

Sanction Letter – Kayem Food Industries Private Limited

This Sanction Letter is for discussion purposes only and does not constitute a proposal to subscribe to the Instrument (as defined below). The subscription to the Instrument is subject to satisfactory documentation and completion of conditions set out thereunder. This Sanction Letter summarizes the indicative principal terms and conditions. This is not meant to be, nor shall it be construed as, an attempt to define all of the terms and conditions of the described transaction. Rather, it is intended to outline certain basic points of business understanding upon which the transactions contemplated herein would proceed. Neither Piramal Structured Credit Opportunities Fund acting through Piramal Asset Management Private Limited nor any of its affiliates/co-investors and/or their directors, officers, employees owe any fiduciary or other duties to the Issuers (as defined below) or any other person and such parties may be involved in other transactions and services with persons who may have conflicting interests with the Issuer or any other person.

Particulars	Description
Investor/Debenture Holders	Piramal Structured Credit Opportunities Fund, a SEBI registered Category II alternative investment fund acting through its investment manager, Piramal Asset Management Private Limited
Promoter(s)	Mr. Kunal Mahajan, Mrs. Nalini Mahajan, Mrs. Mridu Mahajan and all companies under the control of Mr. Kunal Mahajan, Mrs. Nalini Mahajan and Mrs. Mridu Mahajan.
Instrument	Secured, redeemable, unlisted Non-Convertible Debentures (“NCD”)
Issuer	Kayem Food Industries Private Limited (“OpCo”)
HoldCo	Mahajan Industries Private Limited
Obligors	Promoter(s) and Issuer
HDFC Facility	INR 70 crores loan to be availed by the Issuer from HDFC Bank as a condition precedent to the issuance of the Instrument and on terms and conditions mentioned in the Transaction Documents.
HoldCo Properties	<ul style="list-style-type: none"> • Piece and parcel of land admeasuring 250 sq. yards bearing no E-1, South Extension, Part II, New Delhi; and • all that piece and parcel of land admeasuring 15 Bigha 4 Biswa situated in the revenue estate of village Chhatarpur, Tehsil Mehrauli, New Delhi.
Issuance Mode	The NCDs shall be issued in dematerialized form only.
Instrument Amount	Up to INR 215 crores to OpCo.
Transaction Documents	<p>Transaction documentation will incorporate clauses standard for transaction of this nature and generally consistent with this Sanction Letter.</p> <p>The following is an indicative list of transaction documents:</p> <ol style="list-style-type: none"> a) Debenture Trustee Agreement; b) Debenture Trust Deed; c) Private placement offer letter; d) Unconditional and irrevocable personal guarantees from Mr. Kunal Mahajan and Mrs. Nalini Mahajan; e) Deed of Hypothecation; f) Share Pledge Agreement; g) Mortgage Document; and h) such other documents as may be required by the Debenture Holders
Outstanding Amount	The term Outstanding Amount shall mean, after the adjustment of payments already made until such date, (a) total Instrument Amount at any date along with Coupon payable at the Coupon Rate as set out in this Sanction Letter, Upfront Additional Coupon and Make Whole Premium, as may be applicable; and (b) in the event of occurrence of any default, in addition to (a) above, the Default Interest as agreed under this Sanction Letter together with any costs and expenses incurred by the Debenture Holder and/ or the Debenture Trustee for enforcement of its rights, if applicable.
Effective Date	Deemed date of allotment of NCDs which shall be no later than the date on which the Instrument Amount is paid by the Debenture Holder to the Issuer in accordance with the terms of the Transaction Documents.
Debenture Trustee	Piramal Trusteeship Services Private Limited.
Omansh Proceedings	Application filed by Omansh Enterprises Limited under Section 7 of Insolvency and Bankruptcy Code, 2016 (“IBC”) against the Issuer in the National Companies Law Tribunal, New Delhi Bench.


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Omansh Proceedings Fixed Deposit	Fixed deposit of INR 1.5 crores, lien-marked in favour of the Debenture Trustee, opened and maintained by the Issuer as condition precedent to the issuance of the Instrument.
Omansh Proceedings POA	Power of attorney in favour of the Debenture Trustee, in a form and manner acceptable to the Debenture Trustee, inter alia authorising the Debenture Trustee to take all actions in connection with the operation, utilisation and release of the Omansh Proceedings Fixed Deposit, in the event that the Omansh Proceedings against the Issuer are not withdrawn/closed by 31 March 2022 to the satisfaction of the Debenture Holders or upon admission by the National Company Law Tribunal or a resolution professional or interim professional is appointed under the provisions of IBC, as the case may be.
Use of proceeds	The proceeds from the Instrument shall be utilized for refinancing term loan from JM Financial at OpCo and general corporate purposes
Tenor	7 years from the Effective Date.
Repayment Schedule	The repayment scheduled for the Instrument is set out in "Annexure 1" of this Sanction Letter.
Lock-in Period	Except as set out in this Sanction Letter, the Issuer shall not be permitted to redeem the Instrument for a period of 18 months from the Effective Date.
Make Whole Premium	<ul style="list-style-type: none"> "Make Whole Premium" shall mean, in the event of redemption of the Debentures during the Lock-In Period, an amount that, on the date of redemption of the Debentures, gives the Debenture Holders an amount which is 1.23 times of the Instrument Amounts including any Coupon paid by the Issuer on the Debentures for the period starting from Effective Date and ending on the date the NCDs are redeemed.
Prepayment	<ul style="list-style-type: none"> The Issuer shall be permitted to redeem NCDs by paying INR 60 crores from the proceeds from sale of Specified Assets and HoldCo Properties (after the repayment of the HDFC Facility in full) during the Lock-in Period without payment of any additional return and Make Whole Premium. The Issuer shall be required to pay an additional return of 1% of Instrument Amount if the Issuer wishes to redeem NCDs during the period post expiry of 18 months from the Effective Date and until 24 months from the Effective Date. If the Issuer wishes to redeem NCDs after the expiry of 24 months from the Effective Date, no additional return is payable.
Right to Sweep Excess Amounts	<ul style="list-style-type: none"> In the event that the aggregate cash balances of the Issuer exceed INR 25 crores, to be tested 60 days post end of fiscal year ("Threshold"), the Debenture Holders shall have the right but not the obligation to require the Issuer to compulsorily redeem the Debentures for amounts exceeding the Threshold ("Excess Amounts") without the payment of any Make Whole Premium. If the Debenture Holders exercise their right, the amount of INR 60 crores mentioned in paragraph above shall stand reduced by the Excess Amounts. Notwithstanding the order of priority set out in Transaction Documents, if Debentures are being redeemed from the Excess Amounts any time prior to the expiry of 24 months from the Effective Date, the Excess Amounts shall be appropriated towards set off and discharge of the amounts in the following order <ol style="list-style-type: none"> Towards outstanding principal for the 9th quarter of scheduled redemption, as set out in Annexure 1 Towards outstanding principal for the 10th quarter of scheduled redemption, as set out in Annexure 1 Towards outstanding principal for the last quarter of redemption as set out in Annexure 1; and Towards outstanding principal for the quarter of scheduled redemption as set out in Annexure 1 preceding the quarter for which the Excess Amount has been appropriated under sub-clause (c) above and thereafter, this sub-clause (d), in descending order
Put Option	Investor shall have an option to require the Issuer and/or the Promoters to redeem/purchase the NCDs at any time after the end of 4 th year from the Effective Date in the manner set out in the Transaction Documents.

