Company held by them to any third party, the provisions of the Clause 7.2 will fall away immediately on completion of such sale.

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- 7.3. The Members agree that the covenants of non-competition, non-hire and non-solicitation contained in this Clause 7 are reasonable and necessary covenants under the circumstances to protect the legitimate interests of each Member, and acknowledge that these covenants constitute a significant consideration for the Members to enter into this Agreement. The Members further agree and acknowledge that any breach of this Clause 7 by any Member shall cause irreparable harm and damage to the other Members.
- 7.4. The Members agree that the covenants of non-competition, non-hire and non-solicitation contained in this Clause 7 does not (in any manner) impair the livelihood of any Member and they have sought professional advice and acknowledge that the restrictions contained in Clause 7 are no more extensive than is reasonable to protect the proprietary interests of the Company and the Business.
- 7.5. If any restriction under these aforementioned clauses shall be found to be void but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this Clause 7 valid and effective. Notwithstanding the limitation of this provision by any Applicable Law for the time being in force, the Members undertake to at all times observe and be bound by the spirit of Clause 7.
- 7.6. The provisions of Clause 7 shall survive the termination of this Agreement.


8. EVENTS OF DEFAULT

In the event a Member breaches any of the terms of this Agreement, the Family Council shall

- (a) immediately restrict and withdraw all rights, benefits and privileges enjoyed by such person pursuant to this Agreement;
- (b) request the Company to terminate such Member's employment in the Company and withdraw all rights, benefits and privileges provided by the Company to such Member; and
- (c) Take such action against such Member, as the Family Council may deem fit.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. Each of the Members hereby warrants to the other Members that each of the following statements is true, correct and not misleading in any manner:
- 9.1.1. Each Member is competent to contract under the Indian Contract Act 1872 and has the necessary power, authority and capacity to enter into and perform its obligations under this Agreement.
 - 9.1.2. Each Member has taken all requisite approvals in connection with the execution, delivery and performance by it of this Agreement. This Agreement has been duly executed, and constitutes a legal, valid and binding obligations which are enforceable in accordance with their terms.
 - 9.1.3. The execution, delivery and performance of this Agreement does not:
 - (a) constitute any breach, violation of or default of any Applicable Law by which such

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Member is bound;

- (b) contravene with or result in a breach under any agreement, arrangement, contract, undertaking, instrument or deed by which it is bound;
- (c) constitute violation of any court order, judgment, injunction, award, decree, writ of a court or Governmental Authority or any other restriction of any kind imposed by a Governmental Authority against, or binding upon, such Member;
- (d) result in any breach or violation of any terms and conditions of, or constitute (with notice, or lapse of time, or both) a default under, or relieve any counterparty of its obligation or otherwise impair the continuation of or impose on it any additional or accelerated obligations or liabilities under that agreement under any instrument, contract or other agreement to which it is a party or by which it is bound.

10. CONFIDENTIALITY

10.1. Each Member shall (and shall ensure that each of its Representatives/affiliates/relatives to the extent they have received Confidential Information) maintain all Confidential Information in confidence and not disclose any Confidential Information to any Person, except as: (i) this Clause 10 (Confidentiality) permits; or (ii) the disclosing Member approves in writing, in advance.

10.2. Clause 10.1 shall not prevent the disclosure of Confidential Information by any Member or its Representatives:

10.2.1. if such disclosure is required by any Governmental Authority pursuant to Applicable Law having applicable jurisdiction to which, that Person is subject (provided that, to the extent reasonably practicable and legally permissible, the disclosing Member shall first inform the other Members of its intention to disclose such information and make reasonable efforts to take into account the reasonable comments of the other Members in relation to the timing, form and content of such disclosure);

10.2.2. if such disclosure is of Confidential Information which was lawfully in the possession of that Person (in either case as evidenced by written records) without any obligation of secrecy prior to it being received or held;

10.2.3. if such disclosure is of Confidential Information which has previously become publicly available, other than through such Person; and

10.2.4. if such disclosure is required for the purpose of any arbitral or judicial proceedings arising out of this Agreement.

11. NOTICES

11.1. **Service of Notice.** All notices or other communications to be given under this Agreement shall be made in writing and by letter (delivered by hand or courier using an internationally reputable courier service) or email, in the English language to the relevant address specified in Clause 11.2 (Details for Notices) and shall be deemed to be duly given or made in the case of: (a) personal or courier delivery, at the time that its receipt is signed for, whether or not the

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person signing for such receipt has authority to do so; and (b) email transmission, at the time the e-mail is sent, provided no notification is received by the sender that the e-mail is undeliverable.

