(INDIA NON JUDICIAL)

Government of Karnataka

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Certificate No.	[illegible]
Certificate Issued Date	[illegible]
Account Reference	[illegible]
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Purchased by	[illegible]
Description of Document	[illegible]
Property Description	[illegible]
Consideration Price (Rs.)	[illegible]
	(One Lakh only)
First Party	[illegible]
Second Party	[illegible]
Stamp Duty Paid By	[illegible]
Stamp Duty Amount(Rs.)	[illegible]

[redacted]

[redacted]

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SECURITIES SUBSCRIPTION AND PURCHASE AGREEMENT DATED 30 JUNE 2021 EXECUTED BY ANC JAKKANAHALLI RESIDENTIAL PARK PRIVATE LIMITED, CHRISTIAN ZEWTA PRIVATE LIMITED, CONCORDE ZOLLY PRIVATE LIMITED AND VISTA MERMAIDEAL NAVI PTE PARTNERS AND ASLAND PROPERTIES LLP.

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Certificate No.	[illegible]
Certificate Issued Date	[illegible]
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Description of Document	[illegible]
Property Description	[illegible]
Consideration Price (Rs.)	[illegible]
First Party	[illegible]
Second Party	[illegible]
Stamp Duty Amount(Rs.)	[illegible]
(One Only Account Effect)	[illegible]

[redacted]

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[illegible]

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Certificate No.	IN-KA01[illegible]
Certificate Issued Date	[illegible]
Account Reference	NONMEO [illegible]
Unique Doc. Reference	SUBIN-KAKOFI[illegible]
Purchased by	[illegible] PRIVATE LIMITED
Description of Document	[illegible]
Property Description	[illegible]
Consideration Price (Rs.)	[illegible]
First Party	[illegible] PRIVATE LIMITED
Second Party	[illegible] PRIVATE LIMITED
Stamp Duty Paid By	[illegible]
Stamp Duty Amount(Rs.)	[illegible]

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Certificate No.	:	[illegible]
Certificate Issued Date	:	17-Jun-2020 [illegible]
Account Reference	:	[illegible]
Unique Doc. Reference	:	[illegible]
Purchased by	:	EVERSHINE EARTH PRIVATE LIMITED
Description of Document		Article 5(J) Agreement (in any other cases)
Property Description	:	SECURITIES SUBSCRIPTION AND INVESTMENT AGREEMENT
Consideration Price (Rs.)		100,66,20,000
		One Hundred Crore Thirty Six Lakh Twenty
First Party	:	REBELLE INDUSTRIAL PARK PRIVATE LIMITED
Second Party	:	EVERSHINE EARTH PRIVATE LIMITED
Stamp Duty Paid By	:	EVERSHINE EARTH PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	100
		One Hundred only

[redacted]

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SECURITIES SUBSCRIPTION AND INVESTMENT AGREEMENT DATED 25 JUNE 2020 EXECUTED BY AND AMONGST REBELLE INDUSTRIAL PARK PRIVATE LIMITED, EVERSHINE EARTH PRIVATE LIMITED [illegible]

Please Note

1. This e-stamp certificate is valid for a period of six months from the date of issue.
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Certificate Issued On

Certificate Issued By

Purpose of Document

Property Description

Consideration Value (Rs.)

[redacted]

[redacted]

[redacted]

SECURITIES SUBSCRIPTION AND PURCHASE AGREEMENT

30 JUNE 2005

BETWEEN

[illegible]

AND

[illegible]

AND

[illegible]

AND

[illegible]

AND

[illegible]

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This ACCURIUS CONCRETION AND FINCHOSE AGREEMENT is [illegible] on this 13th day of June 2023 [illegible] Part-II, a company is,

BY AND BETWEEN:

1. [illegible] LIMITED, a company incorporated under the Laws of India, having its registered office at [illegible], the 2, Mahalingam Street [illegible], Chennai, Tamil Nadu 600 034, India, and having Permanent Account Number [illegible] (hereinafter referred to as the "[illegible]", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART;

AND

2. [illegible] PRIVATE LIMITED, a company incorporated under the Laws of India, having its registered office at No. 6/3, [illegible] Road, [illegible] Town, [illegible], Bangalore, Karnataka 560 [illegible], India, and having Permanent Account Number [illegible] (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART;

AND

3. [illegible] a company incorporated under the laws of India, [illegible] registered office at [illegible], Chennai, Tamil Nadu [illegible], and having Permanent Account Number [illegible] (hereinafter referred to as "[illegible]", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the THIRD PART;

AND

4. [illegible], a partnership firm duly constituted under the provisions of the Indian Partnership Act [illegible], having its principal place of business at [illegible], Chennai, Tamil Nadu [illegible], and having Permanent Account Number [illegible] (hereinafter referred to as "[illegible]", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) represented by its partners [illegible] (hereinafter referred to as the "[illegible]") of the FOURTH PART;

AND

5. [illegible], a partnership firm duly constituted under the provisions of the Indian Partnership Act [illegible], having its principal place of business at [illegible], Chennai, Tamil Nadu [illegible], and having Permanent Account Number [illegible] (hereinafter referred to as "[illegible]", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) represented by its partners [illegible] of the FIFTH PART.

Each of Seller 1, Seller 2 and Seller 3 (each hereinafter referred to individually as a "Seller" and collectively as the "Sellers")

The Company, [illegible] (each, [illegible] a "Party" and collectively, as the "Parties")

WHEREAS:

A. [illegible]

B. [illegible]

C. [illegible]

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties covenant and agree as follows:

1. [illegible]

[illegible]

2. [illegible]

2.1 [illegible]

2.1.1 [illegible]

2.1.2 [illegible]

2.2.2 [illegible]

2.2.3 [illegible]

2.2.4 [illegible]

2.2.5 [illegible]

2.2.6 [illegible]

2.2.7 [illegible]

2.2.8 [illegible]

3 [illegible]

3.1 [illegible]

3.1.1 [illegible]

3.1.2 [illegible]

3.2 [illegible]

3.2.1 [illegible]

3.2.2 [illegible]

3.3 [illegible]

the Assumption Determination; and (ii) the Settlement and Establishment Procedures for the certification of the relevant [illegible] Actions, in accordance with customary fees.

5.4 The results of the Environmental Assessment shall be made by the Contractor as a [illegible] procurement basis, in accordance with Sections 4.1, 4.2 and 7.3 (unless a [illegible]) of the Loan.

6 [illegible]

6.1 [illegible] Section 6.2, [illegible] Schedule 1 [illegible] Schedule 2 [illegible] Schedule 3 [illegible] Schedule 4 [illegible] Schedule 5 [illegible] Schedule 6 [illegible] Schedule 7 [illegible] Schedule 8 [illegible] Schedule 9 [illegible] Schedule 10 [illegible] Schedule 11 [illegible] Schedule 12 [illegible] Schedule 13 [illegible] Schedule

[illegible]

(iii) [illegible]

(iv) [illegible]

(v) [illegible]

(vi) [illegible]

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9.9 Among the Immediate Period, if the Company and Seller or any of their [illegible] [illegible] Governmental Authority or Governmental Official (as applicable) that consents using with the Seller shall notify the Buyer, in writing, immediately on [illegible] the Company and hereby reserves the right to take whatever precautions and respond [illegible] to remain compliance with applicable Anti-Corruption Laws.

