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## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No.	: IN-DL81534237273949N
Certificate Issued Date	: 12-Nov-2015 01:49 PM
Account Reference	: IMPACC (IV)/ dl893603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL81534237273949N
Purchased by	: ABHISHEK MISRA
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ABHISHEK MISRA
Second Party	: MANIK THAPAR AND OTHERS
Stamp Duty Paid By	: ABHISHEK MISRA
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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#### SHAREHOLDERS AGREEMENT

This shareholders agreement (hereinafter referred to as the "Agreement") is entered into on this 17<sup>th</sup> day of November, 2015 at New Delhi.

BY AND BETWEEN:

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#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MR. MANIK THAPAR, s/o Mr. Anil Thapar, residing at C-92, Defence Colony, New Delhi 110024 (hereinafter referred to as the "MT" which expression shall unless it be repugnant to the meaning and context thereof be deemed to mean and include his heirs, executors and administrators) of the **FIRST PART**;

AND

MR. ANIL THAPAR, s/o Mr. Anand Swarup Thapar, residing at C-420, Defence Colony, New Delhi- 110024 (hereinafter referred to as the "AT" which expression shall unless it be repugnant to the meaning and context thereof be deemed to mean and include his heirs, executors and administrators) of the **SECOND PART**;

AND

MRS. NIDHI CHOPRA, w/o Mr. Rajneesh Chopra, residing at H-38, Second Floor, Kailash Colony, New Delhi -110048 (hereinafter referred to as the "NC" which expression shall unless it be repugnant to the meaning and context thereof be deemed to mean and include her heirs, executors and administrators) of the **THIRD PART**;

AND

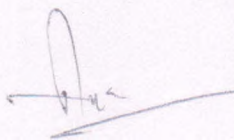
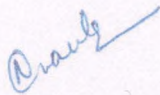
MR. ABHISHEK MISRA, s/o Mr. S.K. Misra, residing at S-334, Pansheel Park, New Delhi 1100 17 (hereinafter referred to as the "AM" which expression shall unless it be repugnant to the meaning and context thereof be deemed to mean and include his heirs, executors and administrators) of the **FOURTH PART**;

AND

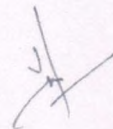
M/s ECOWISE WASTE MANAGEMENT PRIVATE LIMITED, a company incorporated under the laws of India with its registered office at C-92, Defence Colony, New Delhi 110024 through its authorized signatory Mr. Manik Thapar (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **FIFTH PART**

"MT", "AT", "NC", "AM and the 'Company' shall collectively be referred to as the "Parties" and individually as a "Party".

RECITALS:



M.T.



- A. Whereas the Company is *inter alia* engaged in the business of collection, disposal, recycling and management of waste and other purposes and as more specifically detailed in the Memorandum of Association of the Company.
- B. Whereas MT is the chairman of the Company and holds fifty thousand (50000) Equity Shares in the Company equivalent to seventy five percent (50%) shareholding in the Company.
- C. Whereas AT is an individual and holds twenty five thousand (25000) Equity Shares in the Company equivalent to 25% shareholding in the Company.
- D. Whereas NC is an individual and holds seventy five hundred (7500) Equity Shares in the Company equivalent to 7.5% shareholding in the Company.
- E. Whereas AM is an individual and holds five hundred (7500) Equity Shares in the Company equivalent to 7.5% shareholding in the Company.
- F. As on the date of this Agreement, the Company has an authorized share capital of INR 10,00,000 (Rupees Ten Lacs only), divided into One Lakh (1,00,000) Equity Shares of INR 10/- each, and a total issued and paid-up capital of INR 10,00,000 (Rupees Ten Lacs only), divided into One Lakh (1,00,000) Equity Shares of INR 10/- each.
- G. That on the date of execution of this Agreement, the shareholding pattern of the Company as on date stands as below:

S. No	NAME OF THE SHAREHOLDER	NUMBER OF SHARES HELD	PERCENTAGE OF SHARES
1.	MR. MANIK THAPAR	50000	50 %
2.	MR. ANIL THAPAR	25000	25%
3.	MRS. NIDHI CHOPRA	7500	7.5%
4.	MR. ABHISHEK MISRA	7500	7.5 %
4.	MR. VINAY PARKASH	10000	10%

- H. Whereas the Parties hereto, for themselves intend to set forth and record the terms and conditions on which they will regulate their relationship with each other so long as they are the Shareholders of the Company and to record their mutual rights and

*Manik*

*Am M.T.*

*[Signature]*



obligations in relation to the operation, administration and management of the Company, and have decided to execute this Agreement.

**IT IS NOW AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following terms, to the extent not inconsistent with the context thereof, shall have the meanings assigned to them below:

**"Act"** shall mean the Indian Companies Act, 1956 and any amendments thereto or re-enactments thereof, from time to time.

**"Affiliate"** shall mean any Person that is, directly or indirectly, "controlling", "controlled" by, or under "common control" with, any such first referred Person and any officer, director or controlling Person of such Person; and a Person shall be deemed to be "controlling" or in "control" of another Person if such first referred Person, alone or together with one or more of its Affiliates (a) owns, directly or indirectly, more than 50% (fifty percent) of the voting securities of such other Person, (b) has the right or power, directly or indirectly, to appoint a majority of the board of directors or other management body of such other Person, or (c) has the right or power, directly or indirectly, to direct or cause the creation of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise, and the term "common control" shall be construed accordingly;

**"Agreement"** shall mean this shareholders agreement and shall include the schedules, annexes and attachments hereto and as amended by the Parties in writing in accordance with the terms hereof.

**"Applicable GAAP"** in relation to the Company, means the generally accepted accounting practices in India and the accounting standards issued by the Institute of Chartered Accountants of India from time to time.

**"Applicable Law(s)"** shall mean all applicable statutes, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, judgments, directives and orders of any Governmental Authority.

**"Board" or "Board of Directors"** shall mean the board of directors of the Company appointed from time to time by the Parties in accordance with this Agreement, the memorandum of association, the articles of association and the Applicable Law.

*Anand*

*Y. T.*

*X*

**"Business Day"** means a day on which banks are open for normal banking business in India during normal banking hours (excluding Saturdays, Sundays and public holidays), and "Business Days" shall be construed accordingly. Where any act is required to be performed on a particular day pursuant to this Agreement and such day is not a Business Day, such act shall be performed on the next following Business Day.

**"Charter Documents"** means and refers to the certificate of incorporation, memorandum of association, articles of association and any other constitutional documents of the Company.

**"Confidential Information"** shall mean any or all information in respect of the business of any Party or a member of the group of any of them, including, without prejudice to the generality of the foregoing, any ideas, business methods, financial information, prices, business, marketing, development or manpower plans, customer lists or details, trade secrets, which, if disclosed, will be liable to cause harm to the Party, the Company or such client, customer or supplier whose information has been disclosed;

**"Deed of Adherence"** shall mean the deed of adherence substantially in the form set out in Annexure B of this Agreement;


**"Director"** shall mean a director of the Company.

**"Effective Date"** shall be the date of signing of this Agreement.

**"Equity Shares"** shall mean a share of INR 10/- each of the Company.

**"Governmental Authority"** shall mean any government or quasi-government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of or representing the Government of India or any state, municipality, district or other subdivision or instrumentality thereof;

**"Intellectual Property"** includes without limitation patents, trademarks, service marks, trade names, registered designs, copyrights, rights of privacy and publicity; and other forms of intellectual or industrial property, know how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets and any licences and permission in connection therewith, in each and any part of the world and whether or not registered or registerable and for the full period thereof, and all extensions and renewals thereof, and all applications for









registration in connection with the foregoing which are recognised or may be granted under any Applicable Law or anywhere in the world;

"Person" shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organization, arbitrator, board, bureau, hindu undivided family instrumentality, or other entity, enterprise, authority, or business organization;

"Shareholder" shall mean any Person holding shares in the Company;

"Taxes" shall mean, without limitation, all taxes, duties, fees, premiums, assessments, levies and other charges of any kind whatsoever imposed by any Governmental Authority, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof;

1.2 In this Agreement unless the context otherwise requires:-

1.2.1 reference to a Party hereunder shall include such Party's successors, permitted assigns and any persons deriving title under it;

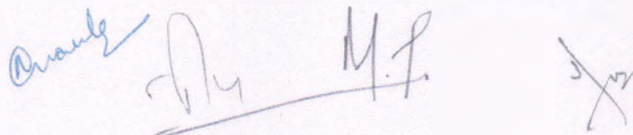
1.2.2 references to any agreement or document including this Agreement shall include such agreement or document as amended, modified, varied, novated, supplemented or replaced from time to time in writing signed by the duly authorized representatives of each Party;

1.2.3 Any reference to any Applicable Law shall be deemed to include a reference to such Applicable Law as is re-enacted, modified or amended from time to time;

1.2.4 the descriptive headings of the clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Clauses;

1.2.5 the terms "hereof", "hereto" and "hereunder" and similar expressions mean and refer to this Agreement and not to any particular clause of this Agreement. The terms "Recital", "Schedule", "Exhibit" or "Clause" mean and refer to the specified Recital of, Schedule or Exhibit to, and Clause of, respectively, this Agreement;

1.2.6 the words "including" and "includes" herein shall always mean "including, without limitation" and "includes, without limitation", respectively; and





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

## 2. BUSINESS OF THE COMPANY

- 2.1 The business of the Company shall be to provide comprehensive waste management services to residential, commercial and industrial entities by collecting, disposing, managing and recycling the waste (hereinafter referred to as "**Business**"). Subject to the Charter Documents, the Company shall undertake such other business as may be approved by the Board from time to time.
- 2.2 It is agreed between the Parties that any and all the present Intellectual Property licensed to the Company is owned by MT and has been licensed to the Company and it is agreed that any future Intellectual Property as created by the Shareholders (including without limitation any improvements and/or modifications to the existing Intellectual Property of the Company) shall absolutely vest with the Company at all times.
- 2.3 Each Party shall utilize its expertise and competency and use its reasonable endeavors to promote and develop the Business of the Company.
- 2.4 Subject to Applicable Law and to the extent consistent with good business practices, the objective of the Company will be to carry on the Business to maximize financial returns to the Company and profits available for distribution, consistent with maintaining high standards of quality for the long-term viability of the Company. The Board shall be guided by, *inter alia*, this general statement when formulating policy with respect to the business decisions of the Company.
- 2.5 The core responsibilities of MT will be as follows:
- Managing and looking after the day to day functions of the Company;
  - Financial planning and investments;
  - Infusions of funds as and when required by the Company;; and
  - Participate in other core Business area of the Company as required by the Company

*Aravind*

*Anu M.T.*

*X*

2.6 The core responsibilities of NC and AM will be as follows:

- Generate business by way of strategic corporate alliances;
- Maximize the media exposure of the Company;
- Assistance in financial planning and facilitating investment for the Company; and
- Advisory and strategic support from time to time

2.7 The Parties agree that, as the business of the Company develops, the cash requirements of the Company for its day-to-day operations shall be met from the paid-up capital and cash flow, but that if additional financing is required, it shall be obtained by way of raising third party debts and/or equity. In the event the Company is not able to raise third party debts or such debts are not adequate to meet the additional financing requirements of the Company, in such an event MT may at his sole discretion contribute capital for additional financing requirements of the Company. It is further expressly agreed between the Parties that at no point in time NC and/or AM shall be required to contribute any capital in the Company. ✓

2.8 It is agreed between the Parties that the Company shall not allot and/or issue fresh shares to any third party without first offering the same to NC and AM, however, any acquisition of shares by MT from Mr. Vinay Prakash shall be excluded. ✓

### 3. MANAGEMENT OF THE COMPANY WITH THE BOARD OF DIRECTORS

3.1 Subject to the Applicable Law, the Charter Documents of the Company and this Agreement, the management of the Company shall rest with the Board of Directors and the Board shall be responsible for the overall direction and supervision of the management of the Company. The Board shall meet periodically to review the performance of the Company. The organization structure of the Company and the division of work and responsibilities among the shareholders and their representatives shall be as finalized and approved by the Board of Directors of the Company from time to time. Subject to the Applicable Law, the salaries, terms of employment and other compensation and benefits of the senior management employees of the Company including the Chairman per annum, shall be as decided by the Board.

#### 3.2 Board of Directors





### 3.2.1 Appointment and removal of Directors

- (i) The Board shall at all time comprise of minimum of two (2) Directors. Currently the Board of the Company comprises of four Directors, and NC and AM shall be entitled to appoint one (1) representative on the Board of the Company whereby the Board of the Company will comprise of five (5) Directors. It is agreed that number of directors shall not change except by an amendment to the articles of association of the Company in accordance with the provision of this Agreement. ✓
- (ii) Except where a Director is required by law to vacate the office, no Director shall be removed during the term for which such Director was elected without the consent of the Shareholder which nominated the appointment of such Director on the Board. Notwithstanding the foregoing, a Shareholder may ask for removal, substitution or recall for any reason, any of the Directors recommended by such Shareholder and such Director shall be bound by the direction of removal, substitution or recall in the event the requisite Shareholder who appointed the Director provides consent. Each Shareholder agrees to cooperate with the other Shareholders in convening a General Meeting of the Shareholders of the Company to effect such removal and to vote in favour thereof, if so required.

### 3.3 Vacancy

In the event a vacancy shall occur for any reason on the Board, each Shareholder agrees to cause the Company to immediately convene a meeting of the Board and endeavour to cause its representatives to exercise their voting rights so as to appoint a replacement to hold office until the date of the next annual General Meeting. The failure to do so shall not constitute a waiver of such right nor shall it prevent the exercise of such right prospectively. Such vacancy shall be filled by an individual who shall be nominated for appointment by the Shareholder that nominated the appointment of the person to be replaced. The new appointee shall hold office up to the date on which the Director in whose place he is appointed would have held office if it had not been vacated but would be subject to reappointment on the expiry of his office.

### 3.4 Board Meetings

- 3.4.1. Subject to the provisions of Applicable Law, a meeting of the Board of Directors shall be held at least once in every three calendar months.

*Aravind*

*AM*

*M.I.*

*S/N*

3.4.2. Minimum five (5) Business Days' notice of each meeting of the Directors shall be given to each Director entitled to attend and the notice shall be accompanied by an agenda and a board paper setting out in such reasonable detail as may be practicable in the circumstances the subject matter of the meeting.

3.4.3. **Quorum for Board Meeting:** Subject to the provisions of Applicable Law, the Parties hereby agree that the quorum for a meeting of the Board of Directors of the Company shall be minimum two (2), provided that no valid quorum shall be constituted without the presence of MT and/or his nominee. In the event that the required quorum as aforesaid is not present at a meeting, then the meeting of the Board shall be adjourned until the same day in the next week at the same time and place and if that day is a public holiday, until the next succeeding day which is not a public holiday and at such adjourned meeting directors present shall constitute a quorum provided that no decision regarding the Reserved Matters shall be taken in such meeting, unless approval in respect thereof has been obtained in writing from the Parties and that items which were not on the agenda for the original Board meeting shall not be considered at such adjourned meeting. ✓

3.4.4. Provided that a quorum is constituted in accordance with Clause 3.4.3, the Parties agree as under:

- (i) save as otherwise provided under the Applicable Law, all resolutions of the Directors shall be decided by majority of the votes cast and each Director shall have one vote. In the case of an equality of votes, the chairman shall have a casting vote;
- (ii) meetings of the Board of Directors will be held at least once in three calendar months;
- (iii) No Reserved Matters specified under **Annexure A**, shall be taken up or passed or resolved in any Board meeting unless the matter has been mutually approved by at least two (2) Directors wherein at least one of the directors is appointed by MT; and ✓
- (iv) subject to the Applicable Laws, the time and venue of a meeting of the Board of Directors will be determined by the Board of Directors

3.4.5. **Resolution by Circulation:** A resolution by circulation, in writing signed by a majority of the Directors shall, subject to the requirements of Applicable Law, constitute a valid decision of the Board, provided that a draft of such resolution was sent to all of the Directors at their usual address together with a copy of all

*Dr. Anand*

*Sh*

*M.T.*

*J.W.*

supporting papers, and provided further that resolutions containing any of the Reserved Matters shall not be passed as a resolution by circulation, but will only be considered for adoption at a meeting of the Board, unless otherwise unanimously agreed in writing by all the Directors.

- 3.4.6. The Parties herein agree that MT shall be appointed as the Chairman of the Board. The Chairman shall be responsible for the overall supervision, control and direction of the Board and shall, subject to such supervision, control and direction, have the authority to manage the business operations of the Company. The Chairman shall not be removed from his position, subject to any statutory disqualification or Applicable Law, unless he voluntarily appoints another chairman in his place.
- 3.4.7. The minutes of each meeting of the Board shall be valid upon signature by the Chairman.
- 3.4.8. The Parties herein agree that MT shall have the power and right to veto or nullify any and all decisions taken by the Board in case such decision relates to: (a) core responsibilities entrusted in MT as provided under Clause 2.5 of this Agreement; or (b) may lead to or cause loss of reputation or depreciation in brand value of the Company in any manner. ✓

#### 4. SHAREHOLDERS' MEETINGS

##### 4.1 Meetings

Meetings of the Shareholders shall be in accordance with the Act and the Articles of Association, and shall be held at the registered office of the Company or at the place designated in the Notice issued by the Company to the Shareholders.

##### 4.2 Quorum

The quorum for a meeting of the Shareholders shall be minimum two (2) i.e. in accordance with the Act, provided that no valid quorum shall be constituted without the presence of MT and/or his nominee. If a quorum as aforesaid is not present, the Shareholders meeting shall adjourn to the same time seven (7) days from the said date. If, however, a quorum as aforesaid is not present, in the adjourned Shareholders meeting, such Shareholders meeting shall thereafter again be adjourned to the same time and place seven (7) days from the said date, and at such third adjourned meeting the Shareholders present shall constitute a valid quorum, if otherwise constituting a valid quorum under the Act, however, no Reserved Matters specified under Annexure A, shall be taken up or passed or resolved in any Shareholders meeting unless the matter has been approved by all the Shareholders. ✓

*Aravind*

*MT*

*M.T.*

*X*



#### 4.3 Shareholder Voting Power & Resolutions

4.3.1 A resolution of the Shareholders, considered at a meeting of the Shareholders shall be adopted with the majority vote of the Shareholders.

4.3.2 Each Party agrees to exercise its voting rights as a Shareholder to fully and effectually implement the spirit, intent and specific provisions of this Agreement, including, without limitation, to support the appointment of a Director proposed for appointment by the Parties. The Shareholders expressly agree and undertake to cooperate with each other in the management, administration and affairs of the Company at all times to exercise their voting rights, or to cause their separate representatives or proxies who may exercise such voting rights on their behalf, at any Shareholders meeting hereunder in a manner that shall give effect to and comply with the provisions of this Agreement. Each Shareholder (as applicable) shall endeavour to ensure that every Director or representative of such Shareholder (as the case may be), while serving as a Director or representative of the Company shall, in the performance of such duties, exercise good faith and the standard of diligence, skill and care required under Applicable Law.

4.3.3 Each Shareholder shall exercise its rights as a Shareholder in the Company in such manner as could reasonably be expected to prevent, and shall not exercise those rights in any manner which could reasonably be expected to result in a breach by the Company of any of its obligations under this Agreement or any restrictions imposed upon it under its Articles of Association (whether or not enforceable against the Company itself).

#### 5. DEADLOCK RESOLUTION

5.1 If a proposal is made in respect of one of the Reserved Matters, but is not approved in accordance with clause 3.4.4., as the case may be, any Shareholder may give written notice to the others that it regards a deadlock situation as having arisen ("Deadlock Notice"). Only one Deadlock Notice may be served in respect of any one proposal.

5.2 Within twenty-eight (28) days of the date of service of a Deadlock Notice, each of the Shareholders shall prepare and send to the others a memorandum stating its understanding of the disagreement, its position in relation to the disagreement, its reasons for taking that position and any proposals for resolving the disagreement.

5.3 If within forty-two (42) days from the date of service of a Deadlock Notice the Shareholders shall have failed to resolve the disagreement, the same shall be

*Charles*

*[Signature]*

*U.I.*

*[Signature]*

resolved by way of mediation of mutually agreed mediator, which shall decide the matter keeping in view the best interest of the Business of the Company.

6. TREATMENT AND TRANSFER OF SHARES

- ✓ 6.1 The Shareholders of the Company shall not, directly or indirectly, transfer and/or create encumbrance upon any equity shares, except in compliance with the terms and conditions set forth in this Agreement. The Company hereby agrees to amend its articles of association in accordance with the provision provided under this Agreement in a manner that no discrepancy exists between the provisions of this Agreement and the provisions of articles of association of the Company with respect to treatment of shares or otherwise.
- 6.2 The Parties hereby specifically agree and understand that the Company and/or the Board of Directors shall at no point in time be entitled to dilute the shareholding of the Shareholders (as provided under clause Recital H) by passing any special resolution and/or restructuring the share capital of the Company on its own or through a board meeting or otherwise, save and except the shareholding of Mr. Vinay Prakash. ✓
- 6.3 A Shareholder may transfer its shareholding in the Company (the "Selling Shareholder"), however, any Shareholder shall not transfer its shares in the Company without first making an offer in writing to sell the same to other Shareholders (the "Other Shareholders") in accordance with the provisions of this clause.
- 6.4 Every offer made by the Selling Shareholding shall state the number of shares being offered for sale (the "Offer Shares"), the price and the terms and conditions at which the Offer Shares are offered (the "Offer Price"). Such offer shall remain open for a period of thirty (30) days from the date of the offer (the "Offer Period").
- 6.5 If the any of the Other Shareholder intends to purchase all or any of the Offer Shares at the Offer Price (the "Intending Shareholder"), it shall notify the Selling Shareholder in writing (with a copy to the Company) within the Offer Period. The Selling Shareholder and the Intending Shareholder shall negotiate in good faith and seal the terms and condition and the Intending Shareholder shall be entitled to purchase the Offer Shares either by itself or through its company and/or an affiliate. In the event where one or more Other Shareholders are interested in purchasing the Offer Shares, it shall be at the discretion of the Selling Shareholder to sell the Offer Shares to such Intending Shareholder who offers the best terms and conditions within the Offer Period.

- 6.6 The transfer of the Offer Shares, accepted by the Intending Shareholder within the Offer Period shall be completed at the registered office of the Company within thirty (30) days from the date of acceptance by the Intending Shareholder.
- 6.7 If the Selling Shareholder does not receive a notice from Other Shareholders in accordance with the provisions as provided herein stating that they are willing to purchase the Offer Shares, the rights of the Other Shareholders to purchase the Offer shares shall cease and Selling Shareholder may sell the Offer Shares to the third party at the same Offer Price and conditions.
- 6.8 Selling Shareholder shall not sell the Offer Shares to any third party:
- (i) for a purchase price less than the Offer Price; or
  - (ii) on terms more beneficial to the third party buyer than those set out in the notice to the Other Shareholders; or
  - (iii) unless the third party has signed a deed of adherence to be bound by the terms of this Agreement and provided it to the Other Shareholders.
- 6.9 The Selling Shareholder must make available for inspection and review, a copy of any agreement with a third party buyer of the Offer Shares to the Other Shareholders not less than seven (7) business days before the sale to that buyer.
- 6.10 Any transfer to the third party pursuant to this clause must be completed within sixty (60) days following the expiry of the Offer Period, failing which the provisions of this Agreement shall again apply to any proposed transfer of shares, and so on from time to time. Notwithstanding the foregoing, before consenting to any transfer of shares to the third party pursuant to the provisions of this clause, the Board shall be entitled to require proof that such transfer was completed at the price and upon the other terms and conditions contained in the third party offer.
- 6.11 Notwithstanding any of the provisions of this Agreement, in the event a shareholder intends (the "Selling Shareholder") to transfer all or any of its shares to a third party, it shall notify the other shareholders (the "Non-Selling Shareholders") of the details of such proposed sale and shall provide the Non-Selling Shareholders with a copy of the offer and acceptance documents. The Non Selling Shareholder shall have a right to participate in the proposed third party sale by providing written notice (the "Tag-Along Notice") to the Selling Shareholder within fifteen (15) business days after the date that the Non-Selling Shareholders receive the Third Party Sale Notice. If any Non-Selling Shareholder provides a timely Tag-Along Notice (a "Tag-Along Shareholder"), such Non-Selling Shareholder shall have the right to sell, at

*Praveen* *AK* *U.T.* *[Signature]*



the same price and upon identical terms and conditions as are to be applicable to the sale of the shares of the Selling Shareholder, all or any part of the securities held by the Non-Selling Shareholder in the Company. If the Tag-Along Notice is not provided by a Non-Selling Shareholder within such fifteen (15) business days, such Non-Selling Shareholder will be treated as having declined to exercise its tag-along rights.