11.2. **Details for Notices.** The details for notices for the purpose of Clause 11.1 (Service of Notice) are set out in Schedule 5 (Notice).

11.3. **Change of Address.** A Member may change or supplement the notice details given above, or designate additional notice details, for purposes of this Clause 11.3 (Change of Address), by giving the other Members written notice of the new notice details in the manner set forth above.

12. MISCELLANEOUS

12.1. Announcements.

12.1.1. Except for the disclosures required under Applicable Law in connection with the IPO, no Member shall disseminate, engage or issue any press release or make any other public statement or other communication about the matters in this Agreement or any document referred to in it unless it is required by Applicable Law or by any other competent Governmental Authority.

12.2. Costs and Expenses.

12.2.1. Except as otherwise expressly provided in Clause 12.2.2, each Member shall bear and pay its own costs and expenses incurred in connection with the preparation, negotiation and execution of this Agreement.

12.2.2. Stamp duty and any similar levies in connection with the execution of this Agreement, shall be borne by either of the Members.

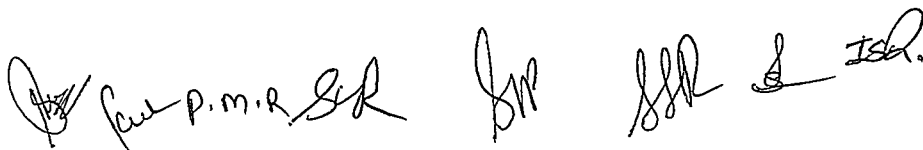





12.3. **Relationship of the Members.** Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, association of persons between the Members, and no Member shall hold itself out as an agent for the other Member or any of them, except with the express prior written consent of such other Member and Family Council.

12.4. **Entire Agreement.** This Agreement constitute the entire agreement between the Members relating to the subject matter hereof and supersedes any and all prior agreements, including letters of intent and term sheets, either oral or in writing, between the Members hereto with respect to the subject matter herein.

12.5. **Further Assurances.** Each Member agrees to take or cause to be taken such further actions, and to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such consents, as may be reasonably required or requested by the other Member in order to effectuate fully the purpose, terms and conditions of this Agreement.

12.6. Assignment.

12.6.1. Neither this Agreement nor any right or obligation hereunder or part hereof may be assigned by any Member or its Affiliates who hold Equity Securities, without the prior

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written consent of the Family Council.

12.6.2. If a Member is subjected to an order of personal insolvency, then on and from the date of such insolvency event, the relevant Member agrees and acknowledges that the Family Council shall have the right to seek recourse against his estate and assets.

12.7. **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any Applicable Law, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.

12.8. **Waivers**

12.8.1. No failure or delay on the part of any Member to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by any other Member to this Agreement nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a Member under Applicable Law or in equity.


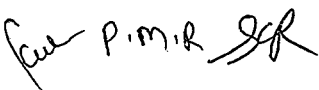


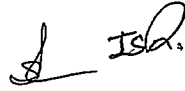
12.8.2. Each Member agrees and acknowledges that the rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by Applicable Law or otherwise, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Member, whether under this Agreement or otherwise.

12.9. **Amendments.** This Agreement may not be amended, modified or supplemented, except by a written instrument duly executed by each of the Members.

12.10. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. A counterpart may be executed by facsimile signature or electronically by way of a portable document format (.pdf) document and such facsimile signature or pdf document, in each case, shall be deemed an original.

12.11. **Independent Rights.** Each of the rights of the Members under this Agreement are independent, cumulative and without prejudice to all the other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Member, whether under this Agreement or otherwise.

12.12. **Exclusive Remedies.** The rights and remedies provided in this Agreement are exclusive in respect of the obligations of the Members under this Agreement.

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12.13. **Specific Performance.** The Members agree that damages may not be an adequate remedy and that each Member shall be entitled to an injunction, restraining Order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Members from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These remedies are cumulative and are in addition to any other rights and remedies the Members may have under Applicable Law or in equity, including a right for damages.

12.14. **Binding effect.** This Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, executors, administrators, successors and permitted assigns.

13. GOVERNING LAW

This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of India.

14. DISPUTE RESOLUTION








14.1. If any dispute, controversy or claim of whatever nature arises out of or in connection with this Agreement, including any question regarding its existence, validity or termination arising out of or in connection with this Agreement (a "Dispute"), the Members shall use all reasonable endeavours to resolve the matter amicably, and in any event, within 30 (thirty) days of service of a notice of Dispute by any Member.

14.2. Subject to Clause 14.3, all Disputes which remain unresolved pursuant to Clause 14.1 above, shall be finally settled by the Chairman. The decision of the Chairman shall be final and binding on the Members, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award, and prior to such decision, the Members shall be entitled to file for any interim injunction only in the courts of India.

14.3. Any Disputes pertaining to the head of the Family Council, shall be finally settled by way of arbitration administered through arbitration by an arbitral tribunal consisting of 3 (three) arbitrator(s) (the "Arbitral Tribunal") administered by the Mumbai Centre for International Arbitration ("MCIA"), in accordance with the rules of MCIA ("MCIA Rules"), which rules are deemed to be incorporated by reference into this Clause 14 (Dispute Resolution).

14.4. The Arbitral Tribunal shall comprise of 1 (one) arbitrator nominated by the claimant(s) and 1 (one) arbitrator appointed by the respondent(s). The Members shall appoint their respective arbitrators within 15 (fifteen) Business Days of submission of the Dispute to arbitration. The 3rd (third) arbitrator, who shall act as an umpire, shall be nominated by the 2 (two) arbitrators so appointed ("Presiding Arbitrator"), provided that if these 2 (two) arbitrators are unable to agree on the nomination of the Presiding Arbitrator within 20 (twenty) Business Days of their appointment, the Presiding Arbitrator shall be appointed in accordance with the MCIA Rules.

14.5. The decision of the Arbitral Tribunal shall be final and binding on the Members, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award, and prior to such decision, the Members shall be entitled to file for any interim injunction only in the courts of India. The arbitration proceedings shall be in English language. The seat and venue of arbitration proceedings shall be Mumbai.

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- 14.6. The Members agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall not be disclosed beyond the Arbitral Tribunal, the Members, their counsel and any Person necessary to the conduct of the proceeding.
- 14.7. The Members further agree that the Arbitral Tribunal shall also have the power to grant any and all reliefs permissible under Applicable Law, including the right to grant specific performance of contract, and decide on the costs and reasonable expenses (including reasonable fees of its counsel) incurred in the arbitration and award interest up to the date of the payment of the award. The costs of arbitration shall be borne equally by the Parties unless otherwise determined by the arbitration award.
- 14.8. The existence or subsistence of a Dispute or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of the Members under this Agreement which are not in Dispute, and the Arbitral Tribunal shall give due consideration to such performance, if any, in making a final award.

15. TERM AND TERMINATION

15.1. This Agreement shall be effective from the Execution Date and shall continue in full force and effect until terminated in accordance with Clause 15.2 (Termination).

15.2. This Agreement will terminate:

15.2.1. by mutual agreement of all the Members;

15.2.2. with respect to a Member, if such Member ceases to hold any Equity Securities.

15.3. Consequences of Termination.


15.3.1. Termination of this Agreement shall not relieve any Member of any obligation or liability accrued prior to the date of termination.

15.3.2. In the event this Agreement is terminated, then the provisions of this Agreement which by the very nature ought to survive (including but not limited to Clause 1 (Definitions and Interpretation), Clause 9 (Representations and Warranties), Clause 10 (Confidentiality), Clause 11 (Notices), Clause 12 (Miscellaneous), Clause 13 (Governing Law), Clause 14 (Dispute Resolution) and Clause 15 (Term and Termination)) shall survive the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS SCHEDULES]

C.V.S 

THE MEMBERS HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

 <hr/> <p>SANTOSH RAVESHIA Date: August 17, 2023</p>	<p><i>C.V. Somaiya</i> <hr/> <p>CHANDNI SOMAIYA Date: August 17, 2023</p> </p>
<p><i>Sejal Raveshia</i> <hr/> <p>SEJAL RAVESHIA Date: August 17, 2023</p> </p>	<p><i>Sheetal Parpani</i> <hr/> <p>SHEETAL PARPANI Date: August 17, 2023</p> </p>
<p><i>T. SMA</i> <i>S.M. Rajani</i> <hr/> <p>SANJAY RAJANI Date: August 17, 2023</p> </p>	<p><i>Pravina. Som. Rajani</i> <hr/> <p>PRAVINA RAJANI Date: August 17, 2023</p> </p>
<p><i>SSR</i> <i>Ilal. S. Rajani</i> <hr/> <p>ILA RAJANI Date: August 17, 2023</p> </p>	<p><i>Ketan</i> <hr/> <p>KETAN RAJANI Date: August 17, 2023</p> </p>
<p><i>Shilpa Rajani</i> <hr/> <p>SHILPA RAJANI Date: August 17, 2023</p> </p>	

SCHEDULE 1 SHAREHOLDING PATTERN OF DOMS INDUSTRIES LIMITED

Name of Shareholders	No of Shares	% Shareholding
Santosh Rasiklal Raveshia	9,562,679	17.0%
Chandni Vijay Somaiya	2,249,900	4.0%
Sejal Santosh Raveshia	2,249,900	4.0%
Sheetal Hiren Parpani	2,249,900	4.0%
Sanjay Mansukhlal Rajani	4,854,952	8.6%
Pravina Mansukhlal Rajani	513,400	0.9%
Ila Sanjay Rajani	513,400	0.9%
Ketan Mansukhlal Rajani	4,854,952	8.6%
Shilpa Ketan Rajani	513,400	0.9%
F.I.L.A. - Fabbrica Italiana Lapis ed Affini S.p.A.	28,687,735	51.0%
Total	56,250,218	100.0%

[Handwritten signatures and initials]
 P.M.R. SR km JST C.V.S & ISB.

SCHEDULE 2 DEFINITIONS AND INTERPRETATIONS

1. Definitions.

For purposes of this Agreement, the following terms shall have the meanings as set forth below:

“Act” means the (Indian) Companies Act, 2013, as amended from time to time, read with the applicable rules, orders, circulars and notifications prescribed or framed thereunder;

“Affiliate” means, where the Person is an individual, his/her ‘Relatives’ as such term is defined in the Act;

“Agreed Form” means a form of any document that is mutually agreed among the Members in writing, initialled for identification or confirmed by e-mail, by or on behalf of each of them;

“Applicable Law(s)” means any statute, law, regulation, ordinance, rule, regulation, judgment, binding case law, binding principle of common law, code or instruction having the force of law, order, decree, notification, by-law, license, treaty, international convention, code, approval from the concerned authority, government resolution, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law or any of the foregoing, by any concerned authority having jurisdiction over the matter in question, including a stock exchange;

“Approval(s)” means, collectively, all permissions, approvals, consents, licenses, orders, decrees, authorizations, authentications of, or registrations, accreditations, qualifications, designations, declarations or filings with or notifications, exemptions or rulings to or from any Governmental Authority required under Applicable Law or otherwise;

“Articles” means the articles of association of the Company, as amended from time to time;


“Authorisations” means, collectively, all permissions, Approvals, consents, licenses, orders, decrees, authorizations, authentications of, or registrations, accreditations, qualifications, designations, declarations or filings with or notifications, exemptions or rulings to or from any Governmental Authority required under Applicable Law or otherwise;

“Board” means the board of directors of the Company;

“Charter Documents” means the Articles and Memorandum, as amended from time to time;

“Competing Business” means any business which is the same or materially similar to the business of the Company being conducted as of the relevant date;

“Confidential Information” means: (a) any information concerning the Business, organization, business, technology, intellectual property, trade secrets, know-how, finance, transactions or affairs of the Company (including the existence of the Transaction Documents, the subject matter and content of the Transaction Documents and the negotiations, process and proposals / negotiated terms included in / excluded from the Transaction Documents), any Affiliate, any company with which the Company and / or its Affiliates cooperate pursuant to contractual arrangements or any Member or any of its Affiliates or any of their respective Representatives (whether conveyed in writing, orally or in any other form, and whether such


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information is furnished before, on or after the Execution Date); (b) any knowledge and information shared between the Members whether relating to the management, operation and / or financial condition / projections of any Member, and operating plans of the Company (or in relation to the Business) from time to time; (c) any information or materials prepared by a Member or its Representatives that contains or otherwise reflects, or is generated from, Confidential Information; and (d) any information whatsoever concerning or relating to: (i) any dispute or Claim arising out of or in connection with the Transaction Documents; or (ii) the resolution of such Claim or dispute;

“Control” (including the terms **“Controlled by”** or **“under common Control with”**), as used with respect to any Person means the direct or indirect beneficial ownership of or the right to vote in respect of, directly or indirectly, more than 50% (fifty percent) of the voting shares or securities of a Person and / or the power to control the majority of the composition of the board of directors of a Person and / or the power to create or direct the management or policies of a Person by contract or otherwise or any or all of the above;

“Deed of Adherence” means the deed of adherence to be executed in accordance with the terms of this Agreement and substantially in the form set out in Schedule 3 (Deed of Adherence);

“Depository” shall have the meaning given to it under Section 2(e) of the Depositories Act, 1996.

“Depositories Act” shall mean the Depositories Act, 1996 and any statutory modification or re-enactment or amendments thereof from time to time.

“Depositories Regulations” shall mean the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018 and any statutory modification or re-enactment or amendments thereof from time to time.

“Depository Business Rules” means the bye-laws and the business rules issued by the Depository.

“Director” means the directors of the Company appointed to the Board from time to time and, post Effective Date, as appointed in accordance with the Shareholders’ Agreement;

“Encumbrances” means any encumbrance including without limitation, any security interest, equitable interest, burden, claim, mortgage, pledge, charge, hypothecation, lease, lien, license, lease, sub-lease or other possessory interest, assignment, deed of trust, right of others, title defect or retention, title retention agreement, deposit by way of security, proxy, beneficial ownership (including usufruct and similar entitlements), debenture, bill of sale, option interest, encroachment, public right, easement, common right, way leave, any voting agreement, interest, option (including call commitment), right of set-off, or counterclaim or limitation of any nature whatsoever (including any restrictive covenant or condition), preference, priority, right of first offer, right of first, last or other refusal, option, restriction or other encumbrance of any kind or nature whatsoever or any other interest held by a third Person, transfer restriction in favour of any Person, any adverse claim as to title, possession or use, any provisional or executorial attachment and any other interest held by a third party or any agreement, arrangement or obligation to create any of the foregoing, and the term **“Encumber”** and **“Encumbered”** shall be interpreted accordingly;

“Equity Securities” means: (i) Equity Shares; (ii) other shares, debentures, bonds, loans,

warrants, rights, options or other similar instruments or securities of the Company which are convertible into or exercisable or exchangeable for, or which carry a right to subscribe for or purchase any of the foregoing; or (iv) any instrument or certificate representing a beneficial ownership interest in any of the foregoing;

"Equity Shares" means equity shares of the Company having face value of INR 10 (Indian Rupees Ten);

"Financial Year" means a financial year commencing on April 1 and ending on March 31 of the immediately following calendar year;

"Governmental Approval" means any Authorisation, consent, Approval, clearance, license, lease, ruling, permit, certification, exemption, filing for, or registration required by or with any Governmental Authority;

"Governmental Authority" means any government, quasi-government authority, ministry, statutory authority, government department, Tax Authority, agency, commission, board, tribunal, or court or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to or purporting to have jurisdiction on behalf of or representing the Government of India, or any other relevant jurisdiction, or any state, department, local authority, municipality, district or other political subdivision or instrumentality thereof, and includes the Reserve Bank of India, and any other authority exercising jurisdiction over a Member, the Business or the relevant subject matter in question;

"INR" or "Rupees" means Indian Rupees, the lawful currency of India;

"Immediate Relatives" has the meaning as ascribed to it in Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time;

"Memorandum" means the memorandum of association of the Company;


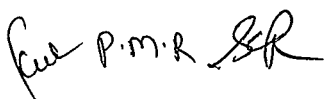



"Order" means any decision, order, injunction, judgment, decree, ruling, writ, assessment or award of a court or any other Governmental Authority;

"Person" means any individual (including personal representatives, executors, and heirs of a deceased individual) sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership (general or limited), limited liability company, joint venture, trust, society or Governmental Authority or any other entity or organization;

"Pro-Rata Share" means, in relation to a Shareholder, the proportion that the number of Equity Securities held by such Shareholder bears to the aggregate number of Equity Securities held by all the Shareholders, provided that: (i) when 'Pro-Rata Share' is used in the context of some (and not all) of the Shareholders (such Shareholders collectively, the **"Relevant Shareholders"**), the reference in this definition to 'Shareholders' will be to the 'Relevant Shareholders';

"Recognized Stock Exchange" means the National Stock Exchange of India Limited and/ or the BSE Limited;

"Representatives" means, in relation to a Person, its Affiliates and the assignees, directors, officers, employees, agents, advisers, representatives, accountants and consultants of such Person and / or of its Affiliates;

ISD.     C.V.S. 

"SEBI" means the Securities Exchange Board of India;

"Share Capital" means the issued and paid-up share capital of the Company, from time to time, on a Fully Diluted Basis;

"Shareholder" means any Person holding any Equity Securities from time to time;

"Tax(es) / Taxation" means: (a) all forms of taxation (other than deferred tax) and statutory, governmental, state, provincial, customs, social security, local governmental or municipal impositions, duties, contributions, imposts, withholdings and levies whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other reference, including GST (and amounts in respect of GST) and transfer taxes and shall further include any payment, and any liability or increase in a liability to make a payment, of or in respect of or on account of taxation, in each case wherever arising, whenever imposed and whether chargeable directly or primarily against or attributable directly or primarily to a group company or any other person; and (b) all penalties, fines, charges, surcharges, interest and costs relating to any matter within sub-paragraph (a);

"Tax Authority" means any authority competent to impose, assess, collect or administer any Tax, including appellate authority or court, in any jurisdiction in which the Company would be liable to pay any Tax;

"Transfer" (including with correlative meaning, the terms "Transferor", "Transferee" or "Transferred") means whether directly or indirectly, any transfer, sale, assignment, pledge, hypothecation, creation of any interest or Encumbrance, placing in trust (voting or otherwise), exchange, gift, donation, redemption, entering into any arrangement in respect of votes or the right to receive dividends, or any swap or other arrangement that transfers to another Person in whole or in part the consequences of ownership, in each case whether by operation of law or in any other way, and whether or not voluntarily.


"UPSI" mean 'unpublished price sensitive information' as defined under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (as amended from time to time).

2. Interpretation.

2.1 The interpretation and / or construction of this Agreement shall be in accordance with the following rules of interpretation:

2.1.1 In this Agreement, unless otherwise indicated:

- (a) the terms "hereby," "herein," "hereinafter," "hereof", "hereto" and "hereunder" and derivative or similar words refer to this Agreement as a whole or specified Clauses of this Agreement, as the context may require;
- (b) all titles, subject headings, table of contents and similar items are provided for reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement;
- (c) references to the singular number shall include references to the plural number and *vice versa*;
- (d) references to a "Clause", "Schedule", "Recital" or "Paragraph" is a reference

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to a clause of or schedule to or recital of this Agreement or paragraph of a Schedule and the Recitals and Schedules form part of and have the same force and effect as if expressly set out in the main body of this Agreement;

- (e) all references in this Agreement to a statute or statutory or legislative provisions shall be construed as meaning and including references to the statute or statutory or legislative provisions:
 - (i) as modified or re-enacted or both from time to time whether before or after the Execution Date; and
 - (ii) any delegated or subordinated legislation made or other thing done thereunder whether before or after the Execution Date;
- (f) except as expressly provided otherwise in this Agreement, references to times of the day are to the Indian standard time;
- (g) the terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meanings ascribed to them under the relevant statute / legislation;
- (h) unless otherwise specified, references to days, months and years are to calendar days, calendar months and calendar years, respectively;
- (i) all Approvals and / or consents to be granted by the Members under this Agreement shall be deemed to mean prior Approvals and / or consents in writing;
- (j) any reference to any agreement or document shall include references to any such agreement or document as it may, after the Execution Date, from time to time, be amended, varied, supplemented or novated in writing in accordance with the requirements of such agreement or document;
- (k) any reference to "writing" shall include printing, typing, lithography, transmission by facsimile or electronic form (including e-mail) and other means of reproducing words in visible form but shall exclude short messaging service and other forms of instant messaging;
- (l) references from or to any date shall, unless otherwise specified, exclude the dates mentioned;
- (m) any reference to a liability under, pursuant to or arising out of (or any analogous expression) any agreement, contract, deed or other instrument includes a reference to contingent liability under, pursuant to or arising out of (or any analogous expression) that agreement, contract, deed or other instrument;
- (n) references from or to any date shall mean, unless otherwise specified, from and including and but excluding, respectively;
- (o) the words "including" and "include" means including without limitation and include without limitation, respectively;

- (p) any reference to a Member to this Agreement shall include, in case of a body corporate, references to its successors and permitted assigns, each of whom shall be bound by the provisions of this Agreement in the like manner as the Member itself is bound;
- (q) whenever the consent of a Member is required under this Agreement, the granting of such consent in any instance shall not constitute continuing consent to subsequent instances where such consent is required, and in all cases, unless expressly stated otherwise, such consent may be granted, withheld, denied or conditioned in such Member's discretion;
- (r) time is of the essence in the performance of each Member's respective obligations, and if any time period specified herein is extended, such extended time period shall also be of the essence;
- (s) no provisions of this Agreement shall be interpreted in favour of, or against, any Member by reason of the extent to which such Member or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof;
- (t) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a business day, then the period shall include the next following business day;
- (u) notwithstanding anything to the contrary, any time limits specified in any provision of this Agreement, within which any Member is required to perform any obligations or complete any activity, shall be extended by such period as may be required to comply with any requirement of Applicable Law; provided, however, that the Member that is required to comply with such Applicable Law shall, upon informing the other Members of such extension in writing, act in good faith and take all necessary steps to ensure compliance with such Applicable Law within the minimum time possible;
- (v) the words "directly or indirectly" shall mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and the words "direct or indirect" shall have correlative meanings;
- (w) in computing the shareholding of any Member, or determining the rights and privileges available to, and obligations of, such Member under this Agreement, the Equity Securities held by its Affiliates shall be considered as being held by such Member, and such Member along with such Affiliates shall be treated as a single block for the purposes of exercising the rights and privileges, or determining the obligations, under this Agreement; and

 A series of handwritten signatures and initials in black ink, including a circled signature, "P.M.R.", "SR", "BN", "C.V.S", and "ISH".