9.10 Among the Immediate Period, if the Company or Seller becomes aware that one of its [illegible] Representatives or Affiliates has [illegible] Governmental Authority or Governmental Official (as applicable), then the Company, along with the Seller shall notify the Buyer, in writing, immediately on that the Buyer may and hereby reserves the right to take whatever precautions and assume the duty (at Buyer's sole) to remain compliance with applicable Anti-Corruption Laws.

9.11 Among the Immediate Period, if any [illegible] Representative or any [illegible] or any [illegible] or any [illegible]

[illegible]

(c) [illegible]

11. [illegible] AND WARRANTIES

11.1 [illegible]

11.2 [illegible]

11.3 [illegible]

11.4 [illegible]

11.4.1 [illegible]

11.4.2 [illegible]

Closing Date, and no such intermediary assessment or finding shall cover the validity of the Deliveries.

1.1.1 [illegible]

Each of the Warranties in Schedule [illegible] (the "Warranties") is a representation and warranty made by a Supplier (a "Warranting Supplier") in favour of the Purchaser, and is to be read and [illegible] as if it were a separate and independent contract. Each Warranty shall be fully, truthfully, and accurately [illegible] on the execution, conclusion or qualification of this Agreement by reference to a fact or circumstance in or forming part of the Warranty, and shall be [illegible] fully and fairly and in such representations that is material and shall not, and shall not be [illegible] or limited by, [illegible] or any other representation or warranty made in this Agreement [illegible] and the Warranting Supplier [illegible].

1.1.2 [illegible]

[illegible] the Warranting Supplier that [illegible] and [illegible] and shall not [illegible] or limited by [illegible] and shall not [illegible] in full [illegible] in this Agreement.

1.1.3 [illegible]

The Warranting Supplier represents and warrants for itself to the Purchaser (the "Warranties") [illegible] and shall not [illegible] in all respects as at the Closing Date, as if made on such date, by reference to the facts and circumstances then existing ("Relevant Circumstances"):

1.1.3.1 [illegible] Relevant Circumstances [illegible] Warranties;

1.1.3.2 [illegible] Warranties [illegible] Agreement, and the execution, delivery and performance by it of this Agreement will not:

(a) [illegible] Relevant Circumstances or constitute a default, an event of default (or an event that, with the giving of notice or lapse of time or both, would constitute an event of default) or an event creating rights of acceleration, repudiation, termination or cancellation or a loss of rights under any of the following:

(i) the Warranting Supplier;

(ii) any Material Subsidiary;

(iii) any Material Agreement or Order to which it is a party or to which it or any of its assets is or is bound; or

(iv) applicable law of the jurisdiction of incorporation of the Warranting Supplier;

[illegible]

(b) [illegible]

[illegible] This Agreement, which [illegible] shall be duly and validly executed [illegible] [illegible] legal, valid and binding obligation, enforceable against it in accordance with its terms [illegible].

[illegible] [illegible]

[illegible] [illegible]

[illegible] This [illegible] shall [illegible] [illegible] [illegible]

[illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

12.2.2 [illegible]

12.2.3 [illegible]

12.2.4 [illegible]

12.3.1 [illegible]

(a) [illegible]

(b) [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

and [illegible] of [illegible] Indemnified Persons shall be as [illegible] and [illegible] in the Indemnifying Person's [illegible]; and

(b) the [illegible] Indemnifying Person's [illegible] shall be [illegible] to [illegible] Third Party Claim, [illegible] or settlement in respect of the Third Party Claim [illegible] the [illegible] of the Indemnified Person's [illegible].

[illegible] In the event [illegible] Indemnifying Person's [illegible] [illegible] of any dispute, [illegible] [illegible] [illegible] Third Party Claim [illegible] Third Party Claim, any Indemnified Person's right to [illegible] Third Party Claim as [illegible] Third Party Claim's [illegible] and rights of [illegible] against the Indemnifying Person's [illegible] [illegible] [illegible] [illegible] Indemnifying Person's [illegible] [illegible] [illegible] [illegible] conduct of any dispute, defense, compromise, [illegible] or settlement of a Third Party Claim, the Indemnifying Person's [illegible] shall cooperate with the Indemnified Persons in [illegible] to the [illegible] of any dispute, defense, compromise, [illegible] or settlement of a Third Party Claim.

[illegible] Notwithstanding anything contained herein, in the event arising the failure of a Third Party Claim any amounts are required to be paid to an Indemnified Person by any Governmental Authority in respect of a Third Party Claim, the relevant Indemnifying Person's [illegible] shall make such payment to the Indemnified Persons, at the request of such Governmental Authority, at least [illegible] Business Days prior to the due date of such payment. In the event Indemnified Persons [illegible] of such payment from a Third Party, the Indemnified Persons may be [illegible] to [illegible] the relevant Indemnifying Person's [illegible] in respect of any [illegible] Indemnifying Person's [illegible] Clause [illegible].

[illegible] No Indemnities.

The Indemnifying Person shall not [illegible] [illegible] [illegible] [illegible]

[illegible]

[illegible] Payment Methods

[illegible]

[illegible]

[illegible]

[illegible] Recordings

[illegible]

[illegible] Operator Commitments

[illegible]

[illegible] Non-Exclusive Remedies

[illegible]

[illegible] Commercial Availability

[illegible]

[illegible] Miscellaneous

17.1.1 (Disputes Arbitration) Choice of Law and Jurisdiction

The Parties hereby agree and recommend that in the event that any Issues, Difficulties, Disputes and/or Judgments arise (collectively "Disputes") which cannot be resolved by and given to the Company and/or the Shares in relation to the PTHRC Land, the Company and/or the Transaction (including for the purposes of the Listed Rules), the Board of Directors and Shareholders shall (to the extent reasonably ascertainable) cooperate in good faith and use all reasonable efforts to resolve such Disputes with the Governmental Authorities, and (if applicable) shall jointly (at Rights and responsibilities for all costs, expenses, liabilities, and other liabilities arising out of the environmental and/or circumstances of any such Dispute, litigation, arbitration and/or judgment).

17.1.2 (c) CTB Consent

The Vendor's parties and necessary parties to, or the Company's written consent, approval or acceptance required or deemed by the Vendor or Wang as being classifiable elements governed by United States Treasury Regulations section 1.367(a)-3(c)(1)(i) ("CTB Consent") in respect of the Company, including (c) an signing form 1120-CTB Statement to accompany stockholder (c) treat as effective date on such date as must be determined for tax purposes as to non-recognition.

