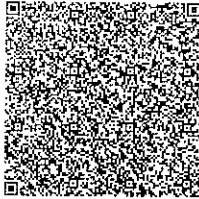


INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL97113527627190U
 Certificate Issued Date : 04-Oct-2022 02:53 PM
 Account Reference : IMPACC (IV)/ dl1083503/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL108350373321940064213U
 Purchased by : ALMONDZ GLOBAL SECURITIES LIMITED
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : ALMONDZ GLOBAL SECURITIES LIMITED
 Second Party : Not Applicable
 Stamp Duty Paid By : ALMONDZ GLOBAL SECURITIES LIMITED
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



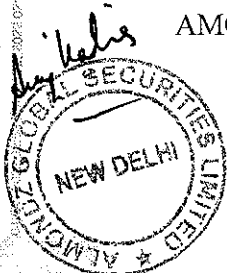
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IN-DL97113527627190U

ESCROW DEMAT ACCOUNT AGREEMENT

THIS ESCROW DEMAT ACCOUNT AGREEMENT is made at New Delhi on 10th Day of October, 2022 ("Agreement"):

AMONGST



For Findoc Finvest Private Limited
DIRECTOR

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shreestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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

1. **Findoc Finvest Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at SCO No. 210-211, Sector 34-A, Chandigarh 160022, India (hereinafter referred to as the “Acquirer”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
2. **Almondz Global Securities Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at F-33/3, Okhla Industrial Area Phase-II New Delhi- 110020 and registered with the Securities and Exchange Board of India (“SEBI”) as a Merchant Banker pursuant to Applicable Law (hereinafter referred to as the “Manager” or “Escrow Agent”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns);
3. **Almondz Global Securities Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at F-33/3, Okhla Industrial Area Phase-II New Delhi- 110020 and registered with the Securities and Exchange Board of India (“SEBI”) as a Depository Participant (hereinafter referred to as “Depository Participant” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns);

The Acquirer, the Escrow Agent and the Depository Participant shall, where the context so admits, be collectively referred to as the “Parties” and individually as the “Party”.

WHEREAS:

- (A) The Acquirer is required to make an open offer (“Offer”) to acquire Upto 6,90,84,020 Equity Shares of Face Value of ₹ 1/- each (hereinafter referred to as “Offer Shares”) from the Public Shareholders of Ritesh Properties and Industries Limited (hereinafter referred to as the “Target Company”) constituting of 25.19% Equity Shares of the Expanded Equity Share Capital of the Target Company in accordance with the provisions of Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (the “Takeover Regulations”);
- (B) The Manager has been appointed as the Manager to the Open Offer and Escrow Agent by the Acquirer, pursuant to the provisions of the “Takeover Regulations”;
- (C) The Escrow Agent shall coordinate with the Depository Participant wherever necessary pursuant to the provisions of the “Takeover Regulations”;



For Findoc Finvest Private Limited

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- (D) The operation of the Demat Escrow Account shall be in accordance with such instructions issued by the Escrow Agent to the Depository and shall be strictly in accordance with the terms of this Agreement and the Takeover Regulations; and
- (E) The Parties have entered into this Agreement with the objective of identifying the rights, duties and the obligations of each Party and to facilitate the opening, operation and closing of the Escrow Account to comply with the provisions of the Takeover Regulations.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

- 1.1 In addition to the terms defined hereinabove, in this Agreement unless the context otherwise requires, the following expressions shall have the following meanings:

“**Applicable Law**” shall mean all prevailing laws, rules, regulations, mandatory directives, administrative orders, decrees and guidelines issued by any judicial, quasi-judicial, statutory, regulatory or executive authority including any tribunal, that has jurisdiction with regard to any matters relating to or incidental to the Open offer, including the Takeover Regulations, as amended;

“**Affiliates**” with respect to any Party shall mean (a) any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party; (b) any other person which is a holding company, subsidiary or joint venture of such Party;

“**Authorised Representatives**” of the Acquired, Escrow Agent and the Depository Participant shall mean the persons designated by the Acquirer, the Manager and the Depository Participant respectively, being the authorised personnel of the said Party, whose specimen signatures are set out in **Schedule A** of this Agreement, as may be amended from time to time by (a) the Acquirer, by providing 3 (three) Business Days’ notice to the other Parties specifying the specimen signatures of the new persons proposed to be appointed as Authorised Representatives.