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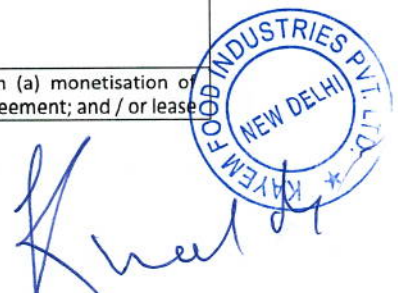
Security	<p>Instrument will be inter alia secured by:</p> <ul style="list-style-type: none"> • First exclusive charge over all movable fixed and immovable assets (present & future) of Rai plant. • Pledge over 100% shareholding of OpCo on a fully diluted basis. Pledge on shares to the maximum extent of 49% to be released if the OpCo raises funds by way of private equity investment or any other such structure which would need equity transfers in favour of the investor. The share pledge shall be released in such manner and shall be subject to escrow or similar mechanism as may be set out in Transaction Documents. • Unconditional personal guarantee of Promoters Ms. Nalini Mahajan and Mr Kunal Mahajan. Personal guarantee of Ms. Nalini Mahajan to be released once all of her shareholding in Issuer and HoldCo is transferred to Mr Kunal Mahajan.
Coupon / Coupon Rate	<ul style="list-style-type: none"> • The Issuer shall pay interest on the Debentures ("Coupon") at the rate of 14.5% per annum ("Coupon Rate") which shall be payable by the Issuer monthly. • The Coupon Rate shall reduce to 14.0% per annum payable monthly post completion of 18 months from Effective Date or on receipt of BBB rating from CRISIL, whichever is earlier.
Additional Coupon	<ul style="list-style-type: none"> • The Issuer shall be required to pay to the Debenture Holders a one-time additional coupon of 1% of the Instrument Amount which shall be payable by the Issuer on the Effective Date.
Default Interest	<p>Upon the occurrence of an Event of Default, the Issuer shall be liable to pay default interest as set out below:</p> <ul style="list-style-type: none"> • 2% per month on the defaulted amount for payment related defaults, over and above the Coupon Rate, payable from the date of occurrence of default until the date of actual payment; and • 2% per month on the Outstanding Amounts for non- payment related defaults, over and above the Coupon Rate, payable for the period of default until the date the default is cured.
Key Covenants	<p>The Obligors undertake to provide covenants customary for a transaction of this nature in the Transaction Documents including but not limited to the following:</p> <ul style="list-style-type: none"> • No further indebtedness other than as Permitted under Transaction Documents. • No capital expenditure other than permitted under the business plan. • Restrictive covenants on related party transactions. • No deviation of more than 10% from the business plan • The Issuer shall ensure that it is not a person which (a) is named on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC, Department of the Treasury, and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, (b) has been convicted of or charged with a felony relating to money laundering or other similar illegal activity, or (c) is under investigation by any governmental authority for money laundering or any other similar illegal activity; or (d) has any office or significant presence in, or (e) generates any substantial revenues from, any country determined by the U.S. Secretary of State or similar official to have provided support for acts of international terrorism, which countries are currently designated pursuant to either (i) Section 6(j) of the Export Administration Act, (ii) Section 40 of the U.S. Arms Export Control Act, or (iii) Section 620A of the U.S. Foreign Assistance Act. • The Issuer shall ensure that it conducts its businesses in accordance with all applicable laws, applicable rules, regulations relating to anti-terrorism, anti-money laundering, anti-corruption or anti-bribery, and all other requirements of all governmental authorities or agencies having jurisdiction over the Issuer. • Issuer shall provide to the Debenture Holders copies of all tax correspondence and tax notices and details of any litigation threatened or initiated against the Issuer including any insolvency proceedings or litigations relating to securities laws.

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	<ul style="list-style-type: none"> • Issuer shall provide all information in relation to compliance with environmental, social, and governance norms (including anti-corruption measures) when required by the Debenture Holders. • Issuer shall maintain insurance appropriate to its line of business. • Business plan to be agreed as a condition precedent.
Financial Covenants	<ul style="list-style-type: none"> • The Issuer shall ensure that Debt / EBITDA, is less than the following: <ul style="list-style-type: none"> ○ 4.0x for FY22 ○ 3.5x for FY23 ○ 3.0x for FY24 ○ 2.5x from FY25 onwards <p>which shall be tested within a period of 60 (sixty) days at the end of each Fiscal Year</p>
Negative Covenants	<ul style="list-style-type: none"> • The Obligors will provide negative covenants customary for transaction of this nature and others appropriate in the judgment of the Debenture Holders under the Transaction Documents, including but not limited to the matters set out in Annexure 2.
Promoter Group Loans	<ul style="list-style-type: none"> • The Issuers shall ensure that all financial indebtedness incurred by the Issuers from any of its Promoter(s), shareholders and / or affiliates / group companies shall be unsecured and be, in any case, subordinated to the Facilities and no such loan be repaid during the tenor of the Instrument without the prior written consent of the Investor.
Specified Assets	<p>The following properties shall comprise Specified Assets:</p> <ul style="list-style-type: none"> • Commercial property owned by the Issuer 1 at Technica, Sohna Road Gurgaon, as specified under the MOUs dated April 1, 2011 and Additional MOU dated December 22, 2017 • Residential land owned by Mr. Rakesh Mahajan at B-1, Vasant Kunj Delhi admeasuring 5,353 sq.mt • Shareholding of Deeside Cereals UK, owned 100% by the Promoter(s) <p><u>Representations and warranties w.r.t Specified Assets:</u></p> <p><u>The Obligors shall provide the following representations with respect to Specified Assets in the Transaction Documents:</u></p> <ul style="list-style-type: none"> • Issuers have entered in an MoU with Parsvnath Developers Ltd, dated April 1, 2011 and addendum to it dated 22nd December 2017 concerning sale / allotment of a minimum 45,232 sq.ft. in the project known as "Technica" or such other name and being developed at Sohna Road • Promoter(s) own 50% share in land parcel in Vasant Kunj • Promoter(s) own 100% of Deeside Cereals UK through a wholly owned entity named Agrotech Impex Pte Ltd <p><u>Undertakings w.r.t Specified Assets:</u></p> <p><u>The Obligors shall provide the following undertakings with respect to Specified Assets in the Transaction Documents:</u></p> <ul style="list-style-type: none"> • No encumbrance shall be created on Technica, Sohna Road asset without the prior written consent of the Investor • No encumbrance can be created on the Promoter(s)' share in the land parcel in Vasant Kunj without the prior written consent of the Investor
Mandatory Prepayment	<p>All proceeds (net of tax and debt) realised by the Promoter(s) from (a) monetisation of Specified Assets, including but not limited to sale, joint development agreement; and / or lease</p>

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	<p>(b) secondary sale of stake by the Promoter(s) in the Issuers and / or (c) sale of any assets shall be utilised towards mandatory prepayment of the Instrument.</p> <p>The Issuer shall be required to mandatorily redeem all or part NCDs with the prior consent of the Debenture Holders by payment of entire Outstanding Amounts upon the occurrence of the following events in the manner set out in the Transaction Documents:</p> <ul style="list-style-type: none"> • Change in the current shareholding pattern and / or voting rights of the shareholders of the Issuers whereby the Promoters ceases to legally and beneficially own and control 51% of shareholding of Issuers or as may be approved by the Debenture Holders; • Change in the management control of the Issuers i.e. if the power to appoint and direct the board of directors and control the management of the Issuer ceases to be in the hands of the Promoters; or • Any event when it becomes illegal for the Issuers to avail the Facilities and / or for the Investor to subscribe to NCDs • Issuer enters into any sanctionable practices as set out in Annexure 3. <p>The Transaction Documents will contain details of other events upon the occurrence of which the Issuer shall be mandatorily required to redeem all Debentures by payment of all Outstanding Amounts to the Debenture Holders.</p> <p>All mandatory prepayments shall be adjusted against scheduled repayment instalments for Facility as per the discretion of the Investor.</p>
Diligence	<ul style="list-style-type: none"> • To include (without limitation) financial, tax, and legal due diligence on OpCo • All costs including subscription of Instrument, diligence and documentation to be borne by Issuers / Promoter(s).
Representations and warranties	Representations and warranties customary for a transaction of the nature set out under the Sanction Letter and required by the Debenture Holders shall be provided by the Obligors under the Transaction Documents.
Events of Default	<p>Customary events of default for transactions of this nature and others appropriate in the judgment of the Debenture Holder shall be included under the Transaction Documents including but not limited to:</p> <ul style="list-style-type: none"> (a) Any failure to pay when the payments become due to the Debenture Holder or failure to redeem the Debentures at the expiry of Tenor. (b) An Obligor does not comply with or breaches its obligations, covenants or undertakings under the Transaction Documents. (c) Any representation, warranty or statement made by an Obligor (in any Transaction Document to which it is a party) is incorrect or misleading. (d) Failure to honour the post-dated cheques upon presentment when due. (e) Cross defaults under any financing agreement or material agreements of the Issuer. (f) Bankruptcy, dissolution, insolvency, liquidation or winding up proceedings in relation to any Obligor. (g) The Issuer fails to comply with or pay any sum due from it under any final judgment within the time provided under the final judgment. (h) It is or becomes unlawful for an Obligor to perform any of its obligations under any Transaction Document to which it is a party. (i) Any Material Adverse Effect (as is agreed under the Transaction Documents) has occurred. (j) Any material contract entered into by any Obligor being terminated or materially amended, such that the ability of such Obligor to fulfil its obligations under the Transaction Documents is adversely affected. (k) Other than for payment defaults, cure periods for specific Events of Defaults, which are capable of being cured will be subject to mutual discussion and as finally captured in the Transaction Documents.
Consequences of Event of Default	<p>Upon occurrence of an Event of Default, the Debenture Trustee may exercise any or all of the following rights, in any order:</p> <ul style="list-style-type: none"> (a) require the Issuer to mandatorily redeem the Debentures immediately and pay the