17.1.3 Actions for effective execution of transaction

Taylor's Vendor Members and (c) all staff, fully aware, manner and things, including signing any and all letters, forms and documents, as may be necessary for fully and effectively implementing and giving (c) effect to the Transaction and to ensure that the Company's, the Vendor and (c) all relevant Governmental Authorities (including the PTHRC) and (c) all relevant utility providers.

17.1.4 Transfer of Shares and Pledge

Shareholder Vendor and Wang Family, the Company and the Vendor to deliver to Shareholder (c) the Investor, affiliates and/or Wang Family and/or Wang's Family staff for Pledge Shares.

17.1.5 Discharge of Shares

The Vendor shall, in accordance with Applicable Law, delivery and Trade that may arise in connection with the Transaction.

17.1.6 Warranty

Each Party shall, at its own expense, that they reasonably certificate and perform in order to perform each of their obligations under this Agreement (including in relation to Clause 17 (and in order of this Agreement).

17.2 Waiver of additional warranty by representation

17.2.1 The Parties hereby agree that the Investor shall have the right to bring additional warranty in the Company (if any) form and without limitation to the Investor's business, its obligations of the Material Arrangements.

17.2.2 The Vendor and the Company shall jointly and severally, and the Company shall (subject to Investor's discretion), cause all necessary resolutions and business

[illegible]

[illegible]

11.3 [illegible]

[illegible]

11.4 [illegible]

[illegible]

14 DISPUTE RESOLUTION

14.1 [illegible]

14.1.1 [illegible]

14.1.1.1 [illegible]

14.1.1.2 [illegible]

14.1.1.3 [illegible]

[illegible]

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[illegible]	[illegible]
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[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(17.2.1) This Agreement, along [illegible] (the "Terminated Agreements") [illegible]

(a) [illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

(f) [illegible]

(17.2.2) [illegible]

(a) [illegible]

(b) [illegible]

(17.3) **Effect of termination.**

(17.3.1) [illegible]

(17.3.2) The termination of this agreement shall not affect any rights or any obligations or liabilities accrued prior to the date of termination or affect any rights of any party [illegible] in the date of termination.

(17.3.3) Clause 1.1 (Definitions and interpretation), Clause 1.2 (Interpretation), Clause 7.1 (Indemnity), Clause 7.2 (Indemnity), Clause 13 (Confidentiality), Clause 14 (Data Protection), Clause 20 (Notices), Clause 21.2 (Effects of Termination), and Clause 28 (Miscellaneous) shall survive the termination of this Agreement.

(18.) **[illegible]**

(18.1.) **[illegible] not a Deposit.**

[illegible]

[illegible]

(illegible) (illegible)

[illegible]

(illegible) (illegible)

[illegible]

(illegible) (illegible)

[illegible]

(illegible) (illegible)

[illegible]

(illegible) (illegible)

[illegible]

12.5 Severability

[illegible]

12.6 Amendments

[illegible]

12.7 Joint Representation

(a) [illegible] [illegible]

(b) [illegible]

(c) [illegible]

12.8 Notwithstanding

[illegible]

[illegible]

10.1.1 (Rights Conveyed)

[illegible]

10.1.1.1 The "SDK", [illegible] and [illegible] provided in this Agreement are [illegible] provided by Sagittarius Sun of [illegible].

10.1.1.2 [illegible] this Agreement shall in no way impair or affect the [illegible] of [illegible] or a [illegible] in [illegible].

10.1.1.3 [illegible] of any right, [illegible] or [illegible] under this Agreement shall prevent any Parties or other [illegible] Parties [illegible] any [illegible].

10.1.2 Reservation of Rights.

No [illegible], [illegible] or [illegible] by any Party or [illegible] to waive [illegible] of any of the provisions of this Agreement shall in [illegible] affect, prevent or [illegible] the right of any Party to require performance of [illegible] and any waiver or [illegible] by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of the [illegible] or continuing breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights other than those specifically stipulated under this Agreement.

10.1.3 Remedies and Rights.

No rights [illegible] or designated under this Agreement shall be assigned by any Party without the prior written consent of the other Parties, provided however, that notwithstanding the above, the [illegible] shall have the right and/or [illegible] to [illegible] of any of the other Parties, [illegible] each other Party hereby irrevocably consents to the assignment and/or novation of its rights and obligations under this Agreement [illegible] of the business, [illegible] of any [illegible] (collectively "[illegible]") [illegible] of the business [illegible] of the business [illegible] to [illegible].

10.1.4 Entire Agreement.

10.1.4.1 Except as otherwise mentioned in this Agreement, each Party shall pay its own [illegible] in connection with the performance of its obligations and the other Transaction Documents and the consummation of the Transactions, including [illegible] and [illegible] and [illegible] and [illegible] and [illegible] and [illegible] and [illegible].

(a) [illegible] (b) [illegible]

12.12 Relationship to the Parties

[illegible]

12.13 No Waiver

[illegible]

12.14 Intellectual Association

[illegible]

12.15 No Assignment

[illegible]

(c) Damage or economical gain or loss of The Lamendola Family, or dignity of an Class, as involving, that is otherwise, and Mortuary cost claim (Full) only be made against the Trustee in exercise, and in the economical (legal), it is Expressly agreed that immediately and in lieu of the Trustee the Beneficiary and on behalf of every Affiliated and the Settlers that Beneficiary and on behalf of each immediate suffering and/or, not causing, Affiliate which shall, for, be Insurable and, or deductible, be treated as any Non-Reasonable Person for any obligation (Fiduciary Duties under this Agreement), any Fiduciary Transaction Thereunder or any other instrument, agreement or document related to herein or thereto or in the aforesaid, hereunder or thereunder for such reason, specifically, in addition, (i) any income or such disbursements or transactions.

(b.2.2) Recordkeeping.

(i) The Trustee shall determine and/or the value of the Company in accordance to the determination of any, knowledge and for any transactions contemplated in this Agreement, any information, strong, that as other the charitable accounting (and/or the transfers made the unknowns) for the determination of such outcomes and/or that value, the the Trustee, and/or the Settlers shall, as expend with the Income within Tribal Business Days of receipt of such affidavit, and/or the statements to the Company or any Settler (as applicable). Without duplicate to the above, Trustee shall give the Settlers or to behalf of the Company, any information with the charitable accounting, and/or the reports that are regularly, but the discretion of such reasonably and/or the follow and/or significant information and/or the charitable the Income with the Settlers.

(3.3.2) Number of Beneficiaries Reason.

Except as any be specifically permitted under this Trust and/or Distributions, the Trustee shall not agree to the occurrence of Disorder and each of the Settlers shall not, in any way, cause Bankruptcy, Failure or, or, to, the, waive or, modify, of, any of the Affiliates or any, derivative Period of any public, disclosure, including, any, proxy, filing, winding, any, other, necessary, disorder, or, not, applicable.

[Following this page are the signature pages]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AND DELIVERED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE AND YEAR FIRST HEREINBEFORE WRITTEN

Signature of Witnesses (Witnesses are required to sign)

(1) [illegible]

[illegible]

NAME: [illegible]

[illegible]

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

[illegible]

[illegible]
VISHWANATHAN

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

Dawn Establishment Pvt. Ltd. on behalf of

MANAGING PROPRIETOR

Name: Sangeetha Lodha

Title: Director of Resident Processor

[illegible]

[illegible]

1. Definitions:

[illegible]

"[illegible] Order" means the order dated [illegible] April 2023 passed by the Hyderabad Supreme Court of India [illegible] Ltd. (Debtor) [illegible]

"[illegible] Order" means the NCLT order dated [illegible] 2023 [illegible]

"Applicable Law" means the Insolvency and Bankruptcy Code, 2016 [illegible] Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 [illegible]

"Accounting Principles" means [illegible] Accounting Principles generally accepted in India [illegible] Accounting Standards, as applicable, and as in effect from time to time, which have been adopted for the preparation of the Financial Statements [illegible]

"Act" means the [illegible] Act, 2013, including any amendments thereto and any notifications or regulations thereunder and the rules, regulations, circulars and clarifications issued thereunder [illegible]

"Adjustment Order" means an order dated [illegible] 2023 passed by the NCLT in which the application filed by the Committee of Private Operational Creditors [illegible] ("[illegible]").

"Affiliates" means, with respect to any Person ("Subject Entity") any other Person, which directly or indirectly, Controls or is Controlled by or is under the common Control with the Subject Entity and:

(a) notwithstanding the foregoing or anything to the contrary, including (i) the Solicitors of Said Private Equity (ii) any other Private Equity Entity, a Portfolio Company, Controlled by said Private Equity Entity or any Affiliate of such Private Equity Entity, and (iii) any fund, partnership or other vehicle (collectively a "Fund") managed or advised by such Private Equity Entity or any Affiliate of such Private Equity Entity, shall not be deemed to be Affiliates of the Subject Entity;

(b) [illegible] the foregoing, (i) [illegible] (ii) the [illegible] "Affiliates" shall also be deemed to include any other Person or [illegible] partners, [illegible] shareholders, including, any co-investment partnership, which is managed and/or advised and/or sponsored and/or provided by [illegible] or any Affiliate thereof. For the avoidance of doubt, (a) Debtor shall not be deemed to be an Affiliate of (i) the Investor, (ii) the Affiliates of the Investor, and the subsequent [illegible], the Investor shall not be deemed to be an Affiliate of any of the Debtor or any of the Debtor's Subsidiaries [illegible]

"Financial Records" shall have the meaning ascribed to such term under the Financial Records [illegible]

"Alternative Dispute Resolution Agreement" means an agreement in the form attached to and forming part of the Contract and each of the Letters, covering not less than the [illegible] payment of the Company's Receipt by the Company, on the Failure, in the Relevant Proportion, half (½) the [illegible] of the Failure Fee by the Failure to the Secretary, which shall be in a form the end in [illegible] (the "Dispute Resolution Agreement").

"Aggregate Investment Amount" means the aggregate of [illegible] Investment Commitment, and [illegible] Subscription Amount;

"Agreement" means this Investment Agreement, including [illegible] Schedules and Annexures, as [illegible] or supplemented from time to time in accordance with its terms;

"Anti-Corruption Law" means the Foreign Corrupt Practices Act of 1977, as amended, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, as amended, any other anti-bribery laws applicable to any of the Parties, and what's applicable, legislation enacted for combatting bribe and corruption, implementing the OECD Convention combatting bribery of foreign officials in International Business Transactions;

"Anti Money Laundering Laws" means anti-money laundering laws applicable to any of the Parties, the Shares, the Prevention of Money Laundering Act 2002, as amended, the U.S. Currency and Foreign Transactions Reporting Act of 1970, the U.S. Money Laundering Control Act of 1986, as amended, and any related or similar rules, regulations or guidelines, issued by any Governmental Authority;

"Applicable Law" or "Law" means any constitution, treaty, legislation, statute, ordinance, [illegible], rule, [illegible], decree or regulation, or any [illegible] of any Governmental Authority, guideline, policy, requirement, tax, [illegible] or any other governmental restriction or any order of [illegible] or judgment or any [illegible] or any [illegible] or any [illegible]

[illegible]	[illegible]	[illegible]	[illegible]

"Big Six" [illegible] (PRNG) [illegible] Double Blind Immunity, [illegible] Trial, or any of their [illegible] or authority permission for [illegible] the institutions of the Institutes of National Health and of India.

"Board" [illegible] with [illegible] in [illegible].

"Business" [illegible] by the Company as of the Execution Date, [illegible] in the [illegible] of [illegible] of the Business.

"Business Day" [illegible] (Delhi time) [illegible] (India).

"Business Information" [illegible] Schedule 3 [illegible].

"Change [illegible]" [illegible] in [illegible] [illegible] [illegible].

"Class A Shares" [illegible] Shares, [illegible] Shares, [illegible] Shares,

[illegible] Rights; disclosures of rights; or misuse) (c) underlying title any property of any person [illegible] the Company by failing negligent, negligently, negligently, disregarding, [illegible] [illegible], infringement [illegible], or other conflict or liability arises; (d) any [illegible] [illegible] DOCUMENTS; (e) any [illegible] [illegible] [illegible]

"[illegible]" means [illegible] [illegible] [illegible]

"Dividends Receivable Statement", means a [illegible] Financial Statements of the Company as of the Valuation Date, [illegible] to the Sellers;

"Final Valuation Certificate", means a certificate issued from a registered valuer or independent chartered accountant affiliated to the Big Six and the value of the Sale Shares in the manner mentioned at clause [illegible];

"[illegible] the Foreign Exchange Management Act, 1999 [illegible] in force and all rules, notifications and statutory requirements in connection therewith;

"Financial Indebtedness" means any indebtedness for or in respect of:

(a) moneys borrowed, liabilities with respective underlying [illegible] moneys borrowed or in connection with such borrowing;

(b) any amounts raised by acceptance under any acceptance credit facility, acceptance [illegible] discounting facility or dematerialised equivalent;

(c) any liability relating payments for any item purchased, rental or hire value of fixtures, [illegible] payment or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with applicable Accounting Principles, be treated as a liability on a balance sheet;

(e) [illegible];

(f) any guarantee, indemnity;

(g) [illegible] for any default of any person or property or [illegible];

(h) any [illegible] under any of the transaction (including, any [illegible] sale or purchase agreement having the same) or any [illegible] of a [illegible];

(i) any [illegible] transaction, a transaction with [illegible] against its [illegible] fluctuation of any rate or price including any credit [illegible] or [illegible] [illegible], and in calculating the value of any [illegible] transaction, only the [illegible] shall be taken into account;

(j) [illegible] the provisions of [illegible] (including the [illegible]);

(k) any security deposit (including [illegible] [illegible] of any part of the [illegible]);