“**Business Day**” shall mean any day, other than Saturday, Sunday and other days declared as ‘public holidays’ in accordance with the rules and regulation of the exchange /clearing agency/SEBI.

“**Depository Participant**” shall mean Almondz Global Securities Limited, being the Depository Participant appointed by the Acquirer for the Open Offer;



For Findoc Finvest Private Limited

[Handwritten Signature]
DIRECTOR

“**Communication**” shall mean written communications signed by the Authorised Representatives of one Party to the other Party or Parties;

“**Control**” shall mean (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management or operating policies of the entity through the exercise of voting rights, contract, trust or otherwise, or (b) a right to appoint or remove the majority of the directors of the entity;

“**Consideration**” shall mean the Offer Price payable by the Acquirer to the Public Shareholders of the Target Company whose Equity Shares have been accepted in terms of the Open Offer;

“**Demat Escrow Account**” shall mean the dematerialized account opened by the Acquirer with the depository participant to keep the final offered/tendered shares in escrow, the details which have been provided in **Annexure-A** and referred to in clause 4.1 of this Agreement that “the Demat Escrow Account to be opened by the Acquirer under the name and title of “**RPIL-Findoc Finvest Pvt Ltd. - Open Offer - Account Operated by Almondz Global Securities Limited**” pursuant to Applicable Law for the purposes of the Open Offer and to be operated by the Escrow Agent in accordance to the terms of this Agreement;

“**Letter of Offer**” shall mean the letter of offer to be issued by the Acquirer in accordance with the Takeover Regulations;

“**Offer**” or “**Open Offer**” means the Open Offer for acquisition of up to 6,90,84,020 (Six Crores Ninety Lakhs Eighty-Four Thousand And Twenty Only) Equity Shares, representing 25.19% of the Fully Paid Paid-up Expanded Equity Share Capital

“**Offer Price**” means ₹ 42.90/- (Rupees Fourty Two and Ninety paise Only) per Equity Share.

“**Public Shareholders**” shall mean all the equity shareholders of Target Company who are eligible to tender their shares in Open Offer, excluding (i) Promoters, and members of the promoter group of Target Company, and (ii) Acquirer and PACs.

“**SEBI**” shall mean the Securities and Exchange Board of India;

“**Working Day**” shall mean all working days of the SEBI.



For Findoc Finvest Private Limited

DIRECTOR

“Takeover Regulations” shall mean the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and subsequent amendments thereto;

Terms not defined herein shall be in accordance with their definitions specified in the Public Announcement made in accordance with the Takeover Regulations.

2. INTERPRETATION

2.1 In this Agreement

- (a) words denoting the singular shall include the plural and vice versa;
- (b) any references to the masculine, the feminine and the neuter shall include each other;
- (c) headings to clauses, schedules and parts and paragraphs of schedules are for convenience only and do not affect the interpretation of this Agreement;
- (d) unless otherwise specified, any reference to a time of day is to India Standard Time;
- (e) the *ejusdem generis* principle of construction shall not apply to this Agreement and, accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words. Any words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (f) any references to Clauses, Annexures and Schedules are to clauses of, annexures to and schedules to this Agreement as the same may from time to time be amended, varied, supplemented or novated and shall constitute an integral part of this Agreement;
- (g) any reference to any legislation, statute, statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- (h) time is of the essence in the performance of the Parties’ respective obligations under this Agreement. If any time period specified herein is extended in accordance with the terms of this Agreement, such extended time shall also be of the essence; and



For Findoc Finvest Private Limited

DIRECTOR

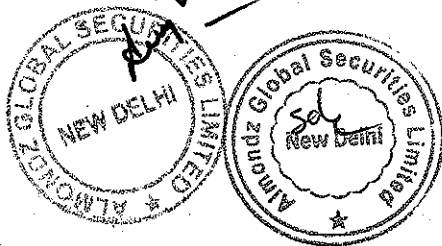
- (i) any reference to this Agreement shall include the recitals, Annexures and Schedules to it. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the Annexure or Schedule in which the reference appears.
- 2.2 The recitals and forms of documents included in the Annexures, and Schedules form integral parts of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement.
- 2.3 This Agreement is a joint draft product of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

3. APPOINTMENT OF ESCROW AGENT:

- 3.1 The Acquirer hereby appoints Almondz Global Securities Limited as its escrow agent for the purposes set out in this Agreement and the Escrow Agent hereby accepts such appointment under the terms and conditions set out in this Agreement and under the engagement letter between the Acquirer and the Escrow Agent ("Consent to act as Manager to the Open Offer or Escrow Agent")
- 3.2 The Escrow Agent shall be responsible for the management of the Escrow Account and the Shares therein in accordance with the terms of this Agreement to the exclusion of all other Parties.
- 3.3 The Escrow Agent shall be liable to perform such duties as would be required to be performed to the Open Offer.

4. OBLIGATIONS OF THE PARTIES:

- 4.1 No Party shall be entitled to create any charge, mortgage, pledge, lien, hypothecation, right of set-off or other security or interest (by whatever name called) on or in respect of, or otherwise deal with, the shares lying in Demat Escrow Account except as provided in this Agreement or as prescribed under Applicable Law.
- 4.2 Each of the Acquirer, the Escrow Agent and Depository Participant shall duly comply with all their respective obligations under the Takeover Regulations, all Applicable Law and the terms of this Agreement. The Escrow Account shall be operated strictly in accordance with the provisions of the Takeover Regulations and the terms thereof.



For Findoc Finvest Private Limited

[Signature]
DIRECTOR

4.3 Subject to the terms and conditions of this Agreement, each Party shall use its respective best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Laws, and take all such other actions and to execute all such documents, certificates, agreements and other writings as such Party may reasonably be requested to take or execute by the other Party from time to time, to effectuate the provisions and purposes of this Agreement.

4.4 Notwithstanding contained in this agreement, all the parties shall be bound to oblige the duties as stated in the prevailing laws in India in respect to the Open Offer by the acquirer, in its own capacity i.e., as the Acquirer, as the Depository Participant to Open Offer and as the Manger to the Open Offer.

5. OBLIGATIONS OF THE MANAGER or ESCROW AGENT

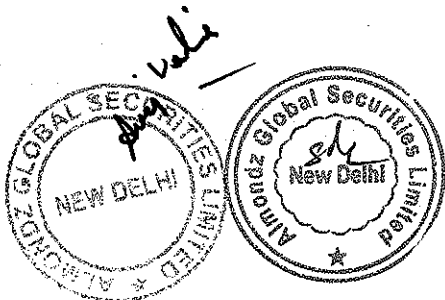
5.1 The Escrow Agent shall have dominion and control over the Demat Escrow Account and the shares lying therein in accordance with the provisions of the Takeover Regulations and the terms thereof. The Manager shall fulfill its responsibilities wherever required to monitor and supervise the credit/debit/transfer of the shares to and from the Demat Escrow Account pursuant to the clearing and settlement as per the provision and to give effect to Open Offer. The Escrow Agent will ensure strict compliance in accordance of the Takeover Regulations, Applicable Law and this Agreement;

5.2 The Escrow Agent shall stand fully discharged of all obligations under this Agreement upon fulfillment of its obligations hereunder.

5.3 The Authorised Representatives of the Escrow Agent shall be the individuals listed in Schedule A only, for so long as they remain employees of the Escrow Agent. The Escrow Agent may amend its list of Authorized Representatives in Schedule A by providing 3 (three) Business Days' notice to the other Parties specifying the specimen signatures of the new persons proposed to be appointed as Authorised Representatives of the Escrow Agent.

6. OPERATION OF THE ESCROW ACCOUNT:

6.1 The Escrow Agent shall be responsible for the maintenance and management of the Demat Escrow Account and shares lying therein, to the exclusion of all other persons, in accordance with the provisions of this Agreement. The Acquirer hereby empowers the Escrow Agent, to the exclusion of any other person, to make such appropriation of shares lying in the Demat Escrow Account in terms of the Takeover Regulations and subject to the provisions of this Agreement.



For Findoc Finvest Private Limited


DIRECTOR

- 6.2 The Escrow Agent shall provide a statement of the Demat Escrow Account (obtained from the DP) to the Acquirer during the time of the Tendering Period, which shall be provided by the DP to the Manager.
- 6.3 Demat Escrow Account is a limited period account and shall be closed in accordance with the provisions of this Agreement and the Takeover Regulations.
- 6.4 Notwithstanding anything to the contrary contained in this Agreement, the Parties shall not have any lien, interest, charge or right of set-off in connection with any shares lying in the Demat Escrow Account.
- 6.5 The Manager shall act on transfer all or any portion of the shares lying in the Escrow Account in the following manner:
- 6.5.1 **Completion of the Open Offer:**
- 6.5.1.1 After the offer period closing date and payment of Consideration to the Public Shareholders who have validly tendered shares in Open Offer, the Depository Participant shall take effective steps for closure of Demat Escrow Account.
- 6.5.2 **Failure to fulfill obligations by the Acquirer under the Open Offer:**
- 6.5.2.1 In the event of non-fulfillment of the obligations of the Acquirer under the Open Offer and/ or on receipt of suitable directions/ guidance from SEBI, the escrow agent will instruct to the Depository Participant to close the Demat Escrow Account and intimate it to the Acquirer. In this regard, on the instructions received from the Manager, the Depository Participant shall transfer the shares lying in the Escrow Account in the manner as directed by SEBI.
- 6.5.2.2 The Escrow Account shall be closed on the joint written instructions of Escrow Agent and Acquirer strictly in terms of provisions of SEBI (SAST) Regulations.
- 6.5.2.3 The Demat Escrow Account shall be closed upon transfer of all shares therein in accordance with the term of this agreement. Notwithstanding, anything contained herein the parties agree that in the event that the Escrow Agent is directed to close the Demat Escrow Account by an order of a statutory, regulatory or judicial authority in India, the Escrow Agent shall provide a copy of such order to the Acquirer, and shall consult the other parties on the procedure to be followed for the closure of the Demat Escrow Account in order to comply with the aforesaid order.

7. **REPRESENTATIONS AND WARRANTIES:**

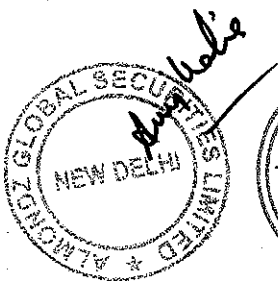
- 7.1 The Manager represents and warrants that:




For Findoc Finvent Private Limited


DIRECTOR

- 7.1.1 The Manager is a Acquirer's duly incorporated, organized, validly existing under the laws of India, has a valid and existing registration with SEBI and is not subject to any insolvency procedure.
- 7.1.2 It has the power and authority to execute this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action and the Manager has the necessary authority to execute this Agreement and to take all necessary actions for performing its obligations under this Agreement.
- 7.2 The Acquirer hereby represents and warrants that:
- 7.2.1 Acquirer is duly incorporated, organized, validly existing and in good standing under the laws of India.
- 7.2.2 The execution and delivery of this Agreement shall not result in the breach of any terms and conditions, or constitute default of the Acquirers certificate of incorporation, memorandum of association, articles of association or other obligations to which it is bound or violate any rule, regulation or law of any government or any order, judgment or decree of any court or government body by which it is bound.
- 7.2.3 The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorised by all necessary corporate action.
- 7.2.4 All consents, approvals and authorizations required for the Open Offer and to permit the execution, delivery, performance and consummation of this Agreement and the transactions contemplated hereunder have been obtained.
- 7.3 The Depository participant represents and warrants that:
- 7.3.1 The Depository participant is a Acquirer's duly incorporated, organized, validly existing under the laws of India, has a valid and existing registration with SEBI and is not subject to any insolvency procedure.
- 7.3.2 It has the power and authority to execute this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action and it has the necessary authority to execute this Agreement and to take all necessary actions for performing its obligations under this Agreement.



For Findoc Finvest Private Limited


DIRECTOR

8. FEES AND EXPENSES

- 8.1 In consideration of the performance of the obligations cast upon the Escrow Agent in terms of this Agreement, the Acquirer shall pay to the Escrow Agent, a fee of Rs. 50,000 for fees and expenses..
- 8.2 No other out-of-pocket expenses incurred by the Escrow Agent shall be reimbursed by the Acquirer.
- 8.3 All amounts of whatever nature payable to, and recoverable by, the Escrow Agent pursuant to the terms of this Agreement shall be payable, without set-off or counterclaim, by the Acquirer.

9. TERMINATION

- 9.1 This Agreement shall terminate on the earliest of:
- (a) Upon the shares lying in the Escrow Account being withdrawn or transferred in accordance with the provisions of this Agreement and Applicable Law; or
 - (b) prior to the occurrence of the events in sub-clauses (a) above, upon the Escrow Agent handing over the shares lying in the Escrow Account to the successor escrow agent or to the court of competent jurisdiction or otherwise in accordance with the order of a court of competent jurisdiction as referred to in Clause 9 of this Agreement.
- 9.2 If the following events occur in relation to any Party (such Party the “**Affected Party**”), the other Parties shall be entitled by notice in writing to terminate this Agreement (in relation to its rights and obligations with respect to the Affected Party and without prejudice to any accrued rights):
- (a) a court of competent jurisdiction makes an order or a resolution is passed for the winding-up, dissolution, liquidation or administration of the Affected Party; or
 - (b) if the Affected Party commits a material breach of this Agreement which it fails to remedy within thirty (30) days of receipt of a notice from either Party requesting it to remedy such breach; or
 - (c) if the Manager’s engagement by the Acquirer is terminated.

Provided that any termination of this Agreement by the Escrow Agent pursuant to Clause 10.2 shall only become effective on the appointment of a new escrow agent in terms of Clause 9.

10. COMMUNICATIONS

- 10.1 All Communications required to be given under this Agreement or for the purposes of this Agreement shall be given by the sender to all of the other Parties



For Findoc Finvest Private Limited

DIRECTOR

and delivered personally, or sent by prepaid registered mail, or email, or courier or transmitted by fax at the addresses which are set out below:

(a) to the Acquirer at:

Findoc Finvest Private Limited

Attention: Mr. Shiv Pal

Address: 4th floor, Kartar Bhawan, Near PAU gate No-1,
Ferozepur Road, Ludhiana, 141001

Telephone - 0161-4155012

Email: shiv.pal@myfindoc.com

(b) to the Manager or Escrow Agent at:

Almondz Global Securities Limited

Attention: Mr. Ajay Pratap/Sanjay Dewan

Address: F-33/3, Okhla Industrial Area Phase-II New Delhi, 110020

Fax: +91 1143500735

Telephone: +91 1143500700

Email: ajay.pratap@almondz.com; sanjay.dewan@almondz.com

(c) to the Depository Participant at:

Almondz Global Securities Limited

Attention: Mr. Anuj Kalia

Address: F-33/3, Okhla Industrial Area Phase-II New Delhi, 110020

Fax: +91 1143500735

Telephone: +91 1143500700

Email: anuj.kalia@almondz.com

10.2 Any change in the details provided in the preceding sub-clause in respect of any Party shall be notified by such Party to the other Parties by issuing a Communication and such change shall come into effect on the expiry of 3 (three) Business Days from the date of delivery of such Communication.

10.3 A Communication shall be deemed delivered upon receipt. A Communication shall be deemed to have been received by a Party on a Business Day only if it is received prior to 16:00 Hours on that Business Day. The Communications received after 16:00 Hours on a Business Day or on a day that is not a Business Day shall be deemed to be received on the immediately succeeding Business Day, which shall be taken to be the first day for the purposes of calculating any stipulated period set out in this Agreement.

10.4 The Escrow Agent is not responsible for errors or omissions made by any of the other Parties or the duplication of any Communication by any of the Parties. The Escrow Agent may act on a Communication if it reasonably believes it contains sufficient information and may rely on Communications it believes in good faith to be genuine and given by the appropriate Party.



For Findoc Finvest Private Limited

[Handwritten Signature]
DIRECTOR

- 10.5 The Escrow Agent may decide not to act on a Communication where it reasonably doubts its contents, authorization, origination or compliance and shall promptly notify the Party who has sent such Communication (by telephone if appropriate) of its decision.

11. MISCELLANEOUS

11.1 Confidentiality

No Party shall disclose to others the existence or terms of this Agreement or any other agreements if any, or disclose to others, any confidential or proprietary information of any other Party, except with the prior written consent of the other Parties. The obligation of any Party to keep information confidential shall not apply to any disclosure requested or required to be made to the following:

- (i) to any government or regulatory authority; or
- (ii) to third parties pursuant to any Applicable Law, regulation or order of a court or regulatory authority of competent jurisdiction; or
- (iii) to shareholders of the Company; or
- (iv) to the head office, branches, and Affiliates (including Affiliates in the same group) of the Party, or
- (v) to the relevant advisors, employees, third party service providers and agents of the Party involved in supporting the Party with respect to the Takeover.

Further, notwithstanding the above, all Parties acknowledge that this Agreement could be available for inspection by the shareholders of the Company. The Parties agree to keep the above information confidential during the terms of this Agreement and one year after the expiry of this Agreement.

11.2 Force Majeure

No Party shall be held liable for any failure to perform its obligations hereunder, or for any delay in the performance thereof, due to causes beyond its control, including, but not limited to, acts of God, public enemy, acts of government (for which such Party is not responsible), natural disaster, fire, floods, war, explosions or earthquakes, acts of terrorism, systems failure, power outages or communication failures. Provided that such Party shall as soon as reasonably practicable notify the other Parties thereafter, provide detailed information concerning such event and documents evidencing such event, explaining the reasons for its inability to execute, or for its delay in the execution of, all or part of its obligations under this Agreement. The Parties shall take all reasonable steps within their power to recommence performance of this Agreement on the ceasing of such event. Provided further that even in the event of such force majeure event, unless required by law or instructed otherwise by the Escrow Agent shall not release the Shares until the cessation of such force majeure



For Findoc Finvest Private Limited


DIRECTOR

event, and shall thereafter release the same only in accordance with this Agreement.

11.3 Assignment

No rights or liabilities under this Agreement shall be assigned by any of the Parties hereto without having obtained the prior written consent of the other Parties.

11.4 Amendment

This Agreement shall not be amended except by an instrument in writing signed by all of the Parties hereto.

11.5 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with laws of India only. The courts in Delhi shall have jurisdiction in respect of matters relating to the Agreement (including enforcement of arbitral awards).

11.6 Further Assurances

Subject to the terms and conditions of this Agreement, each Party shall use its respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Law, and take all such other actions and to execute all such documents, certificates, agreements and other writings as such Party may reasonably be requested to take or execute by the other Party from time to time, to effectuate the provisions and purposes of this Agreement.

11.7 Counterparts

This Agreement may be executed in one or more counterparts each signed by one of the Parties and each such counterpart shall be deemed to be an original agreement. Any Party may enter into this Agreement by signing any such counterpart. This Agreement is deemed to be complete and executed upon the last of the signatures applied hereto.

11.8 Waiver

No failure by a Party to take any action with respect to a breach of this Agreement or a default by any other Party shall constitute a waiver of the former Party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any Party of any breach or failure to comply with any provision of this



For Findoc Finvest Private Limited

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DIRECTOR

Agreement by a Party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement, unless any such waiver has been consented to by the other Parties in writing. The exercise of any rights of enforcement or other remedies stated herein shall not preclude, or be deemed a waiver of, any other enforcement rights or remedies available to either Party, under law or otherwise.

11.9 Stamp Duty

The Escrow Agent shall not have any responsibility in respect of all stamp duties and other charges and taxes payable on any or all aspects of the transactions contemplated under this Agreement as well as any other agreements, documents executed and transactions pursuant hereto or thereto. The Acquirer shall be responsible and liable for all stamp duties and other charges or taxes payable on any or all aspects of the transactions contemplated under this Agreement as well as any other agreements, documents executed and transactions pursuant hereto or thereto.

11.10 No third party rights

This Agreement is solely for the benefit of the Parties hereto and is not intended to provide any rights or obligations in favour of any third parties.

11.11 Severability

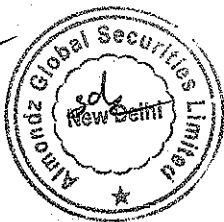
If any provisions of this Agreement are held to be unenforceable, illegal or void, the remaining provisions shall be unaffected and remain in full force and effect. The Parties or the arbitral tribunal having jurisdiction hereupon shall replace such provision by another provision so that, to the extent possible, the economic balance of this Agreement shall be preserved.

11.12 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior written or oral undertakings. No amendment or termination hereof shall be binding unless agreed to in writing by all the Parties hereto.

11.13 Arbitration

11.13.1 If any dispute, difference or claim arises between the Parties hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance



For Findoc Finvest Private Limited

DIRECTOR

to resolve the same through negotiation. If the dispute is not resolved through negotiation within 15 days after commencement of discussions then any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by such Parties having the same interest as claimants (“**Claimants**”), the other to be appointed by the other Parties (the “**Respondents**”) and the third to be jointly appointed by the two arbitrators appointed by the Claimant and the Respondents) in accordance with the Rules of Arbitration of the Indian Council of Arbitration to be conducted in accordance with the fast track arbitration procedures as set forth in such rules. All proceedings in any such Arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended and shall be conducted in English. The Arbitration shall take place in Delhi, India and shall be governed by the laws of India. The Parties shall share the costs of such arbitration equally while each party shall bear its own costs of preparing and presenting its case to arbitration panel unless otherwise awarded or fixed by the arbitral tribunal. The arbitrators may award to the disputing party that substantially prevails on the merits, its costs and expenses (including fees of its counsel). However, the Parties shall not be entitled to any interest *pendente lite* during the arbitration proceedings. The arbitral award shall state the reasons on which it is based. The award given by the majority of the arbitrators shall be final, conclusive and binding upon the parties.

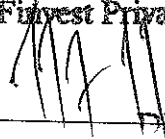
11.13.2 The disputing parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement.

11.13.3 Any reference of the dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement.

In witness whereof the Parties have caused these presents to be executed on October 10, 2022

Acquirer: **Findoc Finvest Pvt. Ltd**

For **Findoc Finvest Private Limited**


DIRECTOR

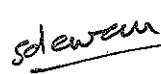

Name: Mr.

Title: Authorised Signatory

Place: New Delhi

Manager or Escrow Agent:

Almondz Global Securities Limited

Name: Mr. Ajay Pratap/Sanjay Dewan

Title: Company Secretary/Executive Director

Place: New Delhi

Depository Participant: Almondz Global
Securities Limited

Name: Mr. Anuj Kalia
Title: Vice President (Operations) Place:
New Delhi



Witnessed by:

Name:
Title:



For Findoc Finvest Private Limited

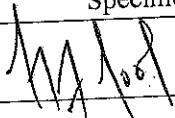
MA
DIRECTOR



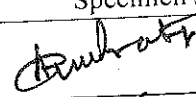
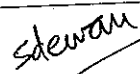
SCHEDULE A

Authorised Representatives

Acquirer: Findoc Finvest Pvt. Ltd

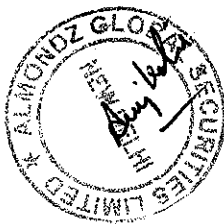
Findoc Finvest Private Limited		
Name:	Designation	Specimen signature
Mr. HEMANT Sood	DIRECTOR	

Manager or Escrow Agent: Almondz Global Securities Limited
(At-least One representative of the Manager or Escrow Agent to Sign)

Almondz Global Securities Limited		
Name:	Designation	Specimen signature
Mr. Ajay Pratap	Company Secretary	
Mr. Sanjay Dewan	Executive Director	

Depository Participant : Almondz Global Securities Limited

Name:	Designation	Specimen signature
Mr. Anuj Kalia	Vice President (Operations)	



For Findoc Finvest Private Limited

DIRECTOR

ANNEXURE A

Depository: CDSL

Depository Participant: Almondz Global Securities Limited

Address of Depository Participant: F-33/3, Phase-II, Okhla Industrial Area, New Delhi -110020

DP ID : 12041900

Contact Number:- 011-43500700



For Findoc Finvest

A handwritten signature in black ink, appearing to be "M. J." or similar.

DIRECTOR