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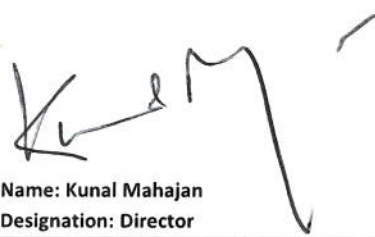


	<p>Outstanding Amounts, along with accrued but unpaid Coupon and other costs and expenses under the Transaction Documents;</p> <p>(b) enforce any Security;</p> <p>(c) undertake any criminal action in case the event of default is caused on account of failure to honour post-dated cheques;</p> <p>(d) take such other action expressly permitted under the Transaction Documents or permitted under applicable law.</p>
Conditions Precedent	<p>The Debenture Holder may subscribe to the Debentures upon the fulfilment of conditions set out in detail under the Transaction Documents, including but not limited to the following, to the satisfaction of the Debenture Trustee and the Debenture Holders:</p> <ul style="list-style-type: none"> • Receipt of all corporate authorisations that may be required including board and shareholders resolutions; • Creation and perfection of security including filing relevant forms with the registrar of companies, registration of mortgage with registrar of sub-assurances and any other filing with any other regulatory authority as may be required under the Transaction Documents; • The shares held by Dart Infrabuild Private Limited in the Issuer shall have been converted into demat form; • Completion of financial, tax, and legal due diligence; • No-objection certificate from HDFC Bank and Standard Chartered Bank shall have been obtained by the Issuer; • Completion of filings as may be required for issue of Debentures; • Balance confirmation from JM Financial for loan to Issuer • Post-dated cheques (to be signed by a director duly authorized by a board resolution) for the amounts representing the redemption of the Instrument; • The Issuer shall have submitted to the debenture trustee, net worth certificates of Kunal Mahajan and Nalini Mahajan; • The Issuer shall have created the Omansh Proceedings Fixed Deposit and shall have issued the Omansh Proceedings POA, each to the satisfaction of the Debenture Trustee; • The Issuer shall have availed the HDFC Facility; • The Issuer shall have received the no dues certificate from JM Financial for loan at HoldCo; and • Other conditions precedent as set out in detail in the Transaction Documents which are customary for transactions of this nature.
Conditions Subsequent	<p>Conditions subsequent as detailed in the Transaction Documents which are customary for transactions of this nature including but not limited to the following:</p> <ul style="list-style-type: none"> • Receipt of email confirmation from JM Financial on the Effective Date confirming no dues. • Within 3 days from Effective Date, filing of charge satisfaction forms with Registrar of Companies for release of security for the JM Financial loan at the OpCo and HoldCo. • Within 3 days from Effective Date, creation and perfection of Security as set out in this Sanction Letter by taking all such actions as may be set out under the Transaction Documents.
Exclusivity	<ul style="list-style-type: none"> • For a period of 60 days from the date of signing of Sanction Letter (the "Exclusivity Period") the Obligors and their shareholders, board members, employees and respective relatives or affiliates shall not, directly or indirectly, take any action to solicit or support any inquiry, proposal or offer from, furnish any information, or invite or participate in any negotiations or discussions with, any third party, or enter into any agreement or arrangement, regarding any funding of debt or structured investments committed to by the Investor under this Sanction Letter.
Confidentiality	<ul style="list-style-type: none"> • The Sanction Letter and its contents shall not be disclosed by any party to any person other than the employees and the legal and financial advisors of such party for the

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	<p>purposes of the proposed transaction unless the prior written consent of the other party is obtained.</p> <ul style="list-style-type: none"> The timing and content of press releases with respect to Investor's (possible) investment in the Issuers must be agreed between the Issuer and Investor.
Governing law and jurisdiction	<ul style="list-style-type: none"> Indian Law. All disputes and differences that may arise shall be referred to the exclusive jurisdiction of the courts at New Delhi.
Assignment and Transfer	<p>The Debentures shall be freely transferable by the Debenture Holder together with rights and obligations under the Transaction Documents. The Debenture Holder may assign or transfer by novation or sell or securitise all or a part of its rights and obligations in relation to the Debentures without the permission of the Obligors. The Obligors shall not transfer its obligations under the Transaction Documents.</p>
Expiry	<ul style="list-style-type: none"> This Sanction Letter will expire on the date of the execution of the Transaction Documents.
Update of Events	<ul style="list-style-type: none"> Subsequent to the acceptance of this Sanction Letter, the Issuer and the Promoters shall keep the Debenture Holders informed of all the material events related to the Issuer or the Project.

<p>Yours faithfully, For Piramal Structured Credit Opportunities Fund, acting through Piramal Asset Management Private Limited</p>  <p>Name: Abhishek Jain Designation: Senior Associate Principal</p>	<p>Accepted by, For Kayem Food Industries Private Limited</p>  <p>Name: Kunal Mahajan Designation: Director</p>
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Annexure 1

Repayment schedule

Quarter ending	% principal to be repaid
Dec-21	0.00%
Mar-22	0.00%
Jun-22	0.00%
Sep-22	0.00%
Dec-22	0.00%
Mar-23	0.00%
Jun-23	0.00%
Sep-23	0.00%
Dec-23	7.50%
Mar-24	7.50%
Jun-24	3.75%
Sep-24	3.75%
Dec-24	3.75%
Mar-25	3.75%
Jun-25	5.00%
Sep-25	5.00%
Dec-25	5.00%
Mar-26	5.00%
Jun-26	5.00%
Sep-26	5.00%
Dec-26	5.00%
Mar-27	5.00%
Jun-27	5.00%
Sep-27	5.00%
Dec-27	5.00%
Mar-28	5.00%
Jun-28	5.00%
Final Redemption Date	5.00%

Annexure 2

Corporate, Capital Structure and Charter Documents

- 1.1 Effect any increase in the authorised share capital of the Issuer or change in capital structure, or reduction, return, purchase, repay, cancellation or redemption or buy back any of its share capital or issuance of any convertible instruments.
- 1.2 Enter into any amalgamation, consolidation, demerger, merger, restructuring, reorganisation or corporate reconstruction.