(l) [illegible] of any [illegible] [illegible] or any [illegible] [illegible] or [illegible] any other arrangement similar;

(m) all [illegible], [illegible], guarantees, [illegible] and suretyship of any of the [illegible], and to the amount of any [illegible] of the [illegible] or [illegible] for any of the [illegible];

[illegible]

"Successful Tenderer(s)" means the lowest or highest quality and technically acceptable price bidder determined by [illegible] in the [illegible], together with all [illegible] which may be required to be provided to the Successful Tenderer under Applicable Law;

"Tender Form" means the [illegible] Form [illegible] of the [illegible] on [illegible] 20[illegible] [illegible] (as amended) [illegible];

"Tying Transactions" means, in relation to any transaction or series of transactions [illegible] [illegible] of the Company, that the total consideration payable for the entire transaction or series of transactions, [illegible] [illegible] [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

[illegible]

(a) [illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

"Order" means an order, decree, judgment, decree, ruling, or award of a court, arbitrator, or other judicial or quasi-judicial tribunal or agency.

"Partial Program" means carrying out a Force Majeure Event affecting the performance of the existing structures at the Project Land but a period of at least [illegible] months. [illegible] Force Majeure Event and to a reasonable extent with Reasonable Use, after notification, are the failure or delay caused by any Force Majeure Event (excluding [illegible]).

"Permit" means any material permit, consent or authorisation, licence, registration, [illegible] (including [illegible]), [illegible], [illegible], [illegible],

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

"[illegible]" [illegible]

#	NAME OF SELLER	NAME OF THE BANK AND BRANCH DETAILS	TYPE OF BANK ACCOUNT	BANK ACCOUNT NUMBER AND IFSC CODE
1	[illegible]	Bank: [illegible] [illegible] [illegible] [illegible]	[illegible]	[illegible] [illegible] [illegible]

"[illegible]" [illegible]

#	NAME OF SELLER	NAME OF THE BANK AND BRANCH DETAILS	TYPE OF BANK ACCOUNT	BANK ACCOUNT NUMBER AND IFSC CODE
1	[illegible]	Bank: [illegible] [illegible]	[illegible]	[illegible] [illegible]

#	[illegible]	[illegible]	[illegible]	[illegible]
		[illegible]		[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

"[illegible]" [illegible] 1,000,000 [illegible] Each A OCDs.

"[illegible]" [illegible] INR [illegible] [illegible]

"[illegible] [illegible]" [illegible] [illegible] [illegible]

"[illegible] [illegible] [illegible]" [illegible] [illegible] [illegible]

[illegible]

"The Agreement" means the [illegible] set forth in Paragraph [illegible] of Part [illegible] of SCHEDULE [illegible] to this [illegible] and [illegible];

"Company agreement" means any lease, deed, [illegible] agreement, [illegible] or pre-[illegible] agreement executed for the Company and relevant to [illegible] the Private Land;

"Data Party" means a [illegible] company or any [illegible];

"Encumbrance" means the [illegible] (or [illegible]) or affected by [illegible] in this agreement or the [illegible] (collectively);

"Transaction Documents" means, collectively, this Agreement, the [illegible] Deed of Assignment, Tripartite Agreement, and any other Agreement or document designated in writing by a Transaction Document as a Transaction Document;

"Transfer" (including, with correlative meanings, the terms "Transferred" and "Transferrable") means to directly or indirectly transfer (sell, assign, novate, [illegible] or hold [illegible] otherwise), exchange, gift or transfer by operation of applicable law or in any other way, whether or not [illegible];

"Transfer Deed" means a [illegible] (Electronic Transfer Form) [illegible] [illegible] in the NSW [illegible];

"VAT" means the [illegible];

"Wet Order" [illegible] of the Land Titles Office, [illegible];

"Warranties" means the representations and warranties provided by any Seller in this Agreement [illegible] SCHEDULE [illegible] (Representations and Warranties);

1. Additional Defined Terms

For purposes of this Agreement, the following terms have the meanings specified in the [illegible] Agreement:

[illegible]	[illegible]
Base Purchase	[illegible]
[illegible]	[illegible]
[illegible]	Paragraph [illegible], [illegible]
[illegible]	Paragraph [illegible], [illegible]

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
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[illegible]	[illegible]
[illegible]	[illegible]

[illegible]

[illegible]

(illegible)

(a) [illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

(f) References to Recitals, Clauses, Annexures, Paragraphs, Parties and Schedules are to Recitals, Clauses, Annexures, Paragraphs of, Schedules, Parties and Schedules of, non-appointment, as all attach from a copy of this Agreement;

(g) [illegible]

(h) [illegible]

(i) [illegible]

(j) [illegible]

(k) [illegible]

(l) [illegible]

(m) References to any document include an indemnity or supplement, or modification or variation of, that document, but disregarding any amendments, supplements, modifications or variations in breach of this Agreement and only to the extent necessary;

(n) References to "[illegible]" includes a [illegible] [illegible] "[illegible]" is an [illegible] [illegible];

(o) [illegible] Agreement is [illegible] [illegible] (the "[illegible]"). Words in italics which have the meaning assigned to them in such definitions throughout this Agreement, unless the context is inconsistent or the meaning assigned from the context;

(p) the expression "[illegible]" in relation to any [illegible] [illegible] [illegible]

knowledge of Buyer Facility's and its consultants's or its [illegible] that, and actually would cause [illegible] [illegible] [illegible]

[illegible] | SHARE CAPITAL AND DEBENTURES OF THE COMPANY

PART A – SHARE CAPITAL OF THE COMPANY

[illegible]	[illegible]	[illegible]		[illegible]	
		[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	

[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

[illegible] [illegible] [illegible] [illegible] [illegible]

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

[redacted]

1. [redacted]

2. [redacted]

3. [redacted]

4. [redacted]

5. [redacted]

6. [redacted]

7. [redacted]

   (a) [redacted]

   (b) [redacted]

   (c) [redacted]

8. [redacted]

9. [redacted]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] The Seller 1 shall have sold the entire Shares to, and the Purchaser shall have effectively taken Bulk transfer under relating such the MSDC's approval to the assignment of the MSDC Loan issued by Seller 1 in favour of the Company ("MSDC Loan") pursuant to the warrant letter 1M dated [illegible] (the "MSDC Warrant") [illegible] by MSDC;

[illegible] Seller 1 shall have paid the entire stamp duty and registration charges on the MSDC Deed of assignment; and the Company and Seller 1 shall have procured the entire statutory and additional MSDC board approvals;

[illegible] The Seller shall procure that Seller 1 [illegible] shall be liable, or liable of the [illegible] [illegible] to the MSDC Deed of Assignment or the [illegible] of the MSDC Loan Deed, and to be [illegible] the [illegible] of the underlying obligations of the Project Land. It is [illegible] that the [illegible] [illegible] [illegible]

[illegible] [illegible] OF THE OF [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Re: [illegible], Subscription and Purchase Agreement dated [illegible] ("[illegible]") [illegible] and allocation [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

ADDENDUM VII: ACTIONS ON CLOSING DATE

On the Closing Date, each of the Shareholders and the Investor shall:

1. [illegible]

2. The Seller shall deliver to the Investor a [illegible] stating such [illegible] shares [illegible] are exactly lying in the Bank Accounts of the Company as of the Closing Date.

3. The Investor shall deliver to the Shareholder Representative of the Company, [illegible] by way of a pay order [illegible] Bank Account [illegible] Closing Date.

4. [illegible] "Escrow Bank") [illegible] Escrow Account.

5. [illegible] Investor's disposition.

6. The Seller [illegible] Investor's [illegible] Subscribed Shares.

7. The Seller [illegible] Subscribed Shares.

8. The Seller [illegible] Subscribed Shares.

9. The Investor shall procure and cause to the Company [illegible] of the Subscribed Shares on the Issue Date (the "Issuance Statement"), according to this [illegible].

10. The Seller [illegible] and cause the Company to [illegible] of its Board [illegible] following items:

    (a) [illegible] Company [illegible] Investor [illegible] Company [illegible];

    (b) [illegible] Subscribed Shares in the [illegible] Company [illegible].

(c) [illegible]

(d) [illegible]

(e) [illegible]

(f) [illegible]

(g) [illegible]

(h) [illegible]

1.13 [illegible]

1.14 [illegible]

(a) [illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

1.15 [illegible]

(a) [illegible]

(b) [illegible]

(c) [illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

[illegible] XII. | CONDITIONS SUBSEQUENTS

1. [illegible]

2. [illegible]

3. [illegible]

SCHEDULE [illegible] REPRESENTATIONS AND WARRANTIES

PART A | FUNDAMENTAL WARRANTIES

1 [illegible]

1.1 The Sellers and the Company are duly incorporated [illegible] and validly [illegible] the laws of [illegible].

1.2 The Sellers and the Company have the power [illegible] this Agreement and the other Transaction Documents [illegible] any of them is a party [illegible] and thereby.

1.3 This Agreement, when [illegible], will have been duly and validly executed by the Sellers and the Company and constitutes an [illegible], [illegible] valid and binding obligations, enforceable against each of them in accordance with the terms of this Agreement.

1.4 The execution, delivery and performance by the Sellers and the Company of this Agreement does not and other Transaction Documents to which any of them is a party and the transactions contemplated hereby or thereby, are not and shall not:

(a) [illegible] in the country of the Executive [illegible] or constitute a default, or cause or deemed to be a default [illegible] any [illegible] or any [illegible] rights of acceleration, requirement [illegible] all indebtedness or any [illegible] rights of acceleration, requirement [illegible] or constitute an event of default under any of the following:

(i) any of Joint Venture Documents (where applicable);

(ii) any [illegible] to which any of them is a party;

(iii) any [illegible] of Approval [illegible] which any of them is subject, or

(iv) any Applicable Law; and

(b) [illegible] in view of bankruptcy, insolvency, [illegible] or [illegible] or other Approvals [illegible] the performance of [illegible].

1.5 [illegible] the Sellers and the Company are [illegible] in [illegible] as [illegible] [illegible] [illegible]

[illegible]

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]

[illegible]

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]

[illegible] They also including partner's [illegible] [illegible] [illegible]

S.	NAME OF SHAREHOLDER	NO. OF SHARES HELD AT THE BEGINNING OF THE YEAR (01.04.2021)	% CHANGE DURING THE YEAR (01.04.2021 TO 31.03.2022)
1.	[illegible]	[illegible]	[illegible]
2.	Ms. [illegible] (Nominee of [illegible] Pvt. Ltd.) (Formerly [illegible])	[illegible]	[illegible]
3.	Mr. [illegible] (Nominee of [illegible] Pvt. Ltd.) (Formerly [illegible])	[illegible]	[illegible]
4.	Mr. [illegible] (Nominee of [illegible] Pvt. Ltd.) (Formerly [illegible])	[illegible]	[illegible]
5.	Mr. [illegible] (Nominee of [illegible] Pvt. Ltd.) (Formerly [illegible])	[illegible]	[illegible]
6.	Mr. [illegible] (Nominee of [illegible] Pvt. Ltd.) (Formerly [illegible])	[illegible]	[illegible]
	Total	[illegible]	[illegible]

(iv) Other 3 and Other 4 are in consideration with the provisions of [illegible] of the Companies Act, 2013.

(v) No litigation, proceeding (including regulatory proceeding) has been initiated, pending and/or is threatened before any Governmental Authority in which an order, decree or award is issued or in danger to be issued which may result in imposition of any penalty on the Promoter or the Listed Entity or the Project Office.

(vi) Compliance with Anti-Corruption Laws, Economic Sanctions and Money Laundering Laws:

(a) None of the Group, the Company, or any of their respective officers, directors, employees, agents, affiliates, or shareholders is currently the subject or target of any sanctions administered or enforced by the United States Government, including, without limitation, the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC"), or any other relevant sanctions authority (collectively, "Sanctions"), nor is the Company located, organized or resident in a country or territory that is the subject or target of Sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea and Syria) (each, a "Sanctioned Country").

[illegible]

[illegible]

[illegible]

immediately after Closing) shall be true, accurate, not misleading in all respects and not omitted [illegible] of the Closing Date (Fundamental Warranty).

[illegible] Any liquidity secured at the Company against the [illegible] and shall be [illegible] or encumbrance or any or rights and [illegible] or affecting any share Equity Securities or a right [illegible] any Person to be entitled to any such Encumbrance.

[illegible] There is no [illegible] in connexion [illegible] pending and to the Vendors' knowledge.

[illegible] There are no agreements or commitments outstanding which will for the [illegible] of any Equity Securities of the Company or [illegible] any Person the right to call for the issue of any such Equity Securities.

[illegible] All shares certificated and dematerialised issued in the Company and [illegible] a member of the Company are duly authorised and issued in compliance with the provisions of the Act.

[illegible] INCLUDING CCCS [illegible] ISSUED AND FULLY PAID. No Person has any right of [illegible] or [illegible] in the Shares or any unissued shares and all other [illegible] CCCS.

[illegible] There are no [illegible] in any Equity Securities.

[illegible] Debt Securities

[illegible] The Notes are the [illegible] and [illegible] of the Sale Shares [illegible] [illegible] [illegible]

[illegible]

[illegible]

4.8 [illegible]

5 [illegible]

5.1 [illegible]

5.2 [illegible]

5.3 [illegible]

5.4 [illegible]

5.5 [illegible]

6 [illegible]

6.1 [illegible]

6.2 [illegible]

6.3 [illegible]

7 [illegible]

7.1 [illegible]

7.2 [illegible]

7.3 [illegible]

7.4 [illegible]

8 [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

10.8 The Subscription process of Seller 2 and the sale of Seller 2 on a going concern in favor of Sterlite Technologies Private Limited was conducted strictly in accordance with the applicable provisions of company and bankruptcy laws and was carried out in compliance with all applicable rules, regulations, concepts, guidelines thereunder.

10.9 [illegible] Promoters have not been aware of any illegal or unfulfilled actions in the development of Seller 2 as a going concern, including but not limited to making payments of pending membership/[illegible] payments to [illegible] [illegible] or [illegible] in accordance with applicable laws.

10.10 The sale certificate issued by the Registrar is a valid and legally enforceable instrument under law. Sterlite Technologies Limited will rightful, valid and effectual interest in Seller 2 as a going concern in terms of Sterlite Technologies Private Limited. The said certificate has been [illegible] and is valid as per applicable laws.

10.11 The purchase consideration paid by Sterlite Technologies Private Limited for the acquisition of Seller 2 has been distributed in full. Neither any [illegible] of Seller 2 is inconsistent with applicable laws.

10.12 All employees' salaries and benefits including the salaries to the [illegible], such as [illegible], [illegible], wages, benefits and payables to the workers or Subsidiary of the Sterlite Technologies Limited in connection therewith or otherwise under applicable laws have been fully paid.

11. Gross Fixed Assets

The gross [illegible] in Sec [illegible] annual statements of [illegible] (the "Gross Fixed Assets") [illegible] Rs 1,212,000,000 (Indian Rupees One Billion Two Hundred Fifty Five Million)

[illegible]

1. Project Land

1.1 [illegible]

1.2 [illegible]

1.3 [illegible]

1.4 [illegible]

1.5 [illegible]

1.6 [illegible]

1.7 [illegible]

1.8 [illegible]

1.9 [illegible]

1.10 [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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[illegible]

[illegible]

[illegible]

5.39 [illegible]

5.40 [illegible]

5.41 [illegible]

5.42 [illegible]

5.43 [illegible]

[illegible] | [illegible]

1. **[illegible]**

1.1 [illegible]

2. [illegible]

2.1 [illegible]

2.2 [illegible]

2.3 [illegible]

3. **[illegible]**

[illegible]

4. [illegible]

4.1 [illegible]

4.2 [illegible]

4.3 [illegible]

4.4 [illegible]

5. **[illegible]**

5.1 [illegible]

(iii) [illegible]

(iv) [illegible]

(v) [illegible]

(vi) [illegible]

[illegible] [illegible]

[illegible] [illegible]

5. [illegible]

5.1 [illegible]

5.2 [illegible]

5.3 [illegible]

5.4 [illegible]

5.5 [illegible]

5.6 [illegible]

6. [illegible]

6.1 [illegible]

7.2 [illegible]

8. [illegible]

8.1 [illegible]

8.2 [illegible]

8.3 [illegible]

9. [illegible]

9.1 [illegible]

9.2 [illegible]

9.3 [illegible]

10. [illegible]

10.1 [illegible]

10.2 [illegible]

10.3 [illegible]

10.4 [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

12.1 [illegible]

12.2 [illegible]

12.3 [illegible]

(a) [illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

(f) [illegible]

12.4 [illegible]

12.5 [illegible]

12.6 [illegible]

13. [illegible]

13.1 [illegible]

13.2 [illegible]

13.3 [illegible]

14. [illegible]

14.1 [illegible]

[illegible]

(a) [illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

(f) [illegible]

(g) [illegible]

(h) [illegible]

(i) [illegible]

(j) [illegible]

(k) [illegible]

(l) [illegible]

(m) [illegible]

(n) [illegible]

(o) [illegible]

(p) [illegible]

(q) [illegible]

(r) [illegible]

(s) [illegible]

(t) [illegible]

(u) [illegible]

(v) [illegible]

(w) [illegible]

(x) [illegible]

(y) [illegible]

(z) [illegible]

(aa) [illegible]

(bb) [illegible]

(cc) [illegible]

(dd) [illegible]

(ee) [illegible]

(ff) [illegible]

(gg) [illegible]

(hh) [illegible]

(ii) [illegible]

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(bbb) [illegible]

(ccc) [illegible]

(ddd) [illegible]

(eee) [illegible]

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(jjjjjj) [illegible]

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(rrrrrr) [illegible]

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(yyyyyy) [illegible]

(zzzzzz) [illegible]

[illegible] REPRESENTATIONS AND WARRANTIES

1. [illegible] Capacity and Authority

1.1 The Indemnitor [illegible] under the laws of [illegible]

1.2 The Indemnitor [illegible] Indemnitee [illegible] Agreement and this other Transaction Documents [illegible] (i) [illegible] (ii) [illegible] (iii) [illegible] (iv) [illegible] (v) [illegible] (vi) [illegible] (vii) [illegible] (viii) [illegible] (ix) [illegible] (x) [illegible] (xi) [illegible] (xii) [illegible] (xiii) [illegible] (xiv) [illegible] (xv) [illegible] (xvi) [illegible] (xvii) [illegible] (xviii) [illegible] (xix) [illegible] (xx) [illegible] (xxi) [illegible] (xxii) [illegible] (xxiii) [illegible] (xxiv) [illegible] (xxv) [illegible] (xxvi) [illegible] (xxvii) [illegible] (xxviii) [illegible] (xxix) [illegible] (xxx) [illegible] (xxxi) [illegible] (xxxii) [illegible] (xxxiii) [illegible] (xxxiv) [illegible] (xxxv) [illegible] (xxxvi) [illegible] (xxxvii) [illegible] (xxxviii) [illegible] (xxxix) [illegible] (xxxx) [illegible] (xxxxi) [illegible] (xxxxii) [illegible] (xxxxiii) [illegible] (xxxxiv) [illegible] (xxxxv) [illegible] (xxxxvi) [illegible] (xxxxvii) 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[illegible]

2. [illegible]

2.1 [illegible]

2.2 [illegible]

2.3 [illegible]

2.4 [illegible]

2.5 [illegible]

2.6 [illegible]

2.7 [illegible]

2.8 [illegible]

3. [illegible]

3.1 [illegible]

3.2 [illegible]

3.3 [illegible]

3.4 [illegible]

[illegible]

3.3 Upon your receipt of the Initial OFDs (or the Initial Lots), the Investor will buy the sole legal and beneficial interest in the Initial OFDs, and will be beneficially as the sole owner of the Initial OFDs.

3.4 [illegible]

3.5 [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] Agreement dated [illegible]

[illegible]

[illegible]

[illegible]

[

[illegible]

[illegible] [illegible]

To

[illegible]

[illegible] [illegible]

[illegible] [illegible]

Re: [illegible] under the Condition Subscription and Purchase Agreement dated [illegible] [illegible]

Dear [illegible],

[illegible]

[illegible]

1. [illegible]

2. [illegible]

3. [illegible]

4. [illegible]

5. [illegible]

The provisions of [illegible] [illegible] [illegible] [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

[illegible]

[illegible]

The Class A CDIs [illegible] by the Company to the Holders, as [illegible] of any Agreement, shall be subject to the rights and privileges [illegible] in this Agreement. The terms and conditions applicable to the CDIs [illegible] by the Holders of the Class A CDIs [illegible] the Class A CDIs. Capitalized terms used in this [illegible] shall have the meanings ascribed to such terms in the Agreement.

1. **Rights**

[illegible] Class A CDIs [illegible] Ordinary Shares [illegible].

2. **[illegible]**

The Class A CDIs shall [illegible] and [illegible] obligations of the Company. The Class A CDIs shall be [illegible] Transferred [illegible] the Class B CDIs.

3. **Agreement**

Upon receipt by the Class A CDI Holder of a notice of a Liquidity Event from [illegible] of the Class A CDIs, which notice is to be [illegible] up to a maximum period of 60 [illegible] days from the date of receipt of the Class A CDIs, at the time [illegible] of the Company.

4. **Dividends**

The Class A CDIs [illegible] dividends [illegible] [illegible] any [illegible] [illegible] per ordinary share [illegible] the fair value of the Class A CDIs.

5. **Redemption**

(1) **[illegible]**

(a) [illegible]

(i) [illegible] the Redemption Conditions within 30 [illegible] (the "Opening Date") [illegible] the Holder does not exercise the Class A CDIs from the Class B CDI holder in the relevant set out in Schedule [illegible] of Indian CDIs, then the Class A CDI Holder shall, subject to the terms [illegible] Company [illegible] the Company [illegible] Redemption Amount [illegible] Redemption Amount [illegible] Schedule 3 (Purchase or Redemption of Indian CDIs), in accordance with the procedure set in Clause 5 (Purchase or Redemption of Indian CDIs) [illegible].

(ii) [illegible] the Company [illegible] Redemption Amount [illegible] Redemption Date [illegible] Class A CDIs from the Class B CDI Holder in the manner set out in Clause 5 (Purchase or Redemption of Indian CDIs), then the Class A CDI Holder shall, [illegible] the Company [illegible] the Company [illegible] the Class

[illegible]

[illegible]

(iii) [illegible]

(a) [illegible]

(b) [illegible]

(c) [illegible]

[illegible]

(iii) [illegible]

[illegible]

(iii) [illegible]

(i) [illegible]

[illegible]

(ii) [illegible]

[illegible]

(iii) [illegible]

[illegible]

[illegible]

(b) [illegible]

(i) [illegible]

(ii) [illegible]

(iii) [illegible]

(iv) [illegible]

(v) [illegible]

(vi) [illegible]

(vii) [illegible]

[illegible]

(i) [illegible]

(ii) [illegible]

7 Voting Rights

[illegible]

[illegible]

[illegible] Taxes

The Class A CDI Issuer shall be responsible for all Taxes payable on Shares and any [illegible] Taxes, as per Applicable Law, on the payment of [illegible] Class A CDI Holder.

[illegible] Transferability

(a) The holders of Class A CDIs shall not be entitled to Transfer and/or Dispose of any Class A CDI.

(b) The Number of the underlying Class A Shares that are the entitlement to be [illegible] any Underlying Equity Shares.

(c) The holders of the Convertible Equity Shares shall not be entitled to utilizing Convertible Equity Shares to any Person ("Prospective Purchaser") unless provided a right of first refusal to acquire the Convertible Equity Shares by accepting a prior offer from such a third party on the terms set forth in Paragraph [illegible] of the [illegible] ("Terms and Conditions of Class A CDIs") ("MFN Notice"), upon receipt of which the Company will have 45 [forty five] days (the "MFN Acceptance Period"), provided the sale of the Convertible Equity Shares is likely as a transaction [illegible] that is not subject to [illegible] Prospective Purchaser seeking to transaction charge and/or any representations or any warranties, to the company's satisfaction, acting reasonably, including in relation to the Prospective Purchaser and/or its Affiliates not being in violation or potential violation of Anti-Corruption Laws, Sanctions Laws and Anti-Money Laundering Laws, and (iii) a Prospective Purchaser not being an Affiliate of a holder of Ordinary Equity Shares. In addition, all Shareholders hereby shall have the right to exercise the right of refusal pursuant to [illegible], either by itself or through its nominee.

(d) The MFN Notice is to be issued by the Holder in the Company Assets, [illegible] (collectively, the "MFN Offer") to the Company and shall:

(i) [illegible] of the Prospective Purchaser;

(ii) the price and terms of the proposed Transfer;

(iii) the proposed date of consummation of the proposed sale of the Convertible Equity Shares to the Prospective Purchaser;

(iv) a representation that the Prospective Purchaser has been made aware that the Transferor has a right of first refusal; and

(v) all other material and relevant terms of the proposed sale.

The MFN Offer shall be deemed to be an irrevocable and unconditional binding offer for the MFN Offeror to the Company which shall be open for acceptance by the Company at any time within the MFN Acceptance Period (and if so accepted by the Company, the MFN Offeror shall be bound by such acceptance and the Designated Shareholder (as hereinafter defined) shall be subject to the MFN Notice). The "MFN Offeror" and the Company are hereinafter collectively referred to as the "MFN Parties".

[illegible]

(B) Miscellaneous

(a) [illegible]

(b) [illegible]

[redacted]

[redacted]

[redacted]

[illegible]

(vii) [illegible]

4. [illegible]

(a) [illegible]

[illegible]

(b) [illegible]

[illegible]

(c) [illegible]

(i) [illegible]

(ii) [illegible]

(iii) [illegible]

(iv) [illegible]

(d) [illegible]

[illegible]

5. [illegible]

[illegible]

8 [illegible]

The Class B [illegible] [illegible] [illegible]

10. [illegible]

1. **[illegible] Cap.**

The total liability of the Indemnifying Persons to the Indemnified Persons in connection [illegible] shall not exceed an amount equal to the [illegible] (including Tax [illegible]) actually received by the Indemnifying Persons.

2. **[illegible] Claims.**

The Indemnifying Persons shall not be liable in respect of any Claim in respect of a breach of [illegible] Warranty if the Indemnified Claim Notice has been delivered to us on behalf of the Indemnified Persons [illegible] the Indemnifying Persons:

(a) [illegible] Claim [illegible] Warranty [illegible] Closing access;

(b) [illegible] Claim [illegible] Tax [illegible] Closing [illegible] days [illegible] Indemnified Loss [illegible];

(c) [illegible] Claim [illegible] Warranty [illegible] Tax [illegible].

[illegible] Claim [illegible] Indemnified Persons [illegible] Claims [illegible] Indemnified Persons [illegible].

3. **[illegible] Recovery.**

[illegible] Indemnified Persons [illegible] Indemnifying Persons [illegible] Indemnified Persons.

4. [illegible] Agreement [illegible] Indemnifying Persons [illegible] Claim [illegible] Indemnified Persons [illegible] gross negligence.