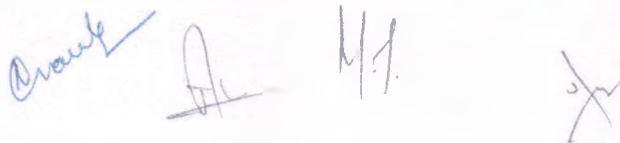
- 6.12 All acceptance notices or other notices under this clause shall be given concurrently to all Shareholders and to the Company.
- 6.13 Any transfer of shares which is in violation of this clause shall not be recognized by the Company or recorded in its Register of Members of the Company.

7. **PERMITTED TRANSFERS**

- 7.1 Notwithstanding any other provision contrary to this Agreement, each Shareholder shall be entitled, after giving notice to the other Shareholders and to the Company, to sell, transfer and assign the shares legally and beneficially owned by it to its Affiliate (hereinafter referred to as the "Permitted Transferee") provided that the Permitted Transferee has entered into a deed of adherence prior to such transaction not to sell, transfer or assign such shares except to another Affiliate of first mentioned shareholder and to be bound by this Agreement as an affiliate of a Party.
- 7.2 Notwithstanding the completion of any sale of the shares by a Shareholder to a Permitted Transferee pursuant to this clause that shareholder shall:
- 7.2.1 not sell, transfer, assign, pledge, charge or in any way dispose of or encumber its shares of the Permitted Transferee;
- 7.2.2 continue to be bound by all the obligations hereunder as if it continued to be a Shareholder of the Company and perform such obligations to the extent that the Permitted Transferee fails to do so; and
- 7.2.3 require that the Permitted Transferee shall re-transfer its shares to such Shareholder upon ceasing to be an affiliate of such Shareholder.

8. **CONFIDENTIALITY**

- 8.1 Except as may be expressly required by the other Party (the "Disclosing Party"), neither Party nor any persons employed or retained by it shall disclose or make available to any third party, any information concerning the terms of this Agreement, or any confidential or proprietary materials to which it may have gained



access, or any information or data concerning any aspect of the Disclosing Party or an affiliate of the Disclosing Party or their operations, existing or future business dealings, programming, or any other information regarding their services unless otherwise required to be disclosed by any laws, rules or regulations or stock exchange. Neither Party nor persons employed or retained by it shall make statements to the press or any media service regarding the other party, or its operations and activities without the other's prior written approval.

8.2 NO INDEPENDENT ANNOUNCEMENT, DECLARATION, DISCLOSURE OR PRESS STATEMENT:

In addition to the restrictions on the disclosure of Confidential Information, neither Party, their officers, employees, agents and representatives shall make any Announcements, declarations or other disclosures relating to their discussions, negotiations, and/or the terms of this Agreement or relationship created herein, or operations / business of the Company without prior written approval of the other party. For the purpose of this Agreement "Announcement" / "Disclosure" / "Declaration" shall, *inter alia*, mean the disclosure to any person/s or entity/ies and/or public at large, by any means including, but not limited to, a press release; a written or oral statement made to the media, trades, publications or any other public audience or unauthorized third party; a written or oral statement published on website(s) or on another internet site or chat room and/or distributed by facsimile, email, voicemail, regular mail, private delivery service, newsletter and/or recorded message.

9. TERM AND TERMINATION

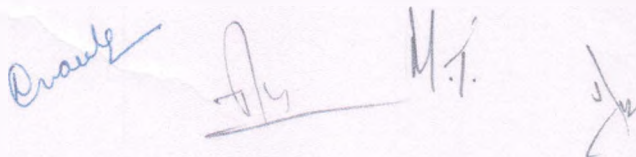
9.1 This Agreement shall come into effect from the date of signing and shall remain in force until terminated in accordance with clause 9.2 below.

9.2 Termination:

9.2.1 **Mutual Termination:** If the Parties mutually agree to enter into a unanimous written agreement to terminate this Agreement or that the Company is wound up on mutually agreed terms and conditions including the distribution of assets of the Company and other consequences of termination.

9.2.2 **Termination on Default:**

(i) In the event that a Party (the "Defaulting Party") commits a material breach of this Agreement including its Affiliate (also a "Defaulting Party"), as the



case may be, commits a material breach of any Agreement to which the Defaulting Party is a party, the other Party (the "Non Defaulting Party") may send written notice to the Defaulting Party notifying the breach ("Default Notice") and requesting the Defaulting Party to remedy such breach.

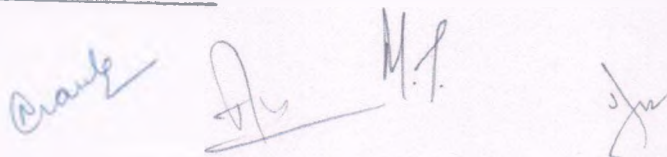
- (ii) If the Defaulting Party fails and/or refuses to remedy the breach notified to it in the Default Notice within thirty (30) days from the date of receipt of the Default Notice (the "Remedy Period"), then the Non Defaulting Party may, within thirty (30) days of the expiry of the Remedy Period, terminate this Agreement by delivering written notice to the Defaulting Party ("Termination Notice").
- (iii) Nothing contained in this clause 9 shall affect the rights of the Parties in law, equity or otherwise.

9.2.3 If any of the Parties commit any act of insolvency and/or the Company goes into liquidation or dissolution or if the Company is placed in the hands of a receiver, trustee, custodian or liquidator, or if a winding up petition is admitted against it, then upon any Party giving written notice of termination, at the option of the Parties, this Agreement shall forthwith terminate.

9.2.4 **Consequences of Termination:**

- (i) In the event of termination of this Agreement, the Company shall have a right to buy-back the shares of such Defaulting Party at par value.
- (ii) Any proprietary information or material in which Intellectual Property rights subsist, belonging to, or originating from a Party, shall be returned to it by the Company, and the other Party or its Affiliate if the same is in its possession or control.
- (iii) Consequent to the termination of the Agreement, the constitution of the Board of Directors of the Company shall be modified in a manner wherein the Non Defaulting Party shall be entitled to remove the nominee director appointed by the Defaulting Party from the Board of Directors of the Company.
- (iv) Any termination of this Agreement shall be without prejudice to any rights and obligations accrued or incurred prior to the date of such termination.

10. **RESTRICTIONS ON THE PARTIES**





10.1 The Parties have agreed and assured each other of the value of the Business and the full benefit of the goodwill of the Business, each Party hereby undertakes and covenants that neither Party nor any of its subsidiaries or group members shall (unless otherwise agreed in writing by the other Party and the Company), during the times specified below, shall:

10.1.1 during the subsistence of this Agreement, whether acting individually or collectively, directly or indirectly, either themselves or through any third party carry on, or be engaged, concerned or interested in, in any capacity, any business or other activity which is similar to or competes with the Business of the Company including any developments in the Business after the date of this Agreement, or any other activity which is carried on by the Parties pursuant to this Agreement nor will they create any new company for any such business or which may prejudice the interest of the Company and the Business as contemplated under this Agreement;

10.1.2 for a period of at least five (5) years beginning on the date on which it ceases to be a shareholder of the Company under this Agreement ("Termination Date"), either on its own behalf or on behalf of any Person, firm or company (including as an employee) directly or indirectly:

- (i) carry on or be concerned, directly or indirectly, engaged or interested in any capacity in any trade, activity or business competing with the trade, activity or Business in which it has been actively engaged or involved pursuant to the terms of this Agreement; or
- (ii) do or say anything which may lead to any Person ceasing to do business with the Company on substantially the same terms as previously (or at all); or
- (iii) deal with or seek the custom of any person, endeavour to entice away from or solicit any person, firm or company who, at the Termination Date, does, or at any time before or after the Termination Date shall have been doing, business with the Company, and who was or is a customer of the Company in relation to the Business before the Termination Date or after it; or
- (iv) employ, engage or induce, or seek to induce, to leave the service or employment of the Company or procure or facilitate the making of any such offer or attempt by any other person, any person who, at the Termination Date or at any time before or after the Termination Date,

*Aravind*

*[Signature]*

*M.T.*

*[Signature]*

shall have been employed in any capacity by the Company (including a director, officer or employee holding an executive or managerial position with the Company), or with whom it has had dealings prior to or after the Termination Date pursuant to the terms of this Agreement; or

- (v) have any dealings with any person, firm or company who was a client, customer, supplier, agent or distributor of the Company in relation to the Business before or after the Termination Date pursuant to the terms of this Agreement.

10.2 Each covenant in clause 10.1 is:

10.2.1 a separate undertaking by each Party and shall be enforceable by each Party separately and independently of its right to enforce any one or more of the covenants in clause 10.1;

10.2.2 given by each Party to the other and to the Company and apply to actions carried out by each Party (or any of its subsidiaries) in any capacity and whether directly or indirectly, on the party's (or subsidiary's) own behalf on behalf of any other person or jointly with any other person; and

10.2.3 considered fair and reasonable by the Parties. If any restriction is found to be unenforceable, but would be valid if any part of it were deleted, or the period or area of application reduced, the restriction shall apply with such modification as may be necessary to make it valid and effective.

10.3 The consideration for the undertakings contained in clause 10.1 is included in the agreed dividend sharing between the Parties.

10.4 If clause 10.1 is breached, the Parties agree that damages alone are not likely to be sufficient compensation, and that injunctive relief is reasonable and is likely to be essential to safeguard the interests of each of the Parties and the Shareholder and that injunctive relief (in addition to any other equitable remedies) may (subject to the discretion of the courts) be obtained:

10.4.1, for the benefit of the Business and the Company (including its Shareholders); and

10.4.2. regarding the duration, extent and application of each of the restrictions no greater than that are necessary for the protection of the interests of each of the Party to this Agreement.



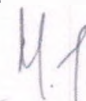
- 10.5 Without prejudice to the above, in no event shall a Party take any action, or enter into any agreement whereby (i) the Company is directly restricted from carrying on or undertaking Business, or (ii) the Company is indirectly, through such Shareholder's ownership interest in the Company, restricted from carrying on or undertaking Business.

11. ACCOUNTS AND AUDIT

- 11.1 The Company will maintain complete and accurate books, records and accounts of its affairs in a transparent manner. Such books, records and accounts will be maintained at all times at the Company's principal place of business or any other place subject to approval of the Board in accordance with Applicable Laws and the same would be made available for inspection to any Party intending to do so.
- 11.2 The fiscal year of the Company will commence from 1<sup>st</sup> April of each year and end on 31<sup>st</sup> March of the next year, unless otherwise determined by the Board.
- 11.3 The auditors of the Company will be appointed, removed and replaced as may be mutually agreed between the Parties and in accordance with the articles of association of the Company and the Applicable Laws.
- 11.4 The Company shall prepare the annual financial statements and have its auditors audit and report on the annual financial statements of the Company. Such financial statements will be prepared in accordance with the applicable GAAP.
- 11.5 The Company shall timely file all required Taxes and other returns and shall maintain and timely furnish to each Shareholder any information required by it for tax purposes, including, but not limited to, for the purpose of filing estimated tax returns.

12. DIVIDEND

- 12.1 To the extent permitted by any applicable Law, and unless the Parties agree otherwise in relation to any particular Financial Year, the Parties shall procure that the Company shall distribute by way of dividend such profits of the Company as may be mutually agreed between the Parties in relation to each Financial Year after the deduction of taxes and extraordinary items as shown in the audited accounts for that Financial Year.
- 12.2 Subject to the Act, the distribution of dividend under this clause 12 in relation to any Financial Year shall be made within fifteen (15) days of the day on which the audited accounts for that Financial Year are made up.





12.3 No dividend shall be declared and/or paid by the Company:

12.3.1 which is prohibited under any Applicable Law;

12.3.2 which would render the Company unable to pay its liabilities as and when they fall due;

12.3.3 the amount of which is reasonably required to be retained as prudent and proper reserves including an allowance for future working capital and capital investments required, such sum to be determined by the Board within three (3) months after the end of the relevant Financial Year;

12.3.4 the amount of which should be retained as proper provision for corporate tax or other tax liabilities or for other actual liabilities of the Company as determined by the Board.

12.4 Any distribution made under this clause 12 shall be made to the Parties in accordance with their proportionate shareholding in the Company.

**13. NOTICE**

Any notice to be served on any of the Party by the other will be considered sufficiently served if, delivered personally and acknowledgement is obtained or if sent via courier or registered acknowledgement post or via telegram to the respective addressee listed at the head of this Agreement. Any notice shall be deemed to have been validly received on the business date of receipt, if served personally or by courier or registered acknowledgement post or telegram.

**14. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with laws of India. The Parties hereby consent to exclusive jurisdiction of the courts at Delhi for any action, suit or proceeding arising out of or relating to this Agreement.

**15. DISPUTE RESOLUTION**

15.1 Negotiation. The Parties shall negotiate in good faith and use reasonable efforts to settle any dispute, difference or claim raised, arising out of or in connection with this Agreement including the construction, validity, execution, performance, termination or breach hereof (a "**Dispute**"). In the event that the Parties are unable to, within fifteen (15) days, to reach a resolution, such Dispute shall be settled by binding arbitration.



15.2 Arbitration The Dispute shall be referred to final and binding arbitration under Arbitration and Conciliation Act, 1996, as amended. Such arbitration shall be held in Delhi. All proceedings of such arbitration shall be in the English language. The Parties shall mutually appoint one arbitrator. The award given by the sole arbitrator shall be final, conclusive and binding upon the Parties.

15.3 Interim Relief. Notwithstanding any other provision of this Agreement, any Party shall be entitled to seek injunctive or other provisional relief from any court of competent jurisdiction at Delhi pending the final decision or award of the arbitrator(s).

#### 16. INDEMNITY AND LIABILITY

16.1 Notwithstanding anything contained herein, the Parties hereby undertake to indemnify and save harmless each other to the fullest extent possible from and against any and all actions, suits, claims, proceedings, orders, costs, damages, fines, judgments, amounts to be paid, whether judicial, non-judicial or statutory from any person in nature relating to or arising as a result of any contravention of any laws, statutory obligations, inaccuracy in or breach of duties and obligations, representations, warranties made herein by it/them.

16.2 It is specifically agreed to by the Parties that, without prejudice to the provisions of Clause 16.1 above, in case of any breach, misrepresentation or false information provided by NC and/or AM herein, NC and/or AM shall indemnify the other Parties towards the same.

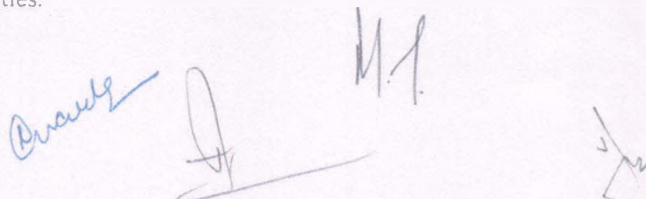
16.3 The provisions of this Clause 16 shall survive any termination and/or expiry of this Agreement and shall also survive any clause of any other subsequent documents executed between the Parties, notwithstanding anything which may expressly or specifically supersede the provisions of this Agreement.

#### 17. ASSIGNMENT

Save as otherwise provided herein, this Agreement shall be binding on and shall enure to the benefit of each Party's successors and permitted assigns, provided that neither Party shall assign any of its respective rights or obligations hereunder without the prior written consent of the other Party.

#### 18. RELATIONSHIP OF THE PARTIES

Nothing herein shall constitute a partnership or employer-employee relationship between the Parties.

The block contains three handwritten signatures in blue ink. The first signature on the left is written in a cursive style. The second signature in the middle is more stylized and elongated. The third signature on the right is also cursive and appears to be a different person's signature.

19. WAIVER

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The waiver by either Party of any right hereunder or the failure to exercise, or any delay in exercising a right or remedy provided by this Agreement or by law, or the waiver of a breach by the other Party, shall not be deemed a waiver of any other right hereunder or of any other breach or failure by such other Party whether of a similar nature or otherwise.

20. COUNTERPARTS

This Agreement may be executed in four (4) or more counterparts, and by each Party on the same or different counterparts, but all of such counterparts shall together constitute one and the same instrument.

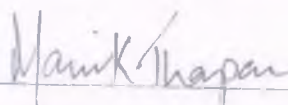
21. AMENDMENT

This Agreement may only be amended, supplemented or modified by execution of an instrument in writing signed by the Parties.

22. ENTIRE AGREEMENT

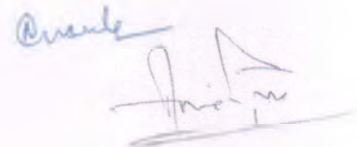
This Agreement, together with annexes and exhibits attached hereto, form an integral part of this Agreement. The Agreement together with all annexes and exhibits constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and all prior agreements, understanding, promises and representations, whether written or oral, with respect thereto are superseded hereby. Each Party confirms that it is not relying on any representations or warranties of the other Party except as specifically set forth herein.

IN WITNESS WHEREOF the Parties have entered (or have caused their duly authorized representatives to enter) into this Agreement to come in force on the Effective Date.

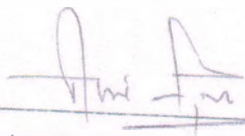
  
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Signed and Delivered on behalf of the within named "MT"

Name: Mr. Manik Thapar







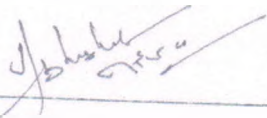
Signed and Delivered on behalf of the within named "AT"

Name: Mr. Anil Thapar



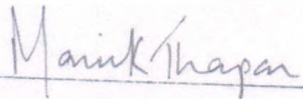
Signed and Delivered by and on behalf of the within named "NC"

Name: Mrs. Nidhi Chopra



Signed and Delivered on behalf of the within named "AM"

Name: Mr. Abhishek Misra



Signed and Delivered on behalf of the within named "Company"

Name: Mr. Manik Thapar

Title: Authorised Signatory

WITNESSES:

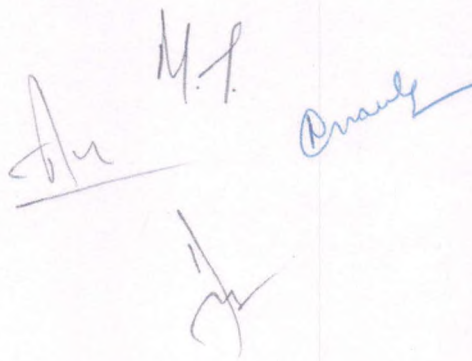
1.

2.

## ANNEXURE A

### [RESERVED MATTERS]

- (i) Any expenditure which is in excess of INR 25,00,000;
- (ii) Transfer of all or substantially the whole of the Company's assets;
- (iii) Appointment or removal of the statutory auditors of the Company;
- (iv) Dissolution of the Company or filing for bankruptcy;
- (v) Declaration of dividends;
- (vi) The introduction or any changes to the name, alias, logo or other branding or identity aspect of the Company;
- (vii) Formation by the Company of any representative office, branch or subsidiary;
- (viii) A change in the number of Directors;
- (ix) Approving any capital or operating lease obligation in excess of INR 1,25,000/-, or such other amount as may be determined by the Board;
- (x) Lending from the Company's assets or in any way committing the Company to lend any of its assets;
- (xi) Obtaining financing or otherwise borrowing in the Company's name or obligating the Company as guarantor, endorser, surety or otherwise pledging the credit of the Company in any way; and
- (xii) Executing or cancelling any mortgage, security interest or similar document or instrument purporting to encumber the real or personal property of the Company.

The block contains several handwritten signatures and initials in blue ink. At the top center, the initials 'M.F.' are written. To the left, there is a signature that appears to be 'Ahu'. To the right, there is a signature that appears to be 'Anand'. Below these, there is another signature that is partially obscured and appears to be 'Anand'.

ANNEXURE B

Deed of Adherence  
[Format]

THIS DEED OF ADHERENCE is made this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

BETWEEN:

1. \_\_\_\_\_ a company incorporated under the laws of India with its office at \_\_\_\_\_ through its authorized signatory [\_\_\_\_\_] or \_\_\_\_\_ an Indian citizen, residing at [\_\_\_\_\_] (hereinafter referred to as the "**Transferor**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART

AND

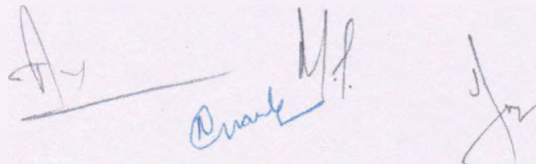
2. \_\_\_\_\_ a company incorporated under the laws of India with its office at \_\_\_\_\_ through its authorized signatory [\_\_\_\_\_] (hereinafter referred to as the "**New Shareholder**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART;

AND

3. \_\_\_\_\_ a company incorporated under the laws of India with its office at \_\_\_\_\_ through its authorized signatory [\_\_\_\_\_] (hereinafter referred to as the "**Existing Shareholder**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the THIRD PART;

AND

4. \_\_\_\_\_ a company incorporated under the laws of India with its office at \_\_\_\_\_ through its authorized signatory [\_\_\_\_\_] (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the FOURTH PART.





This Deed of Adherence is supplemental to the Shareholders Agreement dated \_\_\_\_\_ between (1) \_\_\_\_\_; (2) \_\_\_\_\_; (3) \_\_\_\_\_; (4) \_\_\_\_\_ and (5) M/s Eco Wise Waste Management Private Limited (the "Agreement")

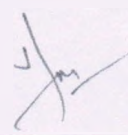
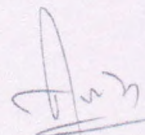
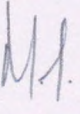
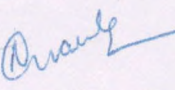
AND WITNESSES as follows:

In consideration of the Transferor having transferred its shares to the New Shareholder, the New Shareholder hereby agrees and undertakes as follows:

1. The New Shareholder hereby confirms that it has been supplied with a copy of the Agreement and the Memorandum of Association and Articles of the Company and hereby covenants with each of the Existing Shareholders to observe, perform and be bound by all the terms of the Agreement and the Articles of the Company which are capable of applying to the New Shareholder to the intent and effect that the New Shareholder shall be deemed with effect from the date on which the New Shareholder is registered as a member of the Company to be a "Party" to the Agreement *ab initio*.
2. The New Shareholder hereby covenants that it shall do nothing that derogates from the provisions of the Agreement or the Articles of the Company.
3. This Deed shall be governed in all respects by the laws of India.
4. Capitalised words and expressions used in this Deed of Adherence but not defined herein shall have the same meaning as in the Agreement.

EXECUTED as a deed on the day and year first hereinabove written

\_\_\_\_\_  
Signed and Delivered on behalf of the within named "Transferor"  
Name:

Signed and Delivered by and on behalf of the within named "New Shareholder"

Name:

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Signed and Delivered on behalf of the within named "Existing Shareholder"

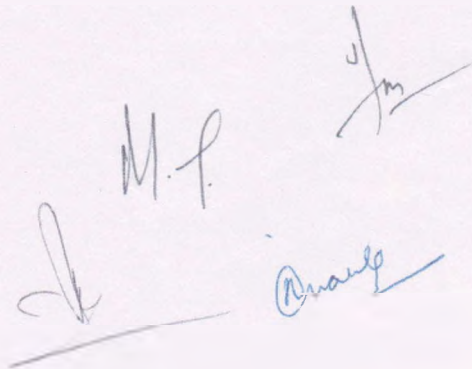
Name:

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Signed and Delivered on behalf of the within named "Company"

Name:

Title:

A collection of handwritten signatures and initials. In the center, the initials "M.F." are written. To the left of "M.F." is a signature that appears to be "J. [unclear]". To the right of "M.F." is a signature that appears to be "J. [unclear]". Below "M.F." is a signature that appears to be "A. [unclear]". To the right of "A. [unclear]" is a signature that appears to be "A. [unclear]".