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- 1.3 Change its registered office address or name.
- 1.4 Make any amendment to memorandum of association and articles of association.
- 1.5 Wind up, liquidate or dissolve its affairs or undertake any insolvency proceedings or debt restructuring.
- 1.6 Change the rights attached to shares (directly or indirectly) or issuance of shares with differential rights.
- 1.7 Declare or pay any dividend or other payment or distribution of any kind to its shareholders during any financial year.
- 1.8 Enter into any arrangement, agreement or commitment with any person (who is other than any related party) other than on arm's length basis and for full market value.
- 1.9 Enter into arrangement, agreement or commitment with any relatives, affiliates, group companies, sister concerns or other related parties of the Issuer or the Promoters.
- 1.10 Enter into or terminate any joint ventures or strategic alliances or partnerships or formation of any subsidiaries.
2. **Board**
 - 2.1 Grant loans to any employee, or any director or his/her relatives/affiliates.
 - 2.2 Change the composition of the board of directors of the Issuer, appoint any committee of the board or delegate any powers of the board except in the ordinary course of business or to comply with any applicable laws.
 - 2.3 Appoint a person as a director on its board of directors of the Issuer who appears in the list of wilful defaulters issued by the RBI or CIBIL and in the event that the name of any of the directors on the board of directors appears on such list, the Issuer shall forthwith remove such director from its board of directors.
3. **Employees**
 - 3.1 Effect formulation of or effect any employee stock option plan or employee stock purchase scheme.
 - 3.2 Effect appointment or removal of or appoint or remove any employee or key management personnel and amendments to any of their terms of employments.
4. **Accounting**
 - 4.1 Change its financial year or methodology for preparing financial statements unless required by applicable law.
 - 4.2 Change its accounting policies, unless the change is required by the applicable law or by virtue of a new statement of standard accounting practice or financial reporting standard which does not offer any discretion in its application to the Issuer.
 - 4.3 Make any change in accounting reference date to the Issuer.
 - 4.4 Effect any appointment or dismissal of or appoint or dismiss any auditors (statutory, internal or independent) of the Issuer and revision of the compensation payable to such auditors.
5. **Business of the Issuer**
 - 5.1 Make any change to the business or diversify the business or acquire any assets or business or including capital expenditure.
 - 5.2 Make a disposal of its assets (including any intellectual property rights), other than disposal of assets which are obsolete, no longer useful, or have reached the end of its useful life; or disposals in the ordinary course of its business.

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- 5.3 Make any investments in any person.
- 5.4 Allow or register creation of any security interest over its shares, in respect of, and during the period that such shares are subject to any non-disposal undertaking provided or required to be provided under the Transaction Documents.
- 5.5 Effect acquisition of or acquire any intellectual property rights.
- 5.6 Transfer or abandon or agree to transfer or abandon any of the business.
- 5.7 Open or maintain any new bank account.
- 6. Financial Indebtedness, Security Interest, Loans and Advances**
- 6.1 Incur create, permit to subsist or have outstanding any financial indebtedness or enter into any agreement or arrangement whereby it is entitled to incur, create or permit to subsist any financial indebtedness.
- 6.2 Create, issue or allow to come into being any encumbrance in, or over, any assets.
- 6.3 Provide any financial indebtedness to any person or guarantee obligations of any person.
- 6.4 Any debt infused (by way of any instrument whatsoever) by the Promoters in the Issuer shall at all times remain subordinated to the Debentures.
- 7. Contracts**
- 7.1 Change terms of any material agreement
- 7.2 Terminate or agree to terminate any material agreement.
- 8. Litigation**
- 8.1 Effect termination or settlement of any claim, legal or tax proceedings.
- 9. General**
- 9.1 Any matter that directly or indirectly deals with the matters set out in this Annexure or any agreement or undertaking to do any of the matters set out in this annexure.
- 9.2 Voluntarily suffer any act or enter into any agreement or obligation which has, or is likely to have, a material adverse effect.
- 9.3 Permit or cause to be done any act or thing whereby making of payments to the Debenture Holders or redemption of the Debentures in accordance with the Transaction Documents may be adversely affected.
- 9.4 Voluntarily suffer any act or enter into any agreement or obligation or create or permit to subsist any security interest which affects, or is likely to affect the Security adversely.
- 9.5 Take any actions in contravention of the rights of the Debenture Holders.

Annexure 3

Sanctionable Practice means, with respect to an entity, any of its subsidiaries and any of their respective officers, employees or any person acting on behalf of the entity:

- a) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

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- b) act or omission, including a misrepresentation, that knowingly or recklessly misleads a party to obtain a financial or other benefit or to avoid an obligation as required under applicable law;
- c) impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; or
- d) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making of false statements to investigators, in order to materially impede an investigation into allegations of a corrupt or fraudulent, practice.



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