SCHEDULE 3 DEED OF ADHERENCE

This DEED OF ADHERENCE (the "Deed") is entered into on this [insert date] day of [insert month], [insert year],

BY AND AMONGST:

- A. [●] (the Company);
- B. [●] (the New Shareholder);
- C. [●] (the Transferor);

WHEREAS:

- A. Santosh Rasiklal Raveshia, Chandani Vijay Somaiya, Sejal Santosh Raveshia, Sheetal Hireen Parpani, Sanjay Mansukhlal Rajani, Pravina Mansukhlal Rajani, Ila Sanjay Rajani, Ketan Mansukhlal Rajani and Shilpa Ketan Rajani (collectively, the "Original Members") and the Company are Members to a Family Governance Agreement dated [●] ("Agreement"). Capitalised terms used but not defined in this Deed will have their respective meanings given to them in the Agreement.
- B. The New Shareholder proposes to [purchase / subscribe] [●] Equity Securities of [●] each (the "Shares") in the Share Capital of the Company [from [insert name of the relevant Shareholder] (the "Transferor")] in terms of a [share purchase / share subscription agreement] dated [●] executed between them (the "New Agreement").
- C. This Deed is executed by the New Shareholder in compliance with the terms of the Agreement and post receipt of the approval of the Family Council.

THIS AGREEMENT WITNESSES AS FOLLOWS:

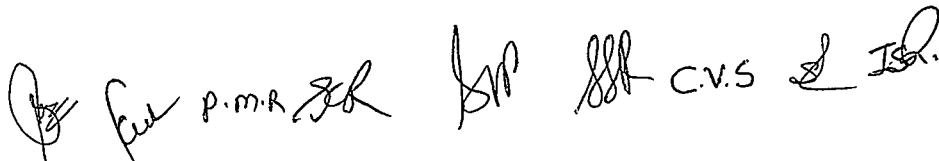
1. The New Shareholder confirms that it has been supplied with a copy of the Agreement and has fully understood the terms thereof.
2. The New Shareholder agrees to hold the Shares referred to in Recital B above subject to the Agreement and the Charter Documents of the Company.
3. The New Shareholder covenants that it shall do nothing that derogates from the provisions of the Agreement and the Charter Documents.
4. The New Shareholder undertakes to be bound by the Agreement in all respects as if the New Shareholder was a party to the Agreement and named in it as a party and to observe and perform all the provisions and obligations of the Agreement applicable to or binding on it under the Agreement.
5. The New Shareholder shall be bound by the restrictions relating to the Transfer of Equity Securities contained in the Agreement and the Charter Documents and which are applicable to the Transferor in accordance with the terms set forth in the Agreement and the Charter Documents.
6. The Transferor irrevocably and unconditionally transfers and assigns to the New Shareholder, and the New Shareholder accepts and assumes following rights under the:

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- 6.1 [insert right] (Clause _____)
- 6.2 [insert right] (Clause _____)
- 6.3 [insert right] (Clause _____)
7. The New Shareholder hereby confirms that:
- 7.1 all obligations and restrictions imposed on the Transferor in the Agreement shall be applicable to the New Shareholder; and
- 7.2 Transfer of Shares by the Transferor is subject to fulfilment of the terms of the Agreement which includes obtaining the approval of the Family Council for the Transfer.
8. This Deed shall come into effect upon: (i) its execution by the New Shareholder, Transferor and its acknowledgement and acceptance by the Company (as evidenced by the Company's execution of this Deed); and (ii) the closing of the New Shareholder's investment under the New Agreement.
9. Each Member represents and warrants to the other Members that:
- 9.1 it is a person competent to execute and deliver, and to perform its obligations under this Deed;
- 9.2 where such Member is a corporate entity, it is a company duly established and existing under the laws of its incorporation and has the power and authority to execute and deliver, and to perform all of its obligations under, this Deed;
- 9.3 all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of necessary consents) in order to enable it to lawfully enter into, exercise its rights and perform and comply with its obligations under this Deed and the Agreement are valid, legally binding and enforceable against it in accordance with the terms thereunder;
- 9.4 the execution and delivery by it of this Deed and the performance of its obligations hereunder do not and will not violate any provision of any regulations, its organisational documents or any agreement to which it is a party or by which it or any of its properties are bound; and
- 9.5 no Authorisation or Approval of any governmental agency is required to enable it to lawfully perform its obligations hereunder.
10. This Agreement is made for the benefit of: (i) the Original Members; and (ii) every other person who after the date of the Agreement (and whether before or after the execution of this Deed) assumes any rights or obligations under the Agreement or adheres to it.
11. The details of the New Shareholder, for the purpose of Clause 11 (Notices) of the Agreement are as follows:

Address : [•]

Attention : [•]

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Email : [●]

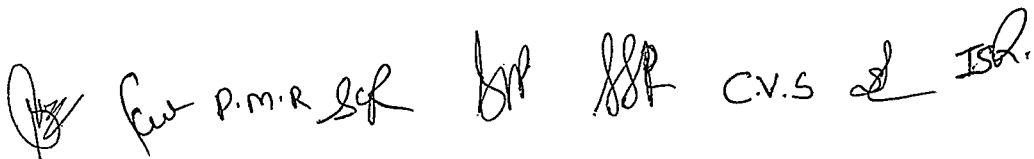
12. This Deed may be executed in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" ("pdf") shall be as effective as signing and delivering the counterpart in person.
13. This Deed shall be governed by, and construed in accordance with the laws of India. Any disputes arising out of, or in connection with this Agreement shall be resolved in accordance with Clause 13 (Governing Law) and Clause 14 (Dispute Resolution) of the Agreement.

IN WITNESS WHEREOF, THE MEMBERS HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN:

By THE COMPANY


By THE NEW SHAREHOLDER

By [TRANSFEROR]

Handwritten signatures and initials in black ink. From left to right: a circular stamp with a signature inside, followed by 'for P.M.R. Sgf', 'BPP', 'SSP', 'C.V.S', and 'ISR'.

SCHEDULE 4 LIST OF ENTITIES

Entity	Registered Office
Inxon Pens & Stationery Private Limited	Plot No. 117, 52 Hector Expansion Area, New G.I.D.C., Umbergaon, Valsad 396 171, Gujarat, India
Fixy Adhesives Private Limited	Plot No. 117, 52 Hector Expansion Area, New G.I.D.C., Umbergaon, Valsad 396 171, Gujarat, India
Kika V-Comm Private Limited	Plot No. 48-49/1, G.I.D.C., Umbergaon, Valsad 396 171, Gujarat, India


 Full P.M.R. SR BP SR C.V.S & ISR.

SCHEDULE 5 NOTICES

Any notice provided for in this Agreement shall be in writing and shall be first transmitted by email, and then confirmed by postage, prepaid registered post with acknowledgement due or by internationally recognised courier service, in the manner, as elected by the Member giving such notice:

In case of Notice to Raveshia Family:

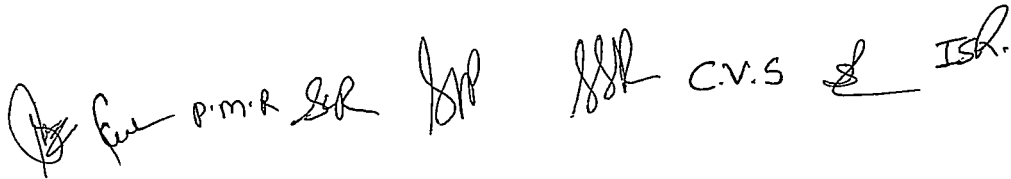
Name: Santosh Raveshia
Address: Plot No. 114, GIDC Colony, Umargam, Umbergaon, Valsad, Gujarat, 396171
Email: santosh@domsindia.com

In case of Notice to Rajani Family:

Name: Sanjay Rajani
Address: Plot No. 113, GIDC Colony, Umbergaon, Valsad, Gujarat -396171
Email: sanjay@domsindia.com

And

Name: Ketan Rajani
Address: 1ST Floor, Prabhu Niwas, Chittranjan Road, Vile Parle East, Mumbai, Maharashtra, 400057
Email: ketan@domsindia.com

A series of handwritten signatures and initials in black ink. From left to right, there is a signature that appears to be 'Sanjay', followed by 'P.M.R.', 'SR', 'SR', 'C.V.S', and 'ISH.'.