

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : **IN-DL55700353264161W**
Certificate Issued Date : **08-Mar-2024 04:08 PM**
Account Reference : **IMPACC (IV)/ dl721003/ DELHI/ DL-DLH**
Unique Doc. Reference : **SUBIN-DL72100371883934780632W**
Purchased by : **INTERARCH BUILDING PRODUCTS LIMITED**
Description of Document : **Article 5 General Agreement**
Property Description : **Not Applicable**
Consideration Price (Rs.) : **0**
(Zero)
First Party : **INTERARCH BUILDING PRODUCTS LIMITED**
Second Party : **OIH MAURITIUS LIMITED**
Stamp Duty Paid By : **INTERARCH BUILDING PRODUCTS LIMITED**
Stamp Duty Amount(Rs.) : **500**
(Five Hundred only)

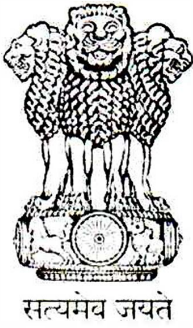


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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT CUM WAIVER AGREEMENT DATED MARCH 8, 2024 ENTERED INTO BY AND AMONGST INTERARCH BUILDING PRODUCTS LIMITED, OIH MAURITIUS LIMITED, MR. ARVIND NANDA, MR. GAUTAM SURI, TAIPAN ASSOCIATES PRIVATE LIMITED, IGS HOLDINGS PRIVATE LIMITED, SHOBHNA SURI AND ISHAAN SURI.

For more details:

1. This e-Stamp certificate should be verified at www.sholestamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India. The details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The legitimacy is on the users of the certificate.
3. In case of any dispute, please inform the Competent Authority.



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No. : IN-DL55700146780710W
Certificate Issued Date : 08-Mar-2024 04:07 PM
Account Reference : IMPACC (IV)/ dl721003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL72100371884301819256W
Purchased by : INTERARCH BUILDING PRODUCTS LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : INTERARCH BUILDING PRODUCTS LIMITED
Second Party : OIH MAURITIUS LIMITED
Stamp Duty Paid By : INTERARCH BUILDING PRODUCTS LIMITED
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT CUM WAIVER AGREEMENT DATED MARCH 8, 2024 ENTERED INTO BY AND AMONGST INTERARCH BUILDING PRODUCTS LIMITED, OIH MAURITIUS LIMITED, MR. ARVIND NANDA, MR. GAUTAM SURI, TAIPAN ASSOCIATES PRIVATE LIMITED, IGS HOLDINGS PRIVATE LIMITED, SHOBHNA SURI AND ISHAAN SURI.

Warning Alert:

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INTERARCH BUILDING PRODUCTS LIMITED, OIH MAURITIUS LIMITED, MR. ARVIND NANDA, MR. GAUTAM SURI, TAIPAN ASSOCIATES PRIVATE LIMITED, IGS HOLDINGS PRIVATE LIMITED, SHOBHNA SURI AND ISHAAN SURI

AMENDMENT CUM WAIVER AGREEMENT

DATED MARCH 8, 2024

**TO THE SHAREHOLDERS' AGREEMENT
DATED DECEMBER 4, 2007**

AMONGST

**INTERARCH BUILDING PRODUCTS LIMITED
(the "COMPANY")**

AND

**OIH MAURITIUS LIMITED
(Formerly known as Indivision India Partners)
(the "INVESTOR")**

AND

MR. ARVIND NANDA

AND

MR. GAUTAM SURI

AND

TAIPAN ASSOCIATES PRIVATE LIMITED

AND

IGS HOLDINGS PRIVATE LIMITED

AND

SHOBHNA SURI

AND

ISHAAN SURI

THIS AMENDMENT CUM WAIVER AGREEMENT TO THE SHAREHOLDERS' AGREEMENT DATED DECEMBER 4, 2007, IS MADE ON MARCH 8, 2024 (THE "EXECUTION DATE") AT DELHI, INDIA (THE "AMENDMENT AGREEMENT"):

AMONG

INTERARCH BUILDING PRODUCTS LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Farm No. 8, Khasara No. 56/23/2, Dera Mandi Road, Mandi Village, Mehrauli, 110 047, New Delhi, India (hereinafter referred to as the "**Company**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

AND

OIH MAURITIUS LIMITED (*formerly known as Indivision India Partners*), a company limited by shares incorporated under the provisions of Companies Act, 2001 of Mauritius and having its registered office at 3rd Floor, Standard Chartered Tower, Bank Street, 19 Cybercity, Ebene 72201, Mauritius (hereinafter referred to as "**Investor**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

AND

MR. ARVIND NANDA, aged 69 years, presently residing at House No. 8, Deramandi Road Mandi Mehrauli 110 047, New Delhi India (hereinafter referred to as the "**Arvind**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors and permitted assigns.

AND

MR. GAUTAM SURI, aged 71 years, presently residing at F-36 Radhe Mohan Drive Gadaipur Bandh 110 030 New Delhi India (hereinafter referred to as the "**Gautam**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors and permitted assigns.

AND

TAIPAN ASSOCIATES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Farm No. 8, Khasara No. 56/23/2, Dera Mandi Road, Mandi Village, Mehrauli, New Delhi 110 047 Delhi, India, (hereinafter referred to as "**Taipan Associates**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

AND

IGS HOLDINGS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, and having its registered office at F-36, Radhe Mohan Drive, Gadaipur Bandh 110 030 Delhi, India (hereinafter referred to as "**IGS Holding**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

AND

MS. SHOBHNA SURI, aged about 71 years, an Indian citizen and resident of F-36, Radhe Mohan Drive, Gadaipur Bandh Road, New South Delhi 110 030, Delhi, India (hereinafter referred to as the "**Shobhna**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her successors and permitted assigns).

AND

MR. ISHAAN SURI aged about 42 years, an Indian citizen and resident of F-36, Radhe Mohan Drive, Gadaipur Bandh Road, New South Delhi 110 030, Delhi, India (hereinafter referred to as the "**Ishaan**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors and permitted assigns).

In this Amendment Agreement, (i) Arvind and Gautam are together referred to as "**Individual Promoters**" and individually as an "**Individual Promoter**"; and (ii) each of the Company, the Investor, Individual Promoters,

Taipan Associates, IGS Holding, Shobhna and Ishaan are hereinafter individually referred to as a “**Party**”, and collectively referred to as the “**Parties**”.

WHEREAS:

1. The Company had entered into the Shareholders’ Agreement dated December 4, 2007, with the Investor, Individual Promoters, Taipan Associates and IGS Holding (“**SHA**”), to record the terms and conditions regulating their relationship. Pursuant to deeds of adherence each dated May 27, 2009, Shobhna Suri and Ishaan Suri acceded to and ratified the SHA.
2. The Company is considering, subject to necessary approvals and market conditions, an initial public offering of its equity shares of face value of ₹ 10 each (“**Equity Shares**”) which will comprise an issuance of Equity Shares by the Company (“**Fresh Issue**”) and an offer for sale of (a) all the Equity Shares held by the Investor; and (b) certain Equity Shares held by certain other existing Shareholders (“**Offer for Sale**”) by certain existing Shareholders in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, the Companies Act, 2013 and the rules made thereunder, each as amended and other Laws and proposed listing of the Equity Shares on the recognised stock exchanges. Further, in this Amendment Agreement, (a) the Investor and the existing Shareholders that participate in the Offer for Sale are hereinafter collectively be referred to as the “**Selling Shareholders**”; and (b) the terms Fresh Issue and Offer for Sale shall collectively be referred to as “**Offer**”.
3. Accordingly, in order to facilitate the Offer and as required under Laws, the Parties are entering into this Amendment Agreement with the objective of (i) amending certain provisions of the SHA; (ii) issuing and recording certain waivers in relation to their rights under the SHA; and (iii) terminating the SHA, upon the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. All capitalized terms used but not defined in this Amendment Agreement shall have the same meaning as assigned to them in the SHA.
- 1.2. The provisions of Article 1.2 of the SHA are deemed to be incorporated herein and shall *mutatis mutandis* apply in interpreting the provisions of this Amendment Agreement.

2. GENERAL

- 2.1. Except to the specific extent stated in this Amendment Agreement, this Amendment Agreement shall modify the SHA only to the limited extent set out herein. All other terms and conditions of the SHA and the rights and obligations of Parties therein shall continue to remain unaffected, valid and binding on the Parties in accordance with the terms of the SHA.
- 2.2. The Parties acknowledge and agree that for the purpose of the Offer, a new set of articles of association shall be adopted by the Company, incorporating the amendments to the SHA pursuant to this Amendment Agreement and requirements under applicable law in connection with the Offer (“**New Articles**”). The adoption of the New Articles shall be undertaken by the Company as soon as possible after the Execution Date, and in any event prior to the filing of the draft red herring prospectus (“**DRHP**”) with the Securities and Exchange Board of India (“**SEBI**”), BSE Limited and National Stock Exchange of India Limited (together with BSE Limited, the “**Stock Exchanges**”). The New Articles would be divided into two parts. The first part shall conform to the requirements and directions provided by the SEBI and the Stock Exchanges and contain such other articles as required under Laws and shall exclude all the rights provided to the Parties under the SHA which are contained in the extant Articles (except to the extent agreed hereunder subject to and in accordance with applicable Laws) (hereinafter referred to as “**Part A**”). The second part of the New Articles shall contain the extant Articles which shall comprise all the rights provided to the Parties under the SHA, (as amended by this Amendment Agreement), available to any of the Parties under the SHA (hereinafter referred to

as “**Part B**”). The Parties agree that Part B of the New Articles shall be in a form agreeable to the Parties.

- 2.3. It is further clarified that, in the event of any inconsistency between Part A and Part B of the New Articles, the provisions of Part B of the New Articles shall prevail over Part A of the New Articles, until the date of filing of the updated draft red herring prospectus (“**UDRHP**”) with the SEBI pursuant to the Offer (the “**UDRHP Date**”). However, (i) Part A of the New Articles shall automatically, and without any further corporate actions by the Company or by the Shareholders, come into effect on the UDRHP Date; and (ii) Part B shall automatically, and without any further corporate action by the Company or by the Shareholders, terminate and shall cease to have any force and effect on and from the UDRHP Date. However, with effect from, and upon the earlier of the following dates: (i) if the IPO is not completed by December 31, 2024 or such date as may be agreed in writing by the Parties, subject to applicable Laws; or (ii) the date on which the Board decides not to undertake the IPO and/or withdraw any offer document filed with any regulatory authority in respect of the Offer, including any draft offer document filed with SEBI, subject to applicable Laws; or (iii) if the listing of the Equity Shares pursuant to the Offer is not completed on or before 12 months from the date of receipt of final observations from SEBI on the DRHP, Part B will become operative and come into effect, without any further corporate action by the Company or by the Shareholders and in case of any inconsistency between the provisions of Part A and Part B of the New Articles, the provisions of Part B of the New Articles shall prevail.

3. AMENDMENTS

On and from the Execution Date:-

- 3.1. The capitalised terms (i) Promoter, (ii) Promoters, (iii) Promoter Nominee Director and (iv) Promoter Response Notice, wherever they appear in the SHA, are hereby amended and replaced (as the context may require) with the terms (i) Individual Promoter and/ or Taipan Associates and IGS Holdings; (ii) Individual Promoters and/ or Taipan Associates and IGS Holdings; (iii) Nominee Director and (iv) Response Notice. It is clarified that this substitution does not impact any rights, obligations or liabilities of any of the Parties in the SHA. Further, the terms Individual Promoter and Individual Promoters would be construed to mean Arvind Nanda and/or Gautam Suri, as the context may require.
- 3.2. Article 1.1 of the SHA is hereby amended to substitute the definitions of “**Independent Directors**” and “**Shares**” in their entirety with the following:
- “Independent Director” shall mean a director who satisfies the criteria to be an independent director prescribed under applicable Laws.*
- “Shares” shall mean the equity shares of the Company at such par value as may be approved by the Company from time to time.*
- 3.3. Article 2.1 (*Term of this Agreement*) of the SHA is hereby amended and substituted in its entirety with the following:
- “This Agreement shall be effective from the Closing Date and shall remain valid and binding on the Parties until the listing and commencement of trading of the Shares on recognised Exchanges. It is hereby clarified that notwithstanding anything contained herein, this SHA shall automatically terminate with effect from the date of listing and commencement of trading of Shares on recognised Exchanges, pursuant to an initial public offering (the “Term”).”*
- 3.4. Article 2.2 (*Term of this Agreement*) of the SHA is hereby amended and substituted in its entirety with the following:
- “Subsequent to completion of the IPO and subject to the applicable laws and the approval of the Shareholders by way of a special resolution passed at the first general meeting convened after the consummation of the IPO, the Investor will have a right to nominate 1 (one) Director to the Board until such time as the Investor holds at least 5% (five percent) of the Share Capital (on a Fully Diluted Basis) and the Company undertakes to include the following provisions in its Articles of Association:*

Until such time as the Investor holds at least 5% (five percent) of the Share Capital (on a Fully Diluted Basis), the Investor shall have the right to nominate 1 (one) Director to the Board.”

- 3.5. The first paragraph of Article 9.1. (*Initial Public Offering*) of the SHA is hereby amended and substituted in its entirety with the following:

“The Parties agree that at any time on or prior to December 31, 2024 (“IPO Period”), the Company and the Individual Promoters shall cause an IPO whether by way of a fresh issue of Shares or a public offer for sale or a combination thereof (underwritten in accordance with applicable law and in terms of the underwriting agreement as entered in relation to the IPO) to be completed. The IPO shall be conducted such that:”

It is further agreed by the Parties that the amendment pursuant to this Clause 3.5 shall be effective from the date of and as if the amended Article 9.1 of the SHA as set out above was agreed to between the Parties as of the date of execution of the SHA, i.e., December 4, 2007.

- 3.6. Article 9.1.2 (*Initial Public Offering*) of the SHA is hereby amended and substituted in its entirety with the following:

“The size and price of the IPO shall be as mutually agreed between the Company, the Selling Shareholders and the merchant bankers appointed in relation to the IPO, as set out in the offer agreement to be entered into between them in relation to the IPO.”

- 3.7. Article 9.1 (*Initial Public Offering*) of the SHA is hereby amended to include the following additional sub-Articles 9.1.11 and 9.1.12:

“9.1.11 The Parties agree that decisions in relation to the proposed IPO, including timing, price band, price and allocation, and any other terms as may be authorized by the Board of Directors, shall be undertaken by the Board of Directors or by a duly constituted and authorized committee of the Board, which shall be called the “IPO Committee” and shall include one Investor Nominee Director as a member.

9.1.12 The Company shall be liable to secure, reimburse, indemnify, defend and hold harmless the Investor Nominee Director for and against any and all loss, damage, liability or other cost or expenses whatsoever arising out of, in relation to or resulting from any representation, warranty, indemnity, confirmation, undertaking or covenant or otherwise in connection with the IPO, provided however that, the Company shall not indemnify such Investor Nominee Director for any portion of loss caused to the Investor Nominee Director to the extent such loss results solely in relation to: (i) an untrue statement of a fact or any mis-statement specifically made or confirmed by such Investor Nominee Director in any offer document pursuant to an IPO; or (ii) any omission to state therein a fact required to be stated therein or necessary to make the statements therein not misleading, where such omission is solely attributable to such Director.”

- 3.8. Article 10.2 of the SHA is hereby amended and substituted in its entirety with the following:

“In the event that upon the completion of the Exit Period, the Parties have not been successful in finding a third party purchaser or concluding the OFS, then for the period extending from after the completion of the Exit Period to the next 6 (six) months (“Phase II”), the Investor will have the right to sell the Investor Shares only to the Individual Promoters, Taipan Associates and IGS Holdings and the Individual Promoters, Taipan Associates and IGS Holdings, will have an obligation to purchase all the Investor Shares at the Fair Market Value, determined in accordance with the procedure set out in Schedule III in proportion to their inter-se pro rata shareholding in the Company on a Fully Diluted Basis at the time of such sale and purchase of Investor Shares. The purchase of the Investor Shares by the Individual Promoters, Taipan Associates and IGS Holdings will be completed in Phase II.”

- 3.9. Article 10.3 of the SHA is hereby amended and substituted in its entirety with the following:

“Notwithstanding, the other provisions of the Agreement, in the event that the Individual Promoters, Taipan Associates and IGS Holdings fail to purchase the Investor Shares during Phase II, as contemplated under Article 10.2 the Investor shall have the right to sell the Investor Shares to any third party.”

3.10. Article 12.1.2 of the SHA is hereby amended and substituted in its entirety with the following:

“The ESOP Shares shall not be allotted to any employees of the Company who are also the promoters of the Company (the term “promoters” for the purpose of this Article 12 shall have the meaning assigned to it from time to time by SEBI and shall also include the persons covered under the definition of Individual Promoter under this Agreement).”

3.8 Article 16.7 (*Termination*) of the SHA is hereby amended and substituted in its entirety with the following:

“Notwithstanding the above, Articles 2.2 (Term of this Agreement), 14 (Representations and Warranties), 15 (Confidentiality), 16 (Termination), 17 (Notices), 18 (Indemnity), and 19 (Governing Law and Dispute Resolution) shall survive the expiry or earlier termination of this Agreement.”

3.9 The Schedule I (List of Promoters) of the SHA is hereby deleted. Accordingly, Schedule II (Deed of Adherence) of the SHA shall be referred to as Schedule I, Schedule III (Affirmative Vote Rights) of the SHA shall be referred to as Schedule II and Schedule IV (Procedure for determining the fair market value) of the SHA shall be referred to as Schedule III wherever they appear in the SHA.

4. WAIVERS

4.1 In order to facilitate the Offer, the relevant Parties hereby agree to waive from the date of filing of the DRHP, only to the extent of the Offer, certain of their respective rights and certain obligations, as applicable:

- (i) Waiver by the Individual Promoters, Taipan Associates and IGS Holdings of their right of first offer under Article 7.2 (*Right of first offer of the promoters*) of the SHA, to the extent of the Shares being transferred pursuant to the Offer for Sale by the Investor.
- (ii) Waiver by the Investor of their right of first refusal under Article 7.3 (*Right of first refusal of the Investor*) of the SHA, to the extent of the Shares being transferred pursuant to the Offer for Sale by the Existing Shareholders.
- (iii) Waiver by the Investor of their tag along rights under Article 7.4 (*Tag along rights of the Investor*) of the SHA, to the extent of the Shares being transferred pursuant to the Offer for Sale by the existing Shareholders.
- (iv) The Investor agrees to waive its right to receipt of information by way of monthly discussions under Article 4.9 of the SHA and its information rights under Article 6 of the SHA to the extent that the communication of any information pursuant to such information rights would be in contravention of any provisions of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations of 2015, as amended (“**SEBI Insider Trading Regulations**”), and notwithstanding anything to the contrary in the SHA, the Parties agree that the Company shall not be obligated to provide to any Party any information in contravention of any provisions of the SEBI Insider Trading Regulations and applicable Laws.
- (v) Article 20.10 (*No Assignment*) of the SHA, to the extent of the Equity Shares being transferred pursuant to the Offer for Sale.

4.2 Notwithstanding any of the confidentiality obligations imposed on each Party under Article 15 (*Confidentiality*) of the SHA, each Party consents to disclose the terms of the SHA and this Amendment Agreement, in the DRHP, red herring prospectus, prospectus and all other

documents in relation to the Offer, to the extent required under Laws and/ or as necessary for the purposes of the Offer. Each Party consents to the filing of such copies of the SHA and this Amendment Agreement, as may be required, along with a copy of the red herring prospectus and prospectus, with the SEBI, the registrar of companies, the Exchanges or any other regulatory/ statutory authority, in relation to the Offer, and to make available copies of the SHA and this Amendment Agreement as material documents for inspection by public (including by hosting the aforesaid documents on the Company's website), to the extent required under Law and/or as necessary for the purposes of the Offer.

5. TERMINATION

- 5.1. The Parties agree that this Amendment Agreement shall stand automatically terminated without any further action or deed required on the part of any Party, upon the earlier of any of the following ("**Termination Date**"):
- (a) termination of the SHA in accordance with the terms thereof;
 - (b) if the listing of the Equity Shares pursuant to the Offer is not completed by December 31, 2024 or such other date as may be agreed in writing by the Parties;
 - (c) the date on which the Board decides not to undertake the Offer and/or to withdraw any offer document filed with any regulatory authority in respect of the Offer, including any draft offer document filed with the SEBI;
 - (d) if the listing of the Equity Shares pursuant to the Offer is not completed on or before 12 months from the date of receipt of final observations from SEBI on the DRHP; or
 - (e) such other date as agreed amongst the Parties in writing.
- 5.2. This Amendment Agreement shall terminate with respect to a Party automatically, on such Party ceasing to be a Shareholder.
- 5.3. The termination of this Amendment Agreement shall be without prejudice to the accrued rights and obligations of the Parties hereunder prior to such termination.
- 5.4. In case of termination of this Amendment Agreement in accordance with Clauses 5.1(b) or 5.1(c) or 5.1(d) or 5.1(e) above, all amendments to the SHA under or pursuant to this Amendment Agreement, and any other action taken pursuant to this Amendment Agreement, shall automatically cease to have effect and the Parties agree that the provisions of the SHA (as existing prior to the execution of this Amendment Agreement) shall: (a) immediately and automatically stand reinstated, with full force and effect, without any further action or deed required on the part of any Party; and (b) be deemed to have been in force during the period between the Execution Date and the date of termination of this Amendment Agreement, without any break or interruption whatsoever. To the extent any specific actions cannot be reversed to *status quo ante*, the Parties shall ensure that, all of the rights and privileges of the Parties are reinstated to the position they would have been without such actions. Each Party severally agrees to take all necessary steps and perform all necessary actions, as may be required, including conversion of the Company into a private limited company, undertaking an amendment to the SHA and the New Articles to reinstate the rights as available to the parties and articles of association of the Company, that existed immediately prior to the Execution Date and re-constitution of the Board. The Company and the Individual Promoters shall undertake all necessary steps and actions as may be required to give effect to the provision of this Clause 5.4. and Clause 2.3 of the Amendment Agreement. including convening any meetings of the Board and Shareholders within 30 days from the date of termination of this Amendment Agreement and exercising their voting and other rights.

6. REPRESENTATIONS AND WARRANTIES

Each of the Parties, for itself or himself (as applicable), severally, represents and warrants to each of the others that such (a) Party is duly incorporated and validly existing under the laws of the country of its incorporation (*if such Party is a corporate entity*), (b) such Party has the power to enter into this Amendment Agreement and to exercise rights and perform obligations hereunder and has duly executed

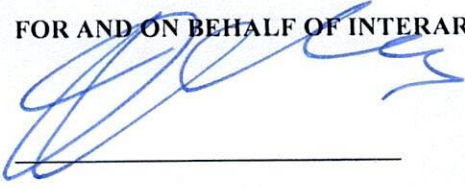
this Amendment Agreement by taking all corporate (*if applicable*) and other actions required for the execution and this Amendment Agreement; and (c) this Amendment Agreement constitutes a valid and legally binding obligation of such Party, enforceable against it/him in accordance with the terms hereof.

7. MISCELLANEOUS

- 7.1. The provisions of Articles 1.1 (*Definitions*), 15 (*Confidentiality*), 17 (*Notices*), 19 (*Governing Law and Dispute Resolution*) and 20.6 (*Severability*), of the SHA, to the extent not amended by this Amendment Agreement, are deemed to be incorporated herein by way of reference and shall apply *mutatis mutandis* to this Amendment Agreement.
- 7.2. As of and from the Execution Date, this Amendment Agreement forms an integral part of the SHA, and when read together, constitutes the entire agreement and understanding between the Parties in relation to the subject matter and shall remain valid, operative, binding, subsisting, enforceable and in full force and effect. If there is any conflict on any specific matter(s) between the provisions of this Amendment Agreement and the SHA, the Parties agree that the provisions of this Amendment Agreement shall prevail to the extent of such conflict.
- 7.3. The Investor and the Individual Promoters hereby agree to take all steps and extend all assistance and cooperation to the Company which are necessary to give effect to the provisions of this Amendment Agreement including in relation to incorporating appropriate amendments to the Articles to reflect the terms of this Amendment Agreement.
- 7.4. This Amendment Agreement shall not be modified or waived, except as otherwise agreed previously in writing and executed by all Parties to this Amendment Agreement.
- 7.5. This Amendment Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The delivery of signed counterparts by electronic mail in “portable document format (.pdf)” shall be as effective as signing and delivering the counterparts in person.
- 7.6. Each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Parties from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Amendment Agreement. These remedies are cumulative and are in addition to any other rights and remedies the Parties may have under Applicable Law or in equity or under the SHA.
- 7.7. The provisions of Clause 2.3, Clause 5.4 and this Clause 7.7 of this Amendment Agreement, shall survive the termination of this Amendment Agreement.

THIS AMENDMENT CUM WAIVER AGREEMENT TO THE SHAREHOLDERS' AGREEMENT
DATED AS ON THE DATE MENTIONED ABOVE, ENTERED AMONGST THE PARTIES
MENTIONED ABOVE

FOR AND ON BEHALF OF INTERARCH BUILDING PRODUCTS LIMITED



Name:

Designation

THIS AMENDMENT CUM WAIVER AGREEMENT TO THE SHAREHOLDERS' AGREEMENT
DATED AS ON THE DATE MENTIONED ABOVE, ENTERED AMONGST THE PARTIES
MENTIONED ABOVE

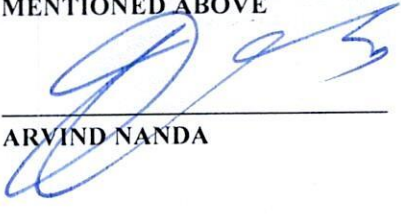
FOR AND ON BEHALF OF OIH MAURITIUS LIMITED



Name: Michael Calisse

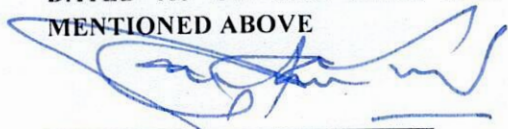
Designation: Director

THIS AMENDMENT CUM WAIVER AGREEMENT TO THE SHAREHOLDERS' AGREEMENT
DATED AS ON THE DATE MENTIONED ABOVE, ENTERED AMONGST THE PARTIES
MENTIONED ABOVE



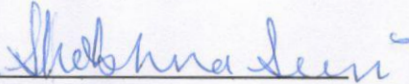
ARVIND NANDA

THIS AMENDMENT CUM WAIVER AGREEMENT TO THE SHAREHOLDERS' AGREEMENT
DATED AS ON THE DATE MENTIONED ABOVE, ENTERED AMONGST THE PARTIES
MENTIONED ABOVE



GAUTAM SURI

THIS AMENDMENT CUM WAIVER AGREEMENT TO THE SHAREHOLDERS' AGREEMENT
DATED AS ON THE DATE MENTIONED ABOVE, ENTERED AMONGST THE PARTIES
MENTIONED ABOVE



SHOBHNA SURI

**THIS AMENDMENT CUM WAIVER AGREEMENT TO THE SHAREHOLDERS' AGREEMENT
DATED AS ON THE DATE MENTIONED ABOVE, ENTERED AMONGST THE PARTIES
MENTIONED ABOVE**

ISHAAN SURI

Digitally signed by ISHAAN
SURI
Date: 2024.03.13 10:13:58
+05'30'

ISHAAN SURI

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT CUM WAIVER
AGREEMENT TO THE SHAREHOLDERS' AGREEMENT**

FOR AND ON BEHALF OF TAIWAN ASSOCIATES PRIVATE LIMITED

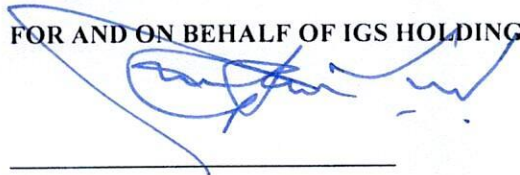
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Name:

Designation:

THIS AMENDMENT CUM WAIVER AGREEMENT TO THE SHAREHOLDERS' AGREEMENT
DATED AS ON THE DATE MENTIONED ABOVE, ENTERED AMONGST THE PARTIES
MENTIONED ABOVE

FOR AND ON BEHALF OF IGS HOLDINGS PRIVATE LIMITED



Name:

